

Hillsborough County Aviation Authority

## PARKING FACILITIES MANAGEMENT SERVICES CONTRACT

COMPANY: ABM AVIATION, INC.

Term Date: July 1, 2020 through June 30, 2025

Board Date: February 6, 2020

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HILLSBOROUGH COUNTY AVIATION AUTHORITY  
Parking Facilities Management Services Contract

This Parking Facilities Management Services Contract (hereinafter referred to as Contract) is made and entered into this \_\_\_ day of February, 2020 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and ABM Aviation, Inc., a Georgia corporation, authorized to do business in the State of Florida (hereinafter referred to as Company), (collectively hereinafter referred to as the Parties).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE 1

CONTRACT

1.01 Definitions

The following terms will have the meanings as set forth below:

- A. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.
- B. **Airport:** Tampa International Airport.
- C. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- D. **Authority Provided Vehicles:** Vehicles that are owned by the Authority and used by the Company for the Term of this Contract and any exercised renewal options.
- E. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- F. **Cell Phone Waiting Lot:** The ground level lot located across the street from the Economy Parking Garage which is a free temporary waiting lot. The Cell Phone Waiting Lot is generally monitored for traffic flow and utilization reports by the Company.
- G. **CEO:** Authority Chief Executive Officer.
- H. **Commercial Parking:** A division within the Concessions and Commercial Parking Department responsible for oversight and operation of the public and employee parking facilities.

- I. **Company Provided Vehicles:** Vehicles that are owned and maintained by the Company.
- J. **Contract Documents:** The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Request for Proposals (RFP) No. 19-534-015, Parking Facilities Management Services, dated August 2, 2019, and all its addenda; and Company's Response to RFP No. 19-534-015, Parking Facilities Management Services, and any subsequent information submitted by Company during the evaluation process.
- K. **Contract Manager:** Authority representative responsible for coordinating and overseeing Company to include, but not be limited to, monitoring, interpreting and overseeing the Processes with regard to the quality performed, the manner of performance, and Authority and customer satisfaction with performance levels.
- L. **Economy Parking Garage:** The structure located south of the Main Terminal, which consists of two garages consisting of six parking levels each with approximately 11,290 total spaces with a vehicle height limitation of eight feet (8'), an includes an adjacent paved surface lot with approximately 1,400 total spaces with a vehicle height limitation of thirteen feet (13') adjacent to the Economy Parking Garage, located two miles from the Main Terminal.
- M. **Employee Parking Lot:** The lot located on the north side of the Airport property and used for parking by Airport employees.
- N. **Economy Toll Plaza:** The parking exit plaza for the Economy Parking Garage where customers pay their parking fees.
- O. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- P. **Fiscal Year:** October 1<sup>st</sup> through September 30<sup>th</sup> of each year.
- Q. **First Class:** A manner of operation of the Company, a standard of quality of materials and/or a standard of quality of services that meets standards in other airports throughout the United States.
- R. **Gross Receipts:** The total amount of monies collected (or due hereunder) by Company resulting from Company's operations under this Contract.
- S. **Long Term Parking Garage:** The garage located adjacent to the Main Terminal consisting of eight parking levels with approximately 8,440 total spaces with a vehicle height

limitation of 7' 10", including an additional 350 space employee parking area located in a nested area that is monitored and administered by the Company.

- T. **Main Terminal:** The nine-level central passenger terminal building at the Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airside Terminals; and Levels 4 through 9 - six (6) short term parking levels.
- U. **Overflow Parking:** Areas on Airport property, which are determined by Commercial Parking to be used as alternate and/or additional parking areas to accommodate parking needs as traffic dictates.
- V. **Parking Facilities:** Collectively, the Short Term Parking Garage, Long Term Parking Garage, Economy Parking Garage, Cell Phone Waiting Lot, Employee Parking Lot, and Overflow Parking, if necessary.
- W. **Parking Facilities Operating Processes (Processes):** The operation and management of Parking Facilities at the Airport performed and provided by Company as detailed in Exhibit A, Parking Facilities Operating Processes.
- X. **Parking Fees:** Compensation paid to Authority, at Board approved rates, by customers who park their vehicles in the Parking Facilities at the Airport.
- Y. **Parking Toll Plazas:** The parking exit plazas consisting of the Terminal Toll Plaza for the Short Term Parking Garage and Long Term Parking Garage, and Economy Toll Plaza for the Economy Parking Garage, where customers pay their Parking Fees.
- Z. **Personnel:** Individuals who are directly employed or contracted by Company to perform the Processes at the Airport.
- AA. **Resident Manager:** The individual designated by Company to exclusively manage and oversee the day-to-day management and operation of this Contract who will at all times be an authorized official to represent and act on behalf of the Company with regard to this Contract. The Resident Manager will meet the qualifications, as defined in Exhibit A, Parking Facilities Operating Processes, Section 5, Personnel and will be present at the Airport a minimum of 40 hours per week, usually during normal business hours. The Resident Manager will be available via phone outside of normal business hours.
- BB. **Short Term Parking Garage:** The garage located above the Main Terminal consisting of six parking levels with approximately 3,600 total spaces with a vehicle height limitation of 6' 8".

CC. **Surface Lot:** The lot adjacent to the Economy Parking Garage, located two miles from the Main Terminal, which includes a paved surface lot with approximately 1,400 total spaces with a vehicle height limitation of thirteen feet (13').

DD. **Terminal Toll Plaza:** The parking exit plaza for the Short Term Parking Garage and Long Term Parking Garage, where customers pay their Parking Fees.

EE. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

FF. **Valet Parking:** A parking service provided by Company in which customers' vehicles are parked for them by the valet.

GG. **Value Added Services:** Additional services offered to customers for a fee that enhances the customers experience, generates revenue, encourages the utilization of the Airport's Parking Facilities and services, and provides a value to the customer, such as time savings.

HH. **Vehicle Detailing:** A service provided by Company for customers' vehicles.

II. **Vice President of Concessions and Commercial Parking:** The Authority employee designated by Authority's Chief Executive Officer to manage and oversee this Contract.

## 1.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of Authority, the Exhibits may be modified from time to time in writing to Company without formal amendment to this Contract.

A. Exhibit A, Parking Facilities Operating Processes

B. Exhibit B, Staffing Plan

C. Exhibit C, Employee Pay Rates and Benefits

D. Exhibit D, General Rules for Employee Conduct

E. Exhibit E, Job Procedures and Work Methods

F. Exhibit F, Employee Training Program

G. Exhibit G, Facility Locations

- H. Exhibit H, Vehicle Detailing Services
- I. Exhibit I, Value Added Services
- J. Exhibit J, Scrutinized Company Certification

## ARTICLE 2

### SCOPE OF SERVICES

- 2.01 Company agrees to provide the Processes as set forth in Exhibit A, Parking Facilities Operating Processes.
- 2.02 Contacts
  - A. Contract Manager

Authority has designated the Director of Commercial Parking and Ground Transportation with Authority Concessions and Commercial Parking Department as the Contract Manager.
  - B. Resident Manager

Company shall appoint an active, qualified, competent and experienced employee to oversee and manage the performance of the Processes and represent and act on behalf of Company. The Resident Manager shall have full authority to make day-to-day business decisions on behalf of Company with respect to the Processes including, but no limited to, authority to control the conduct and demeanor of Company's personnel. The Resident Manager shall designate a qualified, competent, and experienced subordinate to be in charge and available during his/her absence during Authority's operating hours.
  - C. Company must not remove Resident Manager from providing the Processes contemplated by this Contract; provided, however, that the removal of such personnel due to their incapacity, voluntary termination or termination due to just cause will not constitute a violation of this Contract. Authority will require that, at a minimum, any proposed replacement meet the minimum requirements as detailed in Exhibit A, Parking Facilities Operating Processes. Company will not make any personnel changes of the Resident Manger until written notice is made to and approved by the Authority Vice President of Concessions and Commercial Parking or designee.

## ARTICLE 3

### TERM

- 3.01 Effective Date



This Contract will become effective upon execution by Company and approval and execution by Authority. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

3.02 Term

The Term of this Contract commences on July 1, 2020 and will continue through June 30, 2025 unless terminated earlier as provided herein.

3.03 Commencement of Fees and Charges

All fees and charges hereunder will commence on July 1, 2020 and will continue for the Term of this Contract.

3.04 Commencement of Operations

Company will begin providing Processes on July 1, 2020 and will continue for the Term of this Contract.

3.05 Renewal Option

This Contract may be renewed at the same terms and conditions hereunder for one, two year period at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Contract will have a final termination date of June 30, 2027.

3.06 Early Termination

Authority may terminate this Contract, without cause, by giving thirty (30) days written notice to Company. Company will not, at any time during the Term of this Contract, abandon, terminate, or cease to operate the Parking Facilities without prior written approval from Authority.

3.07 Notwithstanding the above, the Indemnification provisions of this Contract will survive termination of this Contract, as will the Authority obligation to make payment to Company for work performed up to the effective date of termination of this Contract.

## ARTICLE 4

### FEES AND PAYMENTS

4.01 Fees

A. Not-to-Exceed Amount

The total Management Fee payable under this Contract will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

B. Management Fee

As compensation for operating, managing, and maintaining the Parking Facilities, Company will be paid, in equal monthly installments, a Management Fee. Payment will be paid in arrears on a monthly basis.

The annual Management Fees are as follows:

<b>Operations and Management Term</b>	<b>Management Fee</b>
July 1, 2020 – June 30, 2021	\$336,000.00
July 1, 2021 – June 30, 2022	\$346,080.00
July 1, 2022 – June 30, 2023	\$356,462.00
July 1, 2023 – June 30, 2024	\$367,156.00
July 1, 2024 – June 30, 2025	\$378,171.00
Renewal Option: July 1, 2025 – June 30, 2026	\$389,516.00
July 1, 2026 – June 30, 2027	\$401,202.00
<b>Total Seven (7) Year Fees</b>	<b>\$2,574,587.00</b>

4.02 Operating Expenses

A. Annual Budget

Company will prepare and submit a proposed annual budget of projects costs for all reimbursable expenses to be incurred in the normal operation and management of the Parking Facilities to the Authority’s Concessions and Commercial Parking Department no later than April 15 for the Authority’s next Fiscal Year. The Authority’s Concessions and Commercial Parking Department will review the proposed annual budget and establish a final annual budget. The approved annual budget will be returned to the Company and will include all anticipated costs and expenses to be incurred by Company in its normal operations under this Contract, excluding non-reimbursable expenses as defined herein.

B. Monthly Budget

Upon Authority request, Company will prepare and submit a proposed monthly budget and staffing plan to the Authority’s Concessions and Commercial Parking Department by the 25<sup>th</sup> of each month. The proposed monthly budget will include projected costs of maintaining and operating the Parking Facilities for the ensuing month, excluding non-reimbursable expenses. In estimating wage costs, the Company must include

allowances for absenteeism and other minor staffing abnormalities. The Authority's Concessions and Commercial Parking Department will review the proposed monthly budget and establish a final monthly budget. The Authority's Concessions and Commercial Parking Department will sign and return approved copies of the monthly budget to the Company. Approved monthly budget expense amounts will constitute the maximum payable for each category of expenditure, except for special items approved in advance in writing by Authority.

C. Amendments to Budgets

Amendments to the monthly or annual budgets may be made only by written request by the Company and approved in writing by the Authority's Concessions and Commercial Parking Department.

4.03 Reimbursement of Approved Operating Expenses

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

B. Company will pay all approved costs and expenses connected with the operations hereunder when due. On or before the 10<sup>th</sup> calendar day of each month, Company will submit to Authority the monthly report, as described in Section 4.06, B. below.

C. Failure to submit a properly documented invoice will result in non-payment of the undocumented expenses. The specific documentation required for reimbursement is detailed by Authority in Section 4.06(B) below. Authority will reimburse Company within thirty (30) days after receipt of the fully documented expense requisition.

4.04 Reimbursable Expenses

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

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

The workers' compensation insurance reimbursement by Authority will be five and five-tenths percent (5.5%) applied to each month's total payroll.

- D. The cost of uniforms and badges. Any Company issued articles missing from the inventory or those not returned upon termination by an employee will be non-reimbursable.
- E. The cost of training and licensing for existing local employees, as approved by Authority.
- F. Any advertising and promotional costs; however, these must be approved in advance by Authority in writing.
- G. The cost of credit card processing and related equipment necessary for the Parking Facilities subject to Authority approval.
- H. The cost of local employment screening, hiring, and training of employees.
- I. Cost of repairs and maintenance of Parking Facilities operational areas and offices, including sweeping and cleaning operations and any other repairs necessary for the direct operation of the Parking Facilities as provided for in the Processes.
- J. Any capital expense, upon prior approval by Authority that is deemed necessary for the direct operation of the Parking Facilities.

- K. The cost of approved armored car service.
- L. The cost of marketing services to promote the Airport parking and related value added services as requested and approved by Authority. Any Value Added Services listed in Exhibit I, Value Added Services, or any future services, are not approved by the Authority until done so in writing from the Authority to the Company.
- M. The cost of parking tickets.
- N. Other reasonable costs approved in writing and in advance by Authority.

#### 4.05 Non-Reimbursable Expenses

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

- A. Salaries, costs, and expenses related to legal services, offsite or indirect audit, accounting, administrative, design, engineering, bookkeeping, executive Personnel of Company, or any home office employee.
- B. The cost of licenses, permits, and fees, excluding registration fees for Company Provided Vehicles, obtained pursuant to existing federal, state, county or city statute, ordinance, rule or regulation.
- C. Internal accounting and audit costs obtained pursuant to existing federal, state, county or city statute, ordinance, rule, or regulation.
- D. Home office travel or accommodation, home office telephone/communication expenses, home office computer equipment, home office entertainment, and home office general office expenses, as well as any travel and entertainment of local Personnel.
- E. The cost of any and all penalties and fines paid by Company and its employees.
- F. The cost or expenses of legal representation.

- G. The cost of any independent external audits as may be required by Authority.
- H. The cost of any and all guarantees, bonds, or letters of credit, broker fees, and the cost of the insurance requirements including any deductibles, except as specifically provided for as a Reimbursable Expense.
- I. Any contract negotiation expenses.
- J. Financing costs associated with Company's working capital.
- K. Liquidated damages payable in accordance with the terms of this Contract.
- L. Costs arising or resulting from negligence, disregard, neglect, failure, carelessness or inattention of Company or Company's employees or agents.
- M. Company's cost of funds necessary to pay operating expenses prior to reimbursement by Authority.
- N. The cost of obtaining and maintaining the cashier change bank.
- O. The cost of any payments made by Company to Authority related to the Indemnification Article of this Contract.
- P. Any cashier or revenue shortages.
- Q. Federal, state, and local income, personal and applicable sales use and personal property taxes incurred by Company or individuals of Company, its agents and employees in its operations.
- R. Any late payments or interest charges incurred.
- S. Long distance telephone charges not directly related to Processes provided under this Contract, including long distance telephone charges between the local and home/corporate office and personal calls.

- T. The cost of cellular telephones and communications made by cellular telephones not supplied by Authority.
- U. Start up and transition costs related to the commencement of Processes under this Contract.
- V. Any fees associated with the replacement of lost badges.
- W. Any operating expense not included above as a reimbursable expense, and not approved in writing by Authority.

#### 4.06 Monthly Billings

The Company will submit the required monthly requisition forms for the previous month. Concessions and Commercial Parking Department will review the requisition forms and reimburse the Company for approved operating expenses. The normal timeframe in which the Authority provides reimbursement to the Company for authorized operating expenses is thirty (30) days. Any additional services or actions by the Company as directed by the Authority will be included in the submittal for monthly billings.

##### A. Payment Processing

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

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

and Commercial Parking Department in writing and in advance of the purchase.

- (7) Provide a written explanation of all overtime to the Concessions and Commercial Parking Department for approval. The intent is to minimize overtime. If unanticipated overtime is required on a reasonable basis, Concessions and Commercial Parking Department will consider a written justification of actual overtime payments.

#### B. Monthly Report Reimbursement Documentation

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

- (1) Garage activity and ticket summary.
- (2) Budget and requisition combined report.
- (3) Budget and requisition parking report.
- (4) Airport Concessions Disadvantaged Business Enterprise (“ACDBE”) report.
- (5) Valet parking report.
- (6) Revenue detail report.
- (7) Employee benefits report.
- (8) Quarterly payroll tax spreadsheet.
- (9) Employee punches.
- (10) Fuel accounting.
- (11) Accurate list of all current employees.
- (12) Terminated employee list including termination date.
- (13) Other Operating Expenses section to include all other non-payroll related expenses for reimbursement such as armored car and credit card transaction processing fees.

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

The Company will submit any additional documentation required by the Concessions and Commercial Parking Department necessary to verify the accuracy of Reimbursable Expenses. Invoices and proof of payment will be accepted as adequate documentation in most cases. Statements cannot be used for proof of



payment. Requisitions for wages must be supported by payroll records including employee punches. Payroll records must be expressed on a calendar month basis to coincide with the monthly submitted budgets and monthly reports.

C. Credit Cards

The Company is required to provide an approved credit card processing service to assure the fast, efficient processing of credit card transactions for the payment of Parking Fees. The Company will provide for the secure transmission of credit card data in accordance with Payment Card Industry (PCI) standards as governed by Federal Laws, subject to change from time to time. The Authority will not be held responsible for the mishandling of credit card data on the Company's systems, by the Company's employees, or through the Company's network connections. The Company will not use Authority's Wi- Fi system. The Company will arrange and pay for any service associated with the transmission. Installation of the Connectivity System will be performed through Authority's Tenant Work Permit (TWP) Program. The cost of installing the Connectivity System is subject to Authority approval and will be reimbursed.

Credit card revenues are to be transferred directly into the Authority's bank account by the credit card companies in a timely manner. The costs must be included in the annual and monthly operating budgets. All discount fees and transaction fees will be the best rates available to the Company. No fees or commissions will be paid by the credit card processor to the Company. Credit card processing (discount fees) will be withdrawn Authority parking revenue bank account by the Company.

D. Checks

When payment is in the form of a check, the Company is responsible for pursuing collection efforts for all checks returned for Non-Sufficient Funds.

E. SunPass Plus

The Authority has contracted with the Florida Department of Transportation (FDOT) to provide customers the SunPass Plus payment option for public parking. SunPass Plus revenues are transferred directly into the Authority's bank account by the FDOT, minus any discount and transactions fees.

4.07 Overcharges, Undercharges, and Refunds

The Company is liable for the refund of any overcharges to the customer, payment of any undercharges to the Authority, and for any Authority refunds.

#### A. Overcharges

- (1) If the Company charges a customer a price in excess of the established schedule of rates, the amount by which the actual charge exceeds the established rate will constitute an overcharge which will be returned to the customer, where possible, following the procedures below. If the overcharge cannot be returned to the customer, the overcharge becomes the property of the Authority. Overcharges will not be applied against shortages to counterbalance the reimbursement amount the Company is required to remit.
- (2) If the overcharge is discovered before the deposit of the days' receipts, the Company will reimburse the overcharge to the customer. The transaction will be noted on the appropriate cashier shift report with a brief justification and verifying data attached.
- (3) If the overcharge is discovered after the deposit of the days' receipts, the Company will forward all documented evidence to the Concessions and Commercial Parking Department. The Authority will issue the reimbursement.
- (4) If the overcharge is on a credit card, the Company is responsible for researching all credit card charge-back claims to determine the validity of such overcharge claims and will make the necessary adjustments to customer's account.

#### B. Undercharges

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

#### C. Refunds

- (1) All refunds must be approved by the Concessions and Commercial Parking Department.
- (2) Employee Permits - from time to time a customer of the Employee Lot may request a refund because the individual no longer needs to park in the Employee Lot for the time period that has been paid. The employee permit office staff will assemble all pertinent information along with the customer's request for a refund and submit to the Concessions and Commercial Parking Department.

### 4.08 Gross Receipts

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

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

B. Protection of Gross Receipts

All Gross Receipts derived from Company's operations hereunder are public funds of Authority and will be held in trust by Company while the funds are in its custody and control. Should any of such Gross Receipts be lost, stolen, or otherwise unlawfully removed from the custody and control of Company and if any counterfeit currency is accepted by Company, Company will continue to be responsible therefore and will deposit in the bank designated by Authority a like sum of monies within 48 hours of discovery of such loss, theft, or unlawful removal. Should said loss, theft, or unlawful removal be insured or otherwise secured by Company, any payments made to Authority by such insurance company, bonding company, or other, when paid to Authority, will be reimbursed to Company to the extent of such deposit. Company will be responsible for any increase in Authority's banking service charges resulting from Company's failure to follow established and approved procedures.

4.09 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH)–VIP Supplier, ACH–Standard, ePayables, or Purchasing Card (PCard). Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Contract in coordination with Accounts Payable.

4.10 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

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

4.11 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Contract.

4.12 Holdover

Any Processes provided by the Company with the written consent of Authority after the Expiration Date of this Contract shall be on a month to month basis with all provisions of this Contract, including fees and charges, remaining in place until such time that Authority gives notice to Company to cease Processes. Notice to cease Processes will be provided not less than thirty (30) days prior to the anticipated cessation date.

Any Processes provided by the Company after the termination of this Contract without the written approval of Authority constitute a month-to-month agreement on the same terms and conditions as this Contract. Authority must pay the Management Fee for the entire holdover period for that portion of Processes provided by Company where this Contract has expired or been terminated. In the event of such holdover tenancy, Company shall indemnify Authority against all damages arising out of Company's holdover tenancy, including but not limited to, any costs incurred by Authority to evict Company, and all insurance policies required to be obtained and maintained by Company as set forth in this Contract shall continue in full force and effect.

## ARTICLE 5

### TAXES

All taxes of any kind and character payable on account of the work done and materials furnished under this Contract will be paid by Company. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company. Authority is exempt from all State and federal sales, use and transportation taxes.

## ARTICLE 6

### OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by Company or its employees incident to, or in the course of, professional services to Authority, will be and remain the property of Authority.

## ARTICLE 7

### QUALITY ASSURANCE

Company will be solely responsible for the quality of all work performed by Company, its employees and/or its subcontractors under this Contract. All services furnished by Company, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the

purposes intended by Authority. Company's services and deliverables must conform with all applicable federal and State laws, regulations and ordinances.

## ARTICLE 8

### NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform work similar to or the same as that which is within Company's Processes under this Contract. Company further acknowledges that this Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

## ARTICLE 9

### DEFAULT AND TERMINATION

#### 9.01 Events of Default

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

- A. The failure or omission by Company to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
- B. Being in arrears in the payment of the whole or any part of the rentals, fees and charges agreed upon hereunder for a period of ten (10) days after notice of such default to Company.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract, failure to perform any of the provisions of this Contract, or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by

Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

#### 9.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law; or
- C. Declare this Contract to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

#### 9.03 Continuing Responsibilities of Company

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

#### 9.04 Company's Remedies

Upon thirty (30) days written notice to Authority, Company may terminate this Contract and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Contract or in the payment of any fees or charges to Authority, and only upon or after the occurrence of the following: the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Contract, such termination shall automatically be deemed a termination for convenience under Article 3.06.

## ARTICLE 10

### INDEMNIFICATION

- A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Contract, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:
1. Presence on, use or occupancy of Authority property;
  2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
  3. Any breach of the terms of this Contract;
  4. Performance, non-performance or purported performance of this Contract;
  5. Violation of any law, regulation, rule, Advisory Circular, or ordinance;
  6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
  7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the

Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Authority, its members, officers, agents employees, and volunteers.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule, Advisory Circular, or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant;

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claims caused by the negligence, acts or omissions, of the Authority, it's Members, officers, agents, employees and volunteers.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute §725.06(1) or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii)



coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

- D. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- G. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- H. If the above Sections A - G or any part of this Sections A – G is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

## ARTICLE 11

### ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

#### 11.01 Books and Records

In connection with payments to Company under this Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of

this Contract. Records include, but are not limited to, parking revenue and expense reimbursement documentation, and books, documents, papers, and records of Company directly pertinent to this Contract. Company will not destroy any records related to this Contract without the express written permission of Authority.

#### 11.02 Financial Reports

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

#### 11.03 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the term of this Contract or within three years after the end of this Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the eighth (8<sup>th</sup>) day following the date the request was made. Accrual of such fee will continue until specific performance is accomplished.

If as a result of any engagement it is determined that Company has overcharged Authority, Company will re-pay Authority for such overcharge and Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent for the period under consideration, Company will also pay for the entire cost of the engagement.

Authority reserves the right to review, inspect, examine, or audit the books and records of Company's parking receipts at any time for the purpose of verifying the Gross Receipts under this Contract. Any additional monies due as a result of said engagement will be paid to Authority by Company and Authority may assess interest of up to 12% from the date the monies were originally due to the date of payment.

Company will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Contract.

## ARTICLE 12

### INSURANCE

#### 12.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. In the event Company becomes in default of the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Authority, members of Authority's governing body, and Authority officers, volunteers and employees are included as additional insured.

#### 12.02 Required Coverage – Minimum Limits

##### A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

Contract Specific

General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000
Personal and Advertising Injury Each Occurrence	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

B. Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be:

Each Occurrence – Bodily Injury and Property Damage combined	\$3,000,000
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D. Professional Liability Insurance

Such insurance will be provided on a form acceptable to Authority and maintained throughout this Contract and for three years following completion of this Contract. Coverage will include all work of Company without exclusions unless approved in writing by Authority. The limits of coverage will not be less than:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

E. Cyber Liability & Data Storage

Company shall purchase and maintain, throughout the life of this Contract, Cyber Liability Insurance which will be used for damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for "Event Management" including, but not limited to, costs and expenses relating to notifying effected customers/users of a security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

Each Occurrence	\$2,000,000
Annual Aggregate	\$2,000,000
Event Management Expenses	\$2,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of services provided and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

F. Garagekeepers' Legal Liability

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

Each Vehicle	\$1,000,000
Each Occurrence All Vehicles	\$1,000,000

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

H. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required by this Contract, waives all rights against Authority, members of Authority's governing body and Authority officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

12.03 Incident Notification:

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

12.04 Customer Claims, Issues, or Complaints:

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Company will be promptly handled, addressed and resolved by the Company.

The Company will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

#### 12.05 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

### ARTICLE 13

#### GUARANTEES

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

#### 13.01 Fidelity Guaranty

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

#### 13.02 Performance Guaranty

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

#### 13.03 Payment Guaranty

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

If at any time after commencement of this Contract and receipt of said guarantees by Authority, Authority will reasonably deem the surety or sureties upon such guaranty or

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

## ARTICLE 14

### LIQUIDATED DAMAGES

14.01 If any portion of the Processes required by this Contract is not commenced on July 1, 2020, Authority will incur substantial injury, including loss of use of facilities, loss of revenue and inconvenience to the public. Damages arising from such injury cannot be calculated with any degree of certainty. Such liquidated damages are not a penalty, but are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the actual amount of damages that will be sustained by Authority as a consequence of such violations or failures. If liquidated damages are assessed against Company, that assessment is in lieu of remedies for delay and loss of revenue and is in addition to all other remedies available to Authority under this Contract. Upon imposition of liquidated damages under this Article, Authority may either deduct the liquidated damage amounts from any payment due to Company or deduct the liquidated damages from Company's performance guaranty within ten (10) days of the date the liquidated damages were imposed. The Parties agree that from any money due or to become due Company or its surety, Authority may retain the sum of five thousand dollars (\$5,000.00) per day, for each day thereafter, Sundays and holidays included, that any portion of the Processes required by this Contract have not commenced. The Parties agree that the sum of five thousand dollars (\$5,000.00) per day is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the delay damages arising from the failure to commence.

#### 14.02 Waiver of Liquidated Damages

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

## ARTICLE 15

## TAKEOVER OF PROCESSES

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

## ARTICLE 16

### NON-DISCRIMINATION

During the performance of this Contract, Company, for itself, its assignees and successors in interest, agrees as follows:

- 16.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.
- 16.02 Civil Rights. Company, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;



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

16.03 In all solicitations either by competitive bidding or negotiation made by Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

- 16.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 16.05 In the event of Company's non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- 16.06 Company will include the provisions of Paragraphs 16.01 through 16.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- 16.07 Company assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

## ARTICLE 17

### AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE

#### 17.01 Authority Policy

Authority is committed to a policy and program for the participation of Airport Concession Disadvantaged Business Enterprises (ACDBEs) in concession-related contracting opportunities in accordance with 49 CFR Part 23, as set forth in the Authority Airport

Concession Disadvantaged Business Enterprise (ACDBE) Policy and Program, incorporated herein by reference (ACDBE Program). In advancing the Authority ACDBE Program, Company agrees to ensure that ACDBEs, as defined in 49 CFR Part 23 and the Authority ACDBE Program, have a fair opportunity to participate in the performance of this Contract. Company will take all necessary and reasonable steps in accordance therewith to ensure that ACDBEs are encouraged to compete for and perform subcontracts under this Contract.

#### 17.02 Non-Discrimination

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

#### 17.03 ACDBE Participation and Compliance

- A. ACDBE Goal. An ACDBE concession specific goal of at least twenty-two percent (22%) of the total annual expenditures of goods and services generated under this Contract has been established throughout the Term of this Contract.
- B. ACDBE Termination and Substitution. Company will not terminate an ACDBE for convenience without Authority prior written consent. If an ACDBE is terminated by Company with Authority consent or, if an ACDBE fails to complete its work on this Contract for any reason, Company must make good faith efforts, in accordance with the requirements of 49 CFR Part 23.25(e) (1) (iii) and (iv), to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.
- C. Monitoring. Authority will monitor the compliance and good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to,

records, records of expenditures, contracts between Company and the ACDBE participants, and other records pertaining to the ACDBE participation plan, which Company will maintain for a minimum of three (3) years following the termination of this Contract. The extent of ACDBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Company for the achievement of these goals.

- D. Reporting Requirements. No later than fifteen (15) days after the end of each calendar month during the Term, Company will submit to Authority, on Authority's monthly ACDBE Utilization Report form, or in a format acceptable to Authority, a report of Company's total goods and services expenditures, along with the total dollar value of goods and services earned by an ACDBE under this Contract and the total value of Processes purchased or leased from each ACDBE during the month, in each case calculated in accordance with the requirements of 49 CFR Part 23.
  
- E. Prompt Payment. Company agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each invoice and acceptance of work or services. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both ACDBE and non-ACDBE subcontractors.

## ARTICLE 18

### AUTHORITY APPROVALS

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

## ARTICLE 19

### DATA SECURITY

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

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

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

## ARTICLE 20

### DISPUTE RESOLUTION

#### 20.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the Processes, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.

- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
  - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
  - 2. Failure of the work to comply with the requirements of this Contract;
  - 3. Terms of special warranties required by this Contract;
  - 4. Latent defects.

## 20.02 Resolution of Claims Disputes

- A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim

in writing within twenty one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

- B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
- C. Any action initiated by either Party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

## ARTICLE 21

### NON-EXCLUSIVE RIGHTS

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

## ARTICLE 22

### WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

## ARTICLE 23

### COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or

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

#### ARTICLE 24

##### COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

**IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, [ADMCENTRALRECORDS@TAMPAAIRPORT.COM](mailto:ADMCENTRALRECORDS@TAMPAAIRPORT.COM), HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O.BOX 22287, TAMPA FL 33622.**

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the services contemplated by this Contract.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract Term and following completion of this Contract.
- D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.



ARTICLE 25

PROPERTY RIGHTS RESERVED

This Contract will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon. Company understands and agrees that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 26

VACATE PREMISES

Company will vacate Parking Facilities upon the conclusion of the Term in the same condition as existed at the commencement of the term, ordinary wear and tear excepted. Provided Company is not in default of this Contract, Company will immediately remove all of its personal property from the Parking Facilities at the conclusion of the Term. Failure on the part of Company to remove its personal property within ten (10) days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by Company.

ARTICLE 27

CONTRACT MADE IN FLORIDA

This Contract has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

ARTICLE 28

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

**TO AUTHORITY:**  
(MAIL DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
P.O. Box 22287  
TAMPA, FLORIDA 33622-2287  
ATTN: CHIEF EXECUTIVE OFFICER

**TO COMPANY:**  
(MAIL DELIVERY)  
ABM AVIATION, INC.  
4151 ASHFORD DUNWOODY RD.  
SUITE 600  
ATLANTA, GA 30319  
ATTN: SCOTT HUTCHISON

**OR**

(HAND DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
4160 GEORGE J. BEAN PARKWAY  
SUITE 2400, ADMINISTRATION BUILDING  
TAMPA, FLORIDA 33607-1470  
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)  
ABM AVIATION, INC.  
4151 ASHFORD DUNWOODY RD.  
SUITE 600  
ATLANTA, GA 30319  
ATTN: SCOTT HUTCHISON

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

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

#### ARTICLE 29

##### RIGHT TO DEVELOP AIRPORT

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

#### ARTICLE 30

##### RIGHT OF FLIGHT

Company expressly agrees for itself, its successors and assigns, to prevent any use of the Airport which would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

## ARTICLE 31

### SUBORDINATION OF AGREEMENT

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

## ARTICLE 32

### SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

## ARTICLE 33

### ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Contract.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Contract during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

## ARTICLE 34

### SECURITY BADGING

At the Authority's request, Company's Personnel who work at the Airport must apply for and be issued a proper security identification badge prior to beginning work at the Airport. Company shall be responsible for ensuring personnel, vendor and contractor compliance with all security rules, regulations and procedures including, but not limited to, those issued by the FAA, TSA, and Authority. The rules, regulations and procedures of the FAA, TSA and Authority regarding security matters may be modified during the Term and Company shall be required to comply with all modifications. Company shall pay all costs associated with obtaining the required security identification badge and security clearances for its personnel, including, but not limited to, the costs of training and badging as established by Authority.

Authority will fine Company for each security identification badge that is lost, stolen, unaccounted for or not returned to Authority at the time of security identification badge expiration, employee termination, termination of this Contract, or upon written request by Authority. This fine will be due within fifteen (15) days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

If any of Company's personnel is terminated or leaves Company's employment, Authority must be notified immediately, and the security identification badge must be returned to Authority promptly.

Company's personnel who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Company's business as outlined herein. Company's personnel shall be informed by Company in writing of this requirement and a violation of such shall be a basis for the termination of a person's employment if that person violates such restrictions.

## ARTICLE 35

### VENUE

Venue for any action brought pursuant to this Contract will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

## ARTICLE 36

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Company is required to complete Exhibit J, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit J for each renewal option period.

This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 37

RELATIONSHIP OF THE PARTIES

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

ARTICLE 38

RIGHT TO AMEND

In the event that the United States Government, including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

Authority and Company may, during the Term and by mutual agreement, add additional space(s) or delete areas from the Parking Facilities or amend exhibits. All areas added to the Parking Facilities shall be subject to all the terms, conditions, and other provisions of this Contract. The Parties agree to modify the exhibits by letter, executed by the Vice President of Concessions and Commercial Parking or designee, and acknowledged by Company, without need for formal amendment to this Contract.

ARTICLE 39

## DAMAGING ACTIVITIES

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

- 39.01 Any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
- 39.02 Any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any federal, state, or local environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
- 39.03 Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
- 39.04 Any substance that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
- 39.05 Any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or
- 39.06 Any substance that contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

## ARTICLE 40

### TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

#### ARTICLE 41

##### RADON GAS NOTIFICATION

In accordance with requirements of the State of Florida, the following notification statement will be included in all agreements relating to rental of real property. This is provided for information purposes only.

RADON GAS: Radon is naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

#### ARTICLE 42

##### AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

#### ARTICLE 43

##### FAA APPROVAL

This Contract may be subject to approval of the FAA. If the FAA disapproves this Contract, it will become null and void, and both Parties will bear their own expenses relative to this Contract.

#### ARTICLE 44

##### AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and

Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Contract or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

#### ARTICLE 45

##### INVALIDITY OF CLAUSES

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

#### ARTICLE 46

##### HEADINGS

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

#### ARTICLE 47

##### SEVERABILITY

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Contract which are severable shall be unaffected.

#### ARTICLE 48

##### COMPLETE CONTRACT

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



ARTICLE 49

MISCELLANEOUS

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

ARTICLE 50

ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

ARTICLE 51

ORDER OF PRECEDENCE

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

- A. Terms and conditions as contained in this Contract;
- B. RFP No. 19-534-015, Parking Facilities Management Services, issued August 2, 2019, and all its addenda;
- C. Company's response to RFP No. 19-534-015, and any subsequent information submitted by Company during the evaluation process.

[The remainder of this page was intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have set their hands and corporate seals on this 6th day of February, 2020.

**HILLSBOROUGH COUNTY AVIATION  
AUTHORITY**

ATTEST: \_\_\_\_\_  
Jane Castor, Secretary

BY: \_\_\_\_\_  
Gary W. Harrod, Chairman

Address: PO Box 22287  
Tampa FL

Address: PO Box 22287  
Tampa FL

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

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

**Approved as to form for legal sufficiency:**

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

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 6th day of February, 2020, by Gary W. Harrod, in the capacity of Chairman of the Board of Directors, and Jane Castor, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

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

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

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

**ABM AVIATION, INC.**

Signed in the Presence of:

BY:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Witness

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

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

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

**ABM AVIATION, INC.**

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

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

The foregoing instrument was acknowledge before me this \_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_ in the capacity of \_\_\_\_\_,  
(Individual's Name) (Individual's Title)

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

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

Stamp or Seal of Notary

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

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

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

**EXHIBIT A**

**PARKING FACILITIES**

**OPERATING PROCESSES**

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

**TAMPA INTERNATIONAL AIRPORT**

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SECTION 21	HURRICANE PLAN

## SECTION 1 GENERAL RESPONSIBILITIES

### A. Authority Responsibilities

- (1) To provide installation and maintenance of the parking garage structures, the paved and unpaved surfaces of all parking facilities, including striping and traffic markings, all revenue control equipment and counting devices, signs, toll booths and all improvements, such as lighting, electricity, water, and sewer facilities.
- (2) To issue directives and instructions to the Company as necessary regarding situations that may not be covered in this Contract.
- (3) To provide the Company with office space as listed in Section 2, Paragraph B, below.

### B. Company Responsibilities

- (1) To operate and manage the Parking Facilities in a First Class manner, as determined by the Authority, and in accordance with all requirements, standards, and procedures in this Contract and any changes thereto, as well as in line with industry best practices.
- (2) To protect parking revenues and to operate efficiently within the revenue control system established by the Authority.
- (3) To obtain and maintain throughout the Term of this Contract and any renewal option periods, all permits, certificates, licenses, or other authorizations required in connection with the operation and any subcontractors of its business at the Airport and to provide current copies of such permits, certificates, and licenses to the Authority.
- (4) Advise the Authority of any complaint immediately, acknowledge all customer complaints within twenty-four (24) hours, attempt to resolve all customer complaints within seventy-two (72) hours, advise the Authority on the outcome or status within seventy-two (72) hours, and forward all complaints outside the Company's responsibility and ability to answer to the Authority immediately.

## SECTION 2 FACILITIES AND SERVICES

### A. Parking Facilities

The Parking Facilities are depicted in Exhibit G, Facility Locations. The Authority's

Parking Facilities may change during the Term of this Contract.

(1) Parking Facilities

- a. Short Term Parking Garage
- b. Long Term Parking Garage
- c. Economy Parking Garage
- d. Employee Parking Lot
- e. Cell Phone Waiting Lot
- f. Overflow Parking

(2) Parking Toll Plazas

- a. Short Term Parking Garage and Long Term Parking Garage  
The thirteen (13) toll plaza lanes are used by all customers exiting the Short Term Parking Garage and Long Term Parking Garage (Terminal Toll Plazas) and contain four (4) cashier lanes and two (2) SunPass lanes.
- b. Economy Parking Garage  
The five (5) toll plaza lanes are used by all customers exiting the Economy Parking Garage (Economy Toll Plaza) and contain two (2) cashier lanes and two (2) SunPass lanes.

(3) Parking Services

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

a. Valet Parking

The two Valet Parking customer areas are:

- i. The blue flight departure drive, open 5:00 a.m. until 5:30 p.m.;  
and
- ii. Inside Level 5 of the Short Term Parking Garage, open 24  
hours per day, seven days per week.

Cars dropped off at the blue flight departure drive are moved from the valet area into level five of the Short Term Parking Garage. Customers retrieve their cars from the Short Term Parking Garage. The valet operation is flexible by demand and currently utilizes 150 spaces.

- b. **Vehicle Detailing Services**  
The Company is responsible for providing vehicle detailing services, as described in Exhibit H, Vehicle Detailing Services.
- c. **Employee Parking Permits**  
The Company is responsible for the sale of Airport employee parking permits from an employee parking management office located at the employee parking lot off Hillsborough Avenue (Employee Parking Lot) as shown on Exhibit G, Facility Locations and through an online payment system provided by the Authority.
- d. **Emergency Road Service**  
Emergency road service is provided to customers requiring at least a jump-start, a tire change, gas delivery or unlocking of their vehicles. The Company's employees may attempt to unlock customer vehicles using a "slim-jim" type device. If that is not successful, the customer is responsible for acquiring the services of a locksmith.
- e. **Value Added Services**  
The Company may provide value added services as identified in Exhibit I, Value Added Services. The services may be provided directly by the Company or by an Authority approved subcontractor. The Company will insure that all personnel providing the services are properly licensed and trained. Details concerning each value added service will be established in writing between the Company and the Authority and may be changed from time-to-time. All commissions paid to the Authority will be reported as a line item on the monthly requisition and will be credited to the monthly amount due to the Company.
- f. **Automated Vehicle Identification (AVI)/Ground Transportation System (GTS) Administration**  
The Company is responsible for the distribution and monitoring of AVI transponders from the GTS management office located at the Economy Parking Garage. This service requires a position to be staffed during normal Authority Business Days.

**B. Company Offices**

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



Authority.

- (1) Terminal Toll Plaza Office
- (2) Economy Toll Plaza Office  
This office has a separate Supervisor's office and dispatcher's office.
- (3) Employee Parking Permit Office  
The employee parking permit office is further described in Section 17.

### SECTION 3 VEHICLES AND EQUIPMENT

#### A. Vehicles

The Company will ensure that all Vehicles are parked only in designated areas in the Parking Facilities and not in a manner that interferes in any way with any other operations at the Airport.

- a. Authority Provided Vehicles  
These vehicles may change during the Term of this Contract.
  - i. Authority Provided Vehicles
    - a) 4 - Club Car four wheel utility vehicles or equivalent.
    - b) 1 - Gas powered golf cart.
    - c) 2 - Power sweepers.
    - d) 1 - Power scrubber.
  - ii. Fuel  
Fuel for the Authority Provided Vehicles will either be provided by the Authority at its fuel farm or will be allowed as a Reimbursable Expense.
  - iii. Maintenance  
The Authority will provide or contract to provide all maintenance for the Authority Provided Vehicles.
  - iv. Return of Authority Provided Vehicles to Authority  
Upon the expiration or earlier termination of this Contract, the Company will promptly return the Authority Provided Vehicles to the Authority at the location specified by Concessions and Commercial Parking. The Authority Provided Vehicles will be clean and in good operation and repair, normal wear and tear accepted.

b. Company Provided Vehicles

The Company will be responsible for providing all vehicles other than the Authority Provided Vehicles for use in the operation and management of the Parking Facilities. The Company Provided Vehicles will be new at the outset of this Contract and will conform to all applicable rules and regulations, ordinances, and state and federal laws. The cost of the Company Provided Vehicles and all associated expenses, including equipping the vehicles with emergency road service equipment as further described in Section 2(A)(3)(d), will be included in the Company's Management Fee. The Company will not be reimbursed for the cost of the Company Provided Vehicles or any associated costs. These vehicles may change during the Term of this Contract. The Authority reserves the right to approve or reject any vehicle or to require additional vehicles at its sole discretion.

c. Revenue and Operational Control Equipment

The Authority's revenue and operational equipment may change during the Term of this Contract. The Authority provides and maintains revenue and operational control equipment that currently includes:

a. HUB

i. Toll Plaza Exit Lanes

Only four (4) exit lanes at the Terminal Toll Plaza and two (2) at the Economy Toll Plaza are equipped with point-of-sale systems (Fee Computers). All exit lanes are equipped with automatic cashier terminal (ACT) machines. There is a further exit lane into the employee area within the Long Term Parking Garage accessed by proximity card.

ii. Entrance Lane Ticket Dispensers

There are eighteen (18) ticket dispensers, one in each entrance lane, seven (7) at the Long Term Parking Garage, six (6) at the Short Term Parking Garage, and five (5) at Economy Parking Garage. There is a further entrance lane into the employee area within the Long Term Parking Garage accessed by proximity card.

iii. Employee Lot Lanes

Exit and entrance lanes to the Employee Lot are through proximity card readers and potentially AVI readers.

iv. Gates

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

b. SunPass

- i. Toll Plaza Exit Lanes  
Two (2) of the lanes at the Terminal Toll Plaza and two (2) lanes at the Economy Toll Plaza are equipped with automated vehicle identification (AVI) readers for SunPass Plus use.
- ii. Entrance Lanes  
SunPass Plus is available in three (3) Long Term Parking Garage, two (2) Short Term Parking Garage, and two (2) Economy Parking Garage entrance lanes and two (2) on the re-circulation drive.
- c. Backup Credit Card System  
There are 22 Omni machines located inside each exit lane toll booth used as a backup credit card system.
- d. Office Equipment
  - i. Desktop Personal Computers
  - ii. Copy Machine
- e. System Accessories  
The accessories include all servers, port controllers and computer accessories to operate the HUB system. These systems may change during the Term of this Contract.

#### SECTION 4 RATES

The Company will only charge customers the rates as approved by the Authority in writing to the Company.

#### SECTION 5 PERSONNEL

##### A. Staffing

The Company is responsible for ensuring that the staffing is sufficient to meet all operating procedure requirements and to provide the highest level of service to all customers and in line with the proposed budget.

##### (1) Management Employees

The Company is responsible for providing qualified management that includes a full-time Resident Manager and sufficient additional management level staff to manage the operation twenty-four hours a day, seven days a week, and assure compliance with all terms and conditions of this Contract. The Company's management will report to Concessions and Commercial Parking.

The Resident Manager will meet the qualifications listed below and will be present at the Airport a minimum of 40 hours per week, usually during normal business hours. The Resident Manager will be available via phone outside of normal business hours.

A four-year degree in business management, accounting or a related field from a college or university.

A minimum of five (5) years of management experience in a public parking facility.

Associate Degrees and Certificates of Completion of course work in applicable areas can be applied to the education requirements.

Parking management experience can be substituted on a year for year basis for education requirements.

All managers will require initial approval by Concessions and Commercial Parking; however, such approval will in no way constitute an unconditional continuous approval.

(2) Staffing List

The Company will maintain and provide on request an accurate list of employees, including the employee names, job classifications, home addresses, and phone numbers. This list will be kept up to date and available at all times for review by Concessions and Commercial Parking.

B. General Rules for Employee Conduct

The Company's general rules for employee conduct are included as Exhibit D, General Rules for Employee Conduct and will be reviewed from time to time by Concessions and Commercial Parking for modifications, as necessary.

C. Termination of Employees

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

D. Pay Rates and Benefits

The Company will establish the pay range for each job classification and a formal written procedure for cost of living adjustments and merit increase rates, if no rate freeze is in effect. The Company will establish employee benefits in writing for each job classification as approved by the Authority. Exhibit C, Employee Pay Rates and Benefits, will be reviewed from time to time by Concessions and Commercial Parking for modifications, as necessary. Changes to pay ranges, rates, and raises are subject to Authority review and approval and must be justified by the Company. Employee performance evaluation as to eligibility for merit increases will be established by the Company.

E. Job Procedures and Work Methods

Exhibit E, Job Procedures and Work Methods, as established by the Company, may be reviewed by Concessions and Commercial Parking from time to time and modified, as necessary.

F. Training Program

Exhibit F, Employee Training Program, as established by the Company, may be reviewed by Concessions and Commercial Parking from time to time and modified, as necessary. The Company will maintain a current record of training for each employee and make it available for review by Concessions and Commercial Parking.

G. Uniforms

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

H. Identification Badges

- (1) The basic badge design and all modifications are to be approved in advance by the Authority.

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

I. Company Employee Parking

- (1) All Company employees will have employee parking provided by the Authority at no charge to the Company. Employee parking assignments will be at the discretion of Concessions and Commercial Parking. Employees will park only where directed by Concessions and Commercial Parking.
- (2) The Company will provide necessary information to update and keep current parking records of Company employees. Company shall provide current parking records to Authority, upon request.

SECTION 6 OPERATION SCHEDULE

A. Parking Facilities and Services

<u>Facilities and Services</u>	<u>Hours of Operation</u>
(1) Short Term Parking Garage	These facilities are open to the public 24 hours per day, seven days per week. However, portions of the facilities may be temporarily restricted from time to time due to traffic control issues and cleaning requirements as detailed in Sections 8 and 9.
(2) Long Term Parking Garage	
(3) Economy Parking Garage	
(4) Cell Phone Waiting Lot	Twenty-four (24) hours per day, seven days per week.
(5) Overflow Parking	As needed basis.
(6) Valet Parking	Twenty-four (24) hours per day, seven days per week.

(7) Employee Parking Lot	Twenty-four (24) hours per day, seven days per week.
(8) Employee Parking Permit Office	Monday through Friday, from 8:00 a.m. until 4:00 p.m. Also, any additional extra hours each month during peak traffic times as determined by Authority.
(9) Emergency Road Service	Twenty-four (24) hours per day, seven days per week.
(10) Vehicle Detailing	Available with valet parking service reservation.

## SECTION 7 MAINTENANCE, OPERATION, AND CLEANLINESS OF VEHICLES

### A. Maintenance

#### (1) Authority Maintenance

The Authority is responsible for the maintenance of Authority Provided Vehicles.

#### (2) Company Maintenance

The Company is responsible for all bumper to bumper maintenance and repair on Company Provided Vehicles and interior and exterior cleanliness on both Company Provided Vehicles and Authority Provided Vehicles.

### B. Operation

(1) The Company will institute and enforce strict control over the operation of the Authority Provided Vehicles and Company Provided Vehicles, collectively referred to as Service Vehicles, in a safe manner at all times.

(2) The Company will assure that all employees operating the Service Vehicles are properly licensed under the laws of the State of Florida to operate the Service Vehicles, trained, insured, and specifically authorized by the Resident Manager.

(3) All Authority Provided Vehicles will remain on the Airport at all times except during maintenance or bona fide errands off the Airport that are necessary for efficient operations.

(4) Use of personal vehicles for operations within the Parking Facilities may be allowed only for extenuating circumstances with prior approval by Concessions and Commercial Parking.

## SECTION 8 CLEANING OF FACILITIES

The Company will adhere to the following cleaning schedules, at a minimum, to maintain the Parking Facilities. Additional maintenance procedures or increased frequency of cleaning may be necessary for the Company to provide the highest level of customer

service and ensure that the Parking Facilities are maintained in a First Class manner, as determined by the Authority. The Authority will provide the necessary cleaning equipment and supplies, and will replace the equipment when it is worn out as a result of normal use. The Company is responsible for replacing lost, stolen, or destroyed equipment caused by the Company's abuse, misuse or neglect. All other janitorial supplies will be provided by the Authority or by the Company as a reimbursed cost based on approved expenditure items.

A. Short Term Parking Garage, Long Term Parking Garage, and Economy Parking Garage

(1) Trash

- a. Empty all receptacles as needed.
- b. Consolidate trash in barrels kept in storage area.
- c. Remove accumulated trash to the compactor as needed, at least once daily, using Company's pickup truck.

(2) Ashtrays

- a. Remove debris as needed. Use extreme care not to put hot ashes and other hazardous materials in trash receptacles.
- b. Add sand as needed.
- c. Wash entire receptacle as needed, at least once a week.

(3) Signs

The surfaces of all signs, including those for traffic direction, should be cleaned as needed, at least once a month.

(4) Litter

- a. Constantly look for and pick up litter in the Parking Facilities.
- b. Use sweeper and blower to thoroughly clean garages covering each level at least once a month during low-traffic periods.

(5) Oil and Grease Deposits

- a. Patrol and clean levels and ramps daily during low-traffic periods.
- b. Apply and rub in absorbent on any observed spots or spills.
- c. Sweep up absorbent as soon as spill has been absorbed.
- d. Initiate heavy duty cleaning as necessary.

(6) Standing Water

Push standing water to drains with floor squeegees as needed to prevent puddles.

(7) Pressure Washing

Pressure wash garage levels periodically or as required by Authority.



- (8) Report Repairs  
Company will report repairs needed in each of the Parking Facilities to the Authority.

B. Economy Parking Garage

- (1) Trash/Litter
  - a. Patrol entire lot as needed, at least weekly, to pick up litter.
  - b. Empty trash receptacles in the shelters daily or as needed.
- (2) Bus Shelters  
Clean interior and exterior, including windows, as needed, at least once a week.
- (3) Report Repairs  
Company will report repairs needed in each of the Parking Facilities to the Authority.

C. Employee Parking Lot

- (1) Trash/Litter
  - a. Patrol entire lot as needed, at least weekly, to pick up litter.
  - b. Empty trash receptacles and ashtrays in the shelters daily.
- (2) Oil and Grease Deposits
  - a. Apply absorbent to any observed spots or spills.
  - b. Clean up absorbent as soon as possible.
- (3) Bus Shelters  
Clean interior and exterior as needed, at least once a week.
- (4) Report Repairs  
Company will report repairs needed in each of the Parking Facilities to the Authority.

D. Parking Garage Entrance Lanes and Terminal Toll Plaza Exit Lanes

- (1) Remove trash and litter as needed, at least once per shift.
- (2) Degrease lanes as needed, at least once a month and pressure wash lanes quarterly.
- (3) Clean equipment exteriors of the gate boxes, SunPass Readers, and ticket dispensers as needed, at least once a month.
- (4) Clean interior and exterior of toll booths as needed, at least once a week.  
Have booths detailed at least semi-annually.

- (5) Pressure wash divider walls in exit lanes to remove vehicle scrapes as needed at least semi-annually.
- (6) Report Repairs  
Company will report repairs needed in each of the Parking Facilities to the Authority.

E. Company Offices

Cleaning of the Company's offices is the Company's responsibility and will be accomplished as needed to keep it in top condition with a neat, clean, professional appearance.

## SECTION 9 TRAFFIC CONTROL

Closure and reopening of the Parking Facilities to incoming traffic will be determined by the Company in coordination with Commercial Parking and Operations. Closing or opening of any temporary overflow facility will be directed only by Concessions and Commercial Parking.

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

## SECTION 10 EXIT AND ENTRY LANE POLICIES AND PROCEDURES

A. General Information

- (1) Company will maintain a coin bank sufficient to make customer change efficiently, with a minimum of \$5,000 on hand.
- (2) Self-service credit card payment options are available at each Parking Facility. The majority of all exit transactions are automated.
- (3) At both the Terminal Toll Plaza and Economy Toll Plaza, all lanes should be open 24 hours per day, seven days per week, unless they are going through the "log on or check out" procedures or unless authorized by Concessions and Commercial Parking.
- (4) If a customer is not able to use the automated exit equipment due to equipment malfunction, a Company employee will "manually process the transaction" so the customer can exit out in the same lane. Customer vehicles should not be backed out of a lane unless absolutely necessary. If

and when a back out is necessary, the customer will be assisted by a Company employee or supervisor.

## SECTION 11 IMPOUNDS

### A. Abandoned Vehicles

- (1) After a customer vehicle has been on the parking inventory in excess of 45 days, the Company will notify Concessions and Commercial Parking, who may request it be impounded as abandoned. The Company will be notified of the request and provide whatever assistance necessary to confirm the inventory records as being correct. Company will then follow the Authority's then current Standard Procedure regarding abandoned vehicles.
- (2) The customer vehicle will be placed in the impound lot via normal procedures.
- (3) Processing the disposal of an abandoned vehicle will be the responsibility of the Authority under the applicable State statutes.

### B. Initiating Impounds

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

## SECTION 12 RECEIPTS, ACCESS CODES, AND TICKETS

### A. Receipts

- (1) All receipts collected are the responsibility of the Company until deposited in the Authority's bank account. Funds will be collected by the armored car service daily and deposited into the Authority's designated account within two business days.

### B. Parking Tickets

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

### C. New Ticket Procedures

New parking tickets will be handled by the Company in the following manner.

- (1) Order and receive all shipments of new tickets.
- (2) Inspect new tickets to ensure that they meet specifications.
- (3) Store tickets in the secured space provided.

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

D. Test Tickets

- (1) As required, Company personnel may remove a test ticket from a ticket dispenser to verify that the dispenser is functioning properly.
- (2) Each test ticket will be initialed by the individual who has extracted the ticket, and the reason for the action will be written on the ticket.
- (3) Test tickets from parking facility entrances are taken directly to the Terminal Toll Plaza office and documented.
- (4) The Company will keep all test tickets secure from theft or misuse and will include the test tickets with each submittal of reports for the day's operations.

## SECTION 13 DAILY REPORTS

- A. The Company will be required to create and provide a number of daily reports in line with industry best practice including, but not limited, to cashier shift reports, daily reconciliation sheets, insufficient funds reports, shortage and other exception reports, 3:00 a.m. counts by facility, entries and exists by facility revenue, starting ticket numbers and a reconciliation of tickets issued versus returned.

B. Ticket Audits

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

- (1) 100% audit of all manually entered tickets, including valet.
- (2) 100% of unusual transactions mentioned in the cashiers' shift report.
- (3) 100% of all validated tickets, lost and replacement tickets.
- (4) 100% of all credit card transactions.
- (5) 100% of all valet transactions.

- (6) 100% of all SunPass remote transactions.
- (7) Five random tickets from each cashier and exit lane. This confirms accurate programming and identifies any cashier errors.

#### SECTION 14 License Plate Recognition (LPR)

Company will administer the LPR system that records all vehicle license plates on entry and exit.

- A. The Company will provide LPR reports to the Authority upon request.

#### SECTION 15 OPERATING RECORDS AND REPORTS

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

- A. **Parking Facility Inspections**  
The Company is required to inspect the facilities and properly record the results of inspections. Parking Facilities inspection reports are required to be submitted at the Authority's request. Frequency of inspections will be determined by Authority.
- B. **Incidents Reportable to Airport Police and Authority**  
Any incident involving injury to employees or the public or damage to Authority property or private property when an employee of the Company is involved must be reported to the Airport Police immediately and documented in a report to Concessions and Commercial Parking.
- C. **Incident Reports**  
The Company will maintain a continuous supervisor's log in which all pertinent activities will be noted, including, but not limited to, the items listed below. The report will be forwarded to the Authority upon request.
  - (1) Equipment problems.
  - (2) Customer complaints.
  - (3) Observed operational abnormalities.
  - (4) Incidents or accidents.

- (5) Facility closures.
- (6) Other pertinent information, as necessary.

## SECTION 16 EQUIPMENT MALFUNCTIONS AND MAINTENANCE

### A. Work Requests

- (1) Reported malfunctions or maintenance requests must be checked by the supervisor to confirm that there is an equipment malfunction or need for maintenance and to prepare a brief description for the work request. Supervisors or managers will initiate work requests on equipment malfunctions or maintenance requests by generating an email to the appropriate service desks with, the date and the time of the occurrence.
- (2) A record of all work requests will be kept and submitted to Concessions and Commercial Parking upon request.
- (3) The Resident Manager will review all work requests and check outstanding work requests for completion of necessary repairs.
- (4) Procedures are subject to change in writing by Concessions and Commercial Parking.

### B. After-Hours Equipment Problems

- (1) Should the Company decide that a call-out is necessary for a problem that could cause further damage if not treated or put the revenue control system in jeopardy, the representative would call the Airport Operations Center (AOC) and request an after-hours call out to the designated repair person(s).
- (2) There may be instances where the Airport Operations Manager (AOM) has given call-out permission in advance to the Company to handle catastrophic outages, such as power failures, weather or communication problems.
- (3) The Authority will provide the Company with an up-to-date list of call out responsibilities.

### C. Repairs by Employees

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

- D. Power and Equipment Outages  
The Company and Authority will agree on a written procedure.
  
- E. Equipment Stocking  
Company employees will assure there is official stock of all essential equipment.

## SECTION 17 EMPLOYEE PARKING PERMIT OFFICE

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

- A. Directives and Procedures  
Concessions and Commercial Parking will establish all procedures to be used, records requirements, employee parking eligibility requirements, lot assignments and employee parking policies.

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

Employees of an airport tenant, usually an airline, that have permanent residence in the Airport service area but are based elsewhere and commute to work are eligible for non- based employee parking privileges in Employee Parking Lot. This privilege will be extended on a space available basis and only with authorization of the local station manager or parking authorization individual of the tenant.

- C. Employee Lot Assignments  
Most employees will be assigned to Employee Parking Lot. However, employees may be assigned to other lots by specific authorization from the official representative of an employer with authorization given by Concessions and Commercial Parking, and will be sold permits to those lots only.

- (1) Lots 2-6 permits  
These permits are to be sold only to employees having written authorization from the specific representatives noted above.

- (2) Lot 14 permits  
These permits will be sold only to the cargo building tenants listed for cargo employees only.

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

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

D. Parking Access Cards and Permits

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

E. Records

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

F. Records Update

Computer records will be updated on a continuous basis. Bulk sales to Airport tenants and Authority approved tenant subcontractors will include a listing of all employee parking records which will be forwarded to the Company at least two weeks prior to expiration for the Company to update at the time of the sale. The revised list will be submitted by the Company with the parking access request for system updating. Semi-annually, all Airport tenants and Authority approved tenant



subcontractors that do not purchase parking for their employees and have their employees self-pay instead, will be provided with printouts of employee parking records which they will be required to update and return. Once an employee has been deleted, a new authorization will be required.

G. Revenue Records

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

H. Parking Access and Permit Sale Procedure

(1) New Employees

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

(2) Renewal

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

operation.

(3) Payment

Payment must be received before parking access is granted or permits issued. Checks will be accepted with normal check acceptance procedures.

I. Terminated Employees

It is the responsibility of the employer to retrieve any access card or permit from an employee upon that employee's termination and return it to the permit office. The return of such items will be documented by providing the returner with a computer generated receipt.

J. Hours of Operation

The permit office will be open Monday through Friday, 8:00 a.m. until 4:00 p.m. The office will be closed 11:00 a.m. to 11:30 a.m. for lunch. When the permit office is not open, the employee lot entrance and exits will be monitored 24 hours per day, seven days per week, by Company supervisors at the Terminal Toll Plaza. The hours of operation are at the Authority's discretion.

K. Inventory

Each month a member of the Company's management team will inventory all hangtags, validation stickers and access cards and attest that each inventory number matches the number in the "Sell Parking" Program.

## SECTION 18 VALET

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

A. Operation

(1) Drop Off Locations

a. Curbside Check-in

Customers may drop off their vehicle at curbside check-in at the blue ticketing curbside podium at the first doorway adjacent to the Earhart elevator core. Pick up is not allowed in this location and is only available in Level 5 of the Short Term Parking Garage. As an overview:

- i. The greeter will fill out the appropriate information in the system, receive the vehicle keys and provide the customer with claim check and instructions to the pickup point. A splitter ticket will be pulled and kept with the vehicle.
- ii. The vehicle will be thoroughly inspected for security purposes as well as existing damage and noted.
- iii. This location will be open only during major outbound flight departure periods, currently 5:00 a.m. to 5:30 p.m.
- iv. The vehicle will be moved to Level 5 of the Short Term Parking Garage and parked in the designated valet area as soon as reasonably possible.

b. Short Term Parking Garage – Level 5

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

(2) Storage of Vehicle

All valet vehicles will be moved to the Level 5 valet parking area in the Short Term Parking Garage, unless changed by Concessions and Commercial Parking. Keys, valet ticket, and Short Term Parking Garage ticket received on entry will be turned in to the greeter in the booth on Level 5.

(3) Vehicle Retrieval

- a. All vehicles will be retrieved at the booth on Level 5 in the Short Term Parking Garage.
- b. Customers will exit through the toll plazas using the ticket(s) provided.

B. Revenue Control

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

C. Oversized Vehicles

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

## SECTION 19 SECURITY VEHICLE INSPECTIONS

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

The inspection will be carried out to:

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

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

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

## SECTION 20 EMERGENCY SERVICES

During the Term of this Contract, Company will make available, schedule, and manage shuttle drivers for transportation of Airport customers and the general public traveling between facilities on the Airport during emergencies, which may be requested by Authority. Such shuttle drivers will serve a dual purpose of providing parking facility upkeep including, but not limited to, cleaning, sweeping, and pressure washing, with the ability to operate shuttles as needed for emergency transportation purposes. Company will employ twelve (12) shuttle drivers for this purpose and will each possess and maintain the appropriate State of Florida (State) commercial driver's license or any other such license(s) as may be required by the State. Operational procedures and/or changes regarding this Section will be issued to company in writing by the Authority's Director of Commercial Parking and Ground Transportation without the need of formal written amendment to this Contract.

## SECTION 21 HURRICANE PLAN

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

**EXHIBIT B**  
**STAFFING PLAN**

**Staffing Schedule**

100% of labor hours is assigned to the Authority's account. Hours may vary based on operational needs.

STAFFING SCHEDULE								
100% of labor hours is assigned to the Authority's account. Hours may vary based on operational needs.								
Job Category	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Weekly Hours
Resident Manager		0800-1700	0800-1700	0800-1700	0800-1700	0800-1700		40
Assistant Resident Manager	0800-1700	1400-2300	1400-2300	1400-2300			0800-1700	40
AVI / Manager On Duty		0600-1500	0600-1500	0600-1500	0600-1500	0600-1500		40
Manager On Duty	1700-0130			1700-0130	1700-0130	1700-0130	1700-0130	40
Manager On Duty	1700-0130	1700-0130	1700-0130			1700-0130	1700-0130	40
Human Resources Manager		0800-1700	0800-1700	0800-1700	0800-1700	0800-1700		40
Clerk		0500-1330	0500-1330	0500-1330	0500-1330	0500-1330		40
Clerk	0500-1330	0500-1330	0500-1330	0500-1330			0500-1330	40
Clerk	0500-1330	0500-1330	0500-1330	0500-1330	0500-1330			40
Clerk			0500-1330	0500-1330	0500-1330	0500-1330	0500-1330	40
Clerk/Supervisor		0500-1330	0500-1330	0500-1330	0500-1330	0500-1330		40

1st Shift

Shift Supervisor	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	56
Shift Supervisor	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	56
Remote Attendant	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	56
Remote Attendant	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	56
Cashier	0000-0830	0000-0830	0000-0830	0000-0830	0000-0830	0000-0830	0000-0830	56
Cashier	0000-0830	0000-0830	0000-0830	0000-0830	0000-0830	0000-0830	0000-0830	56
Cashier	0500-1330	0500-1330	0500-1330	0500-1330	0500-1330	0500-1330	0500-1330	56
Customer Service	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	56
Customer Service	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	56
Customer Service	2300-0730				2300-0730			16
Garage Crew								40
Garage Crew								40
Garage Crew								40
Garage Crew								40
Lot Attendant	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	56
Lot Attendant	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	2300-0730	56
Security	0000-0600	0000-0600	0000-0600	0000-0600	0000-0600	0000-0600	0000-0600	42
Security	0000-0600	0000-0600	0000-0600	0000-0600	0000-0600	0000-0600	0000-0600	42
Security	0030-0630	0030-0630	0030-0630	0030-0630	0030-0630	0030-0630	0030-0630	42
Valet Attendant	0000-0830	0000-0830	0000-0830	0000-0830	0000-0830	0000-0830	0000-0830	56

2nd Shift

Shift Supervisor	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	56
Shift Supervisor	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	56
Remote Attendant	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	56
Remote Attendant	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	56
Cashier	0800-1630	0800-1630	0800-1630	0800-1630	0800-1630	0800-1630	0800-1630	56
Cashier	0800-1630	0800-1630	0800-1630	0800-1630	0800-1630	0800-1630	0800-1630	56
Cashier	0500-1330	0500-1330	0500-1330	0500-1330	0500-1330	0500-1330	0500-1330	56
Ambassador	0800-1630	0800-1630	0800-1630	0800-1630	0800-1630	0800-1630	0800-1630	56
Ambassador	0900-1730	0900-1730	0900-1730	0900-1730	0900-1730	0900-1730	0900-1730	56
Customer Service	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	56
Customer Service	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	56
Customer Service		0700-1530						8
Garage Crew	0500-1330	0500-1330	0500-1330	0500-1330			0500-1330	40
Garage Crew	0500-1330	0500-1330	0500-1330	0500-1330			0500-1330	40
Garage Crew	0500-1330	0500-1330			0500-1330	0500-1330	0500-1330	40
Garage Crew	0500-1330	0500-1330			0500-1330	0500-1330	0500-1330	40
Lot Attendant	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	56
Lot Attendant	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	56
Lot Attendant		0700-1530			0700-1530			16
Valet Attendant	0500-1330	0500-1330	0500-1330	0500-1330	0500-1330	0500-1330	0500-1330	56
Valet Attendant	0700-1530	0600-1430	0600-1430	0600-1430	0700-1530	0700-1530	0700-1530	56
Valet Attendant		0700-1530	0700-1530	0700-1530				24

3rd Shift

Supervisor	1500 • 2330	1500- 2330	1500-2330	1500 · 2330	1500 · 2330	1500- 2330	1500 · 2330	56
Supervisor	1500-2330	1500-2330	1500 · 2330	1500 · 2330	1500-2330	1500 • 2330	1500-2330	56
Remote Attendant	1500-2330	1500 · 2330	1500 • 2330	1500 · 2330	1500 · 2330	1500- 2330	1500 · 2330	56
Remote Attendant	1500- 2330	1500 · 2330	1500 · 2330	1500 · 2330	1500 · 2330	1500 • 2330	1500-2330	56
Cashier	1300- 2130	1300- 2130	1300 -2130	1300-2130	1300-2130	1300- 2130	1300- 2130	56
Cashier	1600 -0030	1600-0030	1600 -0030	1600 -0030	1600-0030	1600 -0030	1600- 0030	56
Cashier	1600 -0030	1600-0030	1600-0030	1600-0030	1600 -0030	1600- 0030	1600 · 0030	56
Ambassador	1600-0030	1600-0030	1600 -0030	1600- 0030	1600- 0030	1600-0030	1600-0030	56
Ambassador	1700-0130	1700 · 0130	1700-0130	1700 • 0130	1700 · 0130	1700- 0130	1700 -0130	56
Customer Service	1500- 2330	1500 · 2330	1500-2330	1500 · 2330	1500 · 2330	1500 · 2330	1500 • 2330	56
Customer Service	1500- 2330	1500- 2330	1500 • 2330	1500 • 2330	1500 · 2330	1500 · 2330	1500 · 2330	56
Customer Service					1500- 2330			8
Garage Crew	1500- 2330	1500- 2330	1500- 2330			1500- 2330	1500- 2330	40
Garage Crew	1500- 2330			1500- 2330	1500- 2330	1500- 2330	1500- 2330	40
Garage Crew	1500- 2330	1500- 2330	1500- 2330			1500- 2330	1500- 2330	40
Garage Crew	1500- 2330			1500- 2330	1500- 2330	1500- 2330	1500- 2330	40
Lot Attendant	1500 · 2330	1500- 2330	1500-2330	1500 · 2330	1500-2330	1500- 2330	1500 · 2330	56
Lot Attendant	1500 • 2330	1500-2330	1500- 2330	1500 • 2330	1500 · 2330	1500- 2330	1500 · 2330	56
Lot Attendant	1500 · 2330	1500-2330	1500-2330	1500-2330	1500-2330	1500-2330	1500- 2330	56
Courtesy Patrol	1800-0030	1800-0030	1800-0030	1800-0030	1800-0030	1800-0030	1800-0030	42
Courtesy Patrol	1800-0030	1800-0030	1800-0030	1800-0030	1800-0030	1800-0030	1800-0030	42
Courtesy Patrol	1800-0030	1800-0030	1800-0030	1800-0030	1800-0030	1800-0030	1800-0030	42
Valet Attendant	1100 -1930	1100-1930	1100 -1930	1100-1930	1100-1930	1100-1930	1100 -1930	56
Valet Attendant	1500 · 2330	1500- 2330	1500-2330	1500 • 2330	1500-2330	1500 · 2330	1500- 2330	56
Valet Attendant	1300-2130							8



## **Current Job Descriptions**

### Mandatory for all positions

#### **EDUCATION/TRAINING/LICENSE(S) REQUIRED:**

High School education or equivalent, previous detailing experience. Driver's license a MUST. Be able to pass all pre-employment testing and submit to annual and random testing.

#### **EXPERIENCE/JOB KNOWLEDGE:**

High School Diploma or equivalent and a valid state driver's license with good driving record.

Prior customer service experience is a MUST.

Attention to detail with excellent customer service, communication, and interpersonal skills.

Ability to multitask.

Willingness to comply with all company policies and uphold standards for service quality.

Availability to work weekends and holidays.

#### **COMMUNICATION REQUIREMENTS:**

Verbal and written communication skills in English. Bilingual is a plus.

### **1. General Manager**

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

- a. Company's compliance with the requirements of the Agreement, directives, and procedures established by Authority including:
    - i. Maintenance of required staffing.
    - ii. Accuracy and honesty of all personnel handling parking receipts, parking tickets, and any aspect of the revenue control system.
    - iii. Proper accounting of all receipts and parking tickets.
    - iv. Timely submittal of all reports and records required by Authority.
    - v. Maintenance of a high level of courtesy and an attitude of helpfulness in all personnel in their dealings with the public.
    - vi. Cleaning of all parking facilities to present a continuously clean and inviting appearance.
  - b. The hiring, evaluation, promotion, demotion, and dismissal of all Company's airport-based personnel.
  - c. Training and general supervision of all Company's airport-based personnel.
  - d. The development of and adherence to the operating budgets required by the Agreement.
  - e. The main liaison between Company and Authority.
  - f. Administer Authority programs, procedures, and policies as directed.
  - g. The Operations Manager meets the following minimum qualifications:
-

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

## **2. Assistant General Manager**

The Assistant General Manager is the acting General Manager in the absence of the General Manager, can perform all the General Manager duties and meets the General Manager position qualifications.

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

- a. Company's compliance with the requirements of the Agreement, directives, and procedures established by Authority including:
  - i. Maintenance of required staffing.
  - ii. Accuracy and honesty of all personnel handling parking receipts, parking tickets, and any aspect of the revenue control system.
  - iii. Proper accounting of all receipts and parking tickets.
  - iv. Timely submittal of all reports and records required by Authority.
  - v. Maintenance of a high level of courtesy and an attitude of helpfulness in all personnel in their dealings with the public.
  - vi. Cleaning of all parking facilities to present a continuously clean and inviting appearance.
- b. The hiring, evaluation, promotion, demotion, and dismissal of all Company's airport-based personnel.
- c. Training and general supervision of all Company's airport-based personnel.
- d. The development of and adherence to the operating budgets required by the Agreement.
- e. The main liaison between Company and Authority and will administer Authority programs, procedures, and policies as directed.
- f. The Operations Manager meets the following minimum qualifications:
  - i. A four-year degree in business management, accounting or a related field from a recognized college or university.
  - ii. A minimum of one-year management experience in a public parking facility or related business.
  - iii. Associate Degrees and Certificates of Completion of course work in applicable areas can be applied to the education requirements.

- iv. Parking management experience can be substituted on a year for year basis for education requirements.
- v. Proven bondable with a faithful performance bond.

### **3. Assistant Manager**

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

- a. Company's compliance with the requirements of the Agreement, directives and procedures established by Authority including:
  - i. Maintenance of required staffing.
  - ii. Accuracy and honesty of all personnel handling parking receipts, parking tickets, and any aspect of the revenue control system.
  - iii. Proper accounting of all receipts and parking tickets.
  - iv. Timely submittal of all reports and records required by Authority.
  - v. Cleaning of all parking facilities to present a continuously clean and inviting appearance.
- b. The hiring, evaluation, promotion, demotion, and dismissal of all Company's airport-based personnel.
- c. Training and general supervision of all Company's airport-based personnel.
- d. The development of and adherence to the operating budgets required by the Agreement.
- e. The main liaison between Company and Authority and will administer Authority programs, procedures, and policies as directed.
- f. The assistant manager meets the following minimum qualifications:
  - i. An Associate Degree in business, accounting, transportation management or personnel management or two years of completed course work in these areas from a recognized college or university.
  - ii. Parking management experience in a public parking facility or related business.
  - iii. Parking management experience as outlined above can be substituted on a year for year basis for education requirements.

### **4. Shift Supervisor**

The Shift Supervisor is responsible for:

- a. Supervision of all parking activities for which the Company is responsible and all Company's operational employees (cashiers and attendants) on duty during a specific shift.
- b. Assignment of operational personnel to work locations, assuring required manpower levels are maintained.
- c. Assuring optimum utilization of personnel and other resources to maintain the required standard of service.

- d. The active supervision of Company's operational employees to assure the utmost efficiency and courtesy in dealing with the public.
- e. The complete adherence to all established procedures.
- f. The assignment and accuracy of cashier banks; security of parking tickets, courtesy vouchers, computer control cards, and equipment access keys; and the maintenance of operating logs, the equipment status board, and designated operational statistics.
- g. Reviewing and assuring accuracy of the cashiers' daily reports.
- h. The supervision of training of new operational employees and remedial training of employees not performing adequately.
- i. The smooth transition between shift changes including the maintenance of the required level of service during shift change.
- j. Appropriate liaison with Authority personnel and reporting matters requiring Authority attention as quickly and accurately as possible.
- k. The handling of abnormal situations as they occur including but not limited to:
  - i. lost tickets
  - ii. courtesy vouchers
  - iii. impounds
  - iv. customer fund shortages
  - v. disputes
  - vi. evaluation of equipment malfunctions
- l. Physical inspection of all Company and Authority equipment to assure all is in proper working order. Initiate appropriate corrective measures when needed.
- m. Monitor traffic conditions and initiate appropriate notification and/or modifications to increase traffic flow efficiency as per established procedures.
- n. Assume the full function as the Company's representative when management personnel are unavailable.
- o. Other related duties as directed.

##### **5. Assistant Shift Supervisor**

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

- a. Supervision of all parking activities for which the Company is responsible and all Company's operational employees (cashiers and attendants) on duty during a specific shift.
- b. Assuring optimum utilization of operational personnel and other resources to maintain the required standard of service.
- c. The active supervision of Company's operational employees to assure the utmost efficiency and courtesy in dealing with the public.



- d. The complete adherence to all established procedures.
- e. The assignment and accuracy of cashier cash banks; security of parking tickets, courtesy vouchers, computer control cards and equipment access keys; and the maintenance of operating logs, the equipment status board, and designated operational statistics.
- f. Reviewing and assuring accuracy of the cashiers' daily reports.
- g. Appropriate liaison with Authority personnel and reporting matters requiring Authority attention as quickly and accurately as possible.
- h. The handling of abnormal situations as they occur including but not limited to:
  - i. lost tickets
  - ii. courtesy vouchers
  - iii. impounds
  - iv. customer fund shortages
  - v. disputes
  - vi. evaluation of equipment malfunctions
- i. Monitor traffic conditions and initiate appropriate notifications and/or modifications to increase traffic flow efficiency as per established procedures.
- j. Assume the full function as the Company's representative when shift supervisor and management personnel are unavailable.
- k. Other related duties as directed.

#### **6. Status 99 Shuttle Bus Driver**

The main duties are as follows:

- a. Licensed under the laws of the State of Florida to operate the shuttle buses.
- b. Fully trained and capable of driving a shuttle bus and handling the customer baggage.
- c. Maintains exemplary driving records.
- d. Capable of passing all required background checks.
- e. Always remain with the assigned shuttle bus during operation.
- f. Trained to courteously give announcements to customers relative to conveniently locating their vehicles, safety precautions, Airport information, and departure information.
- g. Capable of passing all DOT required test.
- h. Advise dispatchers of traffic back-ups and need for additional service.

#### **7. Cashier Ambassador**

The function of a cashier is to collect parking charges incurred by customers as they exit the parking facilities. Normally fees will be computed by the fee calculating equipment located in the exit lane

booth; however, on occasion the cashier may be required to manually calculate parking fees. The main duties are as follows:

- a. Be fully knowledgeable on the parking facilities and the published parking rates to assure that customers are charged the appropriate rates.
- b. Assure the safeguarding of funds and comply with all established procedures.
- c. Prepare a daily cashier's report reconciling the number of tickets collected and their denominations with the amount of cash collected including the number and nature of exception transactions.
- d. Deal with all parking customers in a courteous, helpful, professional, business-like manner.
- e. Maintain traffic flow at both exiting toll plazas, using good customer service skills.
- f. Be knowledgeable of Airport procedures to answer customer questions.
- g. Act as the cashier for all automatic out lanes.
- h. Monitor all automatic out lanes and assist customers in those lanes when necessary.
- i. Monitor all SunPass Plus exit lanes and assist all customers when necessary.
- j. Function as a cashier when necessary, collect parking charges incurred by customers as they exit the parking facilities. Normally fees will be computed by the fee calculating equipment located in the exit lane booth; however, on occasion the ambassador may be required to manually calculate parking fees.

#### **8. Attendant (Garage Cleaner)**

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

- a. Clean all areas of the parking facilities as directed in conformance with the established guidelines and procedures.
- b. Monitor traffic change traffic flows and direct traffic in accordance with established procedures.
- c. Assist customers in a courteous manner in finding their vehicles and providing information. (Attendants will not provide any vehicle maintenance or porter services, nor will they solicit or accept gratuities.)
- d. Inspect facilities as directed by established procedures for safety, cleaning, and maintenance deficiencies; take appropriate actions and report items that require further action.
- e. Perform related tasks as directed.
- f. Utilize Scrubber, pressure washer and bubble gum removal machine when directed.

#### **9. Customer Service Agent**

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

- a. Perform all duties listed for attendant.

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

#### **10. Clerical**

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

- a. Perform data entry, typing, and clerical duties in support of normal activities in the administration of the parking facilities.
- b. Complete all required revenue control and operations forms by the procedures directed by the Authority including use of computerized equipment.
- c. Spot audit for accuracy of data entry and tabulation in reports ten percent of the cashiers' reports including tickets, all valet transactions, all SunPass remote transactions and 25 percent of all new cashiers during first four weeks of employment.
- d. Handle telephone inquiries regarding usual parking information.
- e. Be cross trained as a cashier.
- f. Perform other related clerical tasks as directed.

#### **11. Security Patrol**

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

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

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## **12. Valet Attendants**

The main duties are as follows:

- a. Licensed under the laws of the State of Florida to operate motor vehicles.
- b. Fully trained and capable of driving any potential customer's motor vehicle.
- c. Above average customer service skills and must have good handwriting.
- d. Be fully knowledgeable on the parking and airport facilities.
- e. Assure safeguarding of vehicles, their contents, and keys to vehicles.
- f. Prepare daily valet shift reports and account for all valet vehicles.

## **13. Remote Processor**

JOB DUTIES:

- Audit Tickets and Input Daily reports in our system
- Assist Supervisor with various tasks
- Prepare cashier shift reports
- General office duties, filing and copying, Data entry
- Assist patrons in the lanes
- Reconcile and balance reports & revenue
- Respond to intercom calls
- Monitor CCTV

### **EDUCATION/TRAINING/LICENSE(S) REQUIRED:**

High School education or equivalent, previous detailing experience. Driver's license a MUST.

### **EXPERIENCE/JOB KNOWLEDGE:**

High School Diploma or equivalent and a valid state driver's license with good driving record.

Prior customer service experience is a MUST.

Attention to detail with excellent customer service, communication, and interpersonal skills.

Ability to multitask.

Willingness to comply with all company policies and uphold standards for service quality.

Availability to work weekends and holidays.

### **COMMUNICATION REQUIREMENTS:**

Verbal and written communication skills in English.



**EXHIBIT C**

**EMPLOYEE PAY RATES AND BENEFITS**

**Job Categories & Associated Pay Ranges with Rationales**

<b>Job Category</b>	<b>Hourly Pay Range</b>	<b>Hourly/ Salaried</b>	<b>Explain Rationale for Proposed Pay Ranges</b>
Resident Manager	\$38.40 to \$45.15	Salary	Approved by HCAA
Operation Manager	\$23.99 to \$28.99	Salary	Approved by HCAA
Assistant Manager	\$20.34 to \$25.49	Salary	Approved by HCAA
AVI Manager	\$23.00 to \$30.22	Salary	Approved by HCAA
HR Manager	\$19.23 to \$23.72	Salary	Approved by HCAA
Supervisor	\$13.77 to \$18.67	Hourly	Approved by HCAA
Remote Processor	\$11.23 to \$15.72	Hourly	Approved by HCAA
Cashier/Ambassador	\$10.60 to \$14.84	Hourly	Approved by HCAA
Customer Service Attendant	\$10.23 to \$15.01	Hourly	Approved by HCAA
Lot Attendant	\$10.03 to \$13.10	Hourly	Approved by HCAA
Clerical	\$12.50 to \$18.71	Hourly	Approved by HCAA
Security	\$10.80 to \$12.13	Hourly	Approved by HCAA
Valet	\$9.82 to \$16.78	Hourly	Approved by HCAA
Detail	\$11.96 to \$17.47	Hourly	Approved by HCAA

**Benefits**

**TAMPA INTERNATIONAL AIRPORT EMPLOYEE BENEFITS PACKAGE 2020:**

**MEDICAL**

**United Healthcare Platinum**

***Monthly***

**Coverage Employee Deduction**

Employee	\$ 119.04
EE + Spouse	\$ 201.76
EE + Child	\$ 345.25
Family	\$ 439.60

**United Healthcare Gold**

**Monthly**

**Coverage Employee Deduction**

Employee	\$ 98.88
EE + Spouse	\$ 167.96
EE + Child	\$ 287.50
Family	\$ 366.00

**United Healthcare Silver (CDHP with HSA)**

**Monthly**

**Coverage Employee Deduction**

Employee	\$ 85.76
EE + Spouse	\$ 145.47
EE + Child	\$ 249.00
Family	\$ 317.00

**DENTAL**

**MetLife PPO Standard**

**Monthly**

**Coverage Employee Deduction**

Employee	\$ 15.04
EE + Spouse	\$ 31.64
EE + Child	\$ 27.12
Family	\$ 48.20

**MetLife PPO Premium**

**Monthly**

**Coverage Employee Deduction**

Employee	\$ 32.80
EE + Spouse	\$ 68.96
EE + Child	\$ 59.08
Family	\$ 105.08

**VISION**

**EyeMed**

**Monthly**

<u>Coverage</u>	<u>Employee Deduction</u>
Employee	\$ 5.36
EE + Spouse	\$ 7.52
EE + Child	\$ 9.64
Family	\$ 14.20

**STOCK PURCHASE:**

Computershare Contributions can be made up to 10% of your gross income to purchase ABM Industries, Inc. stock at 95% of the market price. Deductions will be taken from each regular payroll check.

**401k:**

Merrill Lynch (Administered by ABM)

100% match for first 3% of compensation and 50% for next 2% of compensation

**HOLIDAYS:**

**Uni-Leave Policy**

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Day	Martin Luther King Day

**VACATION & SICK:**

**Uni-Leave Policy**

Paid vacation and sick allowance are combined and covered in the Uni-Leave Policy. The PTO schedule below is based on a 40-hour work week and years of service.

0 – 1 year	16 (includes the 8 holidays)
1 – 4 years	21 (includes the 8 holidays)
5 years	22 (includes the 8 holidays)
6 years	23 (includes the 8 holidays)

7 years	24 (includes the 8 holidays)
8 years	25 (includes the 8 holidays)
9 years	26 (includes the 8 holidays)
10 years	27 (includes the 8 holidays)
11 years	28 (includes the 8 holidays)
12 years	29 (includes the 8 holidays)
13 years	30 (includes the 8 holidays)
14 and over	31 (includes the 8 holidays)

Further details can be found in the Uni-Leave Policy.

## EXHIBIT D

### GENERAL RULES FOR EMPLOYEE CONDUCT

**ABM Industries Incorporated**

**Code of Business Conduct**

**September 2014**

#### **Purpose and Scope**

ABM was founded over 100 years ago. Since then, we have worked to gain the trust of our clients, employees, shareowners, and the communities that we serve by our adherence to ethical standards and commitment to do the right thing wherever we do business. Our Code of Business Conduct describes not only our core values of Respect, Integrity, Collaboration, Innovation and Excellence but is also a key part of our vision to lead the industry in the delivery of integrated facility service solutions.

To accomplish our vision, we treat each other with dignity and respect and we believe in diversity of thought, culture and background. We respect the concerns and needs of our clients and do our utmost to solve their challenges. We believe in just treatment for all and strive to lead the integrated facility services industry through our honest, ethical attitude and open communications with all employees and clients. We believe that self-respect begins in our workplace and we strive to uphold a sound business philosophy in all matters. We never compromise our integrity.

Our Code of Business Conduct was approved by our Board of Directors. It applies to all directors, officers and employees of ABM and its subsidiaries and affiliates, wherever located. In this Code, when we refer to “the Company”, we are referring generally to ABM, its subsidiaries and affiliates. Our Board, together with our Chief Executive Officer and Chief Financial Officer and all of the Company’s other leaders and employees, stand behind the Code.

While our Code of Business Conduct requires us to comply with applicable laws and regulations wherever we do business, it is not only about compliance. Rather, it provides us with an ethical framework for achieving our goals by focusing on areas of ethical risk and serves as an important tool to help our directors, officers and employees to recognize and deal with these risks, to report unethical conduct and to preserve and nurture our culture of honesty, integrity and accountability.

#### **Guidance and Administration**

As you read this Code, bear in mind that it is not possible to capture all situations that could give rise to a concern. If you need help in understanding or applying the Code, ask for guidance. The Company’s General Counsel administers and interprets our Code. In doing so, she works with the Board and other company leaders to adopt procedures to promote the effectiveness of the Code and to respond to questions relating to the Code and its

application. Questions about this Code or concerns relating to the application of the Code should be referred to the Company's General Counsel at the earliest possible time at 1-877-253-7804 or online at [abmhotline.ethicspoint.com](http://abmhotline.ethicspoint.com). You can also seek help or report possible violations of the Code in the manner described under "Finding Assistance and Reporting Illegal or Unethical Behavior."

### **Conflicts of Interest**

It is important that our business decisions are made ethically and in the best interests of the Company. A "conflict of interest" occurs when a director, officer or employee's private interest interferes in any way, or even appears to interfere, with the interests of the Company as a whole. We need to address and resolve potential conflicts of interest to further the interests of the Company and our shareholders. Any situation that creates or appears to create a conflict of interest between personal interests and the Company's interests must be avoided, terminated, resolved or appropriately disclosed.

While it is not possible to list all situations which could give rise to a conflict of interest or potential conflict of interest, some examples of potential conflicts of interest include the following:

- A family member receives an improper personal benefit as a result of your position with the Company. "Family member" can include your child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law or any person who lives in your household.
- A family member is employed by the Company in any position where either you or the family member is subject, directly or indirectly, to the management and/or control of the other. The Related Party Transactions Policy and the Nepotism and Personal Relationships section of the Employee Handbook delineates additional procedures to be followed in the employment of Family Members.
- You are employed by, or act as a consultant to, a competitor or potential competitor, regardless of the nature of the employment or consulting relationship.
- You are employed by, or act as a consultant to, a subcontractor or vendor, regardless of the nature of the employment or consulting relationship.
- You own, or hold a substantial interest in, a business which is a competitor or supplier of the Company.
- You purchase, or direct the purchase, of merchandise or services for the Company from, or placement of other business with, a company directly or beneficially owned or controlled by you or a family member.
- You provide any service as a proprietor, general partner, officer or director of any business (except charitable organizations or family businesses that do not compete with the Company) without first obtaining written consent of the president of ABM or the employing subsidiary. (This provision does not apply to directors of ABM who are not also employees.)
- Any loans to employees, or guarantees of employee obligations, not authorized by Company policies and procedures or not permitted by applicable law.

All situations that may involve a conflict of interest, or potential conflict of interest, should be reported immediately to the Company's Senior Vice President of Human Resources or to the Vice President of Internal Audit. A conflict of interest may only be waived in accordance with the provisions set forth below under "Waivers".

Transactions in which an executive officer, director, or family member of an executive officer or director may have a material interest are also subject to the Company's Related Party Transaction Policy. An executive officer means an officer of ABM who is designated by the Board as an officer for the purposes of the Securities Exchange Act of 1934.

### **Corporate Opportunities and Duty of Loyalty**

Employees have a common law duty of loyalty to the Company, which includes a duty to advance the Company's legitimate interests when the opportunity to do so arises. This means that employees may not use their positions or the Company's name, property, information or goodwill for personal gain or for the gain of others. An employee also may not take advantage of a personal opportunity that is discovered through the use of Company property, information or his or her position with the Company.

Directors are prohibited from taking for themselves or for their companies opportunities related to the Company's business, using the Company's property or information for personal gain, and competing with the Company for business opportunities.

### **Gifts and Gratuities**

No gift, favor or entertainment should be accepted or provided if it will obligate, or appear to obligate, the receiver. We do not seek to gain any advantage through the improper use of business favors or gifts. Gifts include any tangible item of value, any service of value, any purchase at a price lower than what is usually charged or any benefit or other thing of value (including cash or certificates), any of which are given at less than usual and customary rates or fair market value.

We prohibit bribes, kickbacks, or payoffs of any kind. You may not offer or pay, directly or indirectly, any "bribe" or "kickback" or other payment of anything of value to any person for the purpose of influencing, obtaining or rewarding any favorable action in a commercial transaction, collective bargaining agreement or governmental matter involving the Company, nor may you solicit any payment or receipt of anything of value from any person for any such purpose. Practices or procedures that might conceal or facilitate bribery, kickbacks or any other illegal or improper payments or receipts or which might support an inference of wrongdoing or jeopardize important business relationships are also not permitted.

## **Insider Trading and Speculation**

ABM is a public company whose shares are listed on the New York Stock Exchange and are publicly traded. Insider trading is both unethical and unlawful. By virtue of working for ABM or one of its subsidiaries or affiliates, you may become aware of important information about the Company that has not been publicly disclosed. United States federal and state securities laws refer to this type of information as “material non-public information.” You are strictly prohibited from directly or indirectly buying, selling or otherwise trading in ABM securities on the basis of material nonpublic information or sharing that information with others. Examples of inside information include: potential mergers, acquisitions or divestitures; financial results or changes in dividends; gain or loss of significant contracts; major litigation or claims; major changes in business strategies and any non-public information which could affect the price of ABM securities. In addition, directors, executive officers and certain other employees because of their positions or involvement in the financial reporting process must follow additional rules governing their trading in ABM securities.

The Company also believes it is improper and inappropriate for directors, officers and employees to engage in speculative transactions involving ABM securities. You therefore may not sell any ABM securities you do not own (i.e., a short sale) either directly, by sale of an option or other arbitrage transaction. The policy against insider trading also applies to trades in the securities of ABM’s customers and other companies with which the Company does business. If you learn confidential information about these companies, you may not trade in their securities.

The law in this area is complex; you are encouraged to contact the Company’s Legal Department if you have questions about insider trading or other speculative activity.

## **Compliance with Laws, Regulations and Policies**

Compliance with laws, rules and regulations is core to our business. We conduct our activities in compliance with all laws, rules and regulations of the jurisdictions in which we do business. We comply with both the letter and the spirit of the law. Fraud, theft, dishonesty, embezzlement, misappropriation or falsification in connection with your duties for the Company are never tolerated and all such acts may result in immediate termination of employment for cause.

You are expected to obey and comply with all federal, state and local laws, regulations and ordinances, including but not limited to:

- Immigration related laws concerning the hiring of legally documented workers;
- Employment laws concerning payment of minimum wage, overtime requirements, child labor and general working conditions;
- Labor laws concerning worker organizing and bargaining activities;
- Health and safety laws concerning the workplace;
- Laws concerning harassment, discrimination and retaliation;



- Federal laws concerning racketeering and corrupt practices;
- Laws concerning unlawful influence of foreign officials and falsification of records;
- Laws concerning the proper maintenance of books, records and internal controls;
- Laws, regulations, and contract provisions in connection with the Company's government contracting activities; and
- Any other applicable federal, state or local law, regulation or ordinance.

In addition, you are expected to be familiar with and comply with the Company's various policies and procedures. Violation of Company policies and work rules may result in disciplinary action, up to and including termination.

We understand that you may be uncertain as to whether a transaction or course of conduct complies with applicable laws, rule and regulations. When you are uncertain, it is expected that you will seek advice in accordance with the procedures described under "Finding Assistance and Reporting Illegal or Unethical Behavior."

### **Wages, Hours and Working Conditions**

ABM complies with all applicable laws governing the wages, hours and working conditions of its employees. This includes, but is not limited to, minimum wage requirements, meal and rest periods, overtime pay, recordkeeping and final pay upon separation. As an ABM employee you are expected to comply with these same laws as well as all Company policies and work rules concerning wages, hours and working conditions. If you become aware of any violations of wage and hour laws, policies or work rules, you must immediately report it to the ABM Compliance Hotline at 1-877-253-7804 or online at [abmhotline.ethicspoint.com](http://abmhotline.ethicspoint.com)

### **Fair Dealing**

Fairness is one of our values and each employee is expected to deal fairly with the Company's customers, suppliers, competitors and other employees. You should not take unfair advantage of anyone through manipulation, concealment, abuse of confidential information, falsification, misrepresentation of material facts or any other unfair dealing practice. Unauthorized use of covert surveillance equipment, including video, photographic or recording devices, is strictly prohibited.

### **Protection and Proper Use of Company Assets**

The Company's assets - both physical and intellectual - are very valuable. Employees are expected at all times to protect and assure the proper and efficient use of the Company's assets, property and facilities for the benefit of the Company and its shareholders. This includes taking appropriate precautions to protect information when using the internet or storing information on a computer. When using Company assets, you are expected to put the interests of the Company ahead of other interests and assure that such assets are used

only for conducting legitimate Company business. Theft, carelessness and waste by an employee of any Company asset(s) are strictly prohibited.

### **Political Contributions and Activities**

Many Company employees participate in the political life of their respective communities. However, employees are prohibited from making any direct or indirect contribution of cash, merchandise, services or other property on behalf of the Company to any candidate for public office, or to any political party, political advocacy group or other political organization, except as provided by the Commitments Policy. Employees may not use Company resources and assets for personal activities in support of their choice of political party, candidate or cause. Corporate expenditures of a nonpartisan nature may be made in support of legislative issues of concern to the Company, but only with prior written approval of the General Counsel and, in cases involving contributions in excess of \$10,000, the President & Chief Executive Officer of ABM Industries Incorporated.

### **Health and Safety**

As a company, we are committed to providing a safe and healthy work environment for our employees. We operate in compliance with applicable health and safety regulations and laws, and we expect our employees to comply with established safety, health and environmental regulations and our own standards, which may be stricter. Any workplace accident and any unsafe working conditions or practices, must be reported immediately. The health and safety of our fellow employees and others require that each employee works free from the influence of any substance that could impact or prevent a safe working environment. To that end, you are prohibited from using or possessing alcohol or illegal drugs in violation of any federal, state or local law, regulation or ordinance or Company policy at your workplace or in connection with your work, in a Company vehicle or in any motor vehicle when used in connection with Company business. Subject to the provisions of applicable laws and regulations, we prohibit the possession or use of any firearms, other weapons, explosive devices and/or dangerous materials while conducting Company business, at your workplace or in a Company vehicle, except for Company employees who are security officers and specifically authorized to carry a weapon as part of a work assignment.

### **Harassment and Workplace Violence.**

The Company is committed to providing all employees with a workplace environment consistent with ABM's core values of Respect, Integrity, Collaboration, Innovation and Excellence. Employees who are respected and valued and who are not distracted by discrimination, harassment or other forms of unprofessional or unacceptable conduct can fully contribute their skills and talents to enhance ABM's performance. Accordingly, ABM does not tolerate any form of unlawful workplace discrimination, harassment, retaliation, bullying, threatening behavior or violence.

## **Sustainability**

At ABM, sustainability revolves around four principles: responsible behavior in the workplace, responsible behavior in the marketplace and responsible actions with respect to the environment and the communities in which we operate and exist. We are committed to sustainable development and the protection of the environment. We seek to support our clients in achieving their sustainability goals as we in turn strive to be good stewards of the environment and responsible global citizens.

## **Confidentiality**

Any information about our Company may be valuable to a competitor. It is important to maintain the confidentiality of any non-public Company or customer information entrusted to you that might be of use to competitors, or harmful to the Company or its customers, if disclosed. You must also maintain the confidentiality of any proprietary information or trade secrets you learn while employed by the Company that are not otherwise in the public domain. Examples of proprietary information include, but are not limited to: customer or potential customer lists; cost, price, billing and profit information and methodology; customer service and supply preferences or requirements; trademarks, copyright and software development; contracts and contract negotiations.

## **Accounting and Recordkeeping**

As a public company, we periodically release certain information about our finances to the public. Accurate and honest recording and disclosure of information is important to appropriate public financial disclosure and also important to making responsible business decisions. The Company requires that all records involving its businesses be complete and accurate and that all required disclosures be timely, accurate and understandable. Many people associated with the Company, not just accountants and controllers, participate in the financial control and reporting processes of the Company. If you have any responsibility for any aspect of the Company's record keeping (including, but not limited to processing of cash receipts or processing or approval of payments; creation, processing or approval of invoices and credit memos; payroll and benefits decisions; submission or approval of expense reports and any and all other transactions; or the estimation of reserves or other claims or the amount of any accrual or deferral; or the recording of any of the foregoing in the Company's ledgers) and/or the preparation of the Company's financial statements or other reports, you must see to it that complete and accurate books and records are maintained.

Internal controls are an essential part of accounting and the effective operation of a business enterprise. They are designed to ensure the integrity of the accounting data in the Company's financial statements and reports. They also prevent inefficiency, waste and the improper use of the Company's funds or other assets. ABM has adopted certain more detailed policies and procedures on internal controls. These are made available to all employees who are involved with internal controls.

A strong audit effort helps ensure compliance with established policies, procedures and controls and helps identify potential control deficiencies so that they may be promptly corrected. The Company's internal audit function is an essential resource, and it plays a critical role in providing management with evaluations of the effectiveness of internal controls over accounting, operational and administrative functions. If you receive inquiries from the Company's internal or independent auditors, accountants, or the Audit Committee you must respond promptly, fully and accurately.

We do not tolerate any subversion of the Company's systems of internal accounting controls, funds or assets for any illegal or improper purposes nor do we tolerate the making of false or misleading statements in any Company documents, reports or records. No undisclosed or unrecorded accounts may be established using the Company's funds or other assets. Any employee who is directed to act in a manner that he or she believes is not in compliance with this Code should seek guidance and report the matter in accordance with the procedures found under "Finding Assistance and Reporting Illegal or Unethical Behavior."

### **Finding Assistance and Reporting Illegal or Unethical Behavior**

The Company provides resources for assisting employees who need information or advice concerning the topics covered in our Code of Business Conduct.

We encourage employees to talk to their supervisor, manager or human resource representative when in doubt about the best course of action to take in a particular situation. Any director or employee who believes another director, employee or any agent, consultant or contract worker is violating the Company's policies, the law, or any contract provisions in connection with the Company's government contracting activities or is engaging in any activity that could damage ABM's reputation is required to immediately call this to the attention of one or more of the following:

- The General Counsel
- The Vice President of Internal Audit
- The Senior Vice President of Human Resources
- ABM's Compliance Hotline

The Compliance Hotline is a toll-free, confidential, third party service set up for employees to report possible violations of the law, this Code or other ABM policies. The Hotline is staffed 24 hours per day and calls can be accepted in any language. Callers may make reports anonymously if they choose. The Compliance Hotline can be reached at 1-877-253-7804. Reports are also accepted online at [abmhotline.ethicspoint.com](http://abmhotline.ethicspoint.com). All calls and online reports will be promptly forwarded to ABM's Corporate Headquarters for investigation and review. Employees may also report issues or problems by mail addressed to ABM Compliance, ABM Industries Incorporated, 551 Fifth Avenue, Suite 300, New York, NY 10176.

A failure to report a violation is itself a violation of this Code.

We do not tolerate retaliation against anyone who, in good faith, reports a possible violation of any law or Company policy. Any employee or manager who attempts to retaliate against an individual who has reported a violation or possible violation of this Code will face serious disciplinary action, up to and including termination.

### **Penalties for Violations**

Violations of this Code or failure to cooperate with an internal investigation relating to an actual or apparent violation of this Code constitute grounds for corrective action, including immediate termination of employment. In addition, some Code violations may be serious enough to result in civil or criminal fines and/or imprisonment.

### **Waivers**

It is the expectation of the Company that waivers of the provisions of this Code should be the exception and not the rule. Any waiver of the provisions of this Code for directors, ABM executive officer, ABM Vice Presidents, Regional Vice Presidents and above of ABM Onsite Services and its subsidiary companies, and Senior Vice Presidents and above of non-ABM Onsite Services companies may be made only by the Board of Directors. Any waiver of this Code for all other employees may be made only by the President and Chief Executive Officer of ABM Industries Incorporated, with all such waivers reviewed annually by the Audit Committee of the Company. Any waivers granted to directors or executive officers of the Company will be promptly disclosed to Company shareholders if and as required by law or stock exchange regulation.

### **Amendments**

We view the Code as an integral part of who we, as a Company, are and how we conduct our business. Our Board reviews the Code on an annual basis and amends the Code from time to time, as it may consider desirable and in the best interests of the Company and its shareholders. We make the Code available to our shareholders and other interested persons on our Company's website, at <http://investor.abm.com/governance.cfm>.



## How to Obtain More Information

Our Code of Business Conduct provides guidelines relating to ethical issues you might face as an employee. In addition to the Code, you should consult other Company policies and procedures which contain more detailed information relating to employee responsibilities and corporate practices.

These include our:

- ❖ Accounting Complaints Policy
- ❖ Accounting Policies Manual
- ❖ Anti-Bribery and Anti-Corruption Compliance Policy
- ❖ Antitrust/Competition Compliance Policy
- ❖ COBC – U.S. Government Supplement Policy
- ❖ Commitments Policy
- ❖ Corporate Name and Tradename Policy
- ❖ Employee Handbook
- ❖ Employee Travel Policy
- ❖ Gift and Entertainment Policy
- ❖ Insider Trading Policy
- ❖ IT Policies
- ❖ Nepotism Policy
- ❖ Related Party Transaction Policy
- ❖ Recoupment Policy
- ❖ Regulation FD Policy
- ❖ Social Media Policy
- ❖ Sustainability Policy
- ❖ Trademark Policy
- ❖ Treasury Policies and Procedures

These policies and other related resources can be found on the ABM Policy Portal on the Company's intranet site at <https://connectx.abm.com/policyportal/documents.aspx>

## EXHIBIT E

### JOB PROCEDURES AND WORK METHODS

ABM Aviation takes extraordinary care with respect to the hiring and training of new personnel. To ensure that our hiring and training goals are met, we have assembled one of the finest Human Resources Departments in the industry; one which is designed to serve as an extension of the local operating team. The Human Resources Department plays an instrumental role in the hiring process, as well as providing needed advice on all employee-related issues and expertise in the intricacies of labor law and regulations, which leaves our Operations Department free to focus on the ongoing smooth and successful operation of the Tampa International Airport.

#### The Hiring Process

The hiring process begins finding the most qualified, customer service-oriented employees in our industry. Job candidates must successfully complete a multi-step rigorous hiring process before they can represent ABM Aviation.

#### Job Order Form

When a position becomes available, the Resident Manager will complete a *Job Requisition* through SharePoint; ABM's online portal which will initiate and place it on file with the Human Resources Department. The *Job Requisition Form* requires the Resident Manager to provide the details of the position such as required experience, job description and shift hours.

#### Applications

All interested persons are invited to complete an application online at [abm.com](http://abm.com) and submit it to the Human Resources Department. Applicants are gathered from many sources including newspapers, trade journals, local labor commissions and job boards at local colleges and universities.

#### Interview

Applicants are interviewed by a Human Resources representative to determine the prospective employee's specific job interests, scheduling issues and work location preferences. Human Resources then matches the best candidates to the position(s) available and may make a tentative offer of employment, pending the outcome of a prescreening process, which includes testing for substance abuse, a criminal background investigation, reference check and, in the case of driving positions, a Department of Motor Vehicles Report.

#### Substance Abuse Screening

If the Human Resources Representative and the applicant mutually agree to a tentative job offer, the applicant is sent to a Quest Diagnostics Inc. laboratory for substance abuse testing. The results of this test are forwarded to ABM within 24 hours. Failure to pass the required screening will result in an immediate termination of the pre-employment process and the applicant will be notified by mail.

Failure to report for drug abuse screening places the application on hold in an open file status for 90 days; thereafter, the applicant has 90 days to reconsider testing. After 90 days, the applicant must reapply and reinitiate the entire screening process.



## Criminal Background Investigation

While awaiting the results of substance abuse screening, Human Resources initiates a criminal background investigation. The department's investigative bureau notifies ABM Aviation Services of any prior criminal convictions suffered by a job applicant.

## Reference Check

References provided by job applicants are verified by the Human Resources Department. This includes verification of prior employment and performance. At this point, candidates who have successfully completed their substance abuse screening, criminal background investigation and reference check are eligible to be hired by ABM Aviation Services.

## Department of Motor Vehicles Report



For positions that require driving, a Department of Motor Vehicles Report is obtained to ensure the applicant has an acceptable driving record based on the ABM Industries point system. A *Motor Vehicle Report (MVR)* takes approximately 24 hours to process. Applicants who do not meet the ABM Aviation standards but pass the prescreening process may be offered non-driving positions. An employee who holds a driving position but does not maintain an acceptable driving record will lose their driving privileges with ABM Industries. Upon successful

completion of the prescreening process, the job offer is confirmed, and all new hire paperwork is completed. The Human Resources Department then authorizes the uniform company to provide uniforms and schedules the new hire to attend orientation training.

## Employee Development Programs

### The New Employee

At this point we can be confident we have selected the best possible candidates for the ABM team. However, even these highly qualified candidates are likely to need more specific job knowledge and / or customer service skills to perform their job successfully. For this reason, we send these candidates for further orientation and training to ensure that each new hire receives the skills they will need to provide our customers with the highest level of service possible.

### Comprehensive Orientation

As stated previously, ABM Aviation believes the hiring process is one of the most critical aspects of any successful operation. In turn, we have established an employee orientation program that is unsurpassed in the parking industry. Throughout the orientation, the opportunities to advance in the company and in the industry are emphasized. Further, we stress that ABM considers itself to be an actively employee-oriented company. Dedicated workers will not go unnoticed, and those showing superior work habits will be rewarded.

By simply expressing our commitment to each of our employees, we can ensure that the staff of Tampa International Airport remains enthusiastic, and most important, anxious to serve the needs of the patrons.

At the end of the orientation process, which includes the training modules discussed in the pages that follow, both ABM and TPA can be confident that a qualified and energetic individual, prepared to serve the public, will be placed at the project.



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## **All About ABM Aviation**

Employees are provided with the basic background knowledge of who we are and what our philosophy is. Additionally, all new hires are issued an *Employee Handbook* (A Copy of this handbook is attached as per RFP requirements of Section I). The *Employee Handbook* contains detailed information on all the issues discussed during orientation, however, we realize employees need to refresh their memories and answer questions at a later date; the *Employee Handbook* will serve just that purpose.

### **Benefits**

New employees obviously have questions about the benefits they can expect from their new company. We begin by outlining their health and welfare benefits, if applicable. Then employees are advised of the holiday schedule, vacation policies, stock purchase options, 401K plan, available scholarship programs, and the *ABM Roadmap to the Future*.

### **Safety in the Workplace**

ABM Aviation takes a critical view of workplace safety, as there is nothing more basic than the safe completion of all job tasks. This is especially true in a typical parking facility, where activity is continuous and occasionally hectic. All new employees are familiarized with the ABM Aviation Safety Program, through which they learn to recognize potential hazards, correct existing problems, and conduct safety maintenance inspections to reduce risk or eliminate it altogether.

Safety awareness training includes parking-related issues like vehicle damage, personal liability, workers' compensation, and theft. Special attention is given to the specific hazards that come with certain job functions, such as maintenance, parking attendants, valets, and cashiers. Also, employees must be knowledgeable about proper reporting procedures if an incident occurs.

## **Tampa Int'l Airport Parking Operations – Additional Site-Specific HR Manual**

### **EMPLOYMENT PROCESS**

#### **1. Employee Requisitions**

- a. Job Requisition forms are used to ensure that all the proper information regarding a position is listed and complete. The employee requisition form is the basis for which the job can be advertised to fill the position.
- b. Depending on the level of the position, job requisitions require multiple levels of approval.
- c. If it is a new position, meaning it is not currently in the budget, a letter of justification for the opening must be submitted with the Job Requisition Form.
- d. All indirect staff and management roles must gain approval from an Executive Leader by having their HR Business Partner submit the Job Requisition Form to the appropriate Executive Leader.

#### **2. Recruiting**

- a. Our promise to our clients is fulfilled by our people. We attract, select, and retain employees who will exemplify our core values - respect, integrity, collaboration, innovation, and excellence - at every job site.
- b. Recruiting through JobAlign
  - i. JobAlign is a job posting portal designed to recruit hourly workers. The application includes a screening process to produce only qualified applicants. JobAlign is used for job requisitioning and posting open positions.

- c. Qualified candidates are forwarded to the hiring manager.
  - i. Hiring manager reviews resumes.
  - ii. If applicant has required qualifications, the hiring manager contacts the applicant and conducts a phone interview.
  - iii. If the candidate passes the phone interview, an in-person interview is scheduled.
  - iv. If the in-person interview is successful, a contingent offer is made to the candidate and background screenings are scheduled.
- d. Onboarding through SterlingOne.
  - i. ABM completes background checks, including the national criminal database search, social security criminal search, county search, national sex registry search, motor vehicle review (if applicant will be in a driving role), and a 10-panel pre-employment drug screen.
  - ii. ABM uses SterlingOne to expedite our employee onboarding process. It provides high quality employment screening coupled with fast results through an easy-to-use online platform. Once a new employee is hired, SterlingOne will walk you through the onboarding process via smartphone or computer. All hiring forms are completed electronically to ensure no vital steps in the process are missed, such as I-9 employee verification.
- e. Employee Set-up through Team Member Gateway
  - i. ABM uses the Team Member Gateway software as a company-wide platform for its financial systems and customer billing systems.
  - ii. Once an employee is hired and onboarded by ABM, their employee data will be set up in the Team Member Gateway to complete the hiring process.
- f. New Hire
  - a. After screenings are completed
    - i. HR reaches out to applicant to make a formal offer.
    - ii. Training schedule is verbally given to new employee.
    - iii. Schedules are updated to mirror training and new employee's schedules. Parking badge is requested from Employee Parking office.
    - iv. HR emails managers with start date and trainer.
  - b. First Day Orientation
    - i. The new employee meets with HR to go over the policy handbook and site-specific policies. They are given copies of policies, position manual and training schedule.
    - ii. The new employee is issued uniforms, photo ID badge, and employee parking lot badge.
    - iii. The new employee is given a tour of the toll plaza office to include location of restrooms/lockers, break room, supervisor's area, command center, clerical office, check out room, and shown the bulletin boards where memos, safety notices, required HR posters, and schedules are posted.
    - iv. The new employee is introduced to their trainer and begins the training period.

c. Training Period

- i. HR checks in with new employee daily regarding any questions, concerns, comments they may have to ensure the new hire has all they need to become a successful member of the team.
- ii. HR checks in with trainer regarding the progress of the new employee. If there are any performance concerns, HR will address with new employee.
- iii. HR checks in with supervisor on duty regarding progress of the new employee
- iv. Training period lasts typically 2 weeks and includes observation and hands on training periods

4. Evaluations

a. New Hire 30, 60, 90-day evaluations

- i. HR meets with new employees in an informal session to assess their areas of strengths and improvement opportunities.

b. Annual evaluations

- i. HR conducts annual evaluations on the employees' annual anniversary date.

c. Performance Improvement Plans

- i. If an employee shows a decline in performance, HR will meet with the general manager to create a performance improvement plan.
  1. After the PIP is created, HR and general manager will meet with the employee to discuss the concerns, expectations, and time frame for improvement
  2. There are 30, 60, and 90-day PIP options.
  3. HR meets weekly with the employee to discuss progress

5. Benefits

a. Medical/Dental/Vision

i. Eligibility

1. New Hires

- a. Employee must be a FT employee working at least 30 hours per week.
- b. Benefits coverage becomes effective on the first day of the month following 60 days of continuous employment and meeting eligibility requirements specific to the plan available in their branch or division, unless otherwise indicated

2. Rehires

- a. Employee must be a FT employee working at least 30 hours per week.
- b. Benefits for eligible rehired employees are effective the first day of the month following the date of rehire if the break in service is less than three years from the last day worked, unless otherwise indicated. Otherwise, benefits are effective as for a new hire.

3. Transferred Employees

- a. Employee must be a FT employee working at least 30 hours per week.
- b. Employees transferring from a position with no benefits to a position which is eligible for benefits become eligible effective the first day of the month following the date of transfer, by meeting eligibility requirements specific to the plan available in their branch or division. Otherwise, benefits are effective as for a new hire.

4. Termination

- a. Medical and dental group health insurance coverage terminates at the end of the calendar month in which the employee's last day worked occurs. Within 14 days following termination of coverage, an employee will be notified of options available under COBRA for medical and dental coverage

b. 401(k)

i. Eligibility

- 1. Employees can participate in the Plan on the first of the month following completion of one year of qualifying service. Employees may roll over only pretax monies from a former employer qualified 401(k) plan, or other plans such as 403(b) or 457 plans, with certain restrictions, into the ABM Plan at any time – even before becoming a participant in the Plan.

c. Unileave

i. Eligibility

- 1. Employee must be a FT employee working at least 30 hours per week.

ii. Definition

- 1. Employees accrue paid time off to use for either vacation time or sick time.

iii. Accruals

- 1. 0 – 1 year 1 day per month starting the 4<sup>th</sup> month of employment thru 11<sup>th</sup> month of employment
- 2. 1 – 4 years 13 days added to bank on annual anniversary
- 3. 5 years 14 days added to bank on annual anniversary
- 4. 6 years 15 days added to bank on annual anniversary
- 5. 7 years 16 days added to bank on annual anniversary
- 6. 8 years 17 days added to bank on annual anniversary
- 7. 9 years 18 days added to bank on annual anniversary
- 8. 10 years 19 days added to bank on annual anniversary
- 9. 11 years 20 days added to bank on annual anniversary
- 10. 12 years 21 days added to bank on annual anniversary
- 11. 13 years 22 days added to bank on annual anniversary

12. 14 and over      23 days added to bank on annual anniversary

iv. Usage

1. Vacation

- a. Employees submit a vacation request slip to HR by the 15<sup>th</sup> of the month prior to the month they would like to take time off.
  - i. If not received by the submission deadline, HR denies the request
  - ii. If received by the submission deadline, HR notates the number of days available on the request form and submits to the scheduling manager for final approval/denial based on scheduling needs.

2. Sick

- a. Employee calls out of work due to illness.
  - i. HR automatically pays that employee for call out days out of the available Unileave balance.

3. Sell back program

- a. Employees can sell back unused time and receive a lump sum in their paycheck
- b. Must be submitted by the 15<sup>th</sup> of the month
- c. Must be approved by the general manager.

4. Black out period

- a. November 15 – January 15 is a blackout period where employees are not able to take vacation time.

5. Termination

- a. At termination, an employee will be paid the balance of any accrued time minus days taken.
  - i. Accrual rate is based on number of days per year divided by 12.



## EXHIBIT F

### EMPLOYEE TRAINING PROGRAM

Once an employee has successfully passed the prescreening process and accepted a position with ABM Aviation, our employees will attend various training classes regarding basic operational functions of the employee's job. Our primary training programs are as follows:

#### Customer Service Training



Next, the employee will go through a variety of training classes designed to orient the employee to the Basics of Customer Service, to get started in the customer service philosophy and then will attend ongoing training and refresher classes to keep them motivated to provide superior customer service.

Some of the classes that will be offered are:

- Basics of Customer Service

This class will demonstrate the basic components of customer service such as the smile, greeting, eye contact, servicing the customer, offering additional services, and a farewell greeting.

- Teamwork & Its Effect on You and the Customer

This class will take the group through team building exercises to demonstrate to the class how teamwork benefits each coworker, themselves, and the outcome for the customer. This class also focuses on how teamwork affects the image of both ABM Aviation and Tampa International Airport.

- Conflict Avoidance

This class will focus on training the employee to avoid conflict with the customer by observing body language, using positive language skills, and being prepared through, role playing, to handle difficult situations and customers.

- Customer Service Representative Training

This class discusses the functions of the job with respect to tire inflations, battery jump-starts, fueling, security escorts, vehicle flagging and traffic directing.

- Office & Phone Etiquette

This training will focus on the office staff to ensure they are using proper office and phone etiquette when addressing customers or handling walk in customers. It is important also to create an office environment that is clean, safe, and inviting to customers.

- Ownership and Accountability

This class will demonstrate how accepting ownership of a problem is more customer-friendly and efficient than passing the problem on or ignoring the problem. Actual site situations will be used to demonstrate how solving a problem immediately can be both rewarding to the employee and beneficial to the customer.

ABM Aviation takes a serious approach to employee retention and professionalism. We have provided a brief outline of our employee personnel policies that will serve as a guideline for the BNA parking personnel.

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## Job Specific Training

All new employees are given hands-on training with respect to the equipment they will use. This training will take place before the employee begins his field service. New hires also are given the opportunity to complete, review and correct the forms they will use as part of their daily activities, which promotes accuracy and familiarity with appropriate parking terminology.

A Training Manual is issued to each employee to provide general guidelines and procedures for performing specific job tasks. The manual is intended to serve as a ready reference guide in the field.

## Employee Conduct and Discipline

ABM has a philosophy that we strongly believe in, post in our offices, in the break rooms, and share every chance we get. ABM believes in Respect, Fairness and Dignity and we expect that our employees conduct will reflect that:

### **Respect**

We have nothing but the greatest respect for our skilled and hardworking employees. We respect the needs and concerns of our clients and do our utmost to solve their challenges. Every time.

### **Fairness**

We believe in just treatment for all. We strive to lead the facility services industry through our honest, ethical attitude and open communication with all employees and clients.

### **Dignity**

Self-respect begins on our home turf. We strive to uphold a sound business philosophy in all matters, whether it concerns our employees or our clients. When it comes to integrity, we do not compromise

ABM believes in a policy of progressive discipline whether the employee is part of a Collective Bargaining Agreement or not. Progressive discipline enables us to work with employees to correct deficient behavior and enhance their skills. Our objective is to work with our employees in developing their skills and professionalism. Employees will receive regular feedback and an annual employee evaluation.

The evaluation offers a formal opportunity to discuss future goals and areas of excellence or those requiring improvement. Employees are provided with an Employee Handbook that clearly outlines the policies and procedures and guidelines for employee behavior on the job.

## Evaluation of Employees - Frequency

All new employees, upon graduating from the training program, can expect a performance review after 90 days on the job. This signals the end of their probationary period, evaluates their progress, while pointing out their strengths and weaknesses. All performance criteria are evaluated, and a decision made as to what, if any, remedial training is warranted. Subsequent performance reviews are conducted on the anniversary date, memorialized in writing, and made a part of their personnel file.

The evaluation review covers all areas of the employee's responsibility. Technical, behavioral and customer relations skills are considered in the overall performance evaluation. For instance, in the case of a cashier, data compiled from cash audits and quality control inspections are considered important to the review. Complaints or compliments from the traveling public would also play a major role in the





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process. The performance of supervisors or managers would be weighted towards policy compliance, timely reporting, and financial performance of the operation.

### **Promotion**

ABM believes it has an obligation to promote from within the company. Employees are made aware of this policy early on and encouraged to strive for advancement. Promotion pay raises and continued employment are all tied to performance. In short, the employee who demonstrates superior job skills and knowledge and a desire to do something extra will be rewarded with additional responsibilities and promotion. Most of our present management started at the lowest levels of responsibility and have worked their way through the ranks. This is common knowledge at ABM and provides the impetus for employees to do the very best job possible.

### **Progressive Discipline**

ABM adheres to a strict set of policies concerning discipline that may lead to a demotion or involuntary termination. For the protection of the employee, it is important that when a rule violation occurs, the employee is notified verbally with a written notice to their personnel file to memorialize the conversation. This follows a systematic course that progresses with additional warnings if the rule violations continue, eventually leading to termination. It is important that all discipline be leveled uniformly and that all employees are expected to adhere to the same rules and regulations. The objective is to improve the quality of performance and retain the employee.

### **Demotions**

Demotions will be given when an employee is failing to meet the standard because a certain skill level cannot be achieved but is otherwise following all rules and regulations. ABM understands that this sometimes happens, and try as he or she might, the employee may not be able to reach a skill level to do the assigned job. In these instances, it is our objective to retain the employee whenever possible and place the person in a less skilled position where they can succeed.

### **Terminations**

It is important that all terminations, voluntary or not, be handled in a professional manner consistent with all state and federal laws. To this end, ABM has a fully staffed Human Resources Department to monitor and assist all field personnel in the sometimes-delicate procedure of a dismissal. In the case of a firing, it is our practice to initially suspend the individual pending a brief investigation. This allows us to make sure the termination is warranted and allows the field manager to receive proper direction before making the termination final. In every case, all departing employees receive an in-depth exit interview where all questions are answered including an explanation of available continuing benefits.

### **Guidance of Supervisory Personnel**

Supervisory personnel and training will be the direct responsibility of our on-site General Manager. As a senior staff member, he will be charged with the responsibility of organizing and directing subordinate personnel in all aspects of required procedures and standards necessary to maintain a professional first-class operation. To assist management, we have a Human Resources Manual which is available online through our parent company ABM Industries, Inc.

### **Uniforms**

All employees are required to be in a complete uniform during work hours. Our standard uniform package consists of dark pants, white shirt with tie or a polo shirt, dark shoes, and a jacket. The monthly uniform cost per employee includes the weekly pick up, cleaning and return of uniforms to the location. If necessary, repairs will also be made at no additional charge. We believe the monthly uniform program always keeps employees looking professional and clean and creates consistency.



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## **Appearance and Image**

Although cliché, "**image is everything.**" Regardless of our success in the execution of our prescribed tasks, it is imperative that our employees look professional doing it. The fact that our employees not only represent ABM Aviation, but also Tampa International Airport as well is constantly reiterated. Grooming, uniforms, and overall appearance of the facility are important to us.

## **Communication**

It will be just as important to have open lines of communication with the employees as it is to have regular training classes. Employee issues and concerns must be heard to encourage learning, problem solving and to generate motivations and increase employee morale. Some of the suggested methods to be used for ongoing communication will be:

### **Regular Staff Meetings**

Ongoing and regular staff meetings will be conducted for all employees. These staff meetings will be opportunities for the employees to discuss problems or concerns, gather updated airport information or news and be prepared for their day. This is a key element in creating a teamwork environment for the staff.

### **Suggestion Box**

A suggestion box will be installed to allow employees the opportunity to submit improvement suggestions. Submittals can be anonymous, or the employee can sign their name if they would like a reply regarding their suggestion. We believe that all suggestions that have merit and therefore, suggestions that are implemented and improve customer service or employee relations will be rewarded.

### **Newsletter**

The benefits of an employee newsletter should not be overlooked as a method of communication. We envision a regular bi-monthly newsletter to be distributed to the entire parking staff. This newsletter will contain valuable information, tidbits and news which will include, messages from management, news from the union, employee promotions, transfers, or new additions, airport construction, expansion news or important updates, customer service tips and reminders, and of course report on status of achieving the desired customer service goals.

### **Employee One-On-One Contact**

One of the most important ways to communication is actual face to face communication. A trainer or member of management will circulate amongst the employees on a weekly basis to work side by side with them. This will enable them to advise and guide employees who need additional assistance, to gather additional information that may not have been communicated during staff meetings, and for the opportunity to interact with the customer on a regular basis.



### **Customer Service Committee**

The Customer Service Committee will work closely with the management staff to develop new ways to be of service to the customer, enhance existing services, solve customer service issues, and of course provide incentives to encourage employees.

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## **Incentive Programs**

One of the most important steps in enhanced customer service is to reward employees for meeting the objectives of the program. Therefore, incentive programs will be developed and implemented that will provide employees rewards.

### **Employee of The Month**

No incentive program is complete without an Employee of the Month Award. An employee of the month award will be based on the employees' ability to meet a variety of criteria. The criteria will include uniform and grooming compliance, attendance, attitude, and level of customer service provided. Employees will be inspected daily by their supervisors and the information submitted on an inspection form, along with the input from customers to determine eligible employees. The Customer Service Committee may be involved in the selection process as well. The employee will receive a plaque and a gift.

### **Employee of the Year**

This employee will be selected from the entire group based on their yearlong performance, overall inspection ratings, consistency with customer service and attendance, uniform, and grooming habits. The employee of the year will be rewarded also with a plaque and gift.

### **Caught in the Act**

It is often difficult to recognize each and every employee with only one employee of the month or year. Therefore, we recommend beginning a "Caught in the Act" award program. So often, employees are doing their jobs exactly as we expect to see them performing their job. They greet the customer, smile, make eye contact and bid the customer farewell, all in a pleasant and positive manner. Perhaps now overwhelmingly outstanding but just right! These employees will be issued a "Caught in the Act" certificate. The employees will collect certificates and submit them monthly for a raffle. Various prizes and giveaways will be raffled at the end of each month. The more often the employee is caught in the act of doing something right, the more chances to win.

### **Crisis Management Award**

Often a situation will arise where an employee will use their quick thinking, past experience and training to avert a potential crisis or problem. It is in those instances where a pat on the back is necessary. Therefore, we will ask employees to submit actual case scenarios where a crisis had been avoided. The Customer Service Committee will select the most innovative and appropriate approach to crisis management and award that employee, on a quarterly basis, a Crisis Management Award. The submitted scenarios will be used at future training courses on conflict avoidance. The above incentive programs are just the beginning. We will constantly be finding ways to thank and reward employees for doing their jobs well which will include a simple pat on the back and a "you're doing a great job!"

We mentioned at the beginning of this section that, ***Customer Service begins with the employee***, and we must say here ***that Customer Service ends with the Customer***. The benefit of ongoing training, positive feedback, holding employees accountable for their performance and rewarding employees for excellent job performance is that the customer reaps the benefits of a positive parking experience. The pride our employees have in their jobs will project a positive image for the Tampa International Airport. We can expect to see fewer complaints, higher customer satisfaction ratings and greater customer loyalty.

Not only is the employee an integral part of customer service, but there are things that ABM Aviation can do to provide a first-class experience for the customer. ABM Aviation automatically implements various operational enhancement procedures as soon as we begin operating a facility. We will evaluate the needs of the facility and develop a customer service plan based around these needs. We will also



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investigate programs we currently use and find ways to enhance them or create and develop new ideas. Our initial concern is to establish a user-friendly environment. To this end, we have designed several programs that enhance the customer's experience. We have found that by imparting a value-added touch to the element of parking, we are able to make the already stressful trip to the airport that much easier. The following is a list of these programs.

#### **Conflict Avoidance**

Role-playing is an important part in preparing the employee for what he or she may encounter in the field. We create situations and role-play with the employees, then as a group we discuss the positive and negative behaviors used by the employee in handling the situation. The scene is acted out again, and the suggestions from the first role-playing situation are used to avoid conflict in the subsequent scene. This practice encourages employee involvement and requires them to draw on the valuable resources provided during training.

#### **On-Site Field Training**

Each facility is unique in its layout, tenant base, customer needs and even employee functions. Therefore, classroom training must be followed up with on-site field training. An employee's first day of work at the Tampa International Airport will serve as a necessary supplement to the typical orientation.

This segment of the orientation will consist of a variety of information such as the mission and goal of The Tampa International Airport Management, a tour of the parking garage, as well as specific knowledge of the facility layout, size, staffing and schedules. Employees are taught information that will be helpful when answering customer inquiries about the Tampa International Airport office building.

#### **Ongoing Development for Existing Employees**

In addition to the comprehensive array of topics presented to new employees, ABM Aviation prides itself on the ongoing training programs it offers to our current team members. We understand that to succeed in today's business environment, it is imperative that we provide continuous training to all our employees, enhancing their skills and knowledge of the parking industry. By investing in their potential, we develop top-notch, quality employees that we can stand behind. Several of our ongoing, industry-leading training programs are discussed in detail in the pages that follow.

#### **Safety Training Seminar**

One of the most significant concerns of any large company attempting to compete in today's marketplace is insurance, and more specifically, claims management. It is no secret that insurance costs have been escalating far more rapidly than other typical costs.

As one of the most prominent service providers in the country, ABM Industries, Incorporated, ABM Aviation parent company, has taken a firm position with respect to this unfavorable phenomenon. ABM has been quick to recognize that it is truly in the best interest of the corporation to reduce its claim exposure to offer competitive rates to both existing and prospective clients. As part of this process, ABM mandates that each of its subsidiaries, including ABM Aviation, develop and maintain an aggressive yet viable *Safety Program*.

In response to ABM's instruction, ABM Aviation made a conscious decision to employ a full time Director of Loss Control to ensure that all objectives were met. One of the first tasks assigned to the Director of Loss Control was to document a thorough Accident Prevention Plan. Thereafter, his primary responsibility was to articulate the contents of the plan to all members of the company as well as ensure that the information included in the plan was and is provided to all employees.

To ensure that the Accident Prevention Plan was put into action in a timely manner, a forum was established with assistance from ABM Industries. It is referred to as the *Safety Training Seminar*. On an annual basis, all our employees are invited to this session hosted by the ABM Aviation Director of Loss

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Control as well as several individuals in similar capacities within the ABM corporate structure. The seminar includes detailed discussions on a variety of safety-related topics specific to the parking industry. A sampling of the topics has been outlined below.

#### **Workers' Compensation Claims**

Certainly, one of the greatest challenges facing any firm conducting business in a service-related capacity is the reduction of workers' compensation claims. All aspects of this subject including reporting requirements for both the company and the state, trend identification, accident prevention, and suggested solutions for the most common types of claims are discussed in detail.

#### **Public Liability / Property Damage**

Both accident prevention via the Safety Maintenance Schedule and appropriate documentation designed to reduce the overall cost per claim are discussed in this portion of the seminar.

#### **Safety Contest**

As is true with most company-wide programs, the support of the employees is a necessary ingredient for the success of the same. As such, it is essential the employees have sufficient input with respect to the development of the incentive programs associated with safety. The annual seminar is used as a brainstorming session for the establishment of the annual *Safety Contest*, which incidentally has proven to be quite successful in the last few years.

In addition to the annual seminar, the Safety Committee comprised of the local Branch Manager and Operations Manager as well as a select number of major facility managers meet monthly to discuss the progress of the *Safety Program*. As part of this meeting, every claim, whether it be related to workers' compensation, public liability or vehicular damage occurring during the previous month will be reviewed. Unfavorable trends associated with the claims are identified and suggested remedial actions are developed. As a last note, monthly "5-Minute Safety Talks" distributed by ABM are reviewed to ensure that every employee has acknowledged their understanding of the same.

#### **Standard Operating Procedures Training Seminar**

On an annual basis, the Management Staff will attend a Standard Operating Procedures training session which is conducted by our in-house auditing staff. The seminar includes a structured discussion outlining any new company policies and procedures. There is also an open forum in which we encourage the Managers to convey any concerns that he or she may have encountered at the location. Shortly thereafter, the auditing staff checks and rechecks the facility to ensure that all the new or revised procedures have been fully implemented. In those instances where deficiencies are detected, the Managers will be required to attend a supplemental training session.

#### **Certified Parking Professional (CPP)**

Educational programs and designations are commonplace in the asset and property management arenas. On the contrary, programs which stimulate specific parking knowledge have not been available to our industry until just recently. In 1995 and 1996, ABM Aviation committed to the placement of 50 qualified individuals into the National Parking Association's Certified Parking Professional (formerly Certified Parking Facility Manager CPFM) program. We now have hundreds of certified managers nationwide.

The program is offered as a correspondence class for those desiring to expand their knowledge of the industry. Contemporary issues such as computerization, parking control and specifications, the American Disabilities Act (ADA), maximizing profits and controlling expenses, as well as rideshare development and planning are all examples of the contents of the certification program.

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### **ABM Aviation Roadmap to the Future**

We have clearly seen the need to enrich our employees by offering the most comprehensive training systems available. ABM Aviation has an online training program wherein management staff is taught a variety of subjects. The curriculum for ABM's *Roadmap to the Future* will be used as a means of educating our employees. The classes are offered online for convenience and they are available 24/7, day or night. Managers in positions reporting to Branch Managers such as Operations Managers, General Managers, Facility Managers and Assistant Facility Managers will have access to 10 business-based online educational training courses specifically selected to support their ongoing professional development here at ABM. Classes include:

- The Principles of Financial Management
- The Fundamentals of Exceptional Customer Service
- Overcoming Difficult Customer Service Situations
- Identifying Your Customer's Expectations
- Problem Performance Prevention
- Leadership Essentials: Leading Change
- Sustaining Competitive Advantage
- Personal Accountability

With a stable workforce in place, we provide continuous training to all our employees, enhancing their skills and knowledge of the parking industry. By investing in their potential, we develop top-notch, quality employees that we can stand behind.



EXHIBIT G

FACILITY LOCATIONS

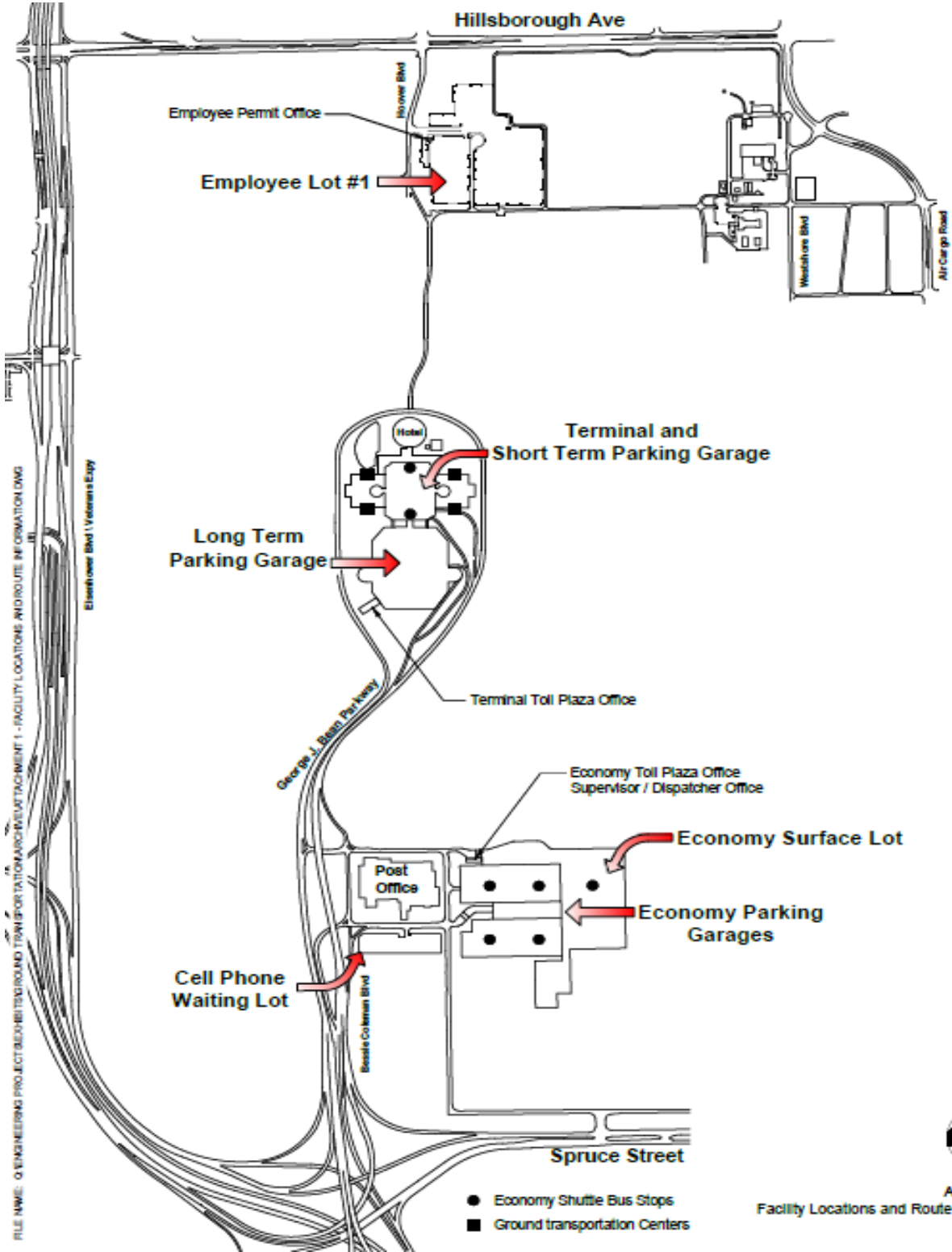


EXHIBIT H

VEHICLE DETAILING SERVICES




## HAND WASH AND DETAIL WHILE YOU TRAVEL

We offer the highest level of cleaning service for your vehicle while providing you with the priceless value of convenience! Right here at Tampa International Airport!



Available to Valet Parking Customers at Blue Departure Curbside and Level 5 Short Term Parking Garage (Standard valet rates apply)

Contact us at 813-676-4600

or visit [TampaAirport.com/parking](http://TampaAirport.com/parking) for information on all our convenient parking options and services

### MENU OF SERVICES

	CAR	SUV	VAN/ LARGE SUV
<b>Interior</b> <small>Full inside cleaning, vacuum, windows, dashboard, console and door jams</small>	<b>\$20</b>	<b>\$25</b>	<b>\$30</b>
<b>Exterior</b> <small>Outside Hand Wash, Clean Exterior windows and rims and tires</small>	<b>\$25</b>	<b>\$29</b>	<b>\$32</b>
<b>Interior / Exterior</b> <small>Outside Hand Wash, plus full vacuum, door jams, dashboard and console</small>	<b>\$32</b>	<b>\$36</b>	<b>\$40</b>
<b>Deluxe</b> <small>Interior and Exterior plus liquid spray wax</small>	<b>\$40</b>	<b>\$46</b>	<b>\$52</b>
<b>Ultimate Exterior</b> <small>Interior and Exterior plus spot clay treatment, hand-buffed Carnauba Cream Wax</small>	<b>\$85</b>	<b>\$90</b>	<b>\$100</b>
<b>Manager Supreme</b> <small>Ultimate Interior and Exterior plus Full Body Clay Bar treatment with Hand-buffed Carnauba Cream Wax</small>	<b>\$154</b>	<b>\$166</b>	<b>\$180</b>

Cash, Credit or Debit Cards Accepted



Standard valet rates apply. Sales tax is included where applicable. Additional charges may apply depending on the condition and size of the vehicle.  
\*This is a waterless hand wash detail service

Contact us at 813-676-4600

or visit [Tampa Airport](http://TampaAirport.com/parking) convenient parking options and services

## EXHIBIT I

### VALUE ADDED SERVICES

Our entire team at ABM Aviation is honored to have been a partner with the Authority over the past 12 years in providing the Tampa International Airport with exemplary service. ABM understands the paramount importance of customer service, both in terms of providing a positive parking experience for the traveling public, enhancing the image of our airport clients, and helping them grow with the Aviation Industry. Our intimate knowledge of your day-to-day operations combined with our 50+ years of airport specific experience managing airports around the world, equips us to continue providing excellence in service and implement future growth initiatives for the Authority.

We look forward to exploring the following as well as any other value-added services the Authority would like to implement for TPA.

#### Valet Service Enhancements

ABM Aviation currently operates TPA's very successful 24 hour a day Valet Service that provides customers with 2 convenient drop-off points and an optional automotive detail service. ABM has identified opportunities to increase overall customer service as well as adding addition service to increase revenue. We already provide free bottled water (reimbursable) to our valet customers and would like the Authority to consider further discussions on implementing the following:

- Adding complimentary Newspapers for Valet customers (Cost would be \$1500.00 per month)
- Adding complimentary Mints for Valet customers (Cost would be \$500.00 per month)
- Adding TPA Branding to above mentioned current water bottles & Mints to further enhance Valet Operation Exclusivity (additional cost would be minimal)
- Implement an auto detail rewards program to provide a free detail to repeat customers after so many washes. (No cost to the Airport)
- Expand and advertise our Automotive Dealership maintenance drop off / pick up service to our customer's. This expansion would require coordination with select Dealership Service Departments in the area to facilitate valet customers having their vehicles picked up for scheduled service and then dropped back off prior to their return. This would be a tremendous gift of time efficiency to many customers and an extremely desirable added amenity to our business travelers. Our estimation for initial cost would be \$5k (may be less or possibly free to the Authority with dealership sponsorship) to provide advertising materials in the valet area and there would be no reoccurring costs.



Initial recommended Dealerships are as follows:

- Mercedes of Tampa Bay
- Volvo of Tampa Bay
- Audi Tampa
- Lexus of Tampa
- Infiniti of Tampa



- Ed Morse Cadillac
- Parks Lincoln of Tampa

### **Additional EV Charging Stations**

As we all know, plug-in electric vehicles are here with more on the way. Chevrolet, Ford, Nissan, Toyota, BMW, Tesla, and Fisker. Mainstream and boutique manufacturers are delivering on the promise of attractive, practical, mainstream electric vehicles and TPA's Parking Operation is experiencing an increasing demand for electrical vehicle charging stations.



There are many choices of equipment and multiple vendors. Some claims of "cheap," "easy" and "free" are not always dependable – there could be a catch for the Authority and TPA customers. Be sure you know your options and risks. Be sure all incentives have been identified. Review your electrical load profile. Maximize the value of your commitment for the short and long term. ABM Aviation, and ABM Energy can help. ABM Energy Services is one of the largest installers of vehicle charging stations in the country.

ABM Aviation Recommends TPA install additional EV Charging Stations. Please see below:

- 4 EV Charging Stations at Economy Phase 2 Garage – Level 1, as there are currently none.
- 4 Additional EV Charging Stations in Long Term Garage– Level 7 by the Monorail, there are currently 4 spaces.
- Cost to install an EV Charging Station is about 25K to 30K (Costs can be reduced depending on quantity)

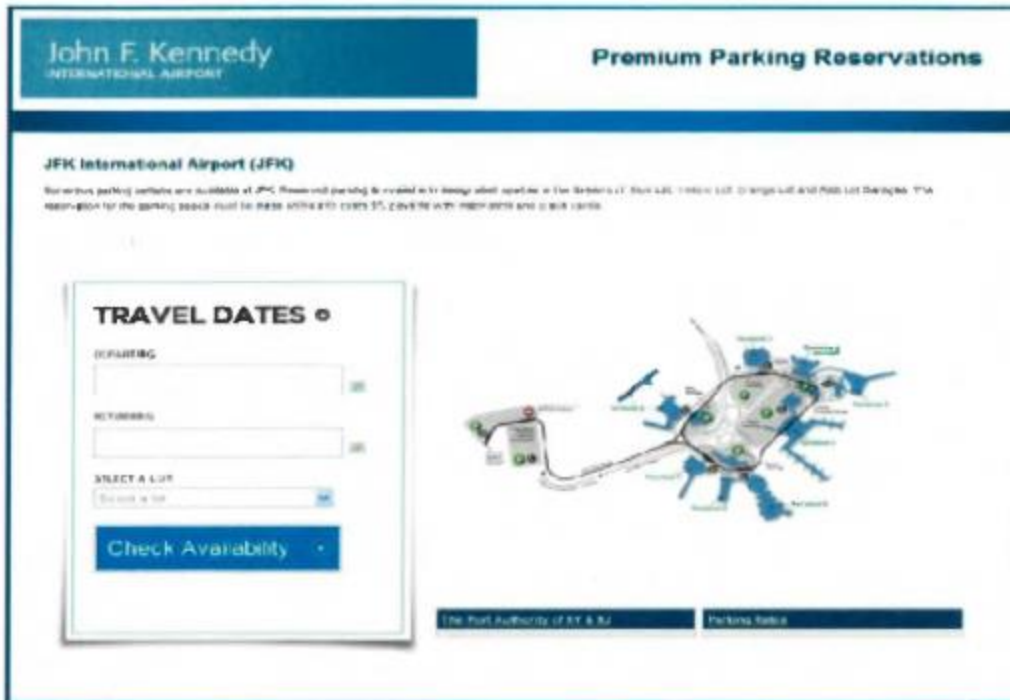


***ABM was selected by BMW of North America as its preferred electric vehicle (EV) charging station installation and service partner for its BMWi Centers across the United States and Canada. The EV charging stations at each BMWi Center will be part of the ChargePoint Network, the largest and most open EV charging network in the world, with more than 14,000 charging locations.***

*"ABM has been a key ChargePoint partner for many previous station installations and we are thrilled to collaborate with them on our newest venture with BMW," said Pat Romano, CEO of ChargePoint. "This latest partnership will help grow the public charging network for all EV drivers and give potential car buyers the confidence that they can plug-in on the go."*

### ABM's Proprietary Parking Reservation System

One of the most desirable parking options we can provide for TPA's customers is the ability to reserve their parking in advance. Having a reservation will give our customers piece of mind on having that guaranteed space vs wasting precious time searching for a parking when they arrive at the airport. Reservations will allow TPA to estimate their usage ahead of time and accept pre-payments via credit cards.



ABM Aviation can offer TPA the ability to implement a "Proof of Concept" Reservation Program at NO COST to the airport. Our user-friendly parking reservation system can be up and running in 30 to 60 days providing additional revenues to the Authority. Our conservative estimation for first year revenues is \$60,000.00+. This is based on the following parameters:

- Starting with 75 spaces in a designated area for a proof of concept
- Assuming a minimum average of 50 spaces remain occupied
- Average parking stay is 3 days
- Charging \$10.00 for the reservation
- $50 \text{ spaces} \times 30 \text{ days} = 1500 / 3 = 500 \times \$10 = 5k \text{ per month}$
- **No Additional Staffing Costs**

## ABM's Proprietary Frequent Parker Program

ABM Aviation offers an online, customer-administered Frequent Parker Program which encourages customer loyalty and repeat sales. This system allows us to offer bonus and award programs that have been previously only available to off - airport locations, on a large scale to on-airport parkers, as well as other parking facilities or entire portfolios.

YOUR TOP POINT LOCATION

**150**

POINTS EARNED AT SAN FRANCISCO INTERNATIONAL AIRPORT

REDEEM NOW

Account Options

- Home
- Account Settings
- Add/Manage Locations
- View Rewards History
- Apply Coupon
- Add/Manage Credit Cards
- Change Password
- Logout

Welcome to your Frequent Parker Homepage

Points Summary

Location	Points Available	Points per \$	Points per Free Day	
Parking Northern California (San Francisco, CA)	50	10 points per \$1.00	100	<a href="#">View Location</a>
San Francisco International Airport (San Francisco, CA)	150	1 points per \$1.00	100	<a href="#">Redeem</a>

ABM  
Parking Services

The Frequent Parker Program gives customers points for every parking dollar spent. Once the customer reaches the point threshold, they can redeem their points for free parking or other products and gifts such as a free auto detail. The Frequent Parker Program is web-based, enabling customers to sign up online as well as check their rewards balance. Parkers can utilize their preferred credit card when signing up for the program which is recognized by our system when swiped to enter the parking facility, which means no more tickets to pull. Upon exiting through the automated lane, the customer simply swipes their card, prints their receipt, and earns points, all with one quick and easy swipe of a card.

Our Frequent Parker Program will provide the Airport with the maximum amount of control and flexibility. As a result, the Airport will be able to offer this exciting option at **No Cost to the Authority**, while having absolute control over the program and associated reward features. In addition, we will be able to customize the program to collect data relevant to the Airport's on-going marketing efforts.

### QR Code Implementation



ABM Aviation believes the explosive popularity of smart phones has provided a tremendous opportunity to improve communication with our customers and increase overall customer satisfaction. Utilizing QR Code technology, ABM has initiated a program which imbeds parking information into QR code format which gives customers the ability to scan a code and retrieve a vehicles parking location, airport contact information, hours of operation, parking rates, promotions, and any additional information that would be helpful to the customer.

ABM Aviation has initiated a program which imbeds parking information into QR code format. This would give ABM and the Authority the ability to promote a remarkable amount of information to airport customers such as:

- A vehicles parking location
- Airport contact information
- Hours of operation
- Parking rates
- Promotions
- Customer service surveys

Signage with QR Code technology could be installed throughout the airport in areas like baggage claim, parking garages and TPA shuttles to further promote the parking operation and make it easy for customers to use their smartphones to send immediate feedback.

Additionally, since ABM is the incumbent Parking Operator, we are very experienced with ADVAM and the current HUB PARCS equipment systems, as well as having recently conducted beta testing for ADVAM integration here at TPA. We feel ABM would be instrumental in final implantation of any reservation system the Authority chooses. ABM will address any additional operational cost and or increases when the Authority moves forward with a final selection.



EXHIBIT J  
Scrutinized Company Certification

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **any amount**.

Additionally, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **\$1 million or more**.

Company: \_\_\_\_\_ FID or EIN  
No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
I, \_\_\_\_\_ as a representative of

certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of \$1 million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of \$1 million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE