

**AGREEMENT FOR PARKING MANAGEMENT AND
OPERATIONS SERVICES**

Between

CITY OF SAN ANTONIO, TEXAS

and

SP PLUS CORPORATION

TABLE OF CONTENTS

AGREEMENT FOR PARKING MANAGEMENT AND OPERATIONS SERVICES	1
ARTICLE 1 FOUNDATIONAL MATTERS	2
1.1. ENTIRE AND INTEGRATED AGREEMENT	2
1.2. DEFINITIONS.....	2
1.3. REFERENCES	9
1.4. INTERPRETIVE PROVISIONS.....	10
ARTICLE 2 TERM AND GRANT OF RIGHTS	12
2.1. EFFECTIVE DATE, TERM, AND DURATION.....	12
2.2. GRANT OF RIGHTS.....	13
2.3. OWNERSHIP	17
2.4. TRANSITION PROCESS	19
ARTICLE 3 FACILITIES, EQUIPMENT, AND INTELLECTUAL PROPERTY	23
3.1. FACILITIES	23
3.2. EQUIPMENT AND VEHICLES	24
3.3. INTELLECTUAL PROPERTY	25
ARTICLE 4 DUTIES OF PARKING OPERATOR	28
4.1. SCOPE OF SERVICES AND GENERAL PERFORMANCE OBLIGATIONS ...	28
4.2. STANDARD OPERATING AND PROCEDURES MANUAL (“SOP”)	29
4.3. EMPLOYEES AND STAFFING	30
4.4. SUBCONTRACTING	33
4.5. ACKNOWLEDGEMENT OF ADJACENT ACTIVITIES AND DUTY TO COOPERATE.....	35
4.6. MODIFICATIONS TO FACILITIES AND SERVICES	36
4.7. CAPITAL IMPROVEMENTS.....	37
4.8. FORCE MAJEURE	38
ARTICLE 5 ECONOMIC MATTERS	38
5.1. DEDICATED ACCOUNT AND GROSS RECEIPTS	38
5.2. LIMITED RIGHT TO COMPENSATION	40
5.3. MANAGEMENT FEE	40
5.4. REVENUE SHARE AND MAG	41
5.5. REIMBURSABLE EXPENSES	41
5.6. OPERATING EXPENSE BUDGET.....	42
5.7. INVOICING AND PAYMENT	44
5.8. SET-OFF AND LIABILITY FOR CITY EXPENSES.....	46
5.9. LIMIT OF APPROPRIATION.....	46

ARTICLE 6 Records	47
6.1. PARKING RATES.....	47
6.2. BOOKS AND RECORDS OF PARKING OPERATOR.....	48
ARTICLE 7 PUBLIC INTEREST PROTECTIONS	50
7.1. GENERAL DUTY TO REMEDY.....	50
7.2. WARRANTIES.....	50
7.3. Remedial Plans and Increased Oversight.....	52
7.4. PERFORMANCE SECURITY	54
7.5. RIGHT TO INSPECT	54
7.6. AUDITS AND ENFORCEMENT	54
7.7. LOSS OF BUSINESS AND CONSEQUENTIAL DAMAGES	55
7.8. DATA SECURITY	55
ARTICLE 8 RELEASE AND INDEMNIFICATION	56
8.1. RELEASE	56
8.2. INDEMNIFICATION	57
8.3. INTELLECTUAL PROPERTY INFRINGEMENT.....	58
8.4. SUBCONTRACTOR’S INDEMNITY	59
8.5. INDEMNIFICATION PROCEDURES.....	59
ARTICLE 9 INSURANCE.....	60
9.1. INSURANCE	60
ARTICLE 10 CITY REQUIREMENTS	64
10.1. CONFLICT OF INTEREST	64
10.2. CONFIDENTIALITY AND SENSITIVE INFORMATION	65
10.3. COMPLIANCE WITH LAWS	67
10.4. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ORDINANCE	67
10.5. TITLE VI – NON-DISCRIMINATION	68
10.6. ACDBE COMPLIANCE	68
10.7. ANTI-BOYCOTT OF ISRAEL	70
10.8. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES	70
10.9. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES	71
10.10. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED.....	72
ARTICLE 11 ENVIRONMENTAL LAWS.....	72
11.1. GENERAL	72

ARTICLE 12 TERMINATION AND ASSIGNMENT	76
12.1. TERMINATION FOR CONVENIENCE BY CITY	76
12.2. TERMINATION FOR CAUSE BY CITY	76
12.3. TERMINATION FOR CAUSE BY PARKING OPERATOR.....	78
12.4. WAIVER OF CLAIMS.....	78
12.5. REDELIVERY.....	79
ARTICLE 13 FINANCING, LIENS AND ENCUMBRANCES	82
13.1. PARKING OPERATOR FINANCING.....	82
13.2. BONDS	83
13.3. OTHER LIENS AND ENCUMBRANCES	84
13.4. NO AUTHORITY TO BIND CITY	84
ARTICLE 14 COMPLIANCE MATTERS	85
14.1. FEDERAL COMPLIANCE	85
14.2. TITLE VI ASSURANCES.....	85
14.3. AIRPORT SECURITY AND BADGING	85
14.4. SUBORDINATION TO THE UNITED STATES GOVERNMENT.....	85
ARTICLE 15 MISCELLANEOUS	86
15.1. TAXES.....	86
15.2. PERMITS AND LICENSES.....	86
15.3. DISPUTE RESOLUTION	86
15.4. ATTORNEYS' FEES	86
15.5. NO THIRD-PARTY BENEFICIARY	86
15.6. RELATIONSHIP OF THE PARTIES	87
15.7. DESIGNATION OF REPRESENTATIVES	87
15.8. PRESERVATION OF CONTRACTING INFORMATION.....	87
15.9. INDEPENDENT CONTRACTOR	88
15.10. SEVERABILITY	88
15.11. AMENDMENTS AND WAIVERS	88
15.12. GOVERNING LAW AND VENUE	88
15.13. STANDARDS FOR CONSENTS.....	88
15.14. NOTICES	89
15.15. NON-WAIVER AND LIMITATION ON RELIANCE	90
15.16. NO WAIVER OF GOVERNMENTAL AUTHORITY	91
15.17. ENFORCEMENT.....	91
15.18. SURVIVAL	91
15.19. PUBLICITY	91

15.20. PARTIES IN INTEREST91

15.21. SUCCESSORS AND ASSIGNS91

15.22. BUSINESS STRUCTURE AND ASSIGNMENTS.....92

15.23. REMEDIES CUMULATIVE92

15.24. COSTS AND EXPENSES OF THE PARTIES.....94

15.25. SIGNATURES94

Schedules

1 Representations and Warranties of Parking Operator

2 Scope of Services and Operational Requirements

3 Financial Provisions

4 Federally Required Contract Provisions

5 Dispute Resolution Procedures

Exhibits

A Request for Proposals

B Proposed Plan

C Facilities

D Equipment and Personal Property

E Assigned Contracts

F Design Standards and Guidelines

G ACDBE Plan

AGREEMENT FOR PARKING MANAGEMENT AND OPERATIONS SERVICES

THIS AGREEMENT FOR PARKING MANAGEMENT AND OPERATIONS SERVICES (the “Agreement”) is made and entered into on the Effective Date by and between the **CITY OF SAN ANTONIO, TEXAS**, a municipal corporation and home rule city principally situated in Bexar County, Texas (“City”), and **SP PLUS CORPORATION**, a Delaware corporation authorized to do business in the State of Texas (“Parking Operator”, and, with the City, collectively the “Parties” and each a “Party”).

RECITALS

WHEREAS, City is the owner and operator of San Antonio International Airport (“SAT” or the “Airport”); and

WHEREAS, City has been granted the authority by the State of Texas under Section 22.011 of the Transportation Code to provide for the comfort and accommodation of air travelers; and

WHEREAS, City objectives for purposes of this Agreement are to:

- provide high quality parking and shuttle bus management and operation services at the Airport that enhances the customer's parking experience by offering a choice of products with quality service levels at a range of cost and convenience;
- have parking Facilities and shuttle bus services staffed by well-trained, efficient, friendly, and customer-oriented personnel during all hours of the Airports' operation;
- provide commercial vehicle management and operations and ground transportation functions;
- maintain Facilities in a state of good repair through a comprehensive asset management and maintenance program;
- provide uninterrupted parking and shuttle bus services to the traveling public during all operational hours at the Airport;
- grow net parking revenues;
- improve operational efficiencies and promote best practices;
- create flexibility to adopt new products, service, and technologies;
- meet the ACDBE, as herein defined, good faith goals provided for in this Agreement; and

WHEREAS, in furtherance of such purposes, through the Request for Proposals for Parking Optimization – San Antonio International Airport (RFP 23-002) issued March 14, 2023 (the “RFP”), City advertised for and received competitive proposals for the right to manage and operate designated parking Facilities and shuttle bus services at the Airports as set for this Agreement; and

WHEREAS, in accordance with the RFP, City determined that the proposal submitted by the Parking Operator is the best and most advantageous to the City; and

WHEREAS, Parking Operator wishes to enter into the Agreement to perform the Services in accordance with the terms set forth herein and City has completed all necessary City Council approvals to proceed with the same,

NOW, THEREFORE, for and in consideration of the premises, benefits, and mutual covenants contained herein, City and Parking Operator hereby agree as follows:

ARTICLE 1 FOUNDATIONAL MATTERS

1.1. ENTIRE AND INTEGRATED AGREEMENT

- a. All of the above listed Schedules and Exhibits are hereby incorporated into this Agreement by reference for all purposes. The Agreement, which includes its Schedules and Exhibits each as fully incorporated elements, constitutes a single, non-severable, integrated agreement whose terms are interdependent and non-divisible.
- b. This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties with respect to this subject matter hereof. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding either this Agreement or the subject matter of this Agreement.

1.2. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following words and phrases shall have the meanings set out below:

“ACDBE” shall mean an Airport Concession Disadvantaged Business Enterprise that is a for-profit small business concern as defined in 49 CFR Part 23, at Section 23.3 thereof.

“ACDBE Plan” has the meaning given to it in Section 10.6.

“Accounts Receivable Software” refers to the PARIS accounts receivable software or such other replacement accounts receivable software that may be procured, installed, operated and maintained by Parking Operator pursuant to Section 3.3 of Schedule 2 subject to the City’s approval, not to be unreasonably withheld.

“Adjacent Facility” means any existing and future airport facility, structure, building, roadway, tunnel, overpass, bikeway, or sidewalk, parking lot or garage, rail or transit line, other transportation facility of any mode, in each case including both related component utilities, stations, facilities, fixtures, equipment, and systems, and upgrades and expansions thereof, that, in any such case, are or shall be located in, connecting with, or crossing under or over, the Facilities, but which is not (as of the Effective Date) part of the Facilities.

“Adjacent Project” means the design, construction, operation and/or maintenance of any element of any Adjacent Facility that is not at the relevant time part of the Facilities, or of any aviation, commercial, residential, industrial, institutional, or other facility or structure in the local communities or proximity to the Facilities which is not otherwise an Adjacent Facility.

“Administrative Facility” or “Administrative Facilities” means any location or locations at the Airport that are identified in Exhibit C as such for use for limited purposes pursuant to Section 3.1.b, as such location or locations may be modified from time to time pursuant to this Agreement.

“Affiliate” means, with respect to any Person, an entity that directly or indirectly controls, or is under common control with, or is controlled by such Person, including a parent or subsidiary, at any tier, whereas used in this definition “control” (including, with its correlative meanings “under common control with” and “controlled by”) means possession, directly or indirectly, of power to direct or cause direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

“Agreement” means this contract between the Parties, including all Schedules and Exhibits and any authorized written amendments including any documenting a Change.

“Airport” means San Antonio International Airport (SAT).

“Assigned Contract” means each of the contracts listed in Exhibit E.

“Assumed Obligations and Liabilities” has the meaning given to it in Section 2.2.5.a.

“Aviation Department” means the Aviation Department of the City of San Antonio.

“Budget” shall have the meaning set forth in Section 5.6.1.a.

“Business Day(s)” means, whether capitalized or not, any day that is not a Saturday, Sunday, or City Holiday.

“Capital Project Services” means any design, architectural, engineering, cost estimating, scheduling, construction, inspection, supervision, or coordination of professional services in relation to the design and/or construction of a capital or major maintenance project, including any structural repair, restoration, or rehabilitation work on any Facility, which Services and associated project were previously not included in the Scope of Services but added as a Change.

“Change” has the meaning given to it in Section 4.6.1.a.

“Change Order” has the meaning given to it in Section 4.6.3.a.

“City” is defined in the Preamble of this Agreement.

“City Attorney” means the City Attorney of the City or any person designated by the City Attorney to perform one or more of the duties of the City Attorney under this Agreement.

“City Auditor” means the City Auditor of the City or any person designated by the City Auditor to perform one or more of the duties of the City Auditor under this Agreement.

“City Council” means the City of San Antonio’s governing body.

“City Holiday” means any day designated as a holiday by City Council.

“Contract Year” means a period of one (1) year commencing on October 1, and ending on September 30, and each successive period of 12 consecutive months thereafter, provided that (a)

the first Contract Year, which shall begin on the Start Date, and (b) the final Contract Year, which shall end on the last day of the Term, and may be less than one (1) year in duration.

“Day(s)” whether capitalized or not, unless otherwise specifically provided, means calendar day, including weekends and City Holidays. In the case of plural 'days', those days shall be consecutive.

“Dedicated Account” means a segregated bank account established and maintained by the Parking Operator at a bank approved by the City, such approval not to be unreasonably withheld, for the sole purposes set forth in Section 5.1.1 of this Agreement.

“Director” means the Director of the SAAS or any person designated by the Director to perform one or more of the Director's duties under this Agreement.

“Documents” means all original and non-identical copy of any written, typed, or printed matter, or electronically stored information, of any kind or description.

“Effective Date” means the date this Agreement is approved by the City Council of the City of San Antonio.

“Equipment” means that equipment, vehicles, personal property, software, systems, and other materials identified in Exhibit D or made available under Assigned Contracts, together with such additional equipment, vehicles, personal property, software, systems, or materials acquired by the Parking Operator other than from City and used in connection with the Services.

“Excluded Obligations and Liabilities” has the meaning given to it in Section 2.2.5.b.

“Extension Term” has the meaning set forth in Section 2.1.2.b.

“Facility” or “Facilities” means the Parking Facilities, the Administrative Facilities, any other temporary or permanent space added to this Agreement from time to time with the City’s approval.

“Force Majeure” means any event or circumstance beyond the reasonable control of either Party, to the extent such could not have been avoided or mitigated by the exercise of due diligence, and which could not have been expected or taken into account as of the Effective Date, including, but not limited to, pandemics and epidemics (including COVID-19, but excluding those impacts of COVID-19 that are in effect as of the Effective Date), lockouts, failures of power, acts of God, floods, hurricanes, tornadoes, ice storms and other natural disasters, earthquakes, acts of public enemies, terrorism, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, fire, or similar cause, in each case excluding (a) any event or circumstance arising from any breach or default, (b) any changes in general economic conditions such as inflation, interest rates, economic downturn, or other factors of general application such as financial, banking, currency, insurance, or capital markets fluctuations or conditions, (c) general economic or aviation or parking industry conditions or changes therein, (d) interest in Airport operations, business, passengers, or enplanements, (e) any other event or circumstance having a material adverse effect on the business, financial condition or results of operations of the Airport, or (f) an event that merely makes performance more difficult, expensive, or impractical.

“General Manager” means the Parking Operator’s general manager responsible for the delivery of the Services as such position is more fully described in the RFP and Proposed Plan and, once in effect, the SOP.

“Good Industry Practice” means the degree of skill, care, prudence, foresight, and practice that would reasonably and ordinarily be expected from time to time of a skilled and experienced professional parking and ground transportation services provider, engaged in the same (or if none, a reasonably equivalent) type of activity or activities in North America as that of the Parking Operator, or any other Person to which such term relates.

“Governmental Authority” means any federal, state, local or municipal governmental body; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal. Notwithstanding the foregoing, Governmental Authority shall not include the Director or any other person acting as representative or agent for City.

“Gross Receipts” means the aggregate dollar amount of all sales (inclusive of sales taxes imposed on parking transactions), and any other revenues of any type (except as provided in the last sentence of this paragraph) directly arising out of or in connection with the Parking Operator's management and operation of the Facilities, including, without limitation, parking sales, ground transportation permit fees, taxi, limousine, hotel, ride share, peer to peer car sharing fees, and shuttle fees, whether performed by the Parking Operator, its subcontractors, joint venture partners, subsidiaries, associated companies, or any other entity corporate or otherwise, for cash or credit or otherwise, of every kind, name and nature, regardless of where or whether collected, as if the same had been sold for cash. Notwithstanding the preceding sentence to the contrary, Gross Receipts shall in all cases exclude (a) any aeronautical or non-aeronautical revenue generated derived from activities outside the Facilities, (b) enforcement fees including for access and parking, any revenue derived from the monetization of customer-related or other Privacy Data, (c) any revenue derived from electric vehicle charging, (d) any revenue derived from branding rights, sponsorship, or advertisement, and (e) those convenience or transaction fees charged by AeroParker to parking customers in connection with remote or on-line parking reservations strictly in accordance with the Proposal and the terms of the Subcontract with AeroParker disclosed to the City prior to the Effective Date.

“GTMS” means the Ground Transportation Management System.

“Intellectual Property” means all current and future legal and/or equitable rights and interests in or to know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and internet domain names, inventions, solutions embodied in technology, databases and data sets, and other intellectual activity and applications of or for any of the foregoing subsisting in or relating to the Services, design and other data including algorithms, software, source code, and source code documentation used in connection with the Services, and, for certainty, includes all Third-Party Intellectual Property.

“Key Personnel” means the General Manager together with the assistant general manager as such position will be more fully described in the SOP.

“Law” is defined as all laws, statutes, by-laws, resolutions, ordinances, orders, codes, rules, and regulations, whether federal, state or local and all orders, judgments, awards, or decrees of any court or government.

“MAG” has the meaning given to it in Section 3 of Schedule 3.

“MAG True-up Amount” has the meaning given to it in Section 3 of Schedule 3.

“Management Fee” has the meaning given to it in Section 1 of Schedule 3.

“Mark-up” means overhead and profit, including all compensation for all costs associated with general conditions, all home office costs, supervision (home office, project managers, project engineers, superintendents, and all salaried employees that have been assigned to the Project), cost estimating, services, consumables, small tools, layout, coordination, and other indirect costs, where the amount of such mark-up shall be determined separately for each work item to the extent such are eligible for inclusion in the calculation of Reimbursable Expenses, where such overhead and profit shall in all cases not be allowed on the cost of bonds, insurance, permitting, or transportation and living expenses.

“Material Scope Change” means any Change which would add a new parking garage or lot to the Facilities or incorporate a new line of service within the Scope of Services which was previously not included, or expressly or implicitly excluded, as part of the Scope of Services, or which was previously retained by the City as an Excluded Obligation and Liability as described in Section 2.2.5.b.ii, provided that, for certainty, with respect to the four “overflow lots” identified in Exhibit C as of the Effective Date, Material Scope Changes will not include any Change to the characterization (as an “overflow” or “ad hoc” lot) or to the inclusion of any such lot. The “Yellow Lot” is as of the Effective Date one of the “overflow lots” and changes in the Yellow Lot operations shall be addressed as set forth in Section 4.6.3.

“Net Revenues” means Gross Receipts less all Reimbursable Expenses and the Management Fee, in each case with respect to a Contract Year or otherwise specified period.

“Parking Facilities” means any location or locations at the Airport that are identified in Exhibit C as such for use for parking purposes, as such location or locations may be modified from time to time pursuant to this Agreement, including in City’s discretion to incorporate other SAAS parking facilities which are proximate or adjacent to the Airport.

“Parking Operator” is defined in the Preamble of this Agreement.

“PARCS” means the Parking Revenue Control System, or such other replacement software that may be procured, installed, operated and maintained by Parking Operator pursuant to Section 3.3 of Schedule 2 subject to the City’s approval, not to be unreasonably withheld.

“PARIS” means the PARIS Accounts Receivable Software in use as of the Effective Date and to be available for use on the Start Date.

“Parking Operator Financing” has the meaning given to it in Section 13.1.

“PGS” means the Parking Guidance System.

“Permit” means any consent, agreement, permit, clearance, authorization, approval, certification, notification, ruling, exemptions, variance, registration, filing, decision, order, license, right-of-way agreement, concession, grant, registration, franchise or qualification required or advisable under the applicable circumstances to be issued by, granted by, or made with any Governmental Authority or utility owner in connection with the Services or the performance of any of the Parking Operator’s obligations under this Agreement.’

“Privacy Records” has the meaning given to it in Section 10.2.3.c.

“Persistent Breach” shall occur if:

- a. any breach of this Agreement by Parking Operator has occurred and continued for more than thirty (30) consecutive days or occurred three or more times in any six (6) consecutive month period;
- b. City has served Parking Operator with an initial warning notice requiring that such breach or breaches be cured and ceased within thirty (30) consecutive Calendar Days after the date of service of the initial warning notice and not recur three (3) or more times in any six (6) consecutive month period after the date of service of the initial warning notice, and such breach has not then been cured and ceased within such period, or has recurred within such period; and
- c. thereafter, City has served the Parking Operator with a final warning notice requiring that such breach be cured and ceased within thirty (30) consecutive Calendar Days after the date of service of the final warning notice and not recur two (2) or more times in any six (6) consecutive month period after the date of service of the final warning notice, and such breach has not been cured and ceased within such period, or has recurred within such period.

“Person” means any of a natural person, a corporation, a limited liability company, a trust, a partnership, a limited liability partnership, a joint stock company, a consortium, a joint venture, an unincorporated association, or any other entity recognized as having legal personality under the Law, in each case as the context may require.

“Proposed Plan” is defined as Attachment A, “Proposed Plan”, from the Proposal for Parking Optimization, submitted by Parking Operator in response to the Request for Proposals, dated as of June 9, 2023, in the form attached as Exhibit B.

“Proprietary Intellectual Property” means Intellectual Property, excluding Work Product and Data, that is patented, trademarked, or copyrighted by Parking Operator prior to the Effective Date, or, if not patented, trademarked, or copyrighted, was created prior to the Effective Date and held and managed as a trade secret or confidential, proprietary information by Parking Operator, for certainty including Parking Operator’s “SP+ University” training materials (but not any training materials specifically developed as Work Product under this Contract for use in connection with the Services) and any AeroParker software provided as Third Party Intellectual Property.

“Reimbursable Expenses” has the meaning given to it in Section 5.5.1.

“Revenue Share” has the meaning given to it in Section 2 of Schedule 3.

“Request for Proposals” or “RFP” means that certain Request for Proposals, dated as of March 14, 2023, issued by the City, as subsequently amended, attached as Exhibit A.

“Responsibilities Matrix” means Annex B to Schedule 2, as such may be modified from time to time pursuant to this Agreement.

“SAAS” means the San Antonio Airport System.

“Scope of Services” means the scope of Services to be performed by Parking Operator on and from the Start Date as set forth in Schedule 2, taking into account the RFP, Proposed Plan, and otherwise identified in the Responsibilities Matrix, as such may be modified from time to time pursuant to this Agreement.

“Services” has the meaning given to it in Section 4.1.2.

“Shuttle Buses” means those Vehicles identified in Exhibit D as such or which are otherwise used from time to time in the performance of passenger shuttle bus services within the Scope of Work.

“SOP” means the Parking Operator’s Standard Operations and Procedures Manual, as amended from time to time, which is further described in Section 4.2.

“Sensitive Security Information” or “SSI” has the meaning given to it in Section 10.2.2.a.

“Standards” means each of the “Design Standards and Guidelines” listed in Exhibit F, together with all other:

- a. requirements for materials, equipment, systems, standards and workmanship for the Services, for performance of related services, and technical and other specifications, codes and standards applicable to the Services, directly incorporated or referenced in the Agreement, including any Exhibit, Schedule (including the Scope of Services), or amendment hereto, the SOP, the RFP, and the Proposed Plan; and
- b. any other requirements, specifications, codes and standards that apply to the Services as a result of the Parking Operator’s chose means and methods for performing the Services.

“Start Date” is the date determined by the City in accordance with Section 2.4.5.c on which the Parking Operator commences on-site Services at the Facilities.

“Subcontract” means any contract (at any tier) entered into by the Parking Operator, among subcontractors directly or indirectly engaged by the Parking Operator of any tier, in each case in connection with the performing the Services or any of the Parking Operator’s other obligations under this Agreement.

“Subcontractor” means any party, other than the Parking Operator, to a Subcontract.

“Term” shall have the meaning set forth in Section 2.1.1.

“Third Party Intellectual Property” means any Intellectual Property used or applied by Parking Operator in connection with the Services which is owned by any Person other than City or Parking Operator or any of its Subcontractors or Affiliates, for certainty including any Aeroparker software provided as Third-Party Intellectual Property.

“Transition Period” means the period from the Effective Date to the Start Date.

“Vehicles” means that Equipment comprised of all vehicles listed on Exhibit D, and all other vehicles, including Shuttle Buses, acquired and used in the performance of the Services by the Parking Operator from time to time.

“Work Product and Data” means all data and data compilations, submittals, correspondence, drawings, specifications, plans, engineering models, reports, documents, applications, research, manuals, CAD materials, job books, designs, software, reports, analysis, studies and other information or material of any kind, in any medium, acquired, collected, created or prepared by on behalf of the Parking Operator in the performance of the Services, including any draft, and any and all inventions, discoveries, and Intellectual Property, acquired, collected, developed or prepared in whole or in part during performance of and arising out of the Services, including improvements and modifications, whether or not copyrightable, patentable, and/or trademarkable, and any applications for letters patent issuing thereon.

“Writing” or “written”, whether capitalized or not, shall mean a written communication from one Party to the other.

1.3. REFERENCES

- a. Captions and headings contained in this Agreement are for reference only and therefore have no effect in construing this Agreement. The captions and headings are not restrictive of the subject matter of any section in this Agreement.
- b. The terms “hereto,” “hereby,” “hereof,” “herein,” “hereunder” and any similar terms refer to this Agreement.
- c. The words “include,” “includes” and “including” are to be construed as meaning “include without limitation,” “includes without limitation” and “including without limitation,” respectively.
- d. The word “shall” is always mandatory and not merely permissive. The word “may” is a permissive expression of possibility.
- e. Each reference:
 - i. to a Law, including any statute or statutory provision, includes any Law which amends, extends, consolidates or replaces the Law provision or which has been amended, extended, consolidated or replaced by Law and includes any orders, regulations, by-laws, ordinances, codes of practice or instruments made under the relevant statute;
 - ii. to an agreement, document, standard, principle, or other instrument includes a reference to that agreement, document, standard, principle, or instrument as amended, supplemented, substituted, novated, or assigned;
 - iii. to the City or a Governmental Authority is deemed to include a reference to any successor to the City or such Governmental Authority or any organization or entity which has taken over the functions or responsibilities of the City or such Governmental Authority; and
 - iv. to a private person that is not an individual is deemed to include a reference to its successors and permitted assigns.

- f. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural.
- g. Except as otherwise expressly provided in this Agreement or as the context may otherwise provide, words and phrases not otherwise defined herein:
 - i. that have well-known insurance, parking industry, or specialized technical industry meanings shall be construed pursuant to such recognized meanings where such meaning would be contextually appropriate; and
 - ii. of an accounting or financial nature shall be construed pursuant to the Generally Accepted Accounting Principles (“GAAP”), in each case taking into account the context in which such words and phrases are used.
- h. Whenever this Agreement requires either Party to make any payment, or provide or deliver any approval, consent, or like assent, notice, deliverable, comment or any information or material, or otherwise complete any action or performance, in each case on or no later than a date that is not a Business Day, then such deadline shall automatically be extended to the next Business Day to occur after such date. Saturdays, Sundays, and legal holidays shall not be counted for any purpose in any time period prescribed by this Agreement where such period is of five (5) days or less.

1.4. INTERPRETIVE PROVISIONS

1.4.1. Ambiguities.

If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

1.4.2. Resolution of Conflicts.

- a. If there is any conflict, ambiguity, or inconsistency between or among any provision(s) of the Agreement that cannot be reconciled by reading all relevant provisions of the Agreement as mutually explanatory of one another, then the order of precedence shall be as follows:
 - i. an amendment to this Agreement signed by both Parties (or, with respect to amendments and replacements of Exhibits, acknowledged in writing by both Parties), but only with respect to such portion of the Agreement that it expressly modifies;
 - ii. this Agreement, excluding its Schedules and Exhibits;
 - iii. each Schedule and Exhibit, excluding the Scope of Services, RFP, and Proposed Plan;
 - iv. the Scope of Services;
 - v. the RFP; and

- vi. the Proposed Plan.
- b. In the event of any conflict, ambiguity or inconsistency between or among the provisions of this Agreement with an equal order of precedence which cannot otherwise be resolved, the most stringent requirement shall take precedence.
- c. Additional or supplemental requirements that Parking Operator is required to comply with pursuant to this Agreement with a lower order of precedence relative to other parts of this Agreement shall be given effect except to the extent such requirements conflict or are inconsistent with, or otherwise create an ambiguity in relation to, the provisions contained in a part of this Agreement with a higher order of precedence.
- d. Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any applicable requirement under Law and any other requirement of this Agreement, the applicable requirement under Law shall take precedence.
- e. Except as otherwise expressly provided in this Agreement, where this Agreement cites any external document to define requirements of this Agreement, the cited portion of the applicable external document shall:
 - i. be deemed incorporated into this Agreement to the extent it is so cited; and
 - ii. have the same order of priority as the part of this Agreement where the citation is made.

1.4.3. City's Limited Right to Clarify Scope.

In the event of any conflict, ambiguity, or inconsistency between Parking Operator's scope of work under this Agreement, City's determination, acting reasonably, as to the allocation of responsibility for the relevant scope of work shall govern subject to the Parking Operator's rights to initiate a dispute under Section 15.3.

1.4.4. Special Provisions with Respect to Proposed Plan.

- a. Incorporation into this Agreement of any part of the Proposed Plan shall not limit, modify, or alter City's rights to review and approve any aspect of the Services, or be deemed as acceptance or approval of any part of the same by City as conforming with the requirements of this Agreement or Law. Furthermore, incorporation into this Agreement of any part of the Proposed Plan shall not be deemed to incorporate any term, scope, facility, or service which is otherwise expressly or implicitly excluded under the other terms of this Agreement.
- b. If any part of the Proposed Plan includes statements, terms, concepts or designs that can reasonably be interpreted as commitments or offers to provide higher quality services, items, materials, or products than otherwise required by this Agreement, or to adhere to more stringent requirements than otherwise required by this Agreement, and/or to perform services or meet standards in addition to or better than those otherwise required under this Agreement, then Parking Operator's obligations hereunder shall include compliance and performance in accordance with the same.

ARTICLE 2

TERM AND GRANT OF RIGHTS

2.1. EFFECTIVE DATE, TERM, AND DURATION

2.1.1. Term.

Unless terminated earlier in accordance with its terms, this Agreement shall become effective on the Effective Date and shall expire ten (10) years from the Start Date (such period of effectiveness, including the initial 10-year period and any renewal or month to month extensions thereof, as applicable, the “Term”), provided that the Term shall be subject to renewals and extensions as provided for below.

2.1.2. Renewal Options.

- a. The decision to extend or renew this Agreement pursuant to this provision shall be in the City’s sole discretion.
- b. At the City’s option, this Agreement may be renewed under the same terms and conditions for two (2) additional successive five (5) year periods (each, an “Extension Term”) provided, however, that the renewal of this Agreement is contingent upon FAA approval of such extensions pursuant to 49 CFR 23.75. In no event shall the total Term of this Agreement exceed twenty (20) years.
- c. No later than one year before the end of the then current Term, the City will provide notice to the Parking Operator (i) of the ACDBE Goal for the forthcoming Extension Term (if the ACDBE Goal has changed) and (ii) whether any current ACDBE no longer meets the requirements to be an ACDBE under applicable federal law. For the avoidance of doubt, notice given under the preceding sentence shall not be construed as notice of an extension under Section 2.1.2.d. No extensions/renewals of the Term (initial or subsequent) will be granted by the City if, as of the time that is thirty (30) days prior to the scheduled end of the Term, the Parking Operator fails to demonstrate that it will achieve and maintain the ACDBE Goal for the Extension Term or fails to show acceptable and documented good faith efforts to achieve the same, including by replacing any non-qualified ACDBE with a qualified ACDBE.
- d. The Parking Operator shall be notified by City in writing no later than ninety (90) days prior to the then scheduled end of the Term, without additional City Council approval, whether the City has elected to exercise the Extension Term, and such determination will be subject to and contingent upon the appropriation of funding therefore.
- e. Notwithstanding the effectiveness of any Extension Term, the Parties will undertake good faith negotiations to agree to a MAG with respect to each Contract Year during the Extension Term for which no MAG has been previously agreed, and absent such agreement the MAG shall remain at the same level as the last Contract Year for which there is an agreed level, provided, however, Parking Operator upon receipt of a notice of exercise of the City’s Extension Term option, shall provide the City with a good faith projection of Net Revenues for each of the five (5) Contract Years of the upcoming Extension Term. Such projection shall be based on historical and current data and

performance of the Services and the Airport, be prepared in accordance with Good Industry Practice with respect to such projections, and not include any material assumptions to which the City reasonably objects as not in conformance with such standards. If such projections, as agreed by the Parties in good faith in accordance with the foregoing documentation, indicate a calculated MAG True-up in any of those five (5) Contract Years, then the parties will adjust the MAG for the respective Contract Year(s) in order to remove such loss, and therefore there would be no MAG True-up in the respective Contract Years(s).

- f. For the avoidance of doubt, the provisions of Schedule 3, including without limitation those provisions pertaining to MAG relief, shall continue through any applicable Extension Term. Accordingly, upon exercise of its Extension Term options, as part of the notice provided pursuant to Section 2.1.2.d and the MAG negotiations pursuant to Section 2.1.2.e, the City shall provide Parking Operator with a good faith estimate of enplanements for each of the five (5) Contract Years in the Extension Term. Based on such good faith estimates of enplanements, the Parties shall adopt Base Enplanement Numbers for the ensuing Extension Term, which numbers shall become part of Schedule 3 (specifically, the table in Section 3.d of Schedule 3). If the City should exercise its month to month renewal option pursuant to Section 2.1.3 then the MAG relief provisions in Section 3 shall continue to apply, just as with any Extension Term, and the City shall provide a good faith estimate of projected enplanements during the month to month period, so that the Base Enplanement Numbers in Schedule 3 may be updated to include the month to month period.

2.1.3. Holding Over.

- a. The City, in its discretion, may by written notice extend this Agreement on a month-to-month basis, not to exceed six (6) months, upon the otherwise effective expiration or termination of the Term. Said month to month extensions shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. During any such month to month renewal period (not to exceed the foregoing six (6) month period) the Management Fee shall remain the same as during the last Contract Year of the just expired fixed Term, although Parking Operator may submit a new or amended Budget for the City's approval to cover such month to month period. The MAG and Revenue Share during any such month to month extension shall, with respect to the MAG, remain the same as during the last Contract Year of the just expired Term and, with respect to the Revenue Share, continue to be calculated in accordance with Schedule 3 in the same manner as during the last Contract Year of the just expired Term, but in each case be prorated to account for the shorter duration of the month to month renewal.
- b. Any such continuation by Parking Operator of its services after this Agreement has been terminated or otherwise expired, shall not work as a renewal of this Agreement, but only as a month-to-month extension of this Agreement completely at the sufferance of the City.
- c. The City may, during such period of sufferance, terminate Parking Operator's operations by notice with immediate effect and cause removal of all officers, agents, and employees of Parking Operator from the Airport.

2.2. GRANT OF RIGHTS

2.2.1. Rights Pending Start Date.

- a. As of the Effective Date, City grants to Parking Operator the limited right to undertake certain transitional work under Section 2.4 in preparation for the Start Date and the commencement of Services, and Parking Operator accepts all such rights, risks, responsibilities, obligations, and liabilities in connection with delivering the same consistent with this Agreement.
- b. The Parties acknowledge and agree that such limited right does not include any right to perform Services or receive compensation in connection with the same, including any claim with respect to a Revenue Share for the Transition Period.

2.2.2. Grant as of Start Date.

As of the Start Date:

- a. City grants to Parking Operator for the duration of the Term:
 - i. a non-exclusive terminable license, right of access, ingress and egress to all real property comprising the Facilities as described in Exhibit C strictly for purposes of this Contract and performing the Services;
 - ii. an exclusive obligation and right to provide the Services, and to manage, operate and maintain the Facilities and Equipment to the extent such is within the Scope of Services, in each case as contractor and agent; and
 - iii. a non-exclusive right of ingress and egress over and across roadways, walkways, passageways, and other public areas of the Airport for the purposes contemplated under this Agreement, which shall be limited to accessing Facilities and shall not include a right of access to other areas of the Airport without City's prior approval.
- b. City assigns, transfers and otherwise conveys to the Parking Operator, without charge, each (and all) of the following for the duration of the Term:
 - i. the Assigned Contracts; and
 - ii. the Equipment listed in Exhibit D, excluding the Shuttle Buses which are conveyed as follows below.
- c. City leases each Shuttle Bus listed in Exhibit D to the Parking Operator, at a nominal charge of one dollar (\$1.00) per year, subject to the terms of this Agreement and any supplemental terms reasonably agreed and documented by the Parties prior to the Start Date.

2.2.3. Restriction on Dispositions.

In consideration of the foregoing grant of rights, Parking Operator shall not, at any time during the Term, abandon any or all of the Facilities or, outside of the consumption in the ordinary course of materials, dispose of any or all of the Equipment or transfer or assign any of the Assigned Contracts without the prior written approval of City in its discretion.

2.2.4. Parking Operator Acknowledgement.

In consideration of the foregoing grant of rights, Parking Operator acknowledges and agrees:

- a. the use of the Airport for air transportation purposes shall take precedence over the Parking Operator's Services as and when determined by City;
- b. that as of the date of Parking Operator's execution of this Agreement, it has visually examined the Facilities and Equipment made available to it as, is aware of each of its condition, and, subject to Section 2.2.5 with respect to Excluded Obligations and Liabilities and its rights with respect to any Force Majeure event, accepts and shall accept such as it exists on the Start Date, provided that:
 - i. the foregoing provision shall not be construed to expand Parking Operator's obligations under this Agreement with respect to the Scope of Services or the Assumed Obligations and Liabilities or an assumption by Parking Operator of any Excluded Obligations and Liabilities; and
 - ii. the City will use reasonable efforts to maintain the Facilities and perform the Services in the ordinary course in a manner consistent with past practice between the Effective Date and the Start Date;
- c. that, except as provided in Section 2.2.4.b, the grant of any rights by the City to it, the assignment, transfer, or making available of any Facility, Equipment, or Assigned Contract, and any other information, documents, data, materials, Work Product and Data, assistance, or access, to or made available to Parking Operator under this Agreement, or prior to the Effective Date in connection with the procurement and negotiation of this Agreement, is and are provided:
 - i. on an "as is", "where is", and "with all faults" basis without any undertaking, guaranty, representation or warranty, express or implied, regarding the accuracy, completeness, relevance, suitability, fitness for purpose, or adequacy of condition of the same (or any part thereof); and
 - ii. subject to any condition or restriction (including the rights of third parties) that may exist from time to time on the same;
- d. that the grants, assignments, and transfers under Sections 2.2.1 and 2.2.2 do not constitute or result in it receiving an interest in real property, a lease (whether an operating lease or a financing lease), or a grant (regardless of the characterization of such grant, including by way of easement, purchase option, conveyance, lien or mortgage), in each case, of any right, title, interest or estate, including any legal or equitable ownership interest, in the Facilities or Equipment, or of any other assets incorporated into, appurtenant to, or in any way connected with the Services, and that that, except where otherwise expressly stated, City is and shall remain throughout the Term, the sole owner of the fee title to the Facilities and Equipment (except with respect to any after acquired Vehicles and after acquired revenue control systems Equipment, in each case which may be leased or subject to Parking Operator Financing);;
- e. Parking Operator shall use the Facilities, Equipment, and Assigned Contracts only for purposes consistent with and in furtherance of its duties under this Agreement and for no other purpose whatsoever;

- f. it shall not permit any other Person to carry out any business activities on any Facility or in relation to the Services, except as expressly permitted by this Agreement;
- g. notwithstanding the foregoing grant of rights, City reserves to itself the ability to exercise general police powers, enact, enforce or alter any Law, and to take any action to authorize, fund, legislate, regulate, or otherwise undertake, support, cooperate or coordinate with, any existing or new mode of parking and/or transportation in or through the Airport and the City;
- h. notwithstanding the foregoing grant of rights, Parking Operator shall not: (i) install any software on City-owned computers used in the Facilities and computers connected to the City's Local Area Network ("LAN") or (ii) connect any device, local or wireless, to the network without the Director's prior written approval; and
- i. notwithstanding the foregoing grant of rights, this Agreement does not grant Parking Operator the right to provide or perform any services, sell any merchandise, or engage in any other business or commercial activity on the Airport absent express written City approval in its discretion.

2.2.5. Assumed Obligations and Liabilities and Excluded Obligations and Liabilities.

In consideration of the foregoing grant of rights, Parking Operator agrees to assume and discharge or perform when due all Assumed Obligations and Liabilities, and City shall continue to perform and discharge as and when due all Excluded Obligations and Liabilities, where:

- a. the "Assumed Obligations and Liabilities" are comprised of all debts, liabilities and obligations relating to the Facilities, Equipment, and Assigned Contracts, or the Services that occur, arise out of or relate to, or are based on facts or actions occurring after the Start Date, or with respect to any work by the Parking Operator during the Transition Period, including as to matters identified as Parking Operator's responsibility in the Responsibilities Matrix, that occur, arise out of or relate to, or are based on facts or actions occurring during the Transition Period, but only to the extent such debts, liabilities or obligations do not arise from or relate to any breach by City of any covenant, representation or warranty set forth in this Agreement, in all cases excluding the Excluded Obligations and Liabilities; and
- b. the "Excluded Obligations and Liabilities" are comprised of any debts, liabilities, and obligations:
 - i. that occur, arise out of or relate to the City's performance or non-performance of its rights and obligations under this Agreement, including as to matters identified as City's responsibility in the Responsibilities Matrix, or the Authority's access to and use of the Facilities by the City for purposes other than the exercise of a right under this Agreement;
 - ii. related to any work or services which is expressly to be retained or performed by the City at the Airport or in relation to the Facilities and this Agreement pursuant to the express terms of this Agreement or under the Responsibilities Matrix, including the responsibility to maintain, repair, or replace structural elements of the Facilities (except where such may be delegated to the Parking Operator in accordance with a Change);

- iii. that are based on facts or actions occurring or existing prior to the Start Date with respect to the Facilities, the Equipment, or the Assigned Contracts, including:
 - A. any failure of the Facilities or the Equipment to comply with building or zoning codes, or the Americans with Disabilities Act;
 - B. any subsurface environmental contamination or condition or hazardous materials within the Facilities which are subject to regulation under environmental laws or may give rise to liability on the part of either Party; and
 - C. any structural defect in the Facilities except to the extent such is caused or exacerbated by the Parking Operator; and
- iv. that occur, arise out of or relate to any act or omission by, or obligation or liability of, the City under State employment and labor laws or under any contracts or arrangements with or regarding any Airport employee related to the period prior to the their hiring by the Parking Operator pursuant to Section 2.4.4.

2.3. OWNERSHIP

2.3.1. Title.

- a. The Parking Operator warrants it owns, or shall own, and has, or shall have, good and marketable title to all materials, equipment, tools and supplies furnished, or to be furnished, as part of this Agreement or purchased for City for the Services free and clear of all liens and encumbrances other than as may be expressly permitted by City or under the terms of this agreement with respect to any equipment financing.
- b. With respect to any part of any element or work that is to be constructed or affixed to any area within the Facilities as part of the Services, ownership of and title to each such part shall automatically vest in City, or in such other name(s) as City may otherwise determine in its discretion, free from all liens and encumbrances immediately upon such part being affixed thereto.
- c. Subject to the City's payment obligations as set forth in Section 3.2.1 below, title to all Equipment, materials, tools and supplies which shall have been delivered under this Agreement shall pass to City, free and clear of all liens and encumbrances, upon expiration or early termination of this Agreement. The disposition of Vehicles, and the City's payment obligations with respect thereto, upon expiration or termination of this Agreement are addressed in Article 13 below.
- d. The passage of ownership of and title to any part of any element or work, materials, equipment, tools or supplies, shall not imply acceptance of the same by City as to the compliance with this Agreement nor shall the Parking Operator be relieved of its obligation to comply with any of its obligations under this Agreement.

2.3.2. Risk of Loss.

- a. The risk of loss or damage to the Facilities and Equipment, and any other property or asset used in connection with the Services, shall remain with the Parking Operator until the end of the Term, except as expressly provided otherwise in this Agreement.
- b. The Parking Operator shall retain sole care, custody and control of all materials, equipment, tools and supplies furnished, or to be furnished, as part of this Agreement or purchased for the Services and shall exercise due care with respect to the same at all times until the end of the Term.
- c. Without limiting its right under this Agreement to claim Force Majeure or to seek reimbursement, Parking Operator shall repair or replace damaged Facilities, Equipment, and other property to the reasonable satisfaction of City or the affected parties, provided that the Parties shall confer regarding any such repair or replacement which the City may, by notice, elect to undertake itself or through separate contractors. No extension of the Term shall be allowed for repair or replacement of damaged items. Should the Parking Operator not repair or replace such items within a reasonable period of time, City shall have the right to take corrective measures itself and recover the cost from the Parking Operator. The City shall provide Parking Operator with written notice prior to undertaking any corrective measures on its own.
- d. Notwithstanding the foregoing, the Parking Operator shall not be responsible for the unreimbursed cost of any repairs or replacements of Facilities, Equipment or other property to the extent that the need for such repairs or replacements is due to damages caused by the City, its employees, vendors, employees or contractors (other than Parking Operator).

2.3.3. Work Product and Data.

- a. All Work Product and Data shall be considered “work for hire” in which Parking Operator transfers any ownership rights and claims to City upon creation, and all such Work Product and Data, including all data generated in the course of or managed as part of the Services, shall be the property of City; provided that Work Product and Data shall not include, and City shall not obtain title to, any Proprietary Intellectual Property or Third Party Intellectual Property or any other aspect of the Work Product and Data that is not Intellectual Property but which was created prior to the Effective Date and held and managed as a trade secret or confidential, proprietary information.
- b. As such, the City may use all Work Product and Data that Parking Operator prepares or obtains under this Agreement, and Parking Operator shall deliver the original Work Product and Data to City on request.
- c. On such basis, Parking Operator agrees and does hereby assign, grant, transfer and convey to City, its successors and assigns, Parking Operator’s entire right, title, interest and ownership in and to such Work Product and Data. Notwithstanding passage of ownership and title of Work Product and Data by City, risk of loss associated with Work Product and Data shall remain with Parking Operator until the end of the Term.
- d. Furthermore:
 - i. for any raw data created, assembled, used, maintained, collected, or stored by Parking Operator for or on behalf of the City, including as part of the Work

Product and Data, Parking Operator shall provide the City either the raw data itself or the ability to extract the raw data in a format mutually agreed upon by both Parties at no additional cost to the City;

- ii. the Work Product and Data may not be used, reproduced, or distributed by Parking Operator for any purpose other than in connection with the performance of the Services without the prior written consent of City in its discretion; and
- iii. Parking Operator is granted a limited, royalty free license, for itself and its Subcontractors, to use and reproduce applicable portions of Work Product and Data appropriate to and for use in the execution of the Services. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Services are not to be construed as a publication in derogation of City's rights with respect to the Work Product and Data.

2.4. TRANSITION PROCESS

2.4.1. Transition Plan.

- a. On or prior to the Effective Date, Parking Operator shall submit a written plan (the "Transition Plan") conforming to the requirements of this Section 2.4 to the City for review and written approval, which describes in detail the Parking Operator's preparations to start managing and operating the Facilities on the Start Date.
- b. The Transition Plan shall, except where permitted or required by City, conform to the Proposed Plan and include and reflect other elements and directions from City.
- c. At a minimum, the Transition Plan must:
 - i. include a mobilization and transition plan and schedule, identifying in detail all activities that need to be completed prior to the Start Date, which plan and schedule shall provide a basis for Parking Operator to manage, and City to oversee and provide input on, the progression of the transition work in advance of the Start Date;
 - ii. include a plan for development and finalization of the SOP, and development, finalization, and approval of the Specifications, prior to the Start Date;
 - iii. identify all other plans, deliverables, action items, and other matters requiring City review and/or approval and the respective schedule for development, submittal, review, and implementation;
 - iv. include a Budget for approval for the first Contract Year, a draft of which must be submitted on or prior to the Effective Date;
 - v. identify, subject to City approval in its discretion, any element of the Scope of Services (taking into account the Responsibilities Matrix), Facilities, Equipment, and/or Assigned Contracts, to be temporarily retained by City as of the Start Date and thereafter transferred to Parking Operator on a later date due;

- vi. identify, subject to City approval in its discretion, any supplements or modifications to the Exhibits setting forth the Facilities, Equipment, Assigned Contracts, Scope of Services (including the performance standards annexed thereto), and/or Responsibilities Matrix to be incorporated as amendments into this Agreement as of the Start Date in accordance with Section 2.4.5.b below;
 - vii. summarize third-party communications, permitting, and licensing activities;
 - viii. describe Parking Operator's current organizational structure and subcontracting and employment activities, including with respect to subcontractors, ACDBE compliance, personnel, and hiring activities;
 - ix. tracking of identified risks to achievement of the Start Date and initiation of Services, and proposed mitigants to the same;
 - x. include up to date line-item documentation of any and all potential Reimbursable Expenses incurred, committed, budgeted, and/or projected to be incurred by Parking Operator in each case in compliance with this Agreement, together with such additional pricing and cost information as City may request with respect to potential Reimbursable Expenses; and
 - xi. such additional narrative and summary elements as are necessary to give effect to the purpose of the Transition Plan, including as requested by City.
- d. Once approved, Parking Operator shall provide City with regular updates and supplements to the Transition Plan.
 - e. Pending initial approval of the Transition Plan, Parking Operator shall, at its sole cost subject to later reimbursement as provided for below, diligently progress work to timely achieve the Start Date in accordance with its Proposed Plan and, once submitted, the draft Transition Plan, subject to such supplemental direction as City may provide.
 - f. Once the Transition Plan is approved, Parking Operator agrees to implement the approved Transition Plan, subject to reimbursement of Reimbursable Expenses (not to exceed an amount equal to two-months of the Budget for the first Contract Year to occur after the Start Date), with the goal of providing quality, uninterrupted parking, shuttle, and other Services to the traveling public from all Facilities.

2.4.2. Transition Period Obligations.

During the Transition Period:

- a. the Parties shall cooperate in good faith to effect the orderly transition and handover of operations and maintenance of the Facilities, Equipment, and Assigned Contracts, and the performance of the associated Services, to the Parking Operator on the Start Date;
- b. City shall continue to operate, maintain, and manage the Assigned Contracts, Facilities, and Equipment in the ordinary course in a manner consistent with past practice; and
- c. the Parking Operator shall:

- i. provide sufficient supervisory personnel, training staff, and other employees as necessary on-site in accordance with the Transition Plan to ensure a smooth transition;
 - ii. perform all obligations which apply under this Agreement during the Transition Period;
 - iii. undertake and complete all activities in accordance with the Transition Plan; and
 - iv. undertake all efforts necessary to satisfy the conditions to the Start Date set out in Section 2.4.5 below.
- d. Failure of Parking Operator to timely fulfill the requirements of the approved Transition Plan shall be an event of default.

2.4.3. Early Access During the Transition Period.

- a. During the Transition Period, the Operator may access the Facilities for inspecting, training, and other purposes in line with the Transition Plan only as and when expressly approved by City.
- b. City reserves the right to reject any Parking Operator request for such access, and to otherwise impose conditions on any such approval.
- c. In performing any activities under this Section, the Parking Operator shall not interfere with the Airport operations in any way. Furthermore, the Parking Operator is responsible for all costs and expenses of, and for securing any required third-party consents or permits necessary for them to conduct any otherwise-approved activities, including all costs of compliance with any training, safety, protective equipment or other requirements for access imposed by City as conditions for approval.

2.4.4. Hiring of Existing Employees.

- a. During the Transition Period, Parking Operator shall use best efforts to interview and offer continued employment to existing Airport personnel engaged in work to be undertaken by Parking Operator as part of the Scope of Services as such personnel may be identified by City, with all such employment offers to be made no later than the deadline established in the Transition Plan subject to complying with legally required and customary testing, background check, performance, and record reviews, and in all cases subject to the rights of individual employees to refuse participation in such interviews or to reject offers of employment.
- b. Notwithstanding such obligation, Parking Operator shall not be obligated to retain any such existing personnel (on an individual basis) if it demonstrates to the reasonable satisfaction of City that: (i) an individual employee does not pass background and/or drug testing, (ii) an individual employee does not have the experience to provide the services that Parking Operator requires, (iii) Parking Operator does not need as many employees as its predecessor required (either in total or in a particular job function and there is no opportunity for the affected employee(s) to be repurposed).

- c. Offers to current Airport employees shall ensure no pay erosion. Furthermore, Employees that qualify for continued employment shall retain their seniority at time of termination by the City of San Antonio, for the purpose of considering eligibility for Health Insurance and calculating Leave Benefits.
- d. Parking Operator shall provide City with access to the terms of employment offered in accordance with the above in order to enable City to verify compliance by Parking Operator with the foregoing obligations.
- e. Parking Operator shall ensure that all Subcontracts to which it is a party, also conform to the above requirements with respect to any City Airport employees hired by Subcontractors.
- f. In the event that the Parking Operator reasonably believes that it will be unable to fill all essential employee positions by the Start Date despite its compliance with this Agreement, then during the Transition Period the Parking Operator may request that the City use reasonable efforts to make available for secondment existing Airport personnel engaged in the work to be undertaken by Parking Operator as part of the Scope of Services, which personnel are not otherwise being directly hired by Contractor, for a period of sixty (60) days following the Start Date. Such secondment shall be subject to the Parking Operator reimbursing the City for the full salary, pension, and benefit costs of such personnel as a Reimbursable Expense.

2.4.5. Completion of Transition and Conditions to Occurrence of the Start Date.

- a. The Parking Operator must satisfy the conditions precedent listed below no later than sixty (60) days following the Effective Date (and a Parking Operator failure to satisfy such conditions precedent by such deadline shall constitute a default):
 - i. the Parties shall have conducted a visual inspection of the Facilities and Equipment;
 - ii. the Parking Operator has completed all activities which must be completed, and submitted and/or received approval of all submittals, as required by such deadline in accordance with the Transition Plan and this Agreement;
 - iii. the Parking Operator has completed mobilization and training of all staff as anticipated by the Transition Plan;
 - iv. the Parking Operator has demonstrated through compliance with the Transition Plan preparedness to proceed with an orderly transition of operation, management, maintenance of and the right to charge and collect Gross Receipts as of the Start Date;
 - v. all Subcontracts required for performance of the Services on and from the Start Date have been executed and are in full force and effect;
 - vi. Parking Operator has obtained all Permits, and/or any other third-party consents applicable to commencement of the Services, and any conditions thereto that are required to be satisfied in advance of such commencement shall have been satisfied, and the Parking Operator shall otherwise comply with its obligations in

relation to such Permits and consents pursuant to this Agreement;

- vii. the Parking Operator has delivered to the City, within ten (10) days of notice of request by City, all bonds and provided evidence of insurance as required under this Agreement, which bonds and insurance shall continue to be maintained throughout the Term;
 - viii. no Parking Operator default shall have occurred and be continuing; and
 - ix. the Parking Operator has provided to City any other documents, things or assurances, and performed such other obligations, as required by this Agreement as a condition to commencement of the Services and the occurrence of the Start Date.
- b. Furthermore, the Parties shall use good faith efforts to mutually agree on any supplements or modifications to the Exhibits setting forth the Facilities, Equipment, Assigned Contracts, Scope of Services (including the performance standards annexed thereto), and/or Responsibilities Matrix, which once agreed shall be deemed to amend and replace the existing Exhibit or Schedule as of the Start Date without required City Council approval beyond the initial approval of this Agreement.
 - c. The Parking Operator shall notify City promptly after it considers that all of the foregoing conditions have been satisfied. City shall promptly notify Parking Operator as to the satisfaction of such conditions and specify the Start Date (including as to the date and hour).

2.4.6. Special Provisions Regarding Start Date.

On and as of the Start Date:

- a. the Parties shall conduct a joint inspection of the Facilities and Equipment;
- b. Parking Operator shall undertake such work as is required to occur on and about such date in accordance with the Transition Plan to ensure an orderly transition; and
- c. Parking Operator shall begin performance of the Services.

ARTICLE 3 FACILITIES, EQUIPMENT, AND INTELLECTUAL PROPERTY

3.1. FACILITIES

- a. Without limiting any other maintenance responsibilities under this Agreement, Parking Operator shall maintain all Facilities in at least good custodial condition, normal wear and tear excluded, provided that:
 - i. Parking Operator shall have a reasonable period of time following the Start Date to carry out changes or work in order to cause the Facilities to be in good condition to the extent such are not in good condition as of the Start Date; and
 - ii. such standards shall not require Parking Operator to undertake any maintenance

activity, obligation, or liability which is an Excluded Obligation and Liability.

- b. The Parking Operator's use of the Administrative Facilities shall be solely for office and administrative purposes and the storing of equipment and supplies used in connection or necessary for Parking Operator's services under this Agreement, provided that Parking Operator shall not be responsible for payment of any rent, utilities or taxes in connection with such Administrative Facilities.
- c. From time to time throughout the Term, City may authorize additions, removal, or modifications to the Facilities in accordance with Section 4.6, and in such event:
 - i. if such addition, removal, or modification relates to the Parking Facilities, the Budget of Reimbursable Expenses will be revised accordingly to account for any resulting change in Services;
 - ii. if such addition, removal, or modification relates to the Administrative Facilities, the Budget of Reimbursable Expenses will not be subject to revision; and
 - iii. change to compensation paid to the Parking Operator through Parking Operator's Management Fee except to the extent expressly provided for in Section 4.6.

3.2. EQUIPMENT AND VEHICLES

3.2.1. Equipment

- a. Without limiting any other maintenance responsibilities under this Agreement, Parking Operator shall maintain all Equipment in at least good condition, normal wear and tear excluded, provided that:
 - i. Parking Operator shall have a reasonable period of time following the Start Date to carry out changes or work in order to cause the Equipment to be in good condition to the extent such are not in good condition as of the Start Date; and
 - ii. such standards shall not require Parking Operator to undertake any maintenance activity, obligation, or liability which is an Excluded Obligation and Liability.
- b. All Equipment is subject to the City's inventory control system. An inventory check shall be conducted on or prior to the Start Date, and thereafter quarterly and otherwise at City's discretion, from time to time throughout the Term.
- c. The cost of any Equipment, including Vehicles, purchased, financed, or leased by Parking Operator from time to time shall be deemed a Reimbursable Expense to the extent such equipment acquisition is approved through the Budget, or otherwise approved by the City in writing.

3.2.2. Vehicles.

- a. City acknowledges that the Vehicles (including all Shuttle Buses) leased or purchased by Parking Operator after the Start Date, and not initially transferred by City to Parking Operator pursuant to Section 2.2.2.b, are and shall remain Parking Operator's personal property during the Term.

- b. Title to such after acquired Vehicles shall be retained by Parking Operator or an equipment financier, subject only to any security interest or assignment that Parking Operator may grant to such equipment financier to the extent such is permitted in accordance with Subject to 13.1. City shall not otherwise suffer or permit any lien or encumbrance to attach to the Vehicles.

3.2.3. Equipment and Vehicles Expenses Upon Termination or Expiration.

- a. Upon expiry or termination of this Agreement, or in the event that the City decreases the number of required Vehicles in accordance with this Agreement (other than due to Parking Operator breach or default), and the Vehicles or other Equipment have payments remaining under the then current amortization schedule(s) pursuant to a permitted financing, the City shall for itself, or by a designee including a successor operator, assume the obligation to pay the sum of the remaining payments or make a lump-sum payment equal to the total of all remaining payments under the then current amortization schedule(s), whereupon title and possession of the Vehicles or other Equipment shall be transferred to the City or the City's nominee, free and clear of any liens and encumbrances.
- b. Notwithstanding the foregoing, if the Vehicles are leased, and if the lessor of such Vehicles shall not approve such assumption of payments by the City or a successor operator, then the City must pay in lump sum the sum of the remaining lease payments due in accordance with Article 13.
- c. If City directs Parking Operator to sell or trade in any paid off Vehicles, to the extent permissible by applicable Law, the proceeds from any such sale or trade in shall be credited against any new vehicles' sale price for calculating state sales tax and amount to finance or lease by Parking Operator, or otherwise remitted or credited to the City as directed by City.

3.3. INTELLECTUAL PROPERTY

3.3.1. License for Parking Operator Intellectual Property

- a. Except as provided in Section 3.3.2 with respect to certain software, source code and/or source code documentation, the Parking Operator hereby grants to (or, with respect to any Third Party Intellectual Property, shall provide to or obtain for) City, subject to below, expiring ninety (90) days after the end of the Term ((x) with respect to Third Party Intellectual Property, for which purposes the Term will be deemed to extend to the then scheduled expiry date without regard to early termination and, alternatively, expiring at such later date as the City may require upon notice to Parking Operator, and (y) with respect to Aeroparker, without any such period of extension), a non-exclusive, non-transferable (with respect to Proprietary Intellectual Property) or transferrable (with respect to Third Party Intellectual Property, for which Parking Operator is able to obtain the third party's consent to transferability), irrevocable, fully paid up license to use the Proprietary Intellectual Property and any Third Party Intellectual Property for the following purposes:
 - i. for the purposes of the Services, including the procurement, design, construction, operation, and maintenance of other facilities, equipment, and systems for the Services or any expansion thereof;

- ii. in respect of the integration with any Adjacent Project or Adjacent Facility with the Facilities;
- iii. complying with any Law or agreement binding on City;
- iv. performing City's obligations or exercising City's rights under this Contract or any other agreement related to the Facilities;
- v. effecting an orderly redelivery of the Services and the Facilities and Equipment at the end of the Term in accordance with Section 12.5; and
- vi. with respect to Third Party Intellectual Property, such other purposes as the City may reasonably require as part of any approval for acquisition of such Third Party Intellectual Property as a Reimbursable Expense,

provided that Parking Operator may, to the extent it is reasonably unable to comply with the foregoing with respect to any Third Party Intellectual Property (including off the shelf or shrink-wrapped software), comply with its obligations through functionally equivalent alternative arrangements with the consent of City (such consent not to be unreasonably withheld).

- b. Solely for the purposes described in Section 3.3.1a Parking Operator shall deliver to City copies of all Proprietary Intellectual Property and any Third Party Intellectual Property used in the Work promptly following delivery of written request from City during the Term. Upon expiry of the City's rights with respect to the same, the City promptly shall return to Parking Operator all of the copies of Proprietary Intellectual Property and Third Party Intellectual Property provided by Parking Operator to the City during the Term.
- c. City shall have the right to purchase from the Parking Operator at a reasonable, mutually agreed price a non-exclusive, non-transferable, irrevocable, fully paid up and sub-licensable license to use the Proprietary Intellectual Property on any other development, facility, venue, system, or project owned and/or operated by City, including any expansion or extension of any Facility or the Services, on terms to be agreed by the Parties (each acting reasonably). If requested by City, the Parking Operator shall also use reasonable efforts to procure for City a right to purchase an equivalent license to use any Third Party Intellectual Property at a price or prices determined by the owners of such Third Party Intellectual Property.
- d. City's use of any Proprietary Intellectual Property and any Third Party Intellectual Property contrary to the rights granted under this Section 3.3 will be at its own risk and liability, and the Parking Operator and such owners of the Third Party Intellectual Property will have no liability in connection with such use.

3.3.2. Rights with Respect to Software

- a. The Parking Operator may satisfy its obligations under this Section 3.3.2 with respect to software, source code and/or source code documentation (other than off the shelf or shrink-wrapped software), by:
 - i. delivering and/or granting access to Proprietary Intellectual Property or Third-Party Intellectual Property comprised of software, source code and/or source code

documentation directly to City during the Term;

- ii. providing limited access to the application programming interfaces necessary for purposes set out in Section 3.3.1; or
 - iii. depositing with a neutral custodian any such Intellectual Property (including any modification, update, upgrade, correction, revision or replacement made to or in place of the same), provided that the Parking Operator shall not make any such election, or seek or require terms related to any resulting Intellectual Property escrow, in a manner that is calculated or intended to directly or indirectly prejudice or frustrate City's ability to exercise its rights pursuant to the license granted to it pursuant to Section 3.3.
- b. If the Parking Operator makes an election pursuant to Section 3.3.2.a.iii to deposit such Intellectual Property with a custodian, the Parking Operator shall select, with City's approval in its discretion, one or more escrow companies or other neutral custodian, and establish one or more escrows with such an agent, on terms acceptable to both Parties (each acting reasonably), for the deposit, retention, upkeep and release of the relevant Intellectual Property.
 - c. If the Parking Operator elects to deliver such Proprietary Intellectual Property or Third Party Intellectual Property comprised of software, source code and/or source code documentation to an escrow agent, the Parking Operator shall make such delivery not later than the fifteenth (15th) day after it is first incorporated into or used in the Services.
 - d. City will be the named intended third-party beneficiary of each escrow agreement and each Intellectual Property escrow with direct rights of enforcement against the Parking Operator and the relevant escrow agent. Each escrow agreement will provide that neither the Parking Operator nor the relevant escrow agent will have any right to amend or supplement it, or waive any provision thereof, without City's prior approval, in its discretion.
 - e. Intellectual Property escrows will provide rights of access, use and inspection (but not, for certainty, possession) to the Parties and their designees at any time to permit City fully to exercise its rights pursuant to the license granted to it pursuant to Section 3.3 (including, on and from the date on which the Term expires or is terminated).
 - f. The Intellectual Property escrows will expire upon expiry or sooner termination of the Term, or otherwise until such earlier date such time as the Parties mutually agree, in their respective sole discretion, that the Intellectual Property contained therein is of no further use or benefit to the Services and City.

3.3.3. City-Provided Intellectual Property

- a. City may in its reasonable discretion make certain Intellectual Property available to the Parking Operator for use at the Facilities and in performance of the Services. The Parking Operator agrees to abide by the terms and conditions of any license, grant, assignment or other arrangement by which the City makes such Intellectual Property available to the Parking Operator. If the City-owned Intellectual Property is desired by Parking Operator for the Facilities and Services, and if the City elects not to make such Intellectual Property available to Parking Operator, then Parking Operator may secure alternative intellectual

property rights from third parties, provided such cost to Parking Operator shall be a Reimbursable Expense.

- b. City pledges to Parking Operator that, without granting the Parking Operator a license, it will forebear from enforcement of (but not waive) any remedies alleging infringement of any intellectual Property that constitutes Work Product and Data or, to the extent City has the rights to make such pledge with respect to such Intellectual Property, which is otherwise made available by City pursuant to Section 3.3.3.a above, to the extent such is used or applied by the Parking Operator in connection with the Facilities or the Services.

ARTICLE 4 DUTIES OF PARKING OPERATOR

4.1. SCOPE OF SERVICES AND GENERAL PERFORMANCE OBLIGATIONS

4.1.1. Standards of Performance.

Parking Operator shall perform the Services at the Airport in accordance with this Agreement, Law, and its SOP, and otherwise consistent with Good Industry Practice. Failure to do so shall be considered an event of default under this Agreement.

4.1.2. Scope of Services.

- a. For purposes of this Agreement, the “Services” to be performed by Parking Operator are comprised of the those parking, vehicle management, ground transportation, revenue collection, and associated operations, maintenance, and management functions, in each case in service to the Airport and utilizing the Facilities and Equipment, to begin on and from the Start Date, as such services are more specifically described in this Agreement (excluding its Exhibits), the Scope of Services, taking into account as applicable the relevant elements of the Proposed Plan and RFP, and the Responsibilities Matrix, in each case as such services may be modified from time to time in accordance with this Agreement.
- b. In performing the Services the Parking Operator shall undertake and complete all additional, collateral, and incidental Services as required and reasonably necessary to complete the Services in accordance with this Agreement provided that such obligation shall not be interpreted to require delivery of a service, item, material, or product, or a standard for performance, which is not otherwise required under the terms of this Agreement and which would require a Change.
- c. Subject only to Parking Operator’s express rights under this Agreement, omissions of details of Services in this Agreement which details are otherwise necessary to carry out the intent of the Agreement, or that are customarily performed by a Parking Operator in accordance with a reasonable standard of care, shall not themselves relieve Parking Operator from the obligation to perform such omitted work or otherwise entitle Parking Operator to additional time for performance or any additional compensation.

4.1.3. Time is of the Essence.

- a. Time is of the essence in performance of every covenant and condition of this Agreement. The Parking Operator shall commence and thereafter proceed continuously and diligently

to complete each element of the Services as of and from the Start Date within the time periods set out in this Agreement or in any approved submittal to the extent such submittal may be relevant, or which may otherwise be imposed by City in accordance with the terms of this Agreement.

- b. If the Parking Operator is delayed as to a portion of the Services, it must nevertheless proceed continuously and diligently with the prosecution of the remainder of the Services.

4.2. STANDARD OPERATING AND PROCEDURES MANUAL (“SOP”)

- a. During the Transition Period, Parking Operator shall develop, and at all times during the Term shall maintain, an SOP, which provides guidance on policies, practices, and procedures addressing all aspects of the Services, including and shuttle bus management and operation at the Airport. The SOP and all revisions must be consistent with and cannot purport to amend the terms of this Agreement.
- b. The SOP shall be developed and maintained by Parking Operator based upon its best judgment in accordance with Good Industry Practice and shall reflect an understanding between Parking Operator and City on how the Facilities and Equipment shall be operated under this Agreement.
- c. Parking Operator shall provide the SOP to City in hard copy and an electronic format compatible with the latest version of Microsoft Word or as otherwise required by City.
- d. Upon City request, Parking Operator shall confer with City in its preparation of the SOP. The SOP, and any amendments thereto, shall be subject to City’s prior approval only with respect to the following elements:
 - i. division of responsibilities between the City and Parking Operator for any elements of the Responsibilities Matrix which are shown to be shared scope;
 - ii. advertising and marketing;
 - iii. transportation network companies (TNCs);
 - iv. dispatch system
 - v. hold lot;
 - vi. waiting time;
 - vii. rate changes;
 - viii. additions to the Services;
 - ix. irregular operations;
 - x. temporary and overflow parking lots;
 - xi. collection and handling of any element of the Gross Receipts;

- xii. safety and security;
 - xiii. hazardous materials management;
 - xiv. any additional areas reasonably agreed by the Parties during the Transition Process; and
- e. Parking Operator may not seek or claim any increase in Reimbursable Expenses though a Budget adjustment where such increase results from a change in the SOPs unless such change is necessary to comply with a change or modification to the Services made in accordance with Section 4.6.

4.3. EMPLOYEES AND STAFFING

4.3.1. General Staffing Requirements.

Parking Operator shall recruit, hire, maintain, promote, discharge, supervise, and employ qualified, licensed, experienced and competent personnel sufficient to perform in the performance of the Services, including, as necessary, but not limited to, qualified and trained supervisors, attendants, cashiers, traffic monitors, shuttle drivers, parking security personnel, cleaners, accounting staff, and other personnel to assure a high standard of service to fulfill its obligations under this Agreement. Parking Operator shall require and enforce these same staffing standards of all Subcontractors retained pursuant to Section 4.4.

4.3.2. Staffing Levels.

- a. Parking Operator shall operate the parking Facilities in accordance with the staffing levels, schedules, and Budget approved by City.
- b. Staffing levels shall take into account Parking Operator's responsibility to monitor late flight conditions and to provide additional coverage beyond the normal schedule to maintain the stated service levels at all times, including periods of abnormal activity patterns.
- c. Staffing levels and schedules shall be further described in the SOP.

4.3.3. Hiring, Retention, and Dismissal.

- a. Parking Operator shall use commercially reasonable efforts:
 - i. to attract, employ, and retain high-quality personnel, fluent in spoken and written English, who are qualified, competent, and trustworthy;
 - ii. to ensure customers have access to a bilingual Spanish/English speaker during hours of operation; and
 - iii. to minimize employee turnover.
- b. At a minimum, Parking Operator shall, prior to hiring an applicant, determine the compatibility of the applicant working in a customer service environment, test each applicant for the presence of illegal drugs and the presence of legal drugs in excess of

medically approved standards, and examine the applicant's conviction record to determine instances of prior criminal convictions which would disqualify the applicant for a position of public trust. Employee background checks shall comply with all local, state, and Federal employment requirements.

- c. Without limiting its right to remove personnel for any other otherwise legally and contractually permitted reason, should the Parking Operator deem any personnel incompetent or negligent or for any cause unfit for such personnel's duties, the Parking Operator shall dismiss that person, and that individual shall not again be employed under this Agreement, provided that the permanent dismissal and replacement of any workers employed by an ACDBE Subcontractor or organization also requires the prior review of the City agency or entity responsible for approving and administering ACDBE compliance at the Airport.
- d. Furthermore, Parking Operator shall not employ or retain in its service, or permit to remain on the Facilities, any person reasonably and for good cause found by City to be objectionable or unfit for employment, including where such person does not meet the minimum requirements of this Agreement, poses a potential risk to the health, safety, or security of any person (including customers), the environment, the community or property, or is acting or threatening to act in a violent, harassing, discriminatory or illegal manner. The Parking Operator shall promptly remove, or ensure the removal, of such Person at City's direction and shall not re-employ them in the Services without the prior approval of City, in its sole discretion. Parking Operator shall ensure that this provision is inserted into each Subcontract.

4.3.4. Pay and Overtime.

- a. City shall agree on pay rates for each position as part of the annual Budget and may adjust such pay rates during the course of the year, if necessary, through a permitted amendment to the Budget. Annual merit raises shall be provided to employees with cost included in the submitted annual Budget. Other identified incentive plans and bonuses shall be included in the annual Budget.
- b. At a minimum, Parking Operator and its subcontractors shall pay wages and offer benefits in line with the requirements of Law. If the City of San Antonio should increase the applicable living wages or if any other applicable Governmental Authority with jurisdiction should increase the applicable minimum wages that Parking Operator must pay its employees (or Subcontractor employees) hereunder, then the Budget shall be modified by the parties to account for such increased personnel costs.
- c. Overtime premiums shall be reported as a percentage of the total payroll hours for all non-exempt employees and shall not be reimbursed if the percentage exceeds five percent (5%) of the monthly reconciliation without prior written approval from City. Parking Operator shall provide supporting documentation for any amount of overtime.
- d. At the expiration or termination of this Agreement, the City shall reimburse Parking Operator for the accrued but unpaid balance due employees for earned leave benefits (vacation days or other customary leave benefits reasonably offered by Parking Operator in accordance with its corporate benefits program) or, if permitted by applicable Law , then the City may elect to have Parking Operator transfer the accrued balances to any successor parking operator.

4.3.5. Key Personnel.

- a. Parking Operator acknowledges that the identity and commitment of the General Manager and each other Key Personnel approved by City was a consideration for award of this Agreement and is a material requirement of Parking Operator to perform the Services. Parking Operator shall employ as the General Manager and as each other Key Personnel those individuals approved by City prior to the Effective Date unless such individual is unavailable for good cause shown.
- b. “Good cause shown” shall not include performing services on at other operations for the Parking Operator or any of its affiliates, except for special projects limited in duration, approved in advance, and in writing by City, but shall include termination for cause, employee death, disability, retirement, or resignation.
- c. In the event of any such permissible unavailability, Parking Operator shall replace the General Manager and any other Key Personnel with someone of equivalent skill, experience, and reputation subject to City’s review and approval.

4.3.6. General Manager.

- a. The Parking Operator’s General Manager shall be in complete charge of Parking Operator's operations at the Airport and the conduct of Services, and shall be a qualified and experienced manager vested with full power and authority over Parking Operator's operations under this Agreement.
- b. The General Manager shall be ordinarily available and on-site during regular business hours and, always during their absence, another City approved manager shall be in charge on-site and ordinarily available. Parking Operator shall notify City of requested vacation days/times on behalf of the General Manager, which does not include sick leave or Family Medical Leave Act (“FMLA”), for City’s awareness.

4.3.7. Employee Uniforms.

- a. Front-line employees who come into contact with customers (e.g., cashiers, supervisors, drivers, customer service agents, etc.) must be uniformed and must always wear their company issued badge while on Airport property.
- b. City shall specify whether Parking Operator shall: (a) provide a monthly rental program for uniforms to ensure consistent cleaning and quality; or (b) purchase uniforms. If City requires Parking Operator to purchase uniforms, then Parking Operator's employees are responsible for maintaining the uniforms unless City authorizes the expense of a cleaning service. The cost of uniforms and authorized cleaning, as applicable, is a Reimbursable Expense.
- c. Uniform standards shall be specifically described in the SOP.

4.3.8. Personnel Records.

- a. Parking Operator shall maintain current, accurate, and detailed records on personnel. These records shall include, but not be limited to, name and address, date of hire, salary and benefits paid, training received and performance reviews. Parking Operator shall

provide an employee hire and separation report summary of employment activity, or an equivalent summary in a format approved by City, on a monthly basis.

- b. For certainty, the foregoing personnel records, and all other employee and Subcontractor personnel information released to the City will be subject to Section 10.2.4 and treated by the City in compliance with, and not otherwise released except in accordance with, applicable Law and Section 10.2.4.

4.3.9. Labor Relations.

Parking Operator shall maintain harmonious relations with organized labor and, consistent with all Federal, State, and local labor laws, facilitate access to employees in the face of any union organizing drive and establish policies and procedures to enable employees to address any complaint they may have with management regarding wages, hours or other terms and conditions of employment. Parking Operator shall provide City with a copy of any collective bargaining agreements and any amendments to such agreements pertaining to Parking Operator's operations in the City of San Antonio and to the Services.

4.4. SUBCONTRACTING

4.4.1. Subcontracting Generally.

- a. Parking Operator may, consistent with the SOP and the requirement for prior City approval under Section 4.4.2 below, enter into Subcontracts with Subcontractors for any element of the Services, provided that:
 - i. the Parking Operator shall at all times be responsible for the selection, supervision, payment, and performance of all Subcontractors (of every tier), and for the acts and faults of the same, as if such were its own; and
 - ii. no such contract or agreement shall relieve the Parking Operator of its responsibility and liability for the performance of all of its obligations under this Agreement.
- b. Parking Operator agrees to initiate and take all corrective action should a Subcontractor fail to comply with its Subcontract with Parking Operator or any provision of this Agreement applicable to such Subcontractor.
- c. The failure of a Subcontractor to comply with such provisions of this Agreement shall constitute a breach and default by Parking Operator under this Agreement entitling City to exercise its remedies as if such failure was by the Parking Operator itself.

4.4.2. Subcontracting Requirements.

- a. Any Subcontract or shall be void unless approved by the City, except with respect to any subcontract with the following Subcontractor's (provided that such subcontracts conform to the requirements of this Agreement, and provided a copy of each such subcontract has been or will be shared with the City prior to commencement of Subcontractor operation): Baggage Airline Guest Services, Inc. ("BAGS"); Aeroparker, LLC ("AeroParker"); the following ACDBE Subcontractors, which were approved by the City in the RFP process: (A) Jacobsen/Daniels for valet, cashier, and back office support; (B) Access Data Supply,

Inc. for janitorial services; and (C) Champion Security for roving security guards and related services; and Penske for shuttle maintenance services.

- b. The City's approval of a Subcontract or Subcontractor shall not be deemed to constitute approval of any expense to be incurred thereunder (unless such approval is expressly made), which approval will otherwise be separately made with respect to Reimbursable Expenses as part of the Budget process.
- c. Each Subcontract must, at a minimum:
 - i. require strict compliance with the applicable provisions of this Agreement;
 - ii. flow down and incorporate all reasonable and applicable provisions notified by the City in writing to be required for incorporation; and
 - iii. except with respect to AeroParker, LLC, include a provision conforming to Section 12.5 providing for the assignment of the Subcontract agreement to the City, at City's option, in the event of Parking Operator's default hereunder and the termination of this Agreement prior to its expiration date, without consent of the Subcontractor upon request of the City, and upon any such assignment, Parking Operator shall be deemed released from any further obligation under the assigned Subcontract arising after the effective date of assignment,
- d. Parking Operator will not be deemed in non-compliance with this Section 4.4.2 due to any deviation of the Assigned Contracts from such requirements.

4.4.3. ACDBEs.

In accordance with Section 10.6 herein, Parking Operator agrees to subcontract with ACDBEs.

4.4.4. Affiliate Contracting.

Parking Operator may only, directly or indirectly, enter into Subcontracts with affiliates if the following conditions are satisfied:

- a. the affiliate is qualified, experienced, and capable in the performance of the relevant scope of work;
- b. the Parking Operator shall execute, or has executed, a written Subcontract with the Affiliate, the terms of which shall be subject to the City's prior approval, and which is otherwise on terms consistent with the Agreement and otherwise consistent with arm's length, competitive transactions of similar scope; and
- c. the Parking Operator shall make no payments to Affiliates for work or services in advance of provision of such work or services under the terms of a Subcontract that complies with the foregoing requirements, except for reasonable mobilization payments or other payments consistent with arm's length, competitive transactions of similar scope.

4.4.5. Competitive Solicitations.

- a. City shall be entitled to require the Parking Operator to competitively bid or seek proposals, at the Parking Operator's cost and expense, for Subcontracts for any element or component the Services (other than Services, which are not comprised of Capital Project Services, to be performed by Parking Operator Affiliates):
 - i. for any Capital Project Services;
 - ii. for any Material Scope Change;
 - iii. for any other Services added in accordance with Section 4.6 with a contract value in excess of \$50,000;
 - iv. for software and systems procurement; and
 - v. as necessary to comply with Law, Permits, any contractual commitment, or any funding requirement.

Notwithstanding the foregoing, the bid process shall not be required if compliance with same violates the applicable ACDBE program at the Airport or unduly hinders Parking Operator's ability to meet ACDBE goals.

- b. In such cases, Parking Operator shall submit its bid inquiry package for the work to be competitively procured to City for review and approval, and City shall also provide written approval of any resulting award.
- c. Alternatively, City shall be entitled, upon notice to the Parking Operator, to elect to competitively procure elements of the Services on behalf of the Parking Operator:
 - i. which removes such element from the Scope of Services; or
 - ii. otherwise following the Parking Operator's reasonable request and on its behalf with respect to such categories of Services as can only be directly procured by City, including as necessary to comply with Law, Permits, any contractual commitment, or any funding requirement.

4.5. ACKNOWLEDGEMENT OF ADJACENT ACTIVITIES AND DUTY TO COOPERATE

- a. The Parking Operator acknowledges and agrees that the Services shall be performed in the context of City's conduct and administration of the Airport and of other construction projects, services, operations, and contracts, the Adjacent Facilities and the Adjacent Projects, taking into account the activities typically or periodically undertaken on, in, or about such conditions and circumstances, and that such may result in disruption in portions of the Facilities and to the Services.
- b. Parking Operator acknowledges and agrees that, notwithstanding any right to claim associated Force Majeure, it shall not be entitled to any additional compensation due to such disruption and its cooperative efforts in managing and minimizing such disruption.
- c. The Parking Operator shall cooperate and coordinate with City, other Governmental Authorities, utility owners, third parties undertaking any Adjacent Project or with responsibility for any Adjacent Project or Adjacent Facility, any contractor (or

subcontractor of any tier), in each case including any other Person employed by the same, and any other relevant third party, including as requested by City, with regard to the design, construction, operation and/or maintenance of Adjacent Facilities and Adjacent Projects, including by sequencing its work and managing its Subcontractors, workforce, materials, equipment, means, and methods, so as to mitigate interference both by the Services and the Facilities, and on the Services and on the Facilities, by activities undertaken by City, such other Governmental Authorities, utility owners, third parties, contractors, subcontractors, other Persons or third parties

- d. To facilitate such cooperation, in the event of a conflict between Parking Operator and any other contractor, lessee, licensee, or operator at the Airport as to the rights of the respective customers, contractors, lessees, licensees, or operators, or otherwise with respect to any Adjacent Project or Adjacent Facility, City shall review the applicable agreements and by reasonable interpretation thereof determine the respective rights of each and Parking Operator agrees to be bound by such decision.
- e. Notwithstanding the foregoing, Parking Operator may submit a written request to City to be named as an additional insured under all liability insurance policies covering construction activity affecting the Facilities, whether procured by the City or its contractor(s), and upon such request, City, acting reasonably, shall secure such additional insured status for Parking Operator.

4.6. MODIFICATIONS TO FACILITIES AND SERVICES

4.6.1. General Standards.

- a. City may, at any time by written notice, make a change to the Services, the Facilities or the Equipment, including a change to the Scope of Services, Standards, or Responsibilities Matrix (in each case a “Change”), as City deems necessary to best serve the needs of the Airport and the public, in accordance with this Section 4.6. The Parties may also mutually agree to Changes in accordance with this Section 4.6.
- b. Except as set out below, in the event of any Change, Parking Operator may seek an adjustment to the Budget to reflect any associated change in Reimbursable Expenses in accordance with Section 5.6.

4.6.2. City Directive Orders.

- a. City may, at any time and for any reason, deliver to Parking Operator a notice (a “Directive Order”) directing Parking Operator to implement and perform a Change to the Services, Facilities, or other work as set out herein, including in the case where there is a dispute as to whether the work or Services that City requires or directs Parking Operator to perform are otherwise already required under the terms of this Agreement and therefore do and would not constitute a Change, but excluding any Material Scope Change.
- b. City delivery of a Directive Order will entitle Parking Operator to recovery of any additional resulting Reimbursable Expenses through the Budget Expenses in accordance with Section 5.6 except to the extent such Directive Order requires or directs Parking Operator to perform Services that are otherwise already required under the terms of this Agreement.

- c. Promptly upon receipt of any Directive Order, Parking Operator shall notify City of the required Budget adjustment, if any, in accordance with Section 5.6 to account for any change in Reimbursable Expenses, and of such other information as City may request or Parking Operator may deem appropriate in connection with such Change, and otherwise implement and perform the work and services in question as directed by City, provided that Parking Operator may by notice to City refuse to perform any part of such work on the basis that it would, if implemented require the Services to be performed in a way that violates Law or would rise to a material risk to the health or safety of any person.

4.6.3. Negotiated Change Process.

- a. Either Party may propose a Change by submitting a written proposal to the other Party. If City and Parking Operator agree on the terms of any proposed change, they shall memorialize their agreement in a written agreement (a “Change Order”), in a form to be prepared by City (and reasonably acceptable to the Parking Operator) setting out the details of such agreement including with respect to any adjustment to the Budget to reflect any associated change Reimbursable Expenses in accordance with Section 5.6.
- b. The City may require a change to the Revenue Share with respect to any Material Scope Change, and the Parking Operator may propose a change to the Management Fee and MAG, proportionate to the impact, of any such Material Scope Change.
- c. Any Parking Operator Change proposal shall include:
 - i. a justification detailing all causes of the proposed Change;
 - ii. a proposed adjustment to the Budget to reflect any associated change in Reimbursable Expenses in accordance with Section 5.6 and, with respect to any Change that increases Parking Operator’s otherwise non-reimbursed costs; and
 - iii. with respect to a Material Scope Change, any proposed reasonable and proportional adjustment to the Management Fee and MAG; and
 - iv. such other supporting documentation as may be required by City in its discretion.
- d. Except with respect to any Directive Order, no proposed Change shall be effective or implemented without the Parties’ written acceptance and execution of a Change Order.
- e. Specifically with respect to the Parking Facilities’ Yellow Lot, if the City goes forward with its plan to convert the Yellow Lot from an overflow lot to an employee lot with shuttle service, then such conversion shall not be deemed a Material Scope Change, provided the additional costs associated with the Yellow Lot conversion and Yellow Lot shuttle service shall be recoverable as Reimbursable Expenses in accordance with Section 5.6, and such Reimbursable Expenses shall not be included in the calculation of the Revenue Share or MAG True-up Amount.

4.7. CAPITAL IMPROVEMENTS

- a. City may, in its discretion, require that the Parking Operator perform certain Capital Project Services through either a Change Order but not a Directive Order. Upon receipt of any such request as part of the Change process, Parking Operator promptly shall meet

with the City to establish the parameters of the Capital Project Services, the financial arrangements for payment to Parking Operator for such services, including any Budget adjustments, and any equitable adjustments to the Management Fee and MAG needed due to increased expenses as a result of such services to the extent such constitutes a Material Scope Change. All such parameters and arrangements shall be documented in the Change Order.

4.8. FORCE MAJEURE

- a. Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Parking Operator. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure alone shall not entitle Parking Operator to any extra payments, whether additional Reimbursable Expenses or otherwise.
- b. This relief is not applicable unless the affected Party does the following:
 - i. uses due diligence and reasonable efforts to mitigate and remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
 - ii. provides the other Party with prompt written notice of the cause and its anticipated effect.
- c. City shall review claims that a Force Majeure that directly impacts the City or Parking Operator has occurred and render a written decision promptly and within any event within fourteen (14) days.
- d. The City, at its expense, may perform contract itself or contract such functions out to third parties during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.
- e. If the Force Majeure continues for more than seven (7) days from the date performance is affected, the Director may terminate this Agreement by giving seven (7) days' written notice to Parking Operator. Termination under this Section is not a default or breach of this Agreement and will for compensation purposes be treated as equivalent to a termination for convenience.

ARTICLE 5 ECONOMIC MATTERS

5.1. DEDICATED ACCOUNT AND GROSS RECEIPTS

5.1.1. Rights to Gross Receipts; Dedicated Account.

- a. Parking Operator shall exclusively deposit and hold Gross Receipts, the Management Fee and any Revenue Share and any other amounts received by it under or in connection with this Agreement, in the Dedicated Account. The Parking Operator shall not deposit or maintain any other funds in the Dedicated Account. The Parking Operator, at its

discretion, may transfer from the Dedicated Account funds which it has received from the City for the payment of Reimbursable Expenses, the Management Fee and Revenue Share.

- b. Notwithstanding the Parking Operator's right to payment by the City of any Revenue Share or any Parking Operator right or responsibility under this Agreement to collect and manage any Gross Receipt or other revenue, fee, fine, charge, or payment for or associated with the Services, the Facilities, and the Equipment, all such Gross Receipts shall at all times be the property of the City, when held by the Parking Operator held in trust in the Dedicated Account in Parking Operator's custodial capacity. Such monies may not be pledged by Parking Operator and remains the property of the City, and the Parking Operator shall not otherwise pledge or permit for a lien to be placed upon the Dedicated Account.

5.1.2. Collection and Deposit of Gross Receipts.

- a. Parking Operator shall completely and accurately account for all Gross Receipts. Parking Operator shall collect, count, record, and hold all Gross Receipts received by it in trust in the Dedicated Account for the City, until remitted via ACH the next Business Day to the City's Bank of Record account or, if deposit is not possible due to a bank not receiving deposits on a non-Business Day, on the next Business Day, following collection.
- b. Notwithstanding Parking Operator's holding of Gross Receipts in the Dedicated Account or otherwise, such funds will at all times be the property of the City and not the Parking Operator held in trust pending remittance to the City.
- c. There shall not be any deduction, credit, or any reduction in the amount of Gross Receipts, which results from any arrangement for complimentary or non-revenue parking (except complimentary or non-revenue transactions approved by City), rebate, kickback, or hidden credit given or allowed to any customer.

5.1.3. Methods of Payment.

- a. Parking Operator shall process credit card transactions in the performance of the Services and act as the merchant of record.
- b. Parking Operator shall accept nationally recognized credit and/or debit cards, whether through a traditional card or via GooglePay and ApplePay payment methods (which the Parking Operator shall enable through any necessary modifications as soon as reasonably practical), provided the existing PARCS equipment can handle such payment methods, as directed by City.
- c. Any new PARCS provided by Parking Operator shall accept all such payment methods, including GooglePay and ApplePay. Acceptance of checks shall be limited to authorized companies or vendors for employee parking.

5.1.4. Overage and Shortages.

- a. An overage is any Gross Receipts collected over the amount reported on the end-of-shift ticket and PARCS reports.

- b. Parking Operator will hold all overages received by Parking Operator in trust for the City, until remitted via ACH the next Business Day to the City's Bank of Record account along with the reason for the overage.
- c. All shortages (a missing deposit, a cash shortage in a drawer, etc.) are to be repaid to the City by Parking Operator as a credit in the next monthly invoice.
- d. There shall be no "netting" of overage and underage in the preparation of reports and deposits.

5.1.5. Unaccounted-for-Tickets/Missing Tickets.

- a. Parking Operator is responsible for all parking tickets issued, including both used and unused tickets.
- b. Parking Operator shall provide the City with a monthly report of unaccounted for and missing tickets issued in the preceding month. If unaccounted-for-tickets and missing tickets exceed 1% of all issued tickets in any month, then Parking Operator shall be required to further investigate and provide an explanation for the variance and the actions taken to minimize such variances.

5.1.6. Revenue Reports.

Parking Operator shall submit daily and monthly reports, certified by the Parking Operator's General Manager or their designee, to reconcile Gross Receipts and bank deposits as follows:

- a. Daily. A detailed reconciliation of daily revenue collections for each lot, structure, or area, number and value of validations, all deposits made into the parking revenue account(s), and the Gross Receipts reported by Parking Operator, in total, by parking area and payment method (including credit card type).
- b. Monthly. A detailed reconciliation of monthly Gross Receipts captured by the PARCS, Gross Receipts reported by Parking Operator, number and value validations, deposits, in total, by lot and by payment method (including credit card type). Also, a detailed reconciliation of credit card receipts by the PARCS and credit card deposits, in total by lot and credit card type.
- c. City may request additional reports or changes to existing reports.

5.2. LIMITED RIGHT TO COMPENSATION

Sole Right to Compensation. The Parking Operator's compensation for the Services shall be comprised solely of the following:

- a. Reimbursable Expenses, in accordance with Section 5.5;
- b. the Management Fee, calculated in accordance with Section 1 of Schedule 3;
- c. the Revenue Share, calculated in accordance with Section 2 of Schedule 3.

5.3. MANAGEMENT FEE

- a. City shall pay Contractor a one twelfth (1/12th) share of the Management Fee for each month during each Contract Year (including as the Term may be extended in accordance with the terms of this Agreement) in accordance with the invoicing and payment process set out in Section 5.7, beginning with the month in which the Start Date occurs, provided that the Management Fee payment shall be prorated with respect to any partial month based upon the number of days in the month.
- b. The Management Fee shall be inclusive of all Parking Operator overhead and profit, including compensation for all costs associated with general conditions, all home office costs and off-site coordination and supervision (home office, project managers, project engineers, superintendents, and all other off-site salaried employees that have been assigned to the Project), and other indirect costs, including costs of capital and any financing costs (except with respect to expressly permitted Vehicle and Equipment financings), as well as any other costs and expenses associated with performance of the Services which are not permitted to be included as Reimbursable Expenses.

5.4. REVENUE SHARE AND MAG

5.4.1. Minimum Annual Guarantee

The Parking Operator will pay the MAG True-up Amount, if any, to the City within forty-five (45) days following the delivery of the Parking Operator's annual reconciliation report in accordance with Section 6.2.5.

5.4.2. Revenue Share.

The City will pay the Revenue Share, if any, to the Parking Operator within forty-five (45) days following the delivery of the Parking Operator's annual reconciliation report in accordance with Section 6.2.5.

5.4.3. No Right to Revenues.

The Parking Operator shall have no right to impose, collect, retain, or encumber any form of revenue, fee, fine, charge, or payment, or other form of compensation, for or associated with the Services, the Facilities, and/or the Equipment unless such is expressly permitted under this Agreement or a subsequent approval by the City in its discretion.

5.5. REIMBURSABLE EXPENSES

5.5.1. Definition of Reimbursable Expenses.

"Reimbursable Expenses" are any reasonable, documented, out-of-pocket fee, cost or expense incurred by Parking Operator in performing the Services, including under a Subcontract approved in accordance with Section 4.4, provided that such fee, cost, or expense:

- a. was included as a line-items within an approved Budget in accordance with Section 5.6 or which are otherwise expressly approved in writing by City; and
- b. otherwise complies with the qualifications and exclusions set out in Section 5.5.2 below.

5.5.2. Qualifications and Exclusions.

- a. Reimbursable Expenses:
 - i. shall only include Mark-up by a Subcontract or a management fee from a Subcontractor, but not both, subject to prior City review and approval;
 - ii. shall not include any Mark-up by Parking Operator or other fee which would effect an increase in the Management Fee unless approved by City in its discretion;
 - iii. overtime hours may not exceed five percent (5%) of total hours in any given calendar month as evidenced by a payroll register unless approved by City in its discretion; and
 - iv. comprised of retirement program, e.g. 401(k), the extent reimbursed at actual cost of company matching contributions not to exceed one and three quarters percent (1.75%) of the total employee salaries and wages (excluding benefits).
- b. Reimbursable Expenses shall exclude any costs or expenses that arises directly or indirectly as a result of any:
 - i. breach, default, act or omission, fraud, willful misconduct, criminal conduct, recklessness, bad faith, or negligence by Parking Operator including any Subcontractor;
 - ii. charge for overhead and profit equivalent to that described in the definition of Mark-up, include any separate charges for pre-existing or head office overhead or general superintendence, in each case other than that which is expressly in accordance with Section 5.5.2.a above;
 - iii. loss of profits or anticipated profits, or inefficiency or loss of productivity, including any amount that is subject to the waiver of consequential damages under Section 7.7;
 - iv. any breakage fee or cost, premium, penalty or other cost or fee resulting from early termination of this Agreement, or acceleration costs, in each case not specifically agreed to in advance, in writing, by the City;
 - v. third-party entertainment costs, lobbying and political activity costs, costs of alcoholic beverages, costs for international travel, costs for first class travel in excess of prevailing economy travel costs, and costs of club memberships; and
 - vi. any expenditure which is prohibited to be made or reimbursed by City under Law.

5.6. OPERATING EXPENSE BUDGET

5.6.1. Operating Expense Budget Preparation.

- a. In consultation with City, Parking Operator shall prepare and submit for City review and approval an annual operating expense budget (hereinafter referred to as the “Budget”), that sets forth the anticipated Reimbursable Expenses detailed by line item and by month for the upcoming Contract Year.

- b. The initial Budget will be prepared and approved during the Transition Period in accordance with Section 2.4.1. For subsequent Contract Years, Parking Operator shall develop and submit its Budget to City by the preceding April 30 or such date as directed by the City. Parking Operator shall ensure that all expenses are submitted for payment in accordance with the approved Budget and fall within the expenditure's fiscal budget cycle.
- c. The Budget shall be comprised of two (2) types of expenses:
 - i. Reimbursable Expenses. Reimbursable Expenses are comprised of recurring and non-recurring operating expenses that are reimbursable at cost without markup.
 - A. "Recurring Reimbursable Expenses" are normal, recurring reimbursable expenses that include, but are not limited to: salaries, wages, payroll related costs and benefits, fuel, contractual services, etc.
 - B. "Non-recurring Reimbursable Expenses" are non-recurring reimbursable expenses that include but are not limited to: facility renovation and improvement projects identified by SAAS, such as signage enhancements or minor facility renovations, and periodic expenses that occur on a one-time or irregular basis, such as striping and painting.
 - ii. Management Fee. Established as a contractual amount to compensate Parking Operator for its services.

5.6.2. Reimbursement Limited by Budget.

- a. Parking Operator shall not be reimbursed for any cost or expense which is not a Reimbursable Expense and is otherwise not reflected in an approved line item, or which would result in total paid expenditures exceeding the total annual approved Budget, as it may be revised, unless City otherwise approves such reimbursement in writing.
- b. Any cost or expenses which is not subject to reimbursement from the Budget on such basis shall be the responsibility of the Parking Operator, provided that Parking Operator shall be entitled to reimbursement of the following expenses:
 - i. incurred during the Transition Period pending approval of the initial Budget (up to cap set forth in Section 2.4.1.f); and
 - ii. incurred pending approval of a Budget adjustment following later City approval of the Budget or Budget amendment, as applicable.

5.6.3. Adjustments to the Approved Budget.

- a. The Parties shall review the Budget quarterly and, at the request of either Party, may review it more frequently. The Parking Operator shall prepare a Quarterly Budget Review which includes a schedule of year-to-date actual expenses versus the approved Operating Budget and a revised Budget (including anticipated expenses for the remainder of the Contract Year), according to the following dates or the next business day:

Action

Completion Date

- | | | |
|-----|-------------------------|--------------|
| (1) | First quarterly review | January 15th |
| (2) | Second quarterly review | April 1 |
| (3) | Third quarterly review | July 1 |
| (4) | Fourth quarterly review | October 1 |

- b. In the event that the scope of Services are modified in accordance with Section 4.6 or Parking Operator otherwise incurs an increase or decrease in costs and expenses which it is expressly entitled to claim as Reimbursable Expenses, Parking Operator shall prepare for City approval, not to be unreasonably withheld, an amendment to the previously approved Budget to reflect such modification (including decrease) or increase.

5.6.4. Transparency.

- a. For the Budget and any amendments, Parking Operator shall develop pricing and cost estimates using a transparent “open book” process. City and Parking Operator shall meet as needed to review pricing and cost estimates, including detailed line-item components and supporting data and information. Supporting data and information shall include:
- i. for any otherwise permitted financing, the amortization schedule, which amortization may include interest (i.e., financing charges but not mark-up) on commercially reasonable terms, for any permitted purchase or lease, which schedule shall form the basis for Reimbursable Expense claims and incorporation in the Budget; and
 - ii. to the extent available, copies of bids, quotes, contracts, purchase orders, and equivalent documentation of current or anticipated Reimbursable Expenses.
- b. In response to any Budget or Budget amendment proposed by Parking Operator, City shall be entitled to seek, at its cost and expense, an independent cost estimate to verify Reimbursable Expenses pricing and cost estimates.

5.7. INVOICING AND PAYMENT

5.7.1. Invoicing and Payment.

- a. Parking Operator shall submit an invoice on the first day of each month during the Term following the Effective Date for payment of:
- i. any Reimbursable Expenses incurred for implementing the approved Transition Plan pursuant to Section 2.4.1.f;
 - ii. a one twelfth (1/12th) share of the budgeted Reimbursable Expenses for the current Contract Year, with any adjustment based on Section 5.7.1.c below;
 - iii. the applicable share of the Management Fee for the current month occurred; and
 - iv. such other amounts for which a separate or adjusted form of payment has been provided in accordance with this Agreement, including any Change.
- b. Subject to City review and verification of the invoiced amounts and to City’s rights of offset, the City shall make payment on each such Budget-based invoice within thirty (30) days of the date of Parking Operator’s invoice by ACH to the Dedicated Account.

- c. Within fifteen (15) days after the end of each month, Parking Operator shall submit to the City a statement setting forth the actual Reimbursable Expenses of the preceding month, reconciling such actual Reimbursable Expenses against the budgeted Reimbursable Expenses already paid by the City pursuant to Section 5.7.1.b. If such statement reflects that the budgeted Reimbursable Expenses paid by the City were less than the actual Reimbursable Expenses, then the balance due Parking Operator shall be included in the next invoice submitted to the City pursuant to Section 5.7.1.a above. If such statement reflects that the budgeted Reimbursable Expenses paid by the City were greater than the actual Reimbursable Expenses, then the balance due the City shall be credited against the next invoice submitted to the City pursuant to section 5.7.1.a above.
- d. No approval of payment shall, at any time, preclude City from showing such payment or the associated invoice was incorrect, or from recovering any money paid in excess of that lawfully due hereunder.

5.7.2. Form of Invoicing.

- a. Each invoice must be signed by an officer of Parking Operator or their approved designee and otherwise in a format subject to City's approval.
- b. Each statement submitted pursuant to Section 5.7.1.c shall detail the actual expenses by line item, supported by:
 - i. original or copies of original invoices (if original invoices are not available, then copies of invoices certified as authentic by the vendor);
 - ii. in the case of payroll, payroll register indicating hours, gross wages paid, and benefits;
 - iii. a certification by the Parking Operator that the City has not previously reimbursed Parking Operator for any of the itemized costs and expenses; and
 - iv. explanations and justifications for variances versus Budget.

5.7.3. Disputed Invoices.

- a. The City shall give Parking Operator written notice of any disputed expenses and the reasons for such dispute.
- b. Parking Operator, within fifteen (15) days from receipt of such notice from the City, has the right to present a written explanation of the disputed expense to the City, to which the City shall respond in writing.
- c. Within ten (10) Business Days' of the City's issuance of a written decision rejecting Parking Operator's written explanation, the Parking Operator may appeal the City's written decision to City. Prior to a resolution of the disputed expense, the disputed expense and corresponding amount shall be excluded from the monthly reconciliation process.
- d. Following the City's decision or, in the case of an appeal, the decision by the Airport's Chief of Operations, the disputed expense shall be included in the next monthly

reconciliation and Parking Operator shall add the disputed expenses in the next monthly Invoice (if determined to be reimbursable) or Parking Operator shall subtract the disputed expense in the next monthly Invoice (if determined to be un-reimbursable) as appropriate.

5.7.4. Aged Expenses

- a. No items which otherwise would be Reimbursable Expenses shall be reimbursed if submitted more than six months from the date of purchase or receipt of services unless otherwise approved by the City.
- b. No items which otherwise would be Reimbursable Expenses shall be reimbursed if the expense has been incurred in a prior City fiscal year and the City's books have been closed for that year and such expense is over sixty (60) days from the date of purchase or receipt of services, unless otherwise approved by City.
- c. Parking Operator shall submit monthly aged payable reports to City together with each invoice.

5.8. SET-OFF AND LIABILITY FOR CITY EXPENSES

5.8.1. Set-off.

- a. City may set-off or deduct any amount due and payable by Parking Operator to City from and against any amounts owed or payable by City to the Parking Operator under this Agreement. Any such set-off or deduction will first be made against any then owing Management Fee or Revenue Share payment for which an invoice has been submitted.
- b. If the City should exercise its rights under this Section, then City shall use reasonable efforts to provide written notice to Parking Operator of the amount being set-off or deducted and the reason for the set-off or deduction.
- c. Parking Operator is not entitled to any set-off or deduction of any amount due and payable by City to Parking Operator from and against any amounts payable by Parking Operator to City under this Agreement.

5.8.2. Liability for City Expenses.

Parking Operator shall reimburse City for the incurrence of any cost or expense for which the City is otherwise expressly liable under this Agreement to the extent such amount is incurred as a result of any breach of Law, Permit, or this Agreement, or any act or omission, fraud, willful misconduct, criminal conduct, recklessness, bad faith, or negligence by or of the Parking Operator, provided that Parking Operator's obligations under this Section 5.8.2 shall not limit Parking Operator's rights under Section 12.2 with regard to written notice and a right to cure certain defaults as identified therein. The Parties acknowledge that this Section 5.8.2 is not intended as a waiver of Parking Operator's rights under Section 12.2.

5.9. LIMIT OF APPROPRIATION

- a. The City's duty to pay money to Parking Operator under this Agreement is limited in its entirety by the provisions of this Section.

- b. In order to comply with Law including Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum set forth in the City ordinance approving this Agreement to pay money due under this Agreement during the City's current fiscal year in which the Effective Date occurs (the "Original Allocation").
- c. The executive and legislative officers of the City, in their discretion, may allocate supplemental funds (each a "Supplemental Allocation" and collectively, the "Supplemental Allocations") for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:
- d. The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to Parking Operator a Service Release Order, or similar form approved by the City's Chief Financial Officer ("CFO"), containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS
<p>By the signature below, the City Chief Financial Officer certifies that, upon the request of City, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of San Antonio. This Supplemental Allocation has been charged to such appropriation.</p> <p style="text-align: center;">\$ -</p>

- e. The Original Allocation plus all Supplemental Allocations are the "Allocated Funds." The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. All payments due under this contract shall be due and payable from the City's Airport Improvement Fund. Parking Operator must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Parking Operator's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

ARTICLE 6 RECORDS

6.1. PARKING RATES

- a. Parking Operator shall permit the shuttle buses, service vehicles, City-owned and operated buses/vehicles, and certain other vehicles as approved by City to park in the parking Facilities at no charge. Because Parking Operator has committed to paying the City the MAG True-up Amount, the City agrees to act reasonably in granting any free or discounted parking which are, in aggregate with respect to total value relative to Gross Receipts, greater than current levels of discount. Parking Operator shall charge all other patrons the parking rates as set forth by the City, which may be amended by the City from time to time as follows. City shall provide Parking Operator written notice of any changes in such rates at least fourteen (14) days before their proposed effective date. Parking

Operator shall be responsible for changing all rate signs and notices of rates and for adjusting the PARCS hardware or software as necessary to properly implement the rate changes. The rates current as of the Start Date will be notified in writing by the City to the Parking Operator. With respect to online booking, if a booking is made prior to Parking Operator's receipt of a rate change notice from the City, the rates in effect as of the date of the booking shall be honored.

- b. If Parking Operator charges any patron more than the established schedule of rates, the amount by which the charge exceeds the established rate shall constitute an overcharge which shall be promptly refunded to the patron.
- c. Parking Operator may institute discounts or incentives, subject to prior notice to the City and a City right, acting reasonably, to reject any which it deems excessive or deficient as a matter of Law or policy.
- d. If Parking Operator charges any patron a price which is less than the ticket amount or fails to collect any parking fee which it is required to collect for any reason other than a malfunction by the PARCS outside of the Parking Operator's control, the amount by which the charge is less than the established rate schedule, or the amount of the fee which Parking Operator failed to collect, shall constitute an undercharge and the amount equivalent thereto shall be paid, without demand by the City, by Parking Operator to the City.
- e. A patron shall pay the full day's fee for each day parked if a ticket is lost, based upon the rate structure of the parking area where the patron's vehicle was parked. Such notice shall be posted at the entrance and exit of each parking area and shall also be printed on each parking ticket.
- f. Parking Operator's employees may park their personal vehicles at the parking Facilities or other spaces provided at the Airport premises at no charge while on duty provided the employee exits the parking Facilities at least once within twenty-four (24) hours of entrance unless otherwise approved in advance by City.

6.2. BOOKS AND RECORDS OF PARKING OPERATOR

6.2.1. Parking Operator to Maintain Certain Books and Records.

Parking Operator shall maintain such books and records as required by Law, as would normally be examined by an independent Certified Public Accountant ("CPA") pursuant to GAAP, and all data necessary to determine or document any request, change, claim, or other extension of time, additional compensation, or relief from performance of its obligations claimed by the Parking Operator under this Agreement, that allows the City to perform an audit of, among other things, the amount of Gross Receipts collected by Parking Operator. Such books or records shall contain records of all Parking Operator's Gross Receipts in connection with its operations on the Facilities, in a form consistent with good accounting practice, and shall contain itemized records of all Gross Receipts and of all other receipts derived by Parking Operator from its operations on the Facilities, and the internal accounting and auditing records, work papers, procedures and methods of collection. These books and records, including, without limitation, copies of all Subcontracts, notices, correspondence, submissions, change, purchase or work orders, or other documents and materials constituting Work Product and Data under this Agreement, ledgers,

journals, revenue control reports, and books of accounts shall reflect the Parking Operator's operations at the Airport under this Agreement.

6.2.2. Location of Books and Records.

- a. Parking Operator shall comply with City Administrative Directive 1.34 (Records Management of Local Government Records).
- b. Parking Operator shall keep the books and records it is required to maintain at its Airport office or local home office. Such books and records shall be kept separate from Parking Operator's books and records relating to operations other than pursuant to this Agreement, and shall be retained by Parking Operator for a period of not less than seven (7) years following the end of a Contract Year to which such books and records relate (notwithstanding the expiration or earlier termination of this Agreement).
- c. Notwithstanding the foregoing, the Parking Operator shall at City's direction send all tickets held for more than six (6) months to the City Clerk or a storage facility made available at or near the Airport by the City, at no charge to Parking Operator in either case.

6.2.3. Books, Records, and Information.

Books, records, and information that are to be made available to the City during an audit shall include, but are not limited to:

- a. All accounting source documents necessary to the City's performance of an audit in accordance with GAAP;
- b. The complete (cumulative) corporate general ledger that identifies Parking Operator's operation at the Airport for the period under the audit;
- c. A detailed description of Parking Operator's accounting system, including:
 - i. A flow chart tracing transactions through all accounting records used to prepare any reports the City may require with respect to the Airport; and
 - ii. A description of the accounting system used for tracking control numbers assigned to each location.
- d. A complete copy of the chart of accounts and a detailed description of the accounts shown thereon;
- e. Bank statements and canceled checks applicable to the operation of this Agreement; and
- f. Upon City's written request, Parking Operator shall also provide the name and telephone number of Parking Operator's accounting manager who has a thorough knowledge of the accounting system as it pertains to this Agreement and who shall assist the City with its audit.

6.2.4. Controls.

In addition to maintaining the books and records required by this Article, Parking Operator shall at all times use such cashier terminals, invoicing machines, sales slips, and other accounting equipment, devices, and forms necessary to properly, accurately, and completely record all sales from and on the Facilities.

6.2.5. Annual Reporting.

- a. Parking Operator shall provide a complete reconciliation and accounting for all Gross Receipts collected and deposited to the City on a Contract Year basis, and of the Management Fee, of all Reimbursable Expense and other expenditures relative to Budget, within sixty (60) days of the end of the relevant Contract Year.
- b. The City shall have the right to request that the Parking Operator have performed, as a Reimbursable Expense, an independent audit of such reconciliation and accounting, and/or to itself perform or have performed such an audit.

**ARTICLE 7
PUBLIC INTEREST PROTECTIONS**

7.1. GENERAL DUTY TO REMEDY.

The Parking Operator shall correct and remedy the performance of any element of the Services, and any resulting Services or Work Product and Data, which does not comply with this Agreement or which involves a defect. The Parking Operator shall undertake such correction and remedies at its own risk, cost and expense without right to claim a Reimbursable Expense.

7.2. WARRANTIES.

7.2.1. Parking Operator Warranties.

- a. Without limiting Parking Operator's other obligations and liabilities under this Agreement, Parking Operator warrants that the Services performed by Parking Operator and its Subcontractors:
 - i. shall be completed in a manner that meets all applicable requirements of this Agreement, and that complies with Good Industry Practice in every respect; and
 - ii. shall be fit for use for purposes, objectives, functions, uses and requirements set out or referenced in, or reasonably inferred from, this Agreement.
- b. With respect to materials and equipment provided by Parking Operator, Parking Operator and Subcontractors (as applicable to materials and equipment provided by the respective Subcontractor) warrant that such materials and equipment shall be fit for their intended uses, and with respect to equipment shall be in good working condition.
- c. The foregoing warranties shall survive for one year from completion or performance of the relevant work and apply to all work, maintenance, and other Services performed under the Agreement, but does not limit the Parking Operator's and Subcontractor's obligation to comply with any other warranties, guarantees and requirements, reasonably implied or specified, in the Agreement.

- d. To the extent assignable, Parking Operator upon request of the City shall assign to the City or the City's designated successor parking operator those materials and equipment warranties still in effect as of the expiration or termination of this Agreement.

7.2.2. Subcontractor Warranties.

- a. Without in any way derogating the Parking Operator's own warranties and other obligations with respect to all of the Services, the Parking Operator shall obtain from all Subcontractors, including all suppliers, and cause to be extended to City warranties, guarantees and obligations with respect to design, materials, workmanship, equipment, tools and supplies furnished by such Subcontractors.
- b. All such warranties, guarantees and obligations of Subcontractors shall:
 - i. meet the requirements specified in this Agreement and the SOP, or where no such warranty, guarantee, or obligation is specified, shall be for as long as, and with terms at least equal to, those provided by such Subcontractor or supplier on other similarly situated projects and in connection with similar work in accordance with Good Industry Practice;
 - ii. be written so as to survive all inspections, tests and approvals by City and the Parking Operator;
 - iii. run directly to and be enforceable by both the Parking Operator and City; and
 - iv. otherwise in form and substance be acceptable to the City.

7.2.3. Enforcement.

- a. The Parking Operator shall (at its own risk, cost and expense), during the Term promptly investigate, repair, replace or otherwise correct and fully remedy any defect or any other breach of the Parking Operator warranties, or of any Subcontractor representation, warranty, guarantee or obligation which the Parking Operator is responsible to enforce, so that the Services and the Parking Operator's performance under this Agreement fully complies with the Agreement.
- b. The Parking Operator and City shall use reasonable efforts to agree when and how the Parking Operator shall remedy any defect or any other breach of the Parking Operator warranties, or of any Subcontractor representation, warranty, guarantee or obligation which the Parking Operator is responsible to enforce. Notwithstanding any such prior agreement, or the absence of the same, the Parking Operator shall remain liable for compliance with its obligations under this Section and City shall be entitled to approve the completion of all work with respect to any such defect in or any other breach of the Parking Operator warranties, or of any Subcontractor representation, warranty, guarantee or obligation which the Parking Operator is responsible to enforce.

7.2.4. No Limitation on Liability.

The foregoing warranties are in addition to all rights and remedies available to City under the Agreement or at applicable Law or in equity, and shall not limit the Parking Operator's liability or responsibility under the Agreement or applicable Law or in equity with respect to the Services,

including liability for defects, improper operation, strict liability, breach, fraud, willful misconduct, criminal conduct, recklessness, bad faith or negligence.

7.3. Remedial Plans and Increased Oversight.

7.3.1. Remedial Plans.

- a. City may, in its discretion, by notice require the Parking Operator to provide information and/or attend meetings with City and third parties regarding the Services and Facilities, and/or prepare and submit for approval a remedial plan to remedy and/or prevent recurrence of, any relevant event or circumstance at any time when:
 - i. the Parking Operator has failed to timely satisfy any conditions to achievement of the Start Date during the Transition Period in accordance with Section 2.4.5;
 - ii. any Parking Operator default has occurred and not been cured;
 - iii. City has issued, or is entitled to issue, any warning notice as described in the definition of Persistent Breach, and the bases for such notice are continuing;
 - iv. a Persistent Breach has occurred and is continuing;
 - v. any other Parking Operator action or inaction has caused an ongoing threat to the health or safety of any person, the environment or built improvements, the community or property; and/or
 - vi. the Parking Operator has otherwise materially failed to comply with this Agreement which failure remains uncured.
- b. The Parking Operator shall be required to use best efforts to prepare and submit for approval any such remedial plan as soon as possible under the circumstances. Following City's discretionary approval of any such remedial plan, Parking Operator shall be required to promptly and diligently comply with such plan.
- c. In addition, under such circumstances:
 - i. City may increase the level of its monitoring of the performance of the Services during the period in which the underlying event or circumstance continues and/or in which the Parking Operator is performing under a previously approved remedial plan; and
 - ii. Without limiting its other rights under this Agreement, City shall be entitled to take action pursuant to Section 7.3.2 if the Parking Operator fails to promptly prepare and submit, or following such discretionary approval, comply with, any such remedial plan, for which purposes "promptly" shall be determined by City in light of the relevant circumstances.
- d. The Parking Operator shall bear its own costs and expenses incurred in complying with its obligations under the foregoing. Furthermore, any such action taken by City under this Section shall be at the Parking Operator's sole cost and expense, provided that the City has fulfilled any obligations under this Agreement to give Parking Operator written notice

and/or a right-to-cure, and Parking Operator shall be obligated to fully reimburse City for any expenses incurred hereunder promptly and in any event within thirty (30) days after demand and verification.

7.3.2. City Direct Intervention and Suspension Rights.

- a. City may, in its discretion, by written notice (to the extent reasonably practicable under the circumstances) to the Parking Operator, take such action that it deems reasonably necessary, including direct intervention in the Services and the Facilities, the assumption of performance of any element of the Services (in whole or in part, through its own forces or contracted forces), and/or suspension of the Services or the Parking Operator's performance under this Contract (in whole or in part), at any time:
 - i. as a result of an emergency having occurred and being continuing, whether declared or undeclared, and including as a result of a threat to the health or safety of any person, the environment or built improvements, the community or property, or in connection with a Force Majeure event;
 - ii. there being any necessity for City to intervene or act in order to discharge a constitutional, statutory, or other legally binding duty or otherwise act in the public interest; or
 - iii. any event or circumstance which would permit City to require a remedial plan or otherwise act under Section 7.3.7.3.1.a has occurred and is continuing.
- b. Upon receipt of any such notice, the Parking Operator shall comply with its terms immediately and take all reasonable steps to eliminate or mitigate losses, schedule impacts, and other consequences of the same. The Parking Operator shall thereafter promptly resume performance of any Services, to the extent interrupted or suspended, upon subsequent notice from City. While performance of the Services, or a portion thereof, is suspended, the Parking Operator:
 - i. remains responsible for performance of the Services and shall prevent damage, loss or injury to the Facilities, and, if needed, shall erect necessary temporary structures, signs or other facilities required to maintain the Facilities; and
 - ii. if applicable, shall continue performance of other parts of the Services not subject to the suspension.
- c. The Parking Operator shall bear its own costs and expenses incurred in complying with its obligations under this Section. Furthermore, except with respect to City's action in response to an emergency which also qualifies as a Force Majeure event, any such action taken by City under this Section shall be at the Parking Operator's sole cost and expense, provided that the City has fulfilled any obligations under this Agreement to give Parking Operator written notice and/or a right-to-cure, and Parking Operator shall be obligated to fully reimburse City for any expenses incurred hereunder promptly and in any event within thirty (30) days after demand and verification by City.

7.3.3. Non-Exclusive

The foregoing remedies are not exclusive of any other remedy. Each and every remedy is cumulative and in addition to any other remedy, existing now or hereafter, at law, or in equity.

7.4. PERFORMANCE SECURITY

- a. Parking Operator, as a Reimbursable Expense, shall cause to be made, executed and delivered to the City within ten (10) days after the Effective Date, a performance bond in an amount equal to one and a half million dollars (\$1,500,000.00) conditioned on the faithful performance of all terms, conditions and covenants of this Agreement. That performance bond shall be in form and substance acceptable to City and executed by Parking Operator and a corporate surety company authorized to do business in Texas having an "underwriting limitation" of at least the amount of the penal sum of the bond. Said surety bond shall be renewable annually and shall be kept in full force for the complete Term.
- b. If Parking Operator is found to be in default by the City, the City shall have the right to enforce the performance bond and apply the proceeds thereof to cover payments owed to the City by Parking Operator and to pay such costs as may be incurred by the City as a result of Parking Operator's breach of contract. However, in no event shall enforcement of the bond be deemed an exclusive remedy to the City.

7.5. RIGHT TO INSPECT

- a. City shall have the right at all times to enter upon and inspect the Facilities (including office and storage space locations) and the Shuttle Buses, to observe the performance by Parking Operator of its obligations hereunder and to do any act which City may be obligated or have the right to do under this Agreement, the City's Code of Ordinances, or Airport rule and regulations.
- b. If upon entry it is determined that maintenance, repair, janitorial, or any other obligations delegated to Parking Operator under this Agreement are not being performed adequately, City shall so notify Parking Operator in writing. If maintenance, repair, janitorial, or any other obligations are not commenced promptly as circumstances reasonably require after receipt of such notice, the City, or its agents, contractors, or employees, shall have the right to enter upon the particular area and perform the maintenance, repair, or janitorial services. City's cost for the performance of such maintenance, repair, or janitorial services plus an amount equal to fifteen (15%) of cost to cover administrative costs, shall be charged to and deducted from Parking Operator's next monthly payment following a monthly reconciliation.

7.6. AUDITS AND ENFORCEMENT

- a. Throughout the Term and within seven (7) years after the end of any Contract Year, City or the City Auditor may upon fourteen (14) days' written notice cause an inspection and audit to be made of the reports described in this Agreement and Schedule 2 and accounting books and records in Section 6.2. If, as a result of such inspection and audit, it is established that additional monies are due the City, Parking Operator shall pay such additional monies to the City within fifteen (15) days of receipt of written notice from City. If an inspection and audit establishes that Parking Operator has overpaid the City, then such overpayment shall be credited to Parking Operator through its Management Fee or, if no further Management Fee payments are due Parking Operator, the City promptly

shall remit the amount of such overpayment to Parking Operator; however, in no event shall the City be liable for interest if there has been an overpayment by Parking Operator.

- b. Notwithstanding the foregoing, City shall have the right, without prior notice to Parking Operator, to conduct on-going review (online/site) or spot audits (financial and/or operational) of Parking Operator's performance under this Agreement at any time as necessary to ensure compliance with the requirements of this Agreement. Parking Operator shall cooperate with City and provide information and records (including accounting books and records) requested by City in the conduct of such spot audits and reviews.
- c. The City Attorney shall have the right to enforce all legal rights and obligations under this Agreement without further authorization. Parking Operator shall provide the City Attorney all documents and records (including accounting books and records) that the City Attorney reasonably deems necessary to assist in determining Parking Operator's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.
- d. Parking Operator agrees that all accounting books and records and any related Documents required by City shall be made available to City and/or City Auditor at the Parking Operator's Airport office or SAAS Administration Offices, or when such books and records and related documents are not maintained at the Airport office, at such other location that is reasonably acceptable to City. If for any reason, on the first working day after the fourteen (14) days' notice period expires, accounting books and records and related documents required for audit or inspection are not made available at the Parking Operator's Airport office or SAAS Administration Offices, Parking Operator shall arrange and pay or reimburse City within thirty (30) days of expenditure by City for reasonable transportation costs (including airfare and ground transportation) and room and board for up to three (3) City representatives to the location where such accounting books and records and related documents are maintained by Parking Operator. Parking Operator shall allow City and City Auditor to photocopy the accounting books and records and related Documents that they reasonably determine to be necessary to conduct and support their audit. Parking Operator shall provide retrievals of computer-based records or transactions determined necessary to conduct the audit. Parking Operator shall not charge the City for the reasonable use of Parking Operator's photocopy machine while conducting an audit, nor for the cost of retrieving, downloading to electronic or other media, and printing any records or transactions stored in magnetic, optical, microfilm, or other media.

7.7. LOSS OF BUSINESS AND CONSEQUENTIAL DAMAGES

The City shall not be liable to Parking Operator for any loss of business or any punitive, indirect, incidental, consequential, or special damages of any nature.

7.8. DATA SECURITY

7.8.1. Cybersecurity.

- a. Parking Operator agrees to assess the cybersecurity requirements for the Services, and subsequently implement and maintain commercially reasonable standards and procedures appropriate to protect the integrity of all networks and systems that contain Work Product,

Privacy Records, as defined in Section 10.2.3, and other City or customer data and information.

- b. Such networks and systems shall include, but not be limited to, records management systems, records editing systems, records transmissions systems and electronic mail systems.
- c. Parking Operator shall acquire the most current version of the networks and systems described in this Section 7.8 and maintain and update said networks and systems as recommended by its respective vendors.
- d. Parking Operator shall use commercially reasonable efforts to comply with all City requests related to cybersecurity as it relates to this Agreement and the associated work.

7.8.2. Cyber Security Compromises, Breaches, and Incidents.

- a. Within thirty (30) days after the Effective Date, Parking Operator shall provide to City for approval, and once approved thereafter maintain, a cyber security incident response plan including provisions to prevent, mitigate, and respond to threats and active incidents of compromise, breach, and other incidents as described in this Section 7.8.
- b. In the event Parking Operator becomes aware that data and/or system pertaining to this Agreement, the Opportunity, or the Work was compromised by hackers or other third parties, or any person(s) have or has otherwise gained unauthorized access to City data, or any person has gained unauthorized access to Parking Operator's network and/or data storage facilities such that any City data is obtained by an outside party, or City's data has otherwise been disclosed to unauthorized parties in connection with this Agreement or support therefor, then Parking Operator agrees to promptly (within twenty four (24) hours) notify City.
- c. With respect to any such comprise, breach, or incident, Parking Operator shall promptly:
 - i. disclose to City all information regarding such compromise, breach, or incident;
 - ii. investigate such compromise, breach, or incident;
 - iii. commission professional support to promptly mitigate the threat of any such active compromise, breach, or incident; and
 - iv. otherwise comply with all reasonable investigations, disclosure, and remediation requirements as set out by City at Parking Operator's cost and expense.

ARTICLE 8

RELEASE AND INDEMNIFICATION

8.1. RELEASE

PARKING OPERATOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, HERE, THE "CITY PARTIES") FROM ALL LIABILITY TO PARKING OPERATOR FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED BY PARKING

OPERATOR IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY PARTIES' SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY PARTIES' STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. PARKING OPERATOR HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.

8.2. INDEMNIFICATION

- a. Parking Operator covenants and agrees to full indemnify, defend, and hold harmless, the City and the elected officials, agents, employees, officers, Directors, volunteers and representatives of the City (together, the "Indemnified Parties"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage as well as any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied, in each case made upon the Indemnified Parties directly or indirectly arising out of, resulting from or related to Parking Operator's activities under this Agreement, including any acts or omissions of Parking Operator, any agent, officer, director, representative, employee, consultant or subcontractor of Parking Operator, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract.
- b. The foregoing indemnity provided shall not apply to any liability resulting from the negligence of City, its officers, agents, employees, directors, volunteers, or representatives in instances where such negligence causes personal injury, death, or property damage, including without limitation damages related to intellectual property infringement.
- c. IN THE EVENT PARKING OPERATOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.
- d. The provisions of the foregoing indemnity, defense, and hold harmless provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- e. Parking Operator shall advise the City in writing within twenty-four (24) hours of becoming aware of any claim or demand against the City or Parking Operator known to Parking Operator related to or arising out of Parking Operator's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Parking Operator's cost and expense.

- f. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Parking Operator of any of its obligations under this paragraph.

Defense Counsel. City shall have the right to select or to approve defense counsel to be retained by Parking Operator in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Notwithstanding the foregoing, the City shall not have the right to approve defense counsel with respect to those claims in which Parking Operator is using counsel selected by Parking Operator's insurers, except where the City reasonably objects on conflict of interest grounds. Parking Operator shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Parking Operator fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Parking Operator shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation. In any and all claims against any party indemnified hereunder by any employee of Parking Operator, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Parking Operator or any subcontractor under worker's compensation or other employee benefit acts.

8.3. INTELLECTUAL PROPERTY INFRINGEMENT

- a. PARKING OPERATOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING PARKING OPERATOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS PARKING OPERATOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, SERVICE MARK, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. PARKING OPERATOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.
- b. PARKING OPERATOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.
- c. WITHIN SIXTY (60) DAYS AFTER BEING NOTIFIED OF THE CLAIM, PARKING OPERATOR SHALL, AT ITS OWN EXPENSE, EITHER (I) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (II) IF BOTH PARTIES IN THEIR REASONABLE DISCRETION AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND PARKING OPERATOR SHALL REFUND THE PURCHASE PRICE.

8.4. SUBCONTRACTOR'S INDEMNITY

PARKING OPERATOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

8.5. INDEMNIFICATION PROCEDURES

8.5.1. Notice of Claims

- a. If the City or Parking Operator receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within thirty (30) days. The notice must include the following:
 - i. a description of the indemnification event in reasonable detail,
 - ii. the basis on which indemnification may be due, and
 - iii. the anticipated amount of the indemnified loss.
- b. This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the thirty (30)-day period, it does not waive any right to indemnification except to the extent that Parking Operator is prejudiced, suffers loss, or incurs expense because of the delay.

8.5.2. Defense of Claims

- a. Assumption of Defense. Parking Operator may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City Attorney. Unless the City reasonably believes that there is a conflict of interest, counsel selected by Parking Operator's insurers shall be deemed satisfactory to the City. Parking Operator shall then control the defense and any negotiations to settle the claim, subject to the City Attorney's consent or agreement to the settlement, which consent or agreement shall not unreasonably be withheld. Notwithstanding the foregoing, the City Attorney's consent is not needed for any settlement unless the proposed settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Parking Operator does not fund in full, or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement. Within ten (10) days after receiving written notice of the indemnification request, Parking Operator or its insurer must advise the City as to whether or not it shall defend the claim. If Parking Operator does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- b. Continued Participation. If Parking Operator elects to defend the claim, the City may, at no cost to Parking Operator, retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Parking Operator may settle the claim without the consent or agreement of the City, unless it (i)

would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Parking Operator does not fund in full, or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

ARTICLE 9 INSURANCE

9.1. INSURANCE

- a. No later than the date provided for under Section 2.4.5.a.vii, and otherwise promptly following any renewal or replacement, Parking Operator must provide a completed Certificate(s) of Insurance to City's Aviation Department. The certificate must be:
 - i. clearly labeled with the legal name of the event in the Description of Operations block;
 - ii. completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (City shall not accept Memorandum of Insurance or Binders as proof of insurance); and
 - iii. properly endorsed and have the agent's signature, and phone number.
- b. Certificates may be mailed or sent via email, directly from the insurer's authorized representative. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Aviation Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.
- c. If the City does not receive copies of insurance endorsement, then by executing this Agreement, Parking Operator certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.
- d. Parking Operator obtain and maintain in full force and effect for the duration of this Agreement, at Parking Operator's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the Parking Operator claims to be self-insured, they must provide a copy of their declaration page so the City can review their deductibles:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000

<p>3. Commercial General Liability Insurance to include coverage for the following:</p> <ul style="list-style-type: none"> a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Parking Operators 	<p>For Bodily Injury and Property Damage \$2,000,000 per occurrence;</p> <p>\$4,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.</p>
<p>4. Business Automobile Liability</p> <ul style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles *d. Scheduled Vehicles 	<p>Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence. If AOA access required \$5,000,000 CSL</p>
<p>5. Professional Liability (Claims-made Coverage)</p>	<p>\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.</p> <p>Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.</p>
<p>6. Cyber Liability</p>	<p>\$4,000,000 per claim</p> <p>\$4,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.</p>
<p>7. First Party Crime Coverage, to include Third Party Crime Coverage Endorsement</p> <ul style="list-style-type: none"> a. Blanket Crime Coverage 	<p>\$2,000,000 Per Claim on First Party Coverage</p> <p>\$4,000,000 Per Claim on Third Party Coverage</p>
<p>*8. Garage keepers Liability</p>	<p>\$1,000,000 per occurrence;</p>

	\$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
9. Umbrella Liability Coverage	\$100,000,000 annual aggregate combined limit Bodily Injury (including death) and Property Damage.
*10. Installation Floater	All Risk Policy written on occurrence basis for 100% replacement cost of “equipment & materials” to be installed to any new or existing structure.
11. Property Insurance	One Hundred Percent (100%) replacement value for Structure, and replacement cost coverage of eighty percent (80%) of actual cash value for improvements and betterments
12. Environmental Insurance (Parking Operator’s Pollution Liability (Claims-made coverage)	\$1,000,000 per claim; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.
*If Applicable	

- e. Parking Operator must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Parking Operator and provide a certificate of insurance and endorsement that names Parking Operator and City as additional insureds where applicable. Parking Operator shall provide City with certificates and endorsements before the subcontractor starts work.
- f. If a loss results in litigation involving the City, or if Parking Operator or its insurer has denied coverage, then the City is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Parking Operator must comply with such requests within ten (10) days by submitting the requested insurance documents to the City at the following address.

City of San Antonio

Attn: **Aviation Department**

P.O. Box 839966

San Antonio, Texas 78283-3966

- g. Parking Operator's insurance policies must contain or be endorsed to contain the following provisions:
 - i. Name City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City. The endorsement requirement is not applicable for workers' compensation, crime, property, and professional liability policies. The City shall be a loss payee as to the crime and property insurance coverages.
 - ii. Endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy. City insurance is not applicable in the event of a claim.
 - iii. Parking Operator shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
 - iv. Provide thirty (30) days advance written notice directly to City of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- h. Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Parking Operator shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Parking Operator's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- i. In addition to any other remedies City may have upon Parking Operator's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, City may order Parking Operator to stop work and/or withhold any payment(s) which become due to Parking Operator under this Agreement until Parking Operator demonstrates compliance with requirements.
- j. Nothing contained in this Agreement shall be construed as limiting the extent to which Parking Operator may be held responsible for payments of damages to persons or property resulting from Parking Operator's or its Subcontractor's performance of the work covered under this Agreement.
- k. Parking Operator's insurance shall be deemed primary and non-contributory with respect to any insurance or self – insurance carried by City for liability arising out of operations under this Agreement.
- l. The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
- m. Parking Operator and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

9.1.2. Adjustments in Contractor-Provided Insurance Policy Coverage Amounts.

- a. At least once every two years during the Term (commencing initially on the second anniversary of the Start Date), City and the Parking Operator shall review and adjust, as reasonably appropriate, and otherwise at City's discretion from time the City may by notice to the Parking Operator adjust, the insurance coverages and their limits. If such changes in coverage or limits increase Parking Operator's insurance costs, then the Budget shall be amended to account for such increased costs in accordance with the Budget process under this Agreement.
- b. In determining adjustments, relevant Party or Parties shall take into account: (i) insurance claims and loss experience for the Contract and the Services; (ii) the condition of the Facilities and Equipment; (iii) the safety and noncompliance record for the Services; (iv) then prevailing Good Industry Practice for insuring similar Facilities, Equipment, and Services; (v) changes in Law; and (vi) changes in the insurance market which presents an increased risk exposure.
- c. If any resulting change results in a net increase or decrease in applicable insurance premiums, the related Reimbursable Expenses in the Budget shall be subject to an equivalent adjustment, provided that to the extent any such net increase is made to reflect Parking Operator's performance, Parking Operator shall not be entitled to any compensation and shall bear such cost and expense .

9.1.3. Inadequacy and Unavailability of Required Coverages.

- a. If the Parking Operator demonstrates to City's reasonable satisfaction that it has used diligent efforts in the global insurance and reinsurance markets to procure the required insurance coverages for its insurance policies, and if despite such diligent efforts and through no fault of the Parking Operator any of such coverages (or any of the required terms of such coverages, including policy limits) become completely unavailable or unavailable at commercially reasonable rates from insurers meeting the requirements of this Section, City may consider in good faith alternative insurance packages and programs that provide coverage as comparable to that contemplated in this this Section as is possible under then-existing insurance market conditions.
- b. City shall be entitled to a credit through the Budget for any insurance premium savings resulting from the modification or elimination of the insurance requirements, and City shall retain the option to self-insure to cover the unavailable Contractor-provided insurance policy or portion thereof.

ARTICLE 10 CITY REQUIREMENTS

10.1. CONFLICT OF INTEREST

- a. The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- i. a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
 - ii. an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
 - iii. an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.
- b. Pursuant to the subsection above, Parking Operator warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Parking Operator does not cause a City employee or officer to have a prohibited financial interest in the Contract. Parking Operator further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

10.2. CONFIDENTIALITY AND SENSITIVE INFORMATION

10.2.1. Parking Operator Confidentiality Obligation.

- a. Without limiting its separate obligations with respect to Sensitive Security Information (SSI), Parking Operator, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents, including knowledge and information related to the City's overall Airport operations and security program, (collectively, the "Information") that they receive, or to which they have access, in strictest confidence. Parking Operator acknowledges that all such Information is of a highly confidential nature. Parking Operator, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information to third-parties unless City authorizes it in writing, such authorization not to be unreasonably withheld to the extent the use of such Information is necessary for the provision of Services hereunder, does not result in any material risk, and right to use such Information in the provision of the Services is granted under the terms of this Agreement, either expressly or by reasonable implication. Parking Operator shall advise those of its agents, employees, contractors, and subcontractors that use the Information of the terms of this Section.
- b. Without limiting its other indemnification obligations hereunder, Parking Operator further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Parking Operator's covenants and agreements as set forth in this section.

10.2.2. Sensitive Security Information

- a. Parking Operator shall take all appropriate measures in accordance with 49 C.F.R. 1520 and other applicable laws to protect all proprietary, privileged, confidential, or otherwise Sensitive Security Information ("SSI") that may come into Parking Operator's possession as a result of this Agreement.
- b. In the event that the Parking Operator is requested or required by law, rule, regulation or legal, judicial, or governmental process or order (including by a valid and effective

subpoena, civil investigative demand, court order, or other similar process) to disclose any of the SSI, the Parking Operator may disclose that portion of the SSI that is required, provided that the Parking Operator shall (i) take commercially reasonable steps to request that the confidentiality of the SSI be otherwise preserved; and (ii) provide the City with reasonably prompt written notice to the extent not legally prohibited of any such request, requirement or disclosure so that the City may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

- c. If, in the absence of a protective order or other remedy or the receipt of a waiver by the City, the Parking Operator is nonetheless legally required to disclose SSI, the Parking Operator may, without liability hereunder, disclose only that portion of the SSI which is legally required to be disclosed, provided that it exercises its reasonable efforts to preserve the confidentiality of the SSI.

10.2.3. Privacy Records.

- a. The Parking Operator in the course of performing the Services and generating and collecting fees and revenues shall develop, maintain and publicly disclose including to individuals who are or may be employees, patrons, tenants, or users of, or visitors to the Site, procedures designed to maintain Privacy Records as confidential information in compliance with Laws and Good Industry Practice.
- b. Furthermore, the Parking Operator shall:
 - i. comply with all Laws and Good Industry Practice limiting, restricting or pertaining to collection, use, confidentiality, privacy, handling, retention, reporting, disclosure or dissemination of Privacy Records;
 - ii. hold Privacy Records to at least the same standard of confidentiality as Information under Section 10.2.1 above;
 - iii. implement physical, electronic and managerial safeguards to prevent unauthorized access to Privacy Records, including provision for the periodic destruction of Privacy Records in accordance with Good Industry Practice;
 - iv. not make use of Privacy Records for any purpose other than the performance of elements of the Services in connection with which such records were generated;
 - v. only release Privacy Records to City upon written request and authorized employees or Subcontractors of the Parking Operator requiring such records and information for the purpose of carrying out obligations under this Agreement, subject to the terms of an executed nondisclosure or confidentiality agreement; and
 - vi. immediately upon the expiry or early termination of this Agreement, at City's discretion return all Privacy Records to the City or, at City's direction, destroy such Privacy Records and otherwise take whatever other steps City reasonably requires of the Parking Operator to protect such Privacy Records, provided for certainty in no case shall the Parking Operator retain Privacy Records following the expiry or early termination of this Agreement.

- c. For purposes of the foregoing, “Privacy Records” means employee, patron, tenant, or user data generated by, or accumulated or collected in connection with, conducting the Services, employing individuals, providing access and use of Services and Facilities and areas to individuals, and generating and collecting fees and revenues, including lists, identification numbers, contact information, account information and billing records, biometric or fingerprint recognition data, and other individual specific information, system performance statistics, and real time information, including that which is exempt from disclosure to the public or other unauthorized persons under Law.

10.2.4. Public Information Act (“PIA”)

Notwithstanding anything contained herein to the contrary, the Parties acknowledge that the City is a municipal corporation of the State of Texas and is subject to Section 552 of the Texas Public Information Act. In the event the City receives an open records request pursuant to the Public Information Act for information that is the subject of this Agreement, City will inform Parking Operator of the demand for disclosure within ten (10) business days of receiving such request, and prior to disclosing any Confidential Information to the requestor, to enable Parking Operator, if it chooses, to contest the request.

10.3. COMPLIANCE WITH LAWS

- a. Parking Operator shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances in its performance under this Agreement.
- b. Without limiting such general obligation, the Parking Operator, at its expense, but subject to reimbursement as a Reimbursable Expense if so provided in the Budget or otherwise approved by the City in writing, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, applicable administrative directives of the City, applicable business licenses and requirements of the City and all governmental authorities having jurisdiction affecting or applicable to the Facilities or the cleanliness, safety, occupancy, operation and use of the same, whether or not any such law, ordinance, order, rule, regulation, administrative directive, or requirement is foreseen or unforeseen, ordinary or extraordinary, shall necessitate changes or improvements (other than structural changes or structural improvements) and/or interfere with the use and enjoyment of the Facilities. Parking Operator shall promptly correct any deficiencies reported by the City and all other governmental authorities having jurisdiction to the extent the subject of the alleged deficiencies is Parking Operator’s responsibility under this Agreement, including without limitation the Responsibilities Matrix. Parking Operator shall not do or knowingly permit anything to be done in or about the Facilities, nor bring anything therein, which will in any way conflict with any such law, ordinance, order, rule, regulation, administrative directive or requirement affecting the occupancy or use of the Facilities which has been or may hereafter be enacted or promulgated by the City and all governmental authorities, or in any way obstruct or interfere with the rights of others, nor shall Parking Operator use or allow the Facilities to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Airport.

10.4. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY ORDINANCE

Parking Operator shall comply with City’s Equal Employment Opportunity Ordinance.

10.5. TITLE VI – NON-DISCRIMINATION

- a. Parking Operator shall comply with the applicable non-discrimination provisions required by the United States of America, including but not limited to the provisions of 49 CFR Part 21.
- b. These provisions are inclusive of any amendments which may be made to such regulations. Further, Parking Operator shall include the summary of the provisions of 49 CFR Part 21, as may be amended, in subcontracts it enters into under this Agreement. This summary is set forth in Schedule 4.

10.6. ACDBE COMPLIANCE

10.6.1. Obligation

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23 ("Part 23"). The Parking Operator shall abide and be bound by the ACDBE Program adopted and as amended from time to time by the City pursuant to 49 CFR Part 23, Participation by Disadvantaged Business Enterprise in Airport Concessions, as may be applicable to the Parking Operator's activities hereunder. The Parking Operator shall use good faith efforts, as defined by federal law and the City's ACDBE Program, to achieve any ACDBE participation goal hereunder, and as that goal might be revised. ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships or other contractual relationships meeting the eligibility standards of 49 CFR Part 23. The Parking Operator 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. The Parking Operator agrees to include the above statements in any subsequent subcontract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

10.6.2. ACDBE Program

It is the City's policy to comply with, promote, and enforce the objectives of U.S. Department of Transportation regulations, 49 CFR Part 23, with respect to the participation of ACDBEs in its parking management and operation concession.

10.6.3. ACDBE Participation Goals

In order to provide a fair opportunity for ACDBE participation, the City requires that the Parking Operator make good faith efforts, as defined in 49 U.S.C. § 47107 and 49 C.F.R. §§ 23.25(f) and 26.53, to provide for a level of ACDBE participation in providing the Services and receiving compensation therefor as provided in this Agreement in each Contract Year during the Term that is equal to or greater than nine percent (9%) of Reimbursable Expenses together with the Management Fee. All ACDBEs must be certified under the Texas Unified Certification Program ("UCP") or other UCP acceptable to the City. All ACDBEs participating in providing the Services must perform a commercially useful function, as defined in 49 CFR Section 23.55. The Parking Operator's compliance with the ACDBE participation goals shall be measured annually in accordance with the terms and conditions set forth in 49 C.F.R. § 23.53, as amended or restated from time to time.

The City reserves the right to update the above ACDBE participation goal prior to any extension or renewal that is proposed to occur ten (10) years from the initial term of this Agreement.

10.6.4. Failure to Meet ACDBE Goal

If the Parking Operator fails to achieve and maintain the ACDBE participation goal set forth herein, the Parking Operator shall submit documentation demonstrating its good faith efforts to achieve and maintain the specified goal. The documentation shall include, without limitation, correspondence, telephone calls, and other efforts made to locate and obtain the participation of ACDBEs that are ready, willing, and able to participate in providing the parking operation and management services.

The option to extend/renew the Term of this Agreement for two (2) additional five (5) year periods notwithstanding, the Term shall not be extended/renewed if, as of the time that is thirty (30) days prior to the scheduled end of the Term, the Parking Operator is failing to achieve and maintain the applicable ACDBE participation goal, or fails to show acceptable good faith efforts to achieve the same.

10.6.5. Replacement/Substitution of ACDBEs

The Parking Operator will be allowed to substitute the originally designated ACDBE(s) only if it demonstrates to the City that the originally designated ACDBE(s) is unwilling or unable to perform the functions identified in the ACDBE Plan attached as Exhibit G (the "ACDBE Plan") and in accordance with Part 23. The Parking Operator's ability to negotiate a more advantageous contract with another ACDBE firm will not be considered a valid basis for substitution. If an ACDBE is unwilling or unable to perform the functions identified in the ACDBE Plan, the Parking Operator shall inform the City in writing and include documentation to justify the substitution, including a statement from the ACDBE to be replaced acknowledging the substitution. The Parking Operator will identify a replacement ACDBE or document good faith efforts to replace the ACDBE with another ACDBE. If the Parking Operator or a non-ACDBE firm performs the work originally committed to an ACDBE, the Parking Operator shall submit a revised ACDBE plan to the City detailing how the ACDBE goal will be met or will supply documentation detailing good faith efforts which have been made to meet the goal. The City shall review all substitutions prior to contract award and during contract performance to ensure that the substitute firms are eligible ACDBEs.

10.6.6. ACDBE Reporting

The Parking Operator acknowledges and agrees that timely delivery of accurate and complete ACDBE Participation Reports is a material obligation of the Parking Operator under this Agreement and the Parking Operator shall submit, certified as accurate and complete under the pains and penalties of perjury, in the format required by the City, a certified monthly report of ACDBE utilization. The City reviews the monthly reports to ensure that the ACDBE participation levels remain in compliance with the requirements of this Agreement and to verify that the work committed to ACDBE(s) is actually performed by ACDBE(s). This information will also be used to provide the statistical data for the City's ACDBE participation achievement reports to the Federal Aviation Administration. The City and its duly authorized representatives shall have the right to audit such monthly reports with or without prior notice, and all such records must be retained by the Parking Operator for a period of five years following the expiration or earlier termination of the Term and will be made available for inspection upon request by the City or other Governmental Authority. In addition, and to the extent it has not already done so, the

Parking Operator shall submit to the City copies of all written agreements it has or will enter into with any ACDBE(s), including any amendments, attachments or modifications thereto, upon the earlier of (1) the Effective Date and (2) thirty (30) days of entering into such agreements (or related documents).

10.6.7. Compliance Monitoring and Penalty for Non-Compliance

The City is obligated to bring to the attention of the U.S. Department of Transportation (“DOT”) any false, fraudulent, or dishonest conduct in connection with the ACDBE Program and this Agreement, so that DOT or FAA can take the appropriate steps to correct the false, fraudulent, or dishonest conduct (*e.g.*, referral to the Department of Justice for criminal prosecution, referral to the DOT or FAA Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules).

10.7. ANTI-BOYCOTT OF ISRAEL

- a. Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:
 - i. does not boycott Israel; and
 - ii. shall not boycott Israel during the term of the contract.
- b. This section only applies to a contract that:
 - i. is between a governmental entity and a company with ten (10) or more full-time employees; and
 - ii. has a value of one hundred thousand (\$100,000) or more that is to be paid wholly or partly from public funds of the governmental entity.
- c. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- d. “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.
- e. By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and shall not boycott Israel during the term of the contract. City hereby relies on Company’s verification. If found to be false, City may terminate the contract for material breach.

10.8. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

- a. This section only applies to a contract that:
 - i. is between a governmental entity and a company with ten (10) or more full-time employees; and
 - ii. has a value of one hundred thousand (\$100,000) or more that is to be paid wholly or partly from public funds of the governmental entity.
- b. “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.
- c. “Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).
- d. Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) shall not boycott energy companies during the term of the contract.
- e. By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and shall not boycott energy companies during the term of the contract. City hereby relies on Company’s verification. If found to be false, City may terminate the contract for material breach.

10.9. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

- a. This section only applies to a contract that:
 - i. is between a governmental entity and a company with ten (10) or more full-time employees; and
 - ii. has a value of one hundred thousand (\$100,000) or more that is to be paid wholly or partly from public funds of the governmental entity.
- b. “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.
- c. “Discriminate against a firearm entity or firearm trade association”: (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or

services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

- d. Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) shall not discriminate during the term of the contract against a firearm entity or firearm trade association.
- e. By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and shall not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

10.10. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Parking Operator hereby certifies that it is not identified on such a list and that it shall notify City should it be placed on such a list while under contract with City. City hereby relies on Parking Operator's certification. If found to be false, or if Parking Operator is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

ARTICLE 11 ENVIRONMENTAL LAWS

11.1. GENERAL

11.1.1. Compliance.

- a. Parking Operator shall comply with all federal, state, and local statutes, ordinances, regulations, rules, policies, codes, or guidelines now or hereafter in effect, as they may be amended from time to time, that govern Hazardous Materials or relate to the protection of human health, safety, or the environment, including, but not be limited, to the following:
 - i. The Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 *et seq.*,
 - ii. The Safe Drinking Water Act, 44 U.S.C. Section 300(f) *et seq.*;
 - iii. The Oil Pollution Control Act of 1990, 33 U.S.C. Section 270 *et seq.*;

- iv. The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., Section 9601 *et seq.*, and as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613;
 - v. The Toxic Substances Control Act, 15 U.S.C., Section 2601 *et seq.*;
 - vi. The Clean Air Act as amended, 42 U.S.C. 7401 *et seq.*;
 - vii. The Clean Water Act, 33 U.S.C., Section 1251 *et seq.*;
 - viii. The Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 *et seq.*;
 - ix. The Resources Conservation and Recovery Act, 42 U.S.C., Section 6901 *et seq.*; and
 - x. Those substances defined as hazardous waste or as hazardous substances under the laws of Texas and/or the United States or in regulations promulgated under these laws (collectively, "Environmental Laws").
- b. Within ten (10) days of receipt of an invoice, Parking Operator shall reimburse the City for any fines or penalties that may be levied against the City by the Environmental Protection Agency, the Texas Commission on Environmental Quality ("TCEQ"), or any other governmental agency for Parking Operator's failure to comply with the Environmental Laws. If Parking Operator shall disagree with the City's determination that it has failed to comply with the Environmental Laws, then Parking Operator may pay such invoice under protest, reserving all rights to contest the City's determination and recover the amounts paid under protest.
- c. Parking Operator shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to or from the Airport, or any other areas or Facilities subject to this Agreement, except in strict compliance with the Environmental Laws. "Hazardous Materials" include, but are not limited to, the following:
- i. All substances, materials, wastes, pollutants, oils, or governmentally regulated substances or contaminants defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws;
 - ii. Asbestos and asbestos-containing materials, petroleum products including crude oil or any fraction thereof gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, PCBs, radioactive materials or waste; or
 - iii. Any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed of, or released.

- d. The Airport is subject to the National Pollution Discharge Elimination System Program (“NPDES”), and the regulations, 40 CFR Part 122, relating to stormwater discharges, for operations at the Airports. Parking Operator is familiar with these NPDES stormwater regulations; and shall conduct operations in accordance with 40 CFR Part 122, as amended from time to time. Parking Operator understands that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.
- e. Close cooperation is necessary to ensure compliance with any NPDES stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Parking Operator shall implement “Best Management Practices” as defined in 40 CFR, Part 122.2, as amended from time to time, if necessary, to minimize the exposure of stormwater to significant materials generated, stored, handled, or otherwise used by Parking Operator as defined in the federal stormwater regulations.
- f. The City’s NPDES stormwater discharge permits pertaining to the Facilities and any subsequent amendments, extensions, or renewals are incorporated into this Agreement, and the City agrees to timely provide Parking Operator with copies of all such permits, amendments, extensions and renewals in order to facilitate compliance by Parking Operator. All applicable portions of the permit shall bind Parking Operator.
- g. Parking Operator shall implement the NPDES operational requirements at its sole expense, unless otherwise agreed to in writing between the City and Parking Operator. If the NPDES requirements shall require improvements or alterations to the Facilities of a structural or capital nature, then the City, at its sole expense, shall be responsible for such compliance. Parking Operator and the City shall meet all deadlines that may be imposed or agreed to by the City and Parking Operator. Time is of the essence.
- h. Parking Operator shall include the City on all correspondence to and information submitted to a government entity(ies) under applicable NPDES stormwater regulations that affect the Airports.
- i. Upon Parking Operator’s written request, the City shall provide any non-privileged information submitted to a government entity(ies) under applicable NPDES stormwater regulations.
- j. Parking Operator appoints the City as its agent solely to negotiate with the appropriate governmental entity(ies) any modifications to the City’s stormwater discharge permit. The cost of such negotiations, and any new costs resulting from such negotiations, shall be paid by the City.
- k. Parking Operator shall participate in any City organized task force or other work group established to coordinate stormwater activities at the Airports.
- l. The City may enter upon Parking Operator’s premises at any time for purposes of inspection to ensure that Parking Operator is complying with this Section and any other provisions in this Agreement without committing a trespass.
- m. The City’s remedies with regard to requirements under the Environmental Laws are cumulative and survive termination of this Agreement.

11.1.2. Handling of Hazardous Materials.

- a. In case of a spill or other release of oil or hazardous materials caused by Parking Operator, or in the Facilities or by the Equipment, regardless of the cause, Parking Operator shall be responsible for completing a spill notification checklist, or equivalent form approved by City, and submitting it to City within twenty-four (24) hours of the spill or release.
- b. Notwithstanding the foregoing, Parking Operator shall not be responsible for cleanup, removal or remediation of hazardous materials located on, in or under the Facilities or the Airport which are Excluded Obligations and Liabilities.
- c. Except as provided above, Parking Operator shall be responsible for the cleanup, removal and remediation of any hazardous materials in the Facilities, including collecting and disposing of discarded batteries and tires in the parking Facilities. The procedures for dealing with hazardous materials (for which purposes batteries and tires shall be disposed of as hazardous waste or recycled) shall adhere to environmental standards and be included in the SOP.

11.1.3. Environmental Indemnity.

- a. WITH NO INTENT TO LIMIT PARKING OPERATOR'S INDEMNIFICATION TO THE CITY SET FORTH IN SECTION 8.2, PARKING OPERATOR SHALL PROTECT, DEFEND AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY LOSS, COST, CLAIM, DEMAND, PENALTY, FINE, SETTLEMENT, LIABILITY, OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND PARKING OPERATORS' FEES, COURT COSTS, AND LITIGATION EXPENSES) RELATED TO THE FOLLOWING:
 - i. ANY INVESTIGATION, MONITORING, CLEANUP, CONTAINMENT, REMOVAL, STORAGE, OR RESTORATION WORK PERFORMED BY THE CITY OR A THIRD PARTY DUE TO PARKING OPERATOR'S, ITS EMPLOYEES', SUBCONTRACTORS', JOINT VENTURE PARTNERS' OR AGENTS' (BUT NOT THE CITY'S) USE OR PLACEMENT OF HAZARDOUS MATERIALS (OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN) ON THE AIRPORTS PREMISES, OR ANY OTHER AREAS IMPACTED BY THIS AGREEMENT;
 - ii. ANY ACTUAL, THREATENED, OR ALLEGED HAZARDOUS MATERIALS CONTAMINATION OF THE AIRPORTS PREMISES BY PARKING OPERATOR, ITS EMPLOYEES, OR AGENTS;
 - iii. THE DISPOSAL, RELEASE, OR THREATENED RELEASE OF HAZARDOUS MATERIALS BY PARKING OPERATOR, ITS EMPLOYEES, OR AGENTS AT THE AIRPORTS THAT AFFECTS THE SOIL, AIR, WATER, VEGETATION, BUILDINGS, PERSONAL PROPERTY, OR PERSONS;
 - iv. ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) ARISING OUT OF OR RELATED TO HAZARDOUS MATERIALS USE BY PARKING OPERATOR, ITS EMPLOYEES, OR AGENTS AT THE AIRPORTS; OR

- v. ANY VIOLATION BY PARKING OPERATOR, ITS EMPLOYEES, AGENTS, OR JOINT VENTURE PARTNERS OF ANY ENVIRONMENTAL LAWS.
- b. THIS INDEMNITY IS NOT APPLICABLE TO LOSSES, CLAIMS, PENALTIES, FINES, SETTLEMENTS, LIABILITIES, AND EXPENSES THAT RESULT FROM CONDITIONS EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT.

ARTICLE 12

TERMINATION AND ASSIGNMENT

12.1. TERMINATION FOR CONVENIENCE BY CITY

- a. The City may terminate this Agreement at any time by giving one hundred and eighty (180) days written notice to the Parking Operator. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
- b. Upon the date designated in the notice as the termination date, Parking Operator shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement.
- c. Within thirty (30) days after the termination date, Parking Operator shall submit an invoice for any Reimbursable Expenses (such invoice to include, unamortized Equipment and Vehicle costs and the cost of paying off any Equipment or Vehicle leases, as applicable, and as provided elsewhere in this Agreement) and Management Fee due for periods prior to termination, less any offsets and to the extent the City has not previously issued payment. City shall remit payment to Parking Operator within thirty (30) days of the date of Parking Operator's invoice.

12.2. TERMINATION FOR CAUSE BY CITY

- a. If Parking Operator defaults under this Agreement, City may terminate this Agreement provided Parking Operator is provided written notice and a right to cure the default as provided below with respect to certain defaults. The City's rights and remedies provided below are in addition to all rights and remedies provided by law or under this Agreement. Default by Parking Operator shall occur if:
 - i. Parking Operator fails to satisfy the conditions precedent to the Start Date set out in Section 2.4.5 by the deadline set forth in Section 2.4.5;
 - ii. Parking Operator abandons all or a material part of the performance of the Services;
 - iii. Parking Operator becomes insolvent;
 - iv. all or a substantial part of Operator's assets shall be assessed for the benefit of Parking Operator's creditors; or
 - v. if a receiver or trustee shall be appointed for Parking Operator;
 - vi. a Persistent Breach occurs;

- vii. any event which is otherwise under the express terms of this Agreement a Parking Operator default;
 - viii. after exhaustion of all rights of appeal, there occurs any disqualification, suspension, or debarment from bidding, proposing, or contracting with any state-level, interstate, or federal Governmental Authority (distinguished from ineligibility due to lack of financial qualifications) of the Agreement;
 - ix. Parking Operator fails to timely obtain and maintain any bond or insurance policy required under this Agreement;
 - x. any representation or warranty made by the Parking Operator pursuant to this Agreement, or in any certificate, schedule, report, instrument, agreement, or other document delivered by or on behalf of the Parking Operator to City pursuant to this Agreement, is knowingly misleading or inaccurate in any material respect when made; or
 - xi. any breach by Parking Operator of any of its obligations under this Agreement, including any written repudiation of this Agreement, of any Change Order, or other notice City that is binding on the Parking Operator under the terms of this Agreement, other than any breach that: (i) otherwise constitutes a default above; or (ii) arises due to a Force Majeure event to the extent the Parking Operator is entitled to relief under this Agreement as a result of such event.
- b. If default under Section 12.2.a occurs and if the nature of the default does not create an emergency situation which threatens imminent harm to persons or property, then City shall deliver a written notice to Parking Operator describing the default and the time frame in which to cure the default along (such cure period shall not be less than thirty (30) days from the date of the City's notice) with a termination date if default is not cured. City in its discretion may extend the termination date to a later date. If Parking Operator cures such default to City's satisfaction before the termination date, then the proposed termination shall be ineffective. If Parking Operator does not cure the default before the termination date, then City may terminate its performance and Parking Operator's rights under this Agreement as of such date, at no further obligation of the City. If default occurs and if the nature of the default creates an emergency situation which threatens imminent harm to persons or property, then City is not obligated (but may elect in its sole discretion) to deliver to a written notice to Parking Operator describing the default and the time frame in which to cure the default along with a termination date if default is not cured.
- c. To effect termination, City must notify Parking Operator in writing. After receiving the notice, Parking Operator shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement.
- d. Within thirty (30) days after the termination date, Parking Operator shall submit an invoice for any Reimbursable Expenses due for periods prior to termination (including otherwise permitted unamortized Equipment and Vehicle costs and the cost of paying off any Equipment or Vehicle leases, as applicable, and as provided elsewhere in this Agreement), less any offsets and to the extent the City has not previously issued payment. The City shall remit payment of the final invoices within 30 days of receipt of same, provided such invoices conform to all requirements set forth in this Agreement.

- e. In the event of termination due to Parking Operator's failure to fulfill its obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, Parking Operator shall be liable to the City for any additional reasonable costs occasioned to the City thereby.

12.3. TERMINATION FOR CAUSE BY PARKING OPERATOR

- a. Parking Operator has no right to terminate this Agreement for convenience.
- b. Parking Operator may terminate its performance under this Agreement only if:
 - i. the City fails to pay Parking Operator any amount in excess of \$25,000 due and owing under this Agreement (unless such payment is the subject of a good faith dispute), provided that Parking Operator has provided City written notice of such failure and either (A) such failure is disputed and City's obligation to make such payment has become binding in a binding settlement agreement or by the issuance of a court order by a court of competent jurisdiction, and City subsequently failed to pay such confirmed amount within thirty (30) days of the date required in such settlement agreement or by such court order, or (B) such failure continued undisputed for at least thirty (30) days after the date that the Parking Operator notified the City of such failure, Parking Operator may cease operations and terminate this Agreement; or
 - ii. any material breach by the City of any other material obligation under this Agreement which substantially frustrates or renders it commercially unreasonable for Parking Operator to perform all or a substantial part of its obligations or to exercise all or a substantial part of its rights under this Agreement, and such condition continues unremedied for a period of sixty (60) Days following written notice thereof from Parking Operator to the City.
- c. If a default occurs and the Parking Operator decides to terminate this Agreement, Parking Operator must deliver a written notice to City describing such default and the proposed date of termination. The date must be at least one hundred twenty (120) days after City receives notice. Parking Operator, in its reasonable judgment, may extend the proposed date of termination to a later date. If the City cures the default before the proposed termination date, then the proposed termination shall be ineffective. If the City does not cure the default prior to the proposed termination date, then Parking Operator may terminate its performance under this Agreement on the termination date.
- d. In the event of termination under this Section 12.3, Parking Operator shall invoice the City, and the City shall remit payment to Parking Operator, as contemplated in Section 12.1.c, including the time frames specified therein.

12.4. WAIVER OF CLAIMS

- a. This Section 12.4, together with the other provisions of this Agreement expressly referred to in this Section 12.4, contain the entire and exclusive provisions and rights of City and the Parking Operator regarding termination of this Agreement. PARKING OPERATOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS EXPRESSLY DUE UNDER THE AGREEMENT UP TO DATE OF TERMINATION.

- b. Termination of this Agreement, or any portion thereof, shall not relieve the Parking Operator, insurer, or any surety or other financial institution that provides a bond or security, of its obligation for any claims arising prior to termination, including arising out of any Services performed or as a result of any Parking Operator breach or default.
 - i. If only a portion of the Services are terminated, Parking Operator shall continue to complete the remaining portions of the Services that were not terminated in accordance with this Agreement.
 - ii. Any termination payment to Parking Operator will be calculated in accordance with Section 12.2 and each other applicable provision of this Agreement. Any such termination payment constitutes the Parking Operator's exclusive remedy for a termination hereunder.
 - iii. In the event that the amounts owed by Parking Operator to City exceed the amount of any otherwise applicable termination payment from City to the Parking Operator, the Parking Operator shall reimburse and pay City within thirty (30) days of receipt of an invoice with respect to the amount owed.
- c. Termination of this Agreement is not Parking Operator's sole remedy for non-payment (de minimis or otherwise) or other City defaults and Parking Operator reserves all rights against the City, except for those rights expressly waived by Parking Operator under this Agreement.

12.5. REDELIVERY

12.5.1. General Redelivery Obligation and Conditions Requirement.

Parking Operator shall, upon termination or expiration of this Agreement, quit and deliver up all Facilities and Equipment which it then currently uses to the City peaceably, quietly, and in a state of good repair and otherwise reflecting Parking Operator's compliance with this Agreement, normal wear and tear excepted, and deterioration due to any Excluded Obligations and Liabilities excepted. This provision in no way implies that Parking Operator has a possessory interest in the Facilities.

12.5.2. Inventory and Other Assets.

- a. Parking Operator shall provide a full list of all spare parts, equipment, expendables and consumables inventory in stock and certify that there is sufficient such inventory to ensure the safe and reliable operation of the service in accordance with the requirements of the SOP (or such other standard as notified by City) at the time any successor operator or Service provider, including City, begins operations. Parking Operator shall provide a list of suppliers and lead-times and shall ensure that the spare parts, expendables and consumables are either in stock or on order sufficient inventory to guarantee no service interruptions.
- b. In the event that such inventory is not fully stocked by Parking Operator, an amount equal to the cost of restocking and completing such inventory shall be deducted from any remaining compensation, if any, due to the Parking Operator or otherwise payable by it within thirty (30) days after the date of the end of the Term. A ten percent (10%) markup

shall be applied to the inventory that is restocked, and all direct labor costs required to restock shall also be deducted from compensation.

- c. Parking Operator shall ensure that all other property, Equipment, tools are appropriately stored and secured and a record of their location provided to the City. Parking Operator shall provide a list of any assets that are not currently on City property (if any) and documentation about their location.

12.5.3. Audit and Tracking Log.

- a. Not less than thirty (30) days prior to the date of expiration or termination of the Agreement, City and the Parking Operator shall conduct a joint audit of the Facilities and Equipment to confirm compliance with any requirements under the SOP and the Agreement and to guarantee the smooth transition and continued operations of the service.
- b. No later than thirty (30) days prior to the scheduled end of the Term, and otherwise in the event of early termination within ten (10) days of notice of termination, Parking Operator shall provide to City for its review and acceptance (and thereafter update and maintain, subject to City review and acceptance) a log of Subcontracts, Permits, assets, warranties, and all documents required to be produced in the course of work under the SOP and the Agreement, and other materials, matters, and things, which are subject to assignment and transfer in accordance with the following.

12.5.4. Assignments and Transfers.

- a. On the date of expiration or termination of the Agreement, the Parking Operator shall, unless City elects in writing to the contrary, assign, transfer, and deliver to City and/or any Person designated by City, for no additional payment (but subject to the continuing right of Parking Operator to reimbursement of its Reimbursable Expense with respect to the same):
 - i. the benefit of any and all Subcontracts and/or other direct contractual arrangements (as may be reasonably required by City) that the Parking Operator may have with any third parties in relation to the Services, provided that any such assignment shall be deemed a release of Parking Operator for any liabilities arising under such Subcontracts or other contractual arrangements after the effective date of assignment;
 - ii. all records and other Work Product and Data by whatever means City reasonably requires that are in the possession, custody or power of the Parking Operator;
 - iii. all Permits;
 - iv. its rights, title and interest in and to Equipment and Vehicles;
 - v. all keys, access codes or other devices required to operate the Services;
 - vi. any other physical asset used from time to time by the Parking Operator or a Subcontractor to perform its obligations under this Agreement or any Subcontract;

- A. including any element (whether or not part of or present at the Facilities), plant or machinery, equipment, spare parts, and tools, and including in each case all transferrable warranties with respect to the same; but
 - B. excluding those which are not fixtures, are not owned by the Parking Operator, and were not purchased primarily or exclusively with Project funds or revenues;
- vii. warranties associated with the foregoing transferred assets; and
- viii. in the case of software, upon expiration or termination of this Agreement for any reason, subject to any provisions expressly limiting the terms of such transfer including to the extent such constitutes Intellectual Property and specifically excluding Aeroparker software.
- b. In addition to the foregoing, Parking Operator shall take such action as may be necessary, or as City may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Parking Operator and in which City has or may acquire an interest.

12.5.5. Transition, Training and Employee Transition.

- a. Upon City's written request, the Parking Operator shall, subject to the right to receive payment to the extent such would qualify as Reimbursable Expenses, perform the services set out in this Section (or any part thereof, as specified by City):
 - i. with respect to the scheduled end of the Term, during the period (or any part thereof, as specified by City) beginning at least six (6) months prior to the expiration of the Term and ending upon expiration of the Term; or
 - ii. with respect to an earlier termination of the Agreement, during the period (or any part thereof, as specified by City) beginning on the date of notice of termination and ending upon the effective date of termination.
- b. Upon City's written request during such period established under Section 13.5.5.a above:
 - i. Parking Operator shall for City approval, prepare, maintain, and implement a plan for the orderly transition of the Facilities, Equipment, and Services to the City, and/or to the City's designees or the City's designated replacement or succeeding Parking Operator; and
 - ii. Parking Operator shall provide classroom and on-the-job training of City personnel, and/or those of its designee and/or any replacement or succeeding Parking Operator in accordance with any transition plan approved by City in accordance and otherwise with the Parking Operator's staffing plan included in the Agreement and SOP then in effect. Subject to any practical limits created by the City's approved Budget of Reimbursable Expenses, and recognizing that Purchase Operator may have had no role in selecting the City or successor operator's personnel, such training must be sufficient to ensure the competence of such personnel to allow City (and any designated subsequent parking operator) to assume responsibility for the Services of the Agreement.

- c. Upon City's written request, during the transition period, the Parking Operator shall promptly (for itself and with respect to each of its Subcontractors):
 - i. deliver to the City such employment records, terms, and conditions, and other relevant information for purposes of review by City and/or its designee and/or any replacement or succeeding Parking Operator as City may request, including a complete roster of personnel, taking into account any limitations on disclosure under Law, including without limitation all laws pertaining to Privacy Records, or any collective bargaining agreement applicable to the Airport; and
 - ii. permit and facilitate such interviews of individual employees (of itself and its Subcontractors) for positions following the date of expiration or termination of the Agreement with City and/or its designee and/or any replacement or succeeding Parking Operator,in each case as City may request, with the express written consent of the individual affected employees to the extent such information identifies individual Persons.
- d. City is entitled itself or through a designee or replacement or succeeding Parking Operator to subsequently and independently hire any, all, or no such employees in its and their discretion. For certainty, under no circumstances shall any such new employer be liable for claim or loss of any kind or character whatsoever, in Law or in equity, with respect to such employee's prior employment (including with respect to any pension, benefit, or wages accrued or owed) or which the employee has or may have for any period prior to and including the date of the termination of their prior employment or at any time thereafter that they may have against the Parking Operator including claims for breach of contract, wrongful dismissal, unpaid wages, unfair dismissal, redundancy payment, any and all forms of employment discrimination in violation of any Law, any and all suits in tort, equal pay or any other claims or rights of action whatsoever or howsoever arising in connection with their employment with the Parking Operator or their termination.
- e. The Parking Operator is prohibited from entering into any agreement (including any agreement with a Subcontractor) which creates any restrictions that would hinder personnel at any tier from accepting offers of employment City, a designee or replacement or succeeding Parking Operator following expiration or termination of this Agreement.

12.5.6. No Contrary Activities.

The Parking Operator shall not take any action (or refrain from taking any action), nor shall Parking Operator permit any Subcontractor under the terms of its Subcontract with Parking Operator, to take any action or refrain from the same, in a manner that is calculated or intended to directly or indirectly prejudice or frustrate any of the activities or City rights contemplated under this Section 12.5.6.

ARTICLE 13 FINANCING, LIENS AND ENCUMBRANCES

13.1. PARKING OPERATOR FINANCING

Parking Operator will have the right to secure financing from a third party for (i) the acquisition of Vehicles and (ii) with the prior approval by City, otherwise for Equipment in connection with

the Services and support of the work contemplated by this Agreement (the “Parking Operator Financing”), if the following terms and conditions are satisfied:

- a. the Parking Operator Financing is made on commercially reasonable terms acceptable to the City, and Parking Operator has provided documentation of the proposed Parking Operator Financing to City, and the City has confirmed that it complies with this Article 13.1(such confirmation not to be unreasonably withheld);
- b. any Parking Operator Financing costs to be reimbursed as Reimbursable Expenses must be approved as part of the Budget or otherwise approved by the City in writing;
- c. Parking Operator Financing will not create any lien or encumbrance on the Facilities which would violate Section 13.3 or any Equipment other than the Equipment which is the subject of the financing;
- d. the City will have no liability whatsoever (except to Parking Operator under the terms of this Agreement) for the payment of the principal sum secured by any Parking Operator Financing, or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and the Secured Party will not be entitled to seek any damages or other amounts against the City for any or all of the same;
- e. each Parking Operator Financing will provide that if Parking Operator is in default under the Parking Operator Financing and the default is continuing and the secured party gives notice to Parking Operator, City shall also be given notice;
- f. subject to the terms of this Agreement, all rights acquired by a secured party under any Parking Operator Financing will be subject and subordinate to all of the provisions of this Agreement and to all of the rights of the City hereunder; and
- g. no Parking Operator Financing shall extend beyond the then scheduled expiration of the Term unless approved by the City.

13.2. BONDS

- a. The Parking Operator understands that the parking Facilities were previously financed with the proceeds of tax-exempt debt (the “Tax-Exempt Bonds”). In connection with the issuance of the Tax-Exempt Bonds, SAT made covenants (the “Bond Covenants”) with the holders of the Tax-Exempt Bonds that the parking Facilities would be used in a manner that assures that the Tax-Exempt Bonds continue to qualify as obligations within the meaning of Sections 103 of the Internal Revenue Code (the “Code”).
- b. The Parking Operator agrees not to use or permit the use of the Tax-Exempt Facilities in a manner which it knows or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Tax-Exempt Bonds under Section 103 of the Code. Moreover, in furtherance thereof, if the Parking Operator agrees to provide SAT such information in its possession with respect to the use of the parking Facilities in order that City may timely respond to any questions posed to it by the Internal Revenue Service. In furtherance hereof, the Parking Operator agrees that: (i) the compensation hereof is reasonable (ii) the Term of Contract shall not exceed the eighty percent (80%) of the remaining economic life of the parking Facilities, (iii) City retains risk of loss for the Parking facilities, and (iv) the Parking

Operator shall not take any depreciation or amortization with respect to the Parking facilities nor shall it take an inconsistent tax position with that of SAT being the owner of the Parking facilities.

- c. If Parking Operator is not paid amounts due to Parking Operator under this Agreement because of its subordinate status with respect to the Tax-Exempt Bonds, then under such circumstance the City shall not be in default of this Agreement but Parking Operator shall have the right to terminate the Agreement upon written notice to City, without waiving its right to be paid any outstanding amounts. Without being treated as a default or a termination under such Section, the City will have equivalent rights to cure, and obligations to pay compensation, as provided for under Section 12.3.

13.3. OTHER LIENS AND ENCUMBRANCES

- a. A lien cannot be placed on public real property. If any mechanics' liens or other liens or orders for the payment of money shall be filed against the Facilities, or any portion thereof, (i) by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to or for the Parking Operator, or (ii) for or by reason of any change, alteration, or addition made or authorized by Parking Operator, then Parking Operator shall within thirty (30) days cause the same to be canceled and discharged of record, by bond or otherwise at the election and expense of the Parking Operator, and shall also defend on behalf of the City, at the Parking Operator's sole cost and expense, any action, suit, or proceeding which may be brought or for the enforcement of such lien, liens, or orders.
- b. Parking Operator further covenants and agrees that it shall not make any contract or agreement, either oral or written, for the construction, alteration, or repair of the Facilities (i) without providing in such contract or agreement that no lien or claim shall be created, arise, be filed, or maintained by anyone upon or against the Facilities or any of the appurtenances, equipment, machinery, or fixtures, and (ii) without procuring from the architect, engineer, contractor or contractors, materialmen, mechanics, persons, firms, or corporations named in any such contract or agreement, a written waiver of all right of lien which said architect, engineer, contractors, materialmen, mechanics, persons, firms, or corporations might otherwise have or claim upon the estate or interest of the City in the Facilities or the items furnished by the Parking Operator. The Parking Operator agrees that before any work shall begin or material be furnished it shall exhibit and cause to be delivered to City said original waiver or waivers of lien. The Parking Operator shall, upon written demand from City, stop any and all work and delivery of materials if such waivers of lien are not delivered as required by this Agreement, and it is expressly understood and agreed, and notice is given, that no persons, firms, or corporations furnishing labor, material, or service for the construction, repairing, reconstruction, or the making of the alterations or additions to any of the Facilities shall have any lien upon the Facilities or any part or portion of the Facilities.

13.4. NO AUTHORITY TO BIND CITY

This Agreement does not, expressly or impliedly, grant Parking Operator authority to bind the City for the payment of any money in connection with the construction, renovation, installation, repairs, alterations, additions, or reconstruction work relating to the Facilities or any part or portion of the Facilities, nor is there any authority given to Parking Operator, directly or indirectly, to permit any mechanic's, materialmen's, or contractors' liens to arise against the Facilities or any

part or portion of the Facilities, and the Parking Operator expressly agrees that it shall keep and save the Facilities and the City harmless from all costs and damages resulting from any such liens or lien of any character created through any act or thing done by the Parking Operator.

ARTICLE 14 COMPLIANCE MATTERS

14.1. FEDERAL COMPLIANCE

Parking Operator agrees to abide by the requirements shown in Schedule 4, Federally Required Contract Provisions.

14.2. TITLE VI ASSURANCES

Parking Operator shall comply with applicable non-discrimination provisions required by the United States of America, including but not limited to the provisions of 49 CFR Part 21. These provisions are inclusive of any amendments which may be made to such regulations. Further, Parking Operator shall include the summary of the provisions of 49 CFR Part 21, as may be amended, in subcontracts it enters into under this Agreement. This summary is set forth in Schedule 4, attached and incorporated herein.

14.3. AIRPORT SECURITY AND BADGING

Parking Operator shall comply with all Airport, Transportation Security Administration ("TSA"), Federal Aviation Administration ("FAA") and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the Parking Operator's non-compliance with the provisions of Title 49 Code of Federal Regulations, Parts 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the Parking Operator's operations. Within ten (10) days of notification in writing, Parking Operator shall reimburse the City for any fine or penalty assessed against the City because of Parking Operator's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations. Parking Operator shall be responsible for any requirements (and costs associated therewith) of the Federal Aviation Administration, Department of Homeland Security, and the Airport and City (as applicable) regarding employee background checks and badging.

14.4. SUBORDINATION TO THE UNITED STATES GOVERNMENT

- a. The Parties covenant and agree that this Agreement shall be subordinated to the provisions of any existing or future agreement or assurances between the Parking Operator and the United States federal government, the execution of which has been or shall be required as a condition precedent to the granting of federal funds or the approval to impose or use PFCs for the development of the Airport.
- b. In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates such agreement referred to in the conflicts with or violates such agreement referred to in the prior paragraph, the City shall promptly notify Parking Operator of such conflict or violation, and work with Parking Operator to amend, alter or otherwise modify the terms of this Agreement in order to resolve such conflict or violation in a manner reasonably acceptable to both Parties.

ARTICLE 15 MISCELLANEOUS

15.1. TAXES

- a. Parking Operator shall pay all taxes of whatever character that may be levied or charged upon Parking Operator's operations hereunder and upon Parking Operator's rights to use the Facilities and Equipment.
- b. Only sales taxes imposed on materials, goods and services purchased or procured by Parking Operator in connection with the Services will, to the extent the associated cost of such materials, goods or services is itself a Reimbursable Expenses, be subject to reimbursement as Reimbursable Expenses. In all other cases, except as provided immediately below, taxes will be the Parking Operator's cost and expense without any such right of reimbursement.
- c. Specifically with respect to any parking or sales tax on parking privileges that may be instituted, Parking Operator shall be responsible for collection of such taxes from the parking customer and for remittance of all such taxes to the appropriate tax authorities. All such taxes shall be deemed Reimbursable Expenses.
- d. Parking Operator shall have the right to contest in good faith and by all appropriate proceedings the amount, applicability, or validity of any tax assessment at its own cost or expense.

15.2. PERMITS AND LICENSES

- a. Parking Operator shall obtain, maintain, and pay for, subject to reimbursement as Reimbursable Expenses (to the extent such relates or is required solely for this Agreement and performance of the Services), all Permits and other licenses necessary or required by Law for performance of the Services, including the construction of improvements and the installation of equipment and furnishings, as necessary for the conduct of its operations hereunder.
- b. Parking Operator shall immediately notify City of any suspension, revocation, or other detrimental action against any such Permit or license.

15.3. DISPUTE RESOLUTION

The Parties agree to the dispute resolution provisions attached as Schedule 5.

15.4. ATTORNEYS' FEES

In the event that the City brings any action, suit, or proceeding to ensure compliance with this Agreement, Parking Operator shall pay the City reasonable attorney's fees, in an amount allowed by the Court in said suit, action, or proceedings if the City is successful in such action, suit or proceeding.

15.5. NO THIRD-PARTY BENEFICIARY

This Agreement is made for the benefit of the parties hereto, and nothing herein shall be construed to create any right or benefit enforceable by any third party.

15.6. RELATIONSHIP OF THE PARTIES

This Agreement is not and is not to be construed as a lease. The right to use the Facilities is entirely dependent upon and is nothing more than incident to the existence of the rights and privileges granted by this Agreement. Parking Operator shall in no instance be deemed to have acquired any possessory rights against the City in or to the Facilities set forth in Exhibit C and Parking Operator shall not be deemed to be a tenant of the City.

The City and Parking Operator agree that no partnership relationship between the parties hereto or joint venture between City and Parking Operator is created by this Agreement, and Parking Operator is not made the agent or representative of the City for any purpose or in any manner whatsoever. Parking Operator shall be an independent contractor at all times.

15.7. DESIGNATION OF REPRESENTATIVES

- a. Each Party shall designate a senior representative or representatives who shall be:
 - i. authorized to make decisions and bind the Parties on matters relating to the Agreement, which authority shall be limited as set out in any notice designating such representative and which authority shall not be construed as altering the requirements of Section 15.11 that any amendment or waiver be in written form; and
 - ii. available to attend meetings, including in person, to be regularly scheduled between the Parties, for the purposes of facilitating a collaborative working relationship between the Parties, monitoring the progress of the Services, and assisting with issues that may arise from time to time.
- b. The Director is the initial designated representative of the City and the General Manager is the initial designated representative of Parking Operator, each with authority to make decisions for and bind such Party on matters relating to the Agreement. Either Party may change its designated individuals by a subsequent notice to the other Party.
- c. The Parties may also by notice designate other representatives who shall be authorized to investigate and report on matters, and to negotiate on behalf of each of the Parties, but who do not have authority to bind City or the Parking Operator.

15.8. PRESERVATION OF CONTRACTING INFORMATION

- a. The requirements of Subchapter J, Chapter 552, Texas Government Code, shall apply to this Agreement and the Parking Operator agrees that this Agreement can be terminated if the Parking Operator knowingly or intentionally fails to comply with a requirement of that subchapter. As the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Agreement, then for the duration of this Agreement (including the initial term, any renewal terms, and any extensions), Parking Operator shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which

record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five (5) business days after receiving a request from City, Parking Operator shall provide any Contracting Information related to this Agreement that is in the custody or possession of Parking Operator. Upon the expiration or termination of this Agreement, Parking Operator shall, at City's election, either (a) provide, at no cost to the City, all Contracting Information related to this Agreement that is in the custody or possession of Parking Operator, or (b) preserve the Contracting Information related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy.

- b. If Parking Operator fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, City shall provide notice to the Parking Operator and may terminate this Agreement. To effect final termination, the Parking Operator must notify Parking Operator in writing with a copy of the notice to the City. After receiving the notice, Parking Operator shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

15.9. INDEPENDENT CONTRACTOR

Parking Operator shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

15.10. SEVERABILITY

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

15.11. AMENDMENTS AND WAIVERS

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Parking Operator.

15.12. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of San Antonio.

15.13. STANDARDS FOR CONSENTS

- a. Except as otherwise expressly provided in this Agreement, where this Agreement provides that any consent, approval or like assent is to be made or given in the "discretion" of a Person, it shall be made or given only in the sole and absolute discretion of such Person (which discretion includes the ability to refrain from giving, or to impose conditions on, such consent, approval or like assent).

- b. Where this Agreement provides that any matter or information shall be submitted to City for its approval, then City shall give its determination in writing and may reject such submission in its discretion, except where expressly provided otherwise in this Agreement.
- c. Where this Agreement requires one Party to provide a consent, approval or like assent to the other Party and no express standard for such consent, approval or like assent is given (including through the use of the defined term approval), then such consent, approval or like assent shall be in writing and:
 - i. with respect to Parking Operator, not be unreasonably withheld; and
 - ii. with respect to City, be in its discretion.

15.14. NOTICES

- a. Unless the context otherwise requires, any reference to a “notice” in this Contract means a notice, request, demand, instruction, submittal, or other communication.
- b. All notices to either Party to the Agreement must be in writing and must be delivered by hand, United States registered or certified mail (return receipt requested), United States Express Mail, Federal Express, UPS, or any other national overnight express delivery service, or by email (including any attachment in a generally accessible format) and/or any other form of digital delivery approved by City. The notice must be addressed to the Party to whom the notice is given at its address set out below or other address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges must be paid by the Party giving the notice.
- c. The initial addresses of the Parties, which one Party may change by giving written notice of its changed address to the other Party, are as follows:

To City:

City of San Antonio
Aviation Department
9800 Airport Blvd.
San Antonio, TX 78216
Attn: Michael Garnier
Chief Finance and Administration Officer

To the Parking Operator:

SP Plus Corporation
16200 Brookpark Road 2nd Floor
Cleveland, OH 44135
Attn: Jason Finch
President – West Airports

With a copy to:

SP Plus Corporation
Attn: Legal Department
200 East Randolph Street, Suite 7700

Chicago, IL 60601

- d. Notices shall be deemed effective:
 - i. if delivered by email or equivalent digital means, when recorded as delivered;
 - ii. if delivered by mail or courier, three (3) Business Days after mailing in accordance with this Section; and
 - iii. if delivered personally, upon receipt,
- in each case where delivery on a Business Day before or at 4:00 pm Central Time shall be deemed to be delivery on such Business Day, and delivery after 4:00 pm Central Time shall be deemed to be delivered on the following Business Day.

15.15. NON-WAIVER AND LIMITATION ON RELIANCE

- a. If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.
- b. Parking Operator may rely on approvals, any other consent, approval, or like assent, and any notice from City only for the limited purpose of establishing that the approval, or any other consent, approval or like assent, occurred, or any notice was given. Any such approvals, any other consent, approval, or like assent, and any notice, by City, is otherwise for the sole benefit of City.
- c. An approval by City of any part of Parking Operator's performance shall not be construed to waive compliance with this Agreement or to establish a standard of performance other than required by this Agreement or by Law.
- d. Except as otherwise expressly provided in this Agreement, no City approval, consent, notice, comment, response, review, oversight, check, test, inspection, certification, concurrence, verification, oversight, or payment, and no absence of any of the foregoing, shall in any case be deemed or construed as
 - i. a waiver of compliance with this Agreement, or of any rights under this Agreement of any legal or equitable right of City;
 - ii. establishing a standard of performance other than that required by this Agreement and by Law;
 - iii. any kind of representation or warranty, express or implied, by City, or be relied upon by Parking Operator in determining whether Parking Operator has satisfied the requirements of this Agreement;
 - iv. acceptance of Services as satisfying the requirements of this Agreement; and
 - v. relieve Parking Operator from, or diminish Parking Operator's liability for, the performance of its obligations under this Agreement;

- vi. estop or prevent City from subsequently exercising its rights under this Agreement without being bound by the manner in which they previously exercised (or refrained from exercising) such rights;
- vii. prejudice City's rights against Parking Operator, whether under this Agreement, including any cause of action it may have arising out of this Agreement, or Law; or
- viii. be asserted by Parking Operator against City as a legal or equitable defense to, or as a waiver of or relief from, Parking Operator's obligation to fulfill the requirements of the Agreement.

15.16. NO WAIVER OF GOVERNMENTAL AUTHORITY

Nothing in this Agreement shall be construed to abrogate or impair any governmental power and authority to regulate the prices, terms of service, and other operations of Parking Operator to the full extent allowed by law, regardless of whether such regulation is imposed by the City or by other governmental authority. Parking Operator understands that such governmental power and authority may not lawfully be bartered for or contracted away, anything in this Agreement to the contrary notwithstanding.

15.17. ENFORCEMENT

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Parking Operator shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Parking Operator's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

15.18. SURVIVAL

Parking Operator shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including, but not limited to, the indemnity provisions.

15.19. PUBLICITY

Parking Operator shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by City. The City hereby agrees that Parking Operator may include the City in its client lists and may disclose the existence of this Agreement in its regulatory filings.

15.20. PARTIES IN INTEREST

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Parking Operator only.

15.21. SUCCESSORS AND ASSIGNS

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out

in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

15.22. BUSINESS STRUCTURE AND ASSIGNMENTS

- a. Parking Operator shall not, directly or indirectly assign or permit the transfer or assignment of this Agreement at law or otherwise (including as a result any direct or indirect transfer of equity or ownership interests in Parking Operator that results in any change in the Person or Persons that has direct or indirect control of Parking Operator), or dispose of all or substantially all of its assets, without City's prior written consent in its discretion.
- b. Nothing in this clause, however, prevents:
 - i. the assignment of accounts receivable or the creation of a security interest under Section 9.406 of the Texas Business & Commerce Code, provide that Parking Operator shall immediately furnish City with proof of the assignment and the name, telephone number, and address of the assignee and a clear identification of the fees to be paid to the assignee;
 - ii. any bona fide open market transaction in securities effected on a recognized public stock exchange, excluding (A) such transactions involving an initial public offering of Parking (whether through a direct offering or an offering of an intermediate holding company or an acquisition by a special purpose acquisition company) and (B) any transactions resulting in any change in the Person or Persons that has direct or indirect control of Parking Operator; and
 - iii. a bona fide upstream reorganization within, or any other transfer of interests between or among, a group of Persons under common control of direct or indirect ownership interests in Parking Operator or of any intermediate entity in the chain of ownership of Parking Operator, so long as there is no substantive change in the entity or group of entities that ultimately have (individual or collective) control of Parking Operator.
- c. Notwithstanding the foregoing, the Parties acknowledge that:
 - i. on October 5, 2023 Metropolis Technologies, Inc. and the Parking Operator announced an agreement by which Metropolis Technologies, Inc. will acquire the Parking Operator, and that such acquisition has not yet been completed as of the Effective Date; and
 - ii. although, based on information disclosed prior to the Effective Date, the City has not identified any reason to withhold consent under this Section 15.22, on or about the date of closing of such acquisition the Parking Operator will submit a formal request for City consent, in form and substance reasonably acceptable to the City (accompanied by customary certifications), and the City will in reliance on such submission promptly provide consent, not to be unreasonably withheld.

15.23. REMEDIES CUMULATIVE

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies that exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

15.24. COSTS AND EXPENSES OF THE PARTIES

- a. Each Party is responsible for paying its own costs and expenses incurred in connection with the procurement, negotiation, preparation, execution, and delivery of this Agreement.
- b. Except as otherwise provided in this Agreement, each Party shall perform its obligations in accordance with this Agreement at its own cost and risk.

15.25. SIGNATURES


- a. The Parties have executed this Agreement in multiple copies, each of which is an original.
- b. Each person signing this Agreement represents and warrants and also as of the Start Date that they are duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Each of the foregoing representations and warranties is deemed given as of the Effective Date and as of the Start Date.
- c. The Parties hereby further agree that each party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, shall be as good, binding, and effective as an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and Parking Operator, personally or by their duly authorized agents, have executed this Agreement as of the day and year first above written.

SP Plus Corporation:

City of San Antonio:

By: 

By: _____

Name: Jason Finch

Name: Erik J. Walsh

Title: President – West Airports

Title: City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

[Signature Page to Parking Optimization Agreement]

SCHEDULE 1: Representations and Warranties of Parking Operator

The Parking Operator hereby represents and warrants to City that each representation and warranty set below is true and correct as of the Effective Date and also as of the Start Date. The Parking Operator acknowledges that City entered into this Agreement, in reliance on these representations and warranties.

1. Parking Operator Organization; Power and Authority; Authorization; Qualifications

Parking Operator:

- a. is a corporation, duly formed, validly existing and in good standing in accordance with the laws of the State of Delaware;
- b. has the corporate power and authority to execute, deliver and perform the Agreement;
- c. possesses all valid Permits, licenses, certifications, and accreditation required by Law or under the terms of the Agreement in order to perform the Services in Texas; and
- d. is duly qualified to do business in, and in good standing with the Secretary of State in, Texas and will remain in good standing throughout the Term of the Agreement and for as long thereafter as any obligations remain outstanding under the Agreement.

2. No Conflicts

The execution, delivery and performance by Parking Operator of the Agreement does not and will not contravene any:

- a. Law applicable to Parking Operator that is in effect on the date of execution and delivery of the Agreement;
- b. organizational, corporate or other governing documents of Parking Operator; or
- c. agreement, instrument, Permit, judgment or decree to which Parking Operator is a party or is bound.

3. No Default; No Breach

- a. Parking Operator is not currently in default under the Agreement, and to the best of Parking Operator's knowledge no fact or event exists that with the passage of time or giving of notice would constitute a default by Parking Operator under the Agreement.
- b. Parking Operator is not in breach of any Law that would have a material adverse effect on the Parking Operator's performance of Services or the performance of any of the Parking Operator's obligations under the Agreement.

4. Legal Proceedings

- a. There is no criminal, civil, enforcement or other action, suit, proceeding, investigation or litigation pending or served on or against Parking Operator that:
 - i. challenges Parking Operator's authority to execute, deliver or perform the Agreement:

- ii. challenges the validity or enforceability of the Agreement;
 - iii. challenges the authority of any Parking Operator representative executing the Agreement; or
 - iv. could reasonably be expected to have a material and adverse effect on the ability of Parking Operator to perform its obligations under the Agreement; or
- b. There is no un-served or threatened action, suit, proceeding, investigation or litigation against Parking Operator with respect to any of the matters referred to above of which Parking Operator is aware and has not previously disclosed in writing to City.

5. Intellectual Property

- a. The Parking Operator has all rights necessary to comply with its obligations under the Agreement without giving rise to any claim for intellectual property infringement by any third party.

6. Debarment

- a. The Parking Operator is not subject to any debarment, suspension, or other disciplinary action by any Governmental Authority, or is not currently debarred for violations of any applicable public contracts incorporating labor standards provisions or included on any applicable list thereof.

SCHEDULE 2: Scope of Services and Performance Standards

1. SUMMARY OF SERVICES TO BE PROVIDED

- a. The Parking Operator shall provide comprehensive operations, maintenance, and management services for public and employee parking, ground transportation functions and shuttle bus services, commercial vehicle management and maintenance, revenue collection activity, tracking and performance reporting at the Airport, including operations, management and maintenance services for the Facilities and Equipment, and marketing and promotion of such parking and ground transportation services, in accordance with the requirements of this Schedule 2, the Responsibilities Matrix, and the rest of this Agreement.
- b. Services as set out in this Schedule 2 and defined in the Agreement include all aspects of the end-to-end passenger/customer journey within the parking experience, supporting an integrated airport journey to achieve seamless experience, and contributing to service excellence throughout the Airport.
- c. Section 2 of this Schedule 2 addresses Parking Operator's administrative obligations, including record-keeping, reporting, planning and coordination with the City and Airport. Section 3 of this Schedule 2 sets forth the requirements applicable to operation of the public and employee parking services, shuttle bus services, and maintenance obligations. Section 4 of this Schedule 2 sets forth the Contractor's obligations with respect to the financial coordination of the Services.
- d. Annex A to this Schedule 2 sets forth performance standards for elements of the Services as well as aspects of the Services which shall be subject to more detailed performance standards to be developed and mutually agreed by the Parties from time to time.
- e. Annex B to this Schedule 2 sets for the Responsibilities Matrix as adapted from the RFP.

2. ADMINISTRATION

2.1. Records and Reporting

Without limiting Parking Operator's obligations under the Agreement, including Section 6.2 (Books and Records of Parking Operator):

2.1.1. *Inventory.*

Parking Operator shall maintain an accurate inventory at all times during the Term of all Equipment provided by the Authority for use under this Agreement, as well as all other after acquired Equipment, as such Equipment may be changed from time to time, along with an accounting of the disposition or acquisition of any Equipment during each Contract Year.

2.1.2. *Maintenance Records.*

Parking Operator shall keep detailed records of all maintenance and repairs to Facilities and Equipment. The maintenance records shall include, as a minimum, the date, nature, warranty information, and cost of the maintenance or repair.

2.1.3. *Safety Reporting.*

- a. Parking Operator shall immediately notify the City and Aviation Department and, with respect to any event, report, discovery, or investigation of any theft, robbery, fraud, fire, or significant damage to SAT, the Facilities, Equipment, or private property, any release of hazardous materials in the Facilities or by Parking Operator, or any other incident that poses a potential risk to the health, safety, or security of any person (including customers), the environment, the community or property.
- b. In all cases, Parking Operator shall provide a written report within twenty-four (24) hours to the Parking Division, or its successor division describing: (i) such incident; (ii) the amount of the resulting loss, if applicable, as reasonably can be determined; and (iii) the action Parking Operator has taken or intends to take in response to such incident. Parking Operator shall otherwise fully document such incidents, any resulting losses or claims, and its responses to such incidents.
- c. Procedures for handling the types of incidents described above shall be included in the SOP and approved by City before the end of the Transition Period.

2.1.4. *Ongoing Financial Reporting.*

- a. Parking Operator shall deliver, pursuant to the schedule set forth in the SOP, reconciliations of Gross Receipts, deposits, payroll, headcount, non-revenue transactions, and other matters, in each case as requested by City and as otherwise specified to in the SOP. Monthly reconciliations shall include the City Bank of Record and the PARCS, PARIS or other Accounts Receivable Software used by the Parking Operator, and WebParcs systems. Daily reconciliations shall include Gross Receipts and deposits.
- b. Each such statement shall be in a format approved by City and, with respect to Monthly Statements, and shall be dated and certified as complete and correct under pains and penalties of perjury by Parking Operator's designated representative.

2.1.5. *Annual Financial Reporting.*

Parking Operator shall deliver to City within one hundred twenty (120) Days after the end of each Contract Year a copy of the audited balance sheets of Parking Operator at the end of each such Contract Year and the related audited statements of income, changes in equity and cash flows for such Contract Year, including, in each case, the notes thereto, together with the report thereon of the independent certified public accountants of the Parking Operator, in each case in a manner and containing information consistent with the Parking Operator's current practices and certified by the Parking Operator's chief financial officer that such financial statements fairly present the financial condition and the results of operations, changes in equity and cash flows of the Parking Operator as at the respective dates of and for the periods referred to in such financial statements, all in accordance with GAAP.

2.1.6. *Regular Reports.*

Parking Operator shall deliver to City all reports and information as set forth in any other part of the Agreement, as provided for in the SOP, or as otherwise required by City as necessary for the monitoring of Parking Operator's performance, in the time and format described in the Agreement or the SOP, as applicable, or as otherwise required by City.

2.2. Planning and Coordination

Without limiting Parking Operator's obligations under the Agreement:

2.2.1. Meeting Attendance.

Parking Operator shall attend such conferences and meetings with, and provide presentations to, the City, the San Antonio Airport System, and such other interested parties, including Governmental Authorities, as are described in the Agreement or as may otherwise be required in connection with the Services including upon reasonable request from City.

2.2.2. Planning Assistance.

- a. Without limiting its obligations under Sections 4.5 (Acknowledgement of Adjacent Activities and Duty to Cooperate) and 4.6 (Modifications to Facilities and Services) of the Agreement, Parking Operator shall provide assistance to the City in the planning process for Facility expansions, Facility replacement projects, and changes in Services, and otherwise with respect to any Adjacent Projects, within its reasonable ability and expertise as a professional parking management firm.
- b. Such assistance may include revenue forecasting, operational plans for new Facilities and services, potential changes in technology applications related to parking and shuttle services, commercial vehicle management and operations, ground transportation functions and marketing efforts related to any existing operations for which the Parking Operator is responsible, or future operations that would be considered reasonable extensions of the services Parking Operator provides under this Agreement. Parking Operator shall submit a reasonable Reimbursable Expense budget prior to any work being completed if external service providers or consultants' costs are incurred to provide the above services.
- c. The Parking Operator shall also promptly inform City of receipt of such request of all material facts or circumstances of which it is aware that might reasonably be expected to affect the procurement, design, construction, financing, operation or maintenance of any Facility expansion, Facility replacement, change in Service, or Adjacent Project.

2.3. Information Distribution and Identification

2.3.1. City and Airport Logos.

- a. The City grants to Parking Operator a non-exclusive, non-transferable, royalty-free license during the Term to use the names "San Antonio International Airport" and "SAT", together with all existing and future developed logos and marks (not including, however, the seal of the City) solely in connection with the performance of the Parking Operator's obligations and exercise of rights pursuant to this Agreement, subject to any branding standards and guidelines notified by the City to the Parking Operator from time to time.
- b. As a condition to such grant and license, Parking Operator shall:
 - i. prior to any use, submit a request to the Airport's Marketing Department for approval of the intended use, which approval may be of a brand standards or guidelines to govern Parking Operator conduct; and

- ii. otherwise comply with all required branding standards, guidelines, and application requirements with any use of the names “San Antonio International Airport” and “SAT”, together with all existing and future developed logos and marks.

2.3.2. *Telephone Messages and Directory Advertising.*

At the direction of City, Parking Operator shall develop a prerecorded telephone message device that contains accurate information regarding the locations, rates, and shuttle bus service for each Parking Facility.

2.3.3. *Corporate Identity.*

- a. Parking Operator shall not affix or display its corporate logo, name, or otherwise advertise its corporate identity on Facilities, shuttle buses, service vehicles, operating equipment, assigned areas, or leased areas on the Airports, without the prior written approval of City, unless required by the City’s Department of Transportation or other applicable Governmental Authorities.
- b. The Parking Operator grants to the City a non-exclusive, non-transferable, royalty-free license during the Term to use the Parking Operator’s name together with all existing and future developed logos and marks (not including, however, Parking Operator’s corporate seal) solely in connection with the performance of the City’s obligations and exercise of rights pursuant to this Agreement and City marketing, promotional, informational, and wayfinding activities at the Airport. As a condition to such grant and license, City shall:
 - i. prior to any use, submit a request to the Parking Operator for approval of the intended use, which approval may be of a brand standards or guidelines to govern City’s use, such approval not to be unreasonably withheld or delayed; and
 - ii. otherwise comply with all required branding standards, guidelines, and application requirements with any use of the name “SP Plus Corporation” and any other names belonging to Parking Operator or its subsidiaries, together with all existing and future developed logos and marks.

2.3.4. *Media.*

All media inquiries shall be directed to the SAT Marketing/Public Relations Division or its successor division.

2.3.5. *Marketing.*

- a. Parking Operator will be responsible for marketing the Services, as set forth further in the SOP.
- b. Parking Operator shall work with City to develop, as part of the SOP, specific marketing plans including but not limited to social media, website, customer data and use thereof for marketing, billboards, radio, and television. Any marketing undertaken by Parking Operator either before or after the SOP is finalized shall be undertaken with City’s awareness and in line with Airport’s brand standards and guidelines, as such shall be provided to Parking Operator.

2.3.6. *Website.*

- a. Parking Operator will be responsible for providing the City with suggested edits to the City's website at the City's request. If in the future, pursuant to the Agreement, Parking Operator establishes prebooking services, Parking Operator is permitted to establish a separate website or mobile app to coordinate such prebooking services, and the Parking Operator and City will work together to coordinate linking to the prebooking website or app from the City's website.
- b. Without prejudice to any further rights maintained by City, any website of Parking Operator for the Facilities shall be a domain owned by City.

3. OPERATIONAL

3.1. GENERALLY

Parking Operator shall ensure that all Parking Facilities shall be open for public entry and exit except when full or except when directed or approved otherwise by City or other government agency with jurisdiction (for example, the FAA).

3.2. Traffic Management/Signage

3.2.1. *Traffic Management.*

Parking Operator shall monitor and manage all traffic in the Parking Facilities by directing traffic, setting up and taking down cones or barricades, and installing or replacing delineators.

3.2.2. *Signage and Information.*

- a. Parking Operator shall install and maintain clear, visible signage showing Parking Facility names and rates and directing them to available parking areas, which signage at Facility entrances shall list the current parking terms and conditions, including a disclaimer, approved by City.
- b. Parking Operator shall also provide parking information for the SAT website and dynamic signage in accordance with established messages, in accordance with the SOP.
- c. City shall retain the right to install signage in and about the Facilities that relates to identification or naming of the Facilities, Services, Adjacent Facilities, Adjacent Projects, and the Airport, portions thereof, or surrounding areas, and Parking Operator shall maintain such signage to the extent such is on or within the Facilities.

3.3. Systems and Software

3.3.1. *General Requirements.*

- a. Parking Operator shall procure, install, operate and maintain all existing and future software and systems required for the performance of the Services and the operation of the Facilities and Equipment, including Accounts Receivable Software, the PGS system and PARCS (as further described below).

- b. The procurement, installation, operation, and maintenance of any new or replacement software and Systems by the Parking Operator will be subject to City approval, not to be unreasonably withheld.
- c. Parking Operator acknowledges that such responsibility includes management and, where necessary and approved by City, replacement of legacy software or systems expressly made available by City to Parking Operator on the Start Date, including those incorporated with the Equipment and those made available through the Assigned Contracts. Without limiting Section 3.3 of the Agreement, Parking Operator shall not copy, assign, license, sell, use, reverse engineer, decompile, or disassemble any such legacy software and systems, or any other software or systems made available by City without advanced written approval from City.
- d. The Parties further acknowledge and agree that the Parking Operator's responsibilities with respect to PARCs under this Section 3.3.1 will take into account the "Proposal for PARCS Network Deployment at San Antonio" as shared between the Parties prior to the Effective Date"

3.3.2. *PGS.*

- a. Parking Operator shall be responsible for obtaining (whether by assumption of an existing City contract or by procuring a new contract) PGS system maintenance services from: (i) a qualified service firm acceptable to City or (ii) if required by City, in its discretion, Parking Operator shall hire the appropriate personnel to conduct the required maintenance. Parking Operator shall create a work order system for tracking PGS repairs and maintenance or use a system provided by the PGS vendor.
- b. Parking Operator shall fully train all personnel operating the PGS System in the proper operation and procedures for the use of the equipment prior to the start of their assignments. All training shall conform to the standards and requirements set forth in the SOP.

3.3.3. *Additional Software System Requirements.*

- a. Parking Operator shall procure, install, operate and maintain an electronic vehicle inspection system on all shuttle buses, to ensure drivers complete pre-trip and post-trip vehicle inspections.
- b. Parking Operator shall procure, install, operate and maintain software to effectively manage driving behaviors.

3.4. **Safety and Security**

3.4.1. *Safety Committee.*

- a. Parking Operator shall establish a "Safety Committee" which shall evaluate the effectiveness of parking and safety-related measures, including with respect to customers, including but not limited to those contained in this Schedule, the SOP, and Specifications, and devise proactive steps to be taken to ensure an enhanced environment for all employees, tenants, and the public which use the parking, valet, and shuttle bus services of Parking Operator.

- b. The City shall appoint a representative to the Safety Committee and may designate additional representatives, and/or require Parking Operator to appoint additional representatives, including from Subcontractors.

3.4.2. *Weather Conditions.*

Parking Operator must ensure it prepares for weather conditions of any kind that may affect operations and/or the customer experience, including in order to ensure customer safety and, to the extent possible, ensure continued operations. Parking Operator shall take appropriate steps, as described in the SOP (that address staffing, emergency response, and alternatives operations), with respect to such weather conditions. Parking Operator shall provide City with designated point of contact when inclement weather conditions occur.

3.4.3. *Emergency Information Call Boxes.*

Parking Operator shall assist city staff with conducting monthly checks of all installed emergency call boxes, then operation and maintenance responsibility shall otherwise be retained by City.

3.4.4. *Locks.*

Parking Operator shall use its own keying system or another acceptable to City for all doors and entrances to the Facilities, office space, storage space and mechanical room entrances assigned to Parking Operator. Parking Operator shall be responsible for the assignment of all keys according to a key control plan approved by City. Parking Operator will ensure that City maintains access to all areas which are subject to the keying or equivalent system.

3.5. **Accessibility**

3.5.1. *Accessible Parking Spaces*

- a. Parking Operator shall maintain at least the number of accessible parking spaces needed in order to comply with Law, and shall not remove or take out designated disabled parking spaces without the City's prior written approval. The Parties confirm their understanding that as of the Effective Date of the Agreement, the number of accessible parking spaces exceeds that required by law.
- b. Parking Operator shall notify City of any known violation of Texas Department of Licensing and Regulation ("TDLR") regarding the required number of designated disabled parking spaces by Parking Facility.
- c. Parking Operator shall notify the relevant City department, designated by the City by prior notice, when disabled parking spaces are being used by vehicles not identified as being operated by persons with disabilities.
- d. To the extent that compliance with the TDLR, the Americans with Disabilities Act of 1990 ("ADA") or other laws shall require physical modifications to the Parking Facilities or equipment therein of a structural or capital nature, the City shall be responsible at its cost for such compliance, provided that City may, at its cost, undertake such compliance through a change in accordance with Section 4.6 (Modifications to Facilities and Services). If Parking Operator shall receive any notice regarding the need for such compliance, Parking Operator shall forward all such notices to the City.

3.5.2. *Vehicles.*

Parking Operator shall ensure that at any given time, the Vehicles include the number of ADA compliant shuttle buses required consistent with Law including the requirements of the Texas Department of Transportation (“TxDOT”) for on-demand bus service.

3.6. **Towing and Impoundment**

- a. Parking Operator shall manage the existing contract for vehicle towing services during the Transition Period, and procure by the end of the Transition Period an equivalent contract with a vendor that is satisfactory to City in accordance with Section 4.4 of the Agreement to:
 - i. Move parked vehicles that: (i) impede traffic or operations, (ii) are parked in unauthorized areas (including vehicles parked in spaces marked exclusively disabled parking without the proper plates, tags or other authorization), (iii) obstruct maintenance or construction, (iv) to clear Parking Facilities during an emergency or heightened security alert, and (v) to remove any vehicle that is deemed to be a safety hazard.
 - ii. If requested in writing by City, remove abandoned vehicles from the Parking Facilities to a designated lot in conformance with Chapter 683 of the Texas Transportation Code. Parking Operator shall not be entitled to any revenues or fees collected by the City for the disposition or sale of any abandoned vehicles which may be towed under this Agreement and pursuant to Chapter 683.
- b. Parking Operator may charge (as part of the Gross Receipts), on a pass through basis, the towing company’s towing fee, without markup, to a customer whose vehicle is towed only in those situations where the vehicle must be towed because it is illegally or impermissibly parked and not under circumstances where it must be moved because of an emergency or heightened security alert (after the fact of parking), or at the request of the City, in which case such costs will be a Reimbursable Expense.

3.7. **Vehicles Used in Services**

3.7.1. *Vehicles Generally.*

- a. City shall lease to the Parking Operator certain City-owned vehicles solely for the purpose of performing the Services under this Agreement in accordance with Section 2.2.2 (Grant as of Start Date) of the Agreement. Parking Operator agrees to accept all vehicles in an “as-is” condition in accordance with Section 2.2.4 (Parking Operator Acknowledgment) of the Agreement and adhere to the requirements set forth herein.
- b. All Vehicles, including shuttle buses, shall be clean and well-maintained inside and out. All necessary inspection stickers, permits, and licenses are to be in place and maintained during the Term as required by the State, City, and SAT.
- c. Use of any Vehicles by Parking Operator constitutes a transfer of liability to the Operator for all uses of the Vehicle. Parking Operator shall provide full Business Automobile Liability coverage as called for in Article 9 (Insurance) of the Agreement.

- d. In accordance with Section 2.3.2 (Title and Risk of Loss) and Article 9 (Insurance) of the Agreement, Parking Operator shall be responsible for all damage to City-owned Vehicles provided under this Agreement, up to and including full replacement cost.
- e. Without limiting its other obligations under the Agreement, Parking Operator shall maintain Vehicles in good repair, including routine maintenance and repairs necessitated by normal use.
- f. City shall provide Parking Operator with access to a City designated fueling station for all Vehicles that are being used by Parking Operator in the course of normal business in providing the Services. Such access will be provided subject to Parking Operator's acceptance of reasonable terms and conditions for the use of such facility. Parking Operator will not be entitled to claim any fuel costs as a Reimbursable Expenses to the extent such costs are incurred by fueling such vehicles at another station unless approved in advance by the City.
- g. The Vehicles necessary to perform the Services, exclusive of Shuttle Buses, (hereinafter the "Service Vehicles") shall be purchased or leased by Parking Operator (which may include, for example, vehicles used by employees to move from lot to lot and golf carts) in accordance with Section 3.7.2 below and otherwise in accordance with applicable SOPs.
- h. Such purchased or leased Service Vehicles shall supplement the existing Service Vehicles transferred in accordance with Section 2.2.2 of the Agreement, and the cost of the existing Service Vehicles shall be a Reimbursable Expense at the current or then existing amortization schedule.

3.7.2. *Leasing and Purchase.*

- a. Parking Operator shall purchase or lease additional Vehicles as and when required or permitted by this Agreement. For certainty, due to electric charging capacity limitations at the Airport, Parking Operator shall not procure any electric (EV) shuttle buses without City's prior approval.
- b. Prior to making any such purchase or lease, Parking Operator shall (in addition to complying with all other obligations related to treatment of such expense as a Reimbursable Expense) provide City with a proposal for approval, including a demonstration of the need for and plan for operation and maintenance of such Vehicle.
- c. In the event of any approved Vehicle purchase or lease, Parking Operator, the terms of Section 13.1 of the Agreement shall be followed.
- d. Upon termination or expiration of this Agreement, the disposition of such owned or leased Vehicles shall be governed by Section 12.5 (Redelivery) of the Agreement.

3.7.3. *Replacement.*

- a. Parking Operator shall replace any Service Vehicle prior to the vehicle reaching or exceeding mileage and age limits and/or other criteria to be notified by the City to the Parking Operator. When any Vehicle is replaced, the used Vehicle shall be traded or sold by Parking Operator on terms acceptable to City with the balance credited towards the new purchase or lease.

- b. The cost of such new Vehicles and related equipment shall be a pass-through Reimbursable Expense amortized over sixty (60) months (or such other period as approved or required by City) with zero (0) due at the end of the lease or financing term at a mutually agreeable interest rate.

3.8. Shuttle Buses

3.8.1. General Obligation.

- a. Parking Operator shall operate a shuttle bus service as part of the SAT Economy parking operations. Such operations will include the shuttle buses and related equipment, such as the GPS tracking system, two-way radios, and radio dispatch system. The shuttle bus service shall provide transport between the SAT Parking Facilities and all passenger terminals at SAT or as may be directed by City.
- b. Parking Operator may also be required by City to operate a shuttle bus service as part of the Employee parking program which shall provide transport from a remotely located employee parking location to the SAT terminals at such time as the employee parking is relocated from its current location adjacent to Terminal B.
- c. Core operational parameters including routing, stops, and scheduling, and such other parameters as are necessary to coordinate with Airport operations, shall be subject to City direction as a Change in accordance with Section 4.6 (Modifications to Facilities and Services) of the Agreement or, if initiated by Parking Operator, City approval. Parking Operator shall monitor and assess the shuttle bus usage and recommend to City when the number of shuttle buses and shuttle bus routes and stops should be increased or decreased.
- d. Parking Operator shall make shuttle buses available for irregular operations (i.e., disruptions, hard stand parking of aircraft, etc.) and miscellaneous City-wide tours as directed by City. Parking Operator shall comply with the applicable rules, regulations, and requirements for irregular operations.

3.8.2. Performance Standards.

Parking Operator shall ensure that:

- i. Shuttle bus operations maintain a five (5) to eight (8) minute schedule to and from the lots, terminals, and the pick-up location at all times, or such other schedule as City may require in accordance with the above. This includes the responsibility to monitor flight conditions and to provide additional coverage beyond the approved base schedule referenced below to maintain the stated service levels, including those periods of abnormal activity patterns.
- ii. The City shall cooperate with Parking Operator in its efforts to meet the above-referenced standards by meeting with Parking Operator as reasonably requested to discuss any revisions to staffing schedules needed to comply with such standards.
- iii. Parking Operator shall be required to include a schedule of Shuttle Bus Hours (defined in Section 3.8.4 below) as a part of their SOP.

3.8.3. Bus Markings, Wrapping, and Tracking.

- a. Parking Operator shall provide clear, visible signage on the exterior of the shuttle bus indicating the Airport's name and logo in accordance with Section 2.3.1 above, as directed and approved by City, and legible signage on the interior of the shuttle buses indicating the driver's name, bus number, Parking Operator's name and telephone number. Non-smoking decals shall also be displayed.
- b. Parking Operator shall re-wrap each bus as and when directed and approved by City.
- c. Parking Operator shall manage and maintain a GPS or Automatic Vehicle Location ("AVL") system for monitoring shuttle bus operations to include a method by which passenger counts can be collected.

3.8.4. *Shuttle Bus Hours Logging.*

"Shuttle Bus Hours" shall be determined from timecards or their digital equivalent, reconciled against logs generated by a Parking Operator-provided GPS (i.e., ETA), both of which shall be detailed in Parking Operator's monthly reports and be used for purposes of reconciling timecards and the GPS log.

3.8.5. *Radio Dispatch.*

Parking Operator shall manage, operate, and maintain a shuttle bus dispatching radio system to maintain contact with each vehicle at all times while being operated. All buses must be equipped with two- (2-) way radios with the ability to communicate with a compatible two- (2-) way base station radio set on Airport frequencies, as determined by City. The City shall assign radios to Parking Operator, and Parking Operator shall be responsible for maintaining radios. The dispatch radio system shall be registered with the Federal Aviation Administration and must comply with all Federal, State, and local regulations.

3.8.6. *Parking.*

When not in use, Parking Operator may park their shuttle buses at no cost anywhere within the Facilities or as otherwise may be directed by City. Employees of the Parking Operator or any of its subcontractors shall park their personal vehicles in designated areas only as approved by City at no cost while on duty.

3.9. Transportation Network Companies/Taxis

3.9.1. *Ground Transportation Services and Curb Allocation.*

- a. Parking Operator shall operate, manage and maintain various ground transportation facilities and functions, including Terminal arrival and departure curbs, limousine lots, and/or taxi and transportation network company ("TNC") staging, subject to this Agreement.
- b. The curb allocation for TNCs and taxis shall be in accordance with the curb allocation plan provided by the City during the Transition Period, as such may be modified with the approval of City in accordance with Section 4.6 (Modifications to Facilities and Services) of the Agreement.

3.9.2. *TNCs.*

To be operated, managed and maintained in accordance with the applicable SOP.

3.9.3. *Dispatch System.*

To be operated, managed and maintained in accordance with the applicable SOP.

3.9.4. *Hold Lot.*

To be operated, managed and maintained in accordance with the applicable SOP.

3.9.5. *Waiting Time.*

To be managed in accordance with the applicable SOP.

3.10. Facilities Maintenance

3.10.1. *Parking Operator Responsibility Generally.*

- a. In accordance with the Responsibility Matrix and other applicable terms in the Agreement, Parking Operator shall maintain and keep the Facilities in a state of good repair, provided the City is responsible for structural repairs and maintenance as set forth in the Agreement and provide a high level of cleanliness of the Facilities as directed by City and in accordance with the SOP, Specifications, and Agreement. Parking Operator shall perform routine, preventative, and emergency maintenance of the Facilities as provided in the Responsibility Matrix. Parking Operator shall be responsible for handling waste and garbage.
- b. All maintenance activities, schedules, and standards shall be documented and included in the SOP.

3.10.2. *City Responsibility.*

- a. The City shall perform structural repairs and maintenance of the Parking Facilities, including the maintenance responsibilities set forth in the Responsibility Matrix, and the City shall be responsible for all costs and expenses necessary to comply with the Americans with Disabilities Act of 1990 as provided for above in Section 3.5.1.d .
- b. Further, the City shall maintain all elevators and escalators, excepting the cleaning of the waiting areas and elevator cabs, in the Facilities and shall maintain access to the Facilities up to the ramps leading into the Facilities. Parking Operator shall clean waiting areas and elevator cabs, both according to the map delineating maintenance responsibility areas attached as Exhibit C.
- c. City shall be responsible for maintenance of water systems, sewer systems, and electrical systems, except as expressly provided for as Parking Operator's obligation herein.
- d. Notwithstanding the responsibilities as otherwise laid out in this Agreement and the schedules and exhibits hereto, in an emergency, as determined in the reasonable discretion of the City, the City may but is not required to provide maintenance services for any of the Facilities.

3.10.3. *Compliance and Warranties.*

Without limiting Section 7.2.1 of the Agreement, maintenance, servicing, and repairs of the Facilities covered by warranties shall be performed according to the terms and conditions of such warranties unless otherwise approved by City. Parking Operator shall promptly seek to enforce all applicable warranties as necessary.

3.11. **Vehicle Maintenance.**

- a. Parking Operator shall perform routine, preventive, remedial, and emergency maintenance for all Vehicles used by the Parking Operator. Vehicles to be used under this Agreement shall be in “ready” condition at all times. All vehicles shall be kept in safe, clean, and good operating condition during the Term.
- b. Vehicle damages, insurance payments, or the costs of replacing any Vehicles where the need for such replacement is due to default of any Agreement term by Parking Operator shall be borne by the Parking Operator.
- c. Parking Operator shall develop detailed, regular- maintenance procedures and schedules for inclusion in the SOP. Vehicles shall receive preventive maintenance in accordance with the manufacturers’ recommendations, TxDOT, and environmental safety requirements.
- d. Further, Parking Operator shall comply with the following:
 - i. Without limiting Section 7.2 of the Agreement, maintenance, servicing, and repairs of Vehicles covered by warranties shall be performed according to the terms and conditions of such warranties.
 - ii. Parking Operator shall only use Original Equipment Manufacturer (“OEM”) or equivalent parts.
 - iii. Parking Operator shall institute a daily inspection program of the vehicles and shall promptly repair or have repaired any damage, in any case not later than ten (10) days following detection of the same, unless otherwise approved by City. Parking Operator shall immediately remove any vehicle from operation and repair any damage or defect that may affect vehicle appearance, safety, and/or comfort of drivers or passengers.
 - iv. Parking Operator shall wash the exterior and clean the interior of each vehicle at regular intervals, as established in the SOP.
 - v. Parking Operator shall maintain the air-conditioning and heating units within the shuttle bus and service vehicles in good operating condition. Air conditioning and heating units shall be used in the vehicles at all appropriate times to ensure passenger comfort.

3.11.2. *Maintenance of Other Equipment.*

In addition to its separately identified responsibilities for hardware, software, systems, and Vehicles, Parking Operator shall be responsible for the maintenance of all equipment and anything that will be an asset or resource of Parking Operator’s operations.

3.12. Customer Service and Customer Programs

3.12.1. Customer Programs.

- a. Parking Operator shall administer the “Guaranteed Parking Program” frequent parker program, as administered by the City as of the date of execution of this Agreement, provided that the Parking Operator may, after appropriate notice to the customers of the Guaranteed Parking Program, phase out the Guaranteed Parking Program with City approval. Parking Operator shall administer, during the Term, any monthly parking or frequent parking program, as well as any corporate parking discount program, coupon programs, and such other programs, in all cases previously approved by City. Additionally, Parking Operator may offer various customer services, such as car washing and electronic charging stations, as approved by City.

3.12.2. Customer Correspondence.

- a. Parking Operator shall investigate and respond to all customer correspondence in accordance with Annex A attached hereto.
- b. Parking Operator shall maintain a computer database of compliments, complaints, and other customer correspondence.
- c. Parking Operator shall provide the City with access to its customer response database.

3.12.3. Lost and Found Articles.

- a. The Parking Operator shall keep in a lock-box or safe lost vehicle keys found at any Facilities or on any shuttle bus at the parking administration office. Vehicle keys found in the Parking Facilities and all other lost articles found by Parking Operator, its agents or employees, or which are found by patrons and given to Parking Operator, shall be placed in the SAT Lost and Found, as described in the SOP. Said articles shall be logged into a system that is consistent with the City’s procedures to maintain continuity in chain-of-custody.
- b. Parking Operator, its agents, and employees shall have no right to reclaim said articles. To the extent consistent with applicable law, any employee of Parking Operator who does not comply with the requirements for this Section shall be immediately removed from performance under this Agreement.

3.12.4. Customer Service Plan.

Parking Operator shall train its employees according to the customer service plan approved by City and shall require all employees to undergo SAT-approved customer service training with the objective of providing a high-quality public service which is responsive to public inquiries and needs which minimizes customer complaints.

3.12.5. Customer Assistance.

Parking Operator shall provide twenty-four (24) hour emergency service three hundred and sixty five (365) days per year at no charge to patrons: (i) car search assistance, (ii) dead battery “jump starts”, (iii) inflation of flat tires or installation of spare tires, (iv) fuel assistance by transporting

customer with an approved gas can to a fueling station, and (v) lock out assistance (patrons shall be provided with the phone number of a locksmith to unlock doors of cars with keys locked inside.). Parking Operator shall respond to a customer request for assistance in accordance with the timing specified in Annex A. Operator's employees and the employees of any Subcontractors shall not solicit tips but may accept tips as offered.

3.12.6. *Parking Location Assistance.*

Parking Operator shall maintain a system to assist patrons with locating their parked vehicles. Such system may include, without limitation, ticket-devices with location specific/coded tickets, visual and audio reminders, and other reminders as approved by City.

3.13. Staffing and Exit Standards

- a. Parking Operator shall staff all Parking Facilities so that there shall not be delays or stopped traffic. If delays in excess of five (5) minutes (beginning when a patron first enters the exit lane and ending at the time the patron exits the Parking Facility) occur, Parking Operator shall provide documentation of this delay and any system failures to City.
- b. Goal metrics for customer time spent exiting the Facility and customer time spent at the cashier booth shall be in accordance with Annex A.

3.14. Employees

- a. *Drivers.*
 - i. All shuttle bus drivers shall be employees of the Parking Operator and not a Subcontractor unless such Subcontracting is approved in advance by the City pursuant to the terms of the Agreement and all such drivers must be properly licensed by the state of Texas to drive the type and size of vehicle.
 - ii. All shuttle bus drivers must be neatly uniformed and courteous to Airport patrons at all times.
 - iii. If able, shuttle bus drivers are required to (i) assist customers boarding and disembarking the buses with their luggage, and (ii) assist customers who are having difficulty boarding and disembarking the buses.
 - iv. Shuttle bus drivers shall not solicit tips but may accept tips as offered, provided that they report the same.
- b. *Employee Uniforms.*

Front-line employees who come into contact with customers (e.g., cashiers, supervisors, customer service agents, etc.) must be uniformed and must always wear their company issued identification while on duty, on break, or arriving for work or leaving work. Uniform standards shall be specifically described in the SOP and are subject to approval by the Aviation Department.

3.15. Miscellaneous Provisions

3.15.1. *Electric Vehicle Charging.*

- i. Parking Operator shall manage the warranty of, maintain, and maintain parking areas for the existing electric vehicle (“EV”) charging network of level 2 chargers that exist in the Long-Term Garage (thirteen (13) chargers), and the Short-Term Garage (eight (8) chargers), the electricity for which shall be provided and paid for by City. The ChargePoint Inc. online monitoring and reporting account shall be assigned to and managed by Parking Operator, which shall also be responsible for maintenance.
- ii. Parking Operator shall inspect the parking areas of the EV charging stations daily to ensure that only EVs are utilizing the parking area. Any violators shall be notified and ticketed as required by the City’s Parking Enforcement Officers. Any reported service outages reported for the EV parking areas shall be addressed within twenty-four (24) hours of notification.

3.15.2. *Mystery Shopper Service.*

- a. With the written consent of the City, Parking Operator shall engage with a professional shopping service as an independent contractor to monitor and test the quality and effectiveness of Parking Operator’s services, compliance with the terms and conditions of this Agreement, adherence to the operations and procedures described in the SOP, customer service, and credit card/cash-handling procedures. In the event such shopping service determines that the level of Parking Operator’s service is below that required by this Agreement, Parking Operator shall take corrective action to achieve the required service levels.
- b. The mystery shopping services shall be conducted on a frequency and coverage basis per the attached Annex A. All shopping reports shall be compiled and shared with SAT on a monthly basis, with a copy of the results provided to City.

4. FINANCIAL

4.1. PARCS

4.1.1. *Parking Access and Revenue Control System (“PARCS”).*

- a. Parking Operator shall operate and maintain the existing and any future comprehensive PARCS at the Airport. PARCS shall at all times include license plate recognition, license plate inventory, space count, and other subsystems not specifically identified herein.
- b. As part of PARCS, Parking Operator shall provide and maintain system status monitoring; reporting and correction; and data backup and management for the development of manual and computer-generated reports as outlined in the SOP.

4.1.2. *PARCS Maintenance.*

Parking Operator shall be responsible for obtaining (whether by assumption of an existing City contract or by procuring a new contract) PARCS system maintenance services from: (i) a qualified service firm acceptable to City or (ii) if required by City in its discretion, Parking Operator shall hire the appropriate personnel to conduct the required maintenance. Parking Operator shall create a work order system for tracking PARCS repairs and maintenance by lane or use a system provided by the PARCS vendor.

4.1.3. *PARCS Training.*

Parking Operator shall fully train all personnel operating the PARCS in the proper operation and procedures for the use of the equipment prior to the start of their assignments. All training shall conform to the standards and requirements set forth in the SOP.

4.1.4. *Future PARCS Procurement.*

Parking Operator's Transition Plan shall include a timeline and budget for transitioning to a replacement for the current PARCS system, such replacement to provide equivalent levels of service and functionality.

4.2. Ticketing and Cashier Functions

4.2.1. *Generally.*

Parking Operator shall monitor and operate all entries and exits to the Parking Facilities, and shall perform the cashier functions in accordance with this Agreement and the SOP.

4.2.2. *Remote Assistance.*

Parking Operator shall assist patrons in lane with processing transactions remotely at these Facilities through its remote monitoring and communications, and dispatch personnel as necessary. Parking Operator shall provide remote monitoring services that provide, in City's discretion, the equivalent service level as in-person monitoring.

4.2.3. *Parking Tickets.*

Parking tickets shall list the terms and conditions for patron parking, which shall include a disclaimer, approved by City. Parking Operator shall procure the ticket stock and stock the ticket dispensers.

4.2.4. *Non-Revenue Transactions.*

In accordance with Section 6.1.a of the Agreement, Parking Operator shall permit City-owned and operated vehicles, and other categories of vehicles and groups of individuals as approved or directed by City to park in designated Parking Facilities at reduced or no charge. The City shall provide on no less than a quarterly basis a listing of all parking access cards provided to the City and/or City-owned vehicles at a discounted or no-charge rate.

4.2.5. *Change Fund.*

Parking Operator shall establish and fund, not as a Reimbursable Expense, the necessary change fund for daily parking.

4.2.6. *Cash Drop.*

Parking Operator shall develop, and include in the SOP, procedures for ensuring the chain of custody of all cash generated by the Services, subject to City approval not to be unreasonably withheld. This includes cash sweeps (i.e., pick-ups/drops) during shifts, consolidation of funds, and other steps taken in collecting and depositing cash, and the counting of money.

4.2.7. *Armored Car Services.*

- a. Parking Operator shall contract for armored car services for the secure transfer of cash revenue receipts to the Parking Operator's Dedicated Account. The armored car service must be licensed, bonded and insured, and otherwise acceptable to the City.
- b. Parking Operator is charged with safeguarding and ensuring that all cash receipts are accounted for and handled securely from cashiers, pay in lane stations, and other areas and deposited to the Parking Operator's designated bank account. Deposits should be made in accordance with City Administrative Directive 8.1 or as otherwise directed by City.
- c. The Parking Operator shall submit to the City for approval a schedule of deposit days for all cash revenue receipts collected by the Parking Operator, which shall be no less than the frequency provided in the Agreement.
- d. Parking Operator shall furnish the City's Fiscal Accounting Supervisor with a daily log of armored car pick-ups.

4.2.8. *Validations.*

Parking Operator shall honor validations altering the rates charged to a customer or a particular class of customers, in accordance with current Airport policy. Any updates to Parking Operator's validation procedures must be reviewed with and approved by City.

4.3. Naming Rights and Advertising

- a. Parking Operator shall have no right to name or modify the name of the Facilities, Equipment, and Services or any portion thereof, or to install advertising or signage of any kind thereon without City's approval to the extent such is not already expressly authorized or required under the Agreement including the Specifications.
- b. Additional obligations with respect to advertising to be undertaken in accordance with the applicable SOP.

ANNEX A: PERFORMANCE STANDARDS

Customer Correspondence Response Timing, 3.12.2(a)

Customer Assistance Request Timing, 3.12.5

Exit Standards, 3.13(b)

Cashier Time, 3.13(b)

Credit Card Transactions

Cash Transactions

Mystery Shopper Services, 3.15.2(b)

ANNEX B: RESPONSIBILITIES MATRIX

	PARKING OPERATOR	CITY
ACCOUNTING / FINANCE		
Cash Collection and Deposit		
Perform cash collection, credit card processing and deposits to Parking Operator's account	X	
Reconciliation of cashier reports and daily revenue		
Reconcile daily cash deposit to the PARCS revenue report	X	
Reconcile daily bankcard deposit on the clearinghouse statement to the PARCS revenue report and cashiers' report	X	
Reconcile the bank daily deposit to the PARCS revenue report and cashiers' total daily revenue reports	X	
Review cash and credit daily deposits	X	
Armored Transport		
Provide armored transport daily, excluding weekends and bank holidays	X	
Parking Taxes		
Calculate parking taxes	X	
Pay parking taxes	X	
Refunds		
Log and track refunds	X	
Research refund requests	X	
Approve refunds	X	
Process refunds	X	
Respond to customer on status chargeback	X	
Parking Rates		
Recommend pricing strategies	X	
Adopt parking rates		X
Facilities Maintenance		
Pavement replacement		X
Repaint interior of garages, bollards, curbs	X	
Perform restriping	X	
Glass Replacement		X
Expansion Joints		X
Plumbing Fixtures and Lines		X
Furniture	X	
Doors		X
Locking Systems		X
Structural		X
Electrical Systems & Components		X
Garage Pavement Maintenance		X
Surface Parking Lot Pavement Maintenance	X	
Pneumatic Tube System	X	
HVAC System Maintenance		X
Perform plumbing and electrical repair in garages		X
Repaint of exterior of garages		X
Utilities		

	PARKING OPERATOR	CITY
Electrical Distribution		X
Water Distribution		X
Sanitary Sewer		X
Storm Drainage		X
Maintain elevators		X
Janitorial - Light Maintenance & Cleaning		
Perform cleaning services and provide materials, equipment and supplies	X	
Perform light bulb replacement and dispose of burnt-out bulbs	X	
Repair ballasts and light fixtures	X	
Replace filters & Annual duct cleaning	X	
Pavement sweeping and drainage outlet clearing	X	
Landscaping		X
Vegetation control	X	
Elevator cleaning	X	
Window Cleaning		
Office	X	
Restroom Facility – Office	X	
Restroom Facility – Ground Transportation	X	
Garages	X	
Interior / Exterior (as applicable) Cleaning		
Office	X	
Restroom Facility – Office	X	
Restroom Facility – Ground Transportation	X	
Garages	X	
Shuttle stops	X	
Signage		
Provide and maintain parking rate signs	X	
Provide and maintain parking signs on roadways outside of garages	X	
Provide and maintain entry signs and all internal direction signs	X	
Provide portable standing signs for operation	X	
Cleaning of signs	X	
Approve Sign design and placements		X
Parking Revenue Control Systems, Parking Guidance, Commercial Vehicle Management Systems and associated software and hardware		
Software Maintenance	X	
Hardware Maintenance	X	
Preventative Maintenance	X	
Emergency Maintenance	X	
Cashier Attendant Booths		
Maintain and paint booths	X	
Provide and maintain phone line in booths and provide phone		X
Provide field communication equipment (e.g. two-way radios) and repeaters, and obtain required licenses for operation of field communication equipment. Airport will provide a minimum of 2-3 radios on our frequencies	X	
Trash Receptacles and Disposal		
Provide trash receptacles	X	
Provide dumpsters	X	

	PARKING OPERATOR	CITY
Provide hazardous materials container(s)	X	
Dispose of waste	X	
Facility Work Orders		
Submittal of work orders to SAT	X	
Tracking of work orders submitted by Operator to SAT	X	
Personnel Management		
Manage operator's staff	X	
Traffic Control		
Control traffic flow on roadways outside garages		X
Control traffic flow inside garages	X	
Coordinate lane closures necessary for PARCS repairs	X	X
Security in Garages		
Provide unarmed security services in garages	X	
Vehicle Impound		
Prepare report identifying vehicles parked over 30 consecutive days using License Plate Inventory (LPI) data	X	
Impound vehicles		X
Standard Operating Procedures (SOPs)		
Draft SOPs	X	
Approve SOPs		X
Materials and Supplies for Operation of SAT Garages		
Manage and maintain inventory of parking supplies	X	
Provide cones, receipt paper, ticket stock, proximity cards, booth stools and safes	X	
Operator Office		
Provide phone line (includes phone service and repairs)		X
Provide cellular phones and service as needed	X	
Provide internet service	X	
Supply computers	X	
Supply stationary, postage and office supplies	X	
Supply photo copier	X	
Supply operator vehicles (purchase, maintenance, fuel, etc.)	X	
Provide mystery shopper program	X	
Call Center for Customer Inquiries - AICC		
Supply phone staff and phone line in operator office		X
Inspection of Garages, Lots, and Buildings		
Monthly Inspections of Duress button System	X	
Monthly Inspections of Emergency Call Boxes	X	
Monthly Inspections of Intercom Systems	X	
Inspect facilities for observable structural issues	X	
Inspect facilities for cleaning and safety issues	X	
Transmit inspection reports to SAT	X	
Vendor Lots		
Accept applications for vendor parking	X	
Approve applications	X	
Procure hang tags for vendor lots	X	
Distribute parking credentials (hang tags)	X	

	PARKING OPERATOR	CITY
Monitor/control lots	X	
License Plate Inventory		
Conduct nightly LPI	X	
Commercial Vehicle Management		
Accept permit applications	X	
Activate credentials in CVMS	X	
Accept payments	X	
Issue permits	X	
Monitor permit validity	X	
Collect per trip fees	X	
Audit accounts for compliance and payments	X	X
Maintain database permit holders and related files	X	
Audit monthly TNC activity and reconcile to payments	X	
Run transaction reports	X	
Employee Parking Permits - Revenue and Non-Revenues		
Accept EPP applications	X	
Approve EPP applications	X	
Activate parking credentials in PARCS	X	
Program EPP parking credentials	X	
Distribute EPP parking credentials	X	
Audit usage of EPP cards and perform card reconciliation of active to free/invoiced cards	X	X
Process billing and payments for EPP accounts	X	
Maintain database of EPP holders and EPP related files	X	
Run parking transaction reports	X	
Validations		
Accept validation requests and applications	X	
Approve validation applications		X
Perform billing		X
Miscellaneous		
Accept complaints	X	
Resolve complaint	X	

Schedule 3: Financial Provisions

1. MANAGEMENT FEE

- a. The “Management Fee” will equal two-hundred eighty-two thousand dollars (\$282,000) per twelve (12) month Contract Year, subject to annual escalation by three percent (3%) per annum on the first day of each Contract Year (including through any Extension Term) beginning with the Contract Year starting on October 1, 2025.
- b. The Management Fee will be pro-rated on a day for day basis with respect to any Contract Years which are less than twelve (12) months in length, which for certainty includes the first Contract Year beginning on the Start Date and may include the final Contract Year.
- c. The Management Fee will be payable by City to Parking Operator as and when provided for in accordance with Section 5.7 of the Agreement.

2. REVENUE SHARE

- a. The “Revenue Share” payable by City to Parking Operator with respect to each Contract Year, beginning with the Contract Year starting on October 1, 2024 (the first Contract Year, for purposes of calculating the Revenue Share, “X”), shall equal “I” as calculated in accordance with the following formula:

<u>Input / Output</u> (unless otherwise indicated, for applicable Contract Year “X” or “x”)	<u>Corresponding Variable / Calculation</u>
Enplanements at Airport	A_x
Enplanements Growth	$B_x = (A_x - A_{x-1}) / A_{x-1}$
Net Revenues (as defined in Agreement)	C_x
Incremental Revenues	$J_x = C_x - C_{x-1}$
Incremental Revenues Adjusted for Enplanement Growth	$D_x = J_x * (1 - B_x)$, <i>provided that</i> if $B < 0$ then $D_x = C_x$
Blended Rate	$E_x = L_x / M_x$, <i>where</i> M_x is the average daily number of parking spaces across all Parking Facilities in Contract Year “X” and L_x is the sum of the products resulting from multiplying the capacity (in terms of number of spaces) in each garage or lot which is a Parking Facility during Contract Year “X” by the average maximum posted daily rate (absent discounts or incentives) for spaces in such garage or lot during such Contract Year, where a garage’s or lot’s capacity will equal the number of spaces set forth in Exhibit C (as such Exhibit may be modified from time to time in accordance with the terms of this Agreement)
Rates Growth	$F_x = (E_x - E_{x-1}) / E_{x-1}$

Incremental Revenue Over Prior Year Adjusted for Enplanement Growth & Parking Rate Increases	$G_x = D_x * (1 - F_x)$
Revenue Share Percentage	H_x , where H is the weighted average of 2.5% when $G_x \leq \$4,000,000$, 5.0% when $G_x > \$4,000,000$ and $\leq \$8,000,000$, and 7.5% when $G_x > \$8,000,000$
Share of Revenues to SP + (the “Revenue Share”)	$I_x = G_x * H_x$

- a. The Revenue Share will be payable by City to Parking Operator as and when provided for in accordance with Section 5.4 of the Agreement.

3. MINIMUM ANNUAL GUARANTEE

- a. For each Contract Year beginning with the first full Contract Year (i.e., beginning October 1, 2024), Parking Operator guarantees that the City Share of Revenues (where the “City Share of Revenues” = $C_x - I_x$, each as referenced above) will be equal to or greater than the Minimum Annual Guarantee (“MAG”) specified in the following table:

<u>CONTRACT YEAR</u>	<u>Corresponding Variable</u>
Beginning on the Start Date, and ending on September 30, 2024	N/A
October 1, 2024 to September 30, 2025	\$19,834,889
October 1, 2025 to September 30, 2026	\$20,838,647
October 1, 2026 to September 30, 2027	\$21,471,034
October 1, 2027 to September 30, 2028	\$21,633,378
October 1, 2028 to September 30, 2029	\$22,677,846
October 1, 2029 to September 30, 2030	\$23,054,297
October 1, 2030 to September 30, 2031	\$23,872,955
October 1, 2031 to September 30, 2032	\$24,473,456
October 1, 2032 to September 30, 2033	\$25,741,146
October 1, 2033 to September 30, 2034	\$26,181,510 (pro rata pursuant to the provision below)
RENEWAL YEARS	To be negotiated in accordance with Section 2.1.2 of the Agreement as part of any Extension Term.

- b. The MAG will be adjusted pro-rated on a day for day basis with respect to any Contract Years which are less than twelve (12) months in length, which may include the final

Contract Year No MAG shall be due for the period from the Start Date through September 30, 2024.

- c. Subject to the following provisions below, if the aggregate amount of such City Share of Revenues for any Contract Year then completed is less than the specified MAG with respect to such Contract Year, the amount of such difference (the “MAG True-up Amount”) will be payable by Parking Operator to City as and when provided for in accordance with Section 5.4 of the Agreement and, for certainty, no Revenue Share will be due with respect to such Contract Year.
- d. Parking Operator’s MAG commitment is based on an assumption that enplanements in each Contract Year will be at or near the numbers set forth in the table below (the “Base Enplanement Number(s)”):

Base Enplanement Number	
Contract Year 1	5,387,896
Contract Year 2	5,494,474
Contract Year 3	5,603,180
Contract Year 4	5,714,054
Contract Year 5	5,827,143
Contract Year 6	5,942,487
Contract Year 7	6,058,953
Contract Year 8	6,179,282
Contract Year 9	6,302,018
Contract Year 10	6,428,058

- e. If actual enplanements in a Contract Year are less than the Base Enplanement Number for such Contract Year by one percent (1%) or more, then the MAG for such Contract Year shall be reduced by the same percentage. Thus, for example, if actual enplanements in a Contract Year are five percent (5%) less than the Base Enplanement Number for such Contract Year, then the MAG for such Contract Year will be reduced by five percent (5%). Notwithstanding the foregoing, if enplanements in a Contract Year are less than the Base Enplanement Number for such Contract Year by twenty-five percent (25%) or more, then no MAG True-up Amount shall be due or payable with respect to such Contract Year. For the avoidance of doubt, if actual enplanements in a Contract Year are less than the Base Enplanement Number for such Contract Year by less than one percent (1%), then the MAG shall not be reduced in such Contract Year.
- f. In addition to the MAG relief set forth above, no MAG True-up Amount will be due and payable with respect to any Contract Year in which enplanements have decreased by twenty-five percent (25%) or more over the actual enplanements of the prior Contract Year.

- g. If Gross Receipts in any Contract Year should decrease by 15% or more below the prior Contract Year's Gross Receipts (for example, but without limitation, due to the loss of ride share revenue, the opening of competing off-Airport park-and-ride facilities, or the closure of one or more of the Parking Facilities' parking lots or garages), irrespective of whether or not enplanements have declined, then no MAG True-up Amount will be due or payable with respect to such Contract Year.

Schedule 4: Required Federal Provisions

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, Parking Operator, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "PERMITTEE") agrees as follows:

1. **Compliance with Regulations:** PERMITTEE will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** PERMITTEE, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. PERMITTEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by PERMITTEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by PERMITTEE of PERMITTEE's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** PERMITTEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of PERMITTEE is in the exclusive possession of another who fails or refuses to furnish the information, PERMITTEE will so certify to Airport (hereinafter referred to as "AUTHORITY") or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of PERMITTEE's noncompliance with the Non-discrimination provisions of this contract, AUTHORITY will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to withholding payments to the PERMITTEE under the Agreement until the PERMITTEE complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** PERMITTEE will include the provisions of paragraphs one through six of this Exhibit B, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. PERMITTEE will take action with respect to any contract or procurement as AUTHORITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if PERMITTEE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, PERMITTEE may request AUTHORITY to enter into any litigation to protect the interests of AUTHORITY. In addition, PERMITTEE may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. PERMITTEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, PERMITTEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. PERMITTEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that PERMITTEE will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, PERMITTEE, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. 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);
- ii. 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);

- iii. 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);
- iv. 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;
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. 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);
- vii. 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);
- viii. 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;
- ix. 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);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E. General Civil Rights Provision. In all its activities within the scope of its airport program, the PERMITTEE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, AUTHORITY will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. PERMITTEE agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which PERMITTEE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

H. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. PERMITTEE 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. PERMITTEE agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Schedule 5: Dispute Resolution Provisions

1. DISPUTE RESOLUTION

1.1. Initiation of Dispute Resolution Process

1.1.1. Efforts to Achieve Amicable Settlement

- a. The Parties should initially attempt to reach an amicable settlement of any dispute prior to referring such dispute for resolution, pursuant to Section 1.1.3, provided that either Party may at any time elect in its discretion to initiate and pursue other forms of dispute resolution in accordance with this Schedule if such Party determines that an amicable settlement is unlikely to occur.
- b. The Parties will memorialize any resulting agreed settlement of the dispute pursuant to Section 1.3.
- c. Any such attempt to reach an amicable settlement of a dispute may be made by any representatives of the Parties, regardless of their level of seniority or position, provided that such representatives have the express authority, capacity and competency to make such attempt or, alternatively, they condition the settlement on obtaining appropriate authority.

1.1.2. Letter of Intent and Responses

- a. If a Party elects to initiate and pursue forms of dispute resolution in accordance with this Schedule other than an amicable settlement, then such Party will first notify the other Party of the dispute and the initiation of such process by sending a letter (a "Letter of Intent") in compliance with Section 1.1.2.b to the other Party.
- b. Each Letter of Intent should contain a description of:
 - i. the dispute in sufficient detail to inform the other Party of the relevant issues and of the referring Party's position with respect to each; and
 - ii. the relief sought by the referring Party together with the factual and contractual basis for the relief sought;
 - iii. copies of correspondence, reports and such other documents to which the Party wishes to refer or upon which it relies;
 - iv. any relief sought by the recipient Party; and
 - v. the factual and contractual basis for the relief sought.
- c. Within 15 Business Days of receipt of a Letter of Intent, the recipient Party will provide the initiating Party with a response letter ("Response Letter"), which should contain a description of:
 - i. its position with respect to the issues identified in the Letter of Intent;
 - ii. a description of any additional issues it sees as relevant to the dispute and its position with respect to such issues in sufficient detail to inform the other Party; and
 - iii. copies of correspondence, reports and such other documents to which the Party wishes to refer or upon which it relies.
- d. Notwithstanding Section 1.1.2 of this Schedule, neither Party may claim any defect or deficiency in a Letter of Intent or a Response Letter as a basis for delaying or preventing dispute resolution from proceeding in accordance with Sections 1.1.3 and 1.2, so long as

the non-initiating Party is otherwise notified of the fact of the initiation of the relevant dispute resolution process and the relevant issues that are the subject of the dispute.

1.1.3. Negotiation Period

- a. Promptly following the time provided above for delivery of a Response Letter, the Representatives will confer and otherwise use reasonable efforts to resolve the dispute for a period of at least thirty (30) Calendar Days (“Negotiation Period”).
- b. The Parties will memorialize any resulting agreed settlement of the dispute pursuant to Section 1.1.2.
- c. If the Representatives are unable to resolve the dispute within the Negotiation Period, either Party may refer the dispute for resolution by the Dispute Resolution Panel subject to Section 1.2. The referring Party will notify the other Party and the Chairperson (as defined below) of the Dispute Resolution Panel (if such panel is then in existence) of such referral.

1.2. Dispute Resolution Process Panel

1.2.1. Role of Dispute Resolution Panel

- a. Either Party may, pursuant to Section 1.1.3.c, refer a dispute, other than with respect to the existence or legal validity of the Agreement, to the dispute resolution panel established pursuant to Section 1.2.2 (“Dispute Resolution Panel”) for consideration.
- b. The Parties are strongly encouraged to participate in the Dispute Resolution Panel meetings without the presence of legal counsel, although each Party is free to consult with, without limitation, legal counsel, consultants, and technical experts before or after the meetings to prepare for or respond to Dispute Resolution Panel meeting issues. The presence of legal counsel is strongly disfavored and diminishes the efficacy of the Dispute Resolution Panel process. Legal counsel may not make presentations on behalf of the Parties, or address the Dispute Resolution Panel, unless the Parties involved in the dispute agree otherwise. If a Party intends to have legal counsel attend a Dispute Resolution Panel meeting or hearing, that Party shall notify the other Party and the Dispute Resolution Panel of that intention at least (3) Business Days prior to the meeting or hearing; the other Parties involved in the dispute may respond promptly concerning whether they will also have legal counsel present.

1.2.2. Establishment and Rules Governing Dispute Resolution Panel

- a. Dispute Resolution Panel Process as Non-Binding Mediation
 - i. The Dispute Resolution Panel will consider disputes as mediators and not as arbitrators, and the proceedings of any Dispute Resolution Panel are intended to be non-binding mediation proceedings. All written documentation provided to the Dispute Resolution Panel and the Parties, and any records of the Dispute Resolution Panel meeting, shall be and remain settlement negotiations and shall not be admissible in any subsequent legal proceeding or arbitration, except for the limited purpose of demonstrating the performance of a condition precedent, and only to the extent necessary for that purpose.
- b. Composition and Appointment of Dispute Resolution Panel
 - i. The Dispute Resolution Panel will consist of three persons who must be and remain independent of the Parties, impartial and without any conflict of interest or any appearance of a conflict of interest.

- ii. No later than 15 Business Days after the referring Party first gives notice pursuant to Section 1.1.3.c above, each Party will appoint one person as a member of the Dispute Resolution Panel. The third person of the Dispute Resolution Panel shall be appointed pursuant to Section 1.2.2.b.iv below. If either Party fails to appoint such a person as a member of the Dispute Resolution Panel within such timeframe, or within a reasonable timeframe thereafter that a Party anticipates it will need to complete such appointment (which timeframe will be communicated to the other Party), then the other Party may commence court proceedings pursuant to Section 1.2.4.d with respect to an already-existing dispute.
- iii. Any person appointed pursuant to Section 1.2.2.b.ii above must have relevant experience on similar projects and/or contracts (i.e., commercial airport parking, transportation and related services).
- iv. A third person (“Chairperson”) will be selected by agreement of the two appointed members of the Dispute Resolution Panel from a list of 3 candidates provided by the City and deemed acceptable to both Parties. In the event of a failure to agree on the appointment of the Chairperson within 10 Business Days of receipt of a list of candidates, such Chairperson will be appointed by mutual agreement of the Parties. In the event a Chairperson is not selected within 30 Business Days after the first two members of the Dispute Resolution Panel are appointed (or such other period of time as the Parties may agree in writing) then either Party may commence court proceedings pursuant to Section 1.2.4.d with respect to an already-existing dispute.
- v. The Chairperson will be a lawyer barred for not less than eight (8) years and in good standing in the State possessing relevant experience on similar projects and commercial matters relevant to the project.
- vi. In the event of death, resignation, or inability or refusal to act by one of the members of the Dispute Resolution Panel, a new member will be appointed by the person(s) who appointed the original member within ten (10) Business Days of the occurrence of such event.
- vii. Following completion of this appointment process, or at either Party’s election, the panel will be automatically dissolved (provided that such dissolution will be delayed until it renders its decision on any dispute then pending before it).
- c. Costs and Expenses of Dispute Resolution Panel Members
 - i. Subject to the following, the costs and expenses payable to the members of the Dispute Resolution Panel will be agreed upon by the Parties, but absent agreement, each Party will pay the costs and expenses payable to its appointed member of the Dispute Resolution Panel and the costs and expenses of the Chairperson will be shared equally between the Parties.
 - ii. In order to mitigate the costs and expenses of appointing and maintaining the Dispute Resolution Panel:
 - A. a Party will only be required to pay a retainer during periods in which the Dispute Resolution Panel is inactive to its own appointed member, or through the sharing of costs and expenses of the Chairperson, with its prior written agreement;
 - B. the Chairperson’s compensation will be subject to the Parties’ mutual agreement, provided that neither Party may withhold its agreement to total

compensation of the Chairperson that is less than or equal to the compensation paid to its own appointed member; and

C. absent an ongoing dispute:

- a) the then-existing Dispute Resolution Panel may be dissolved by mutual agreement between the Parties; or
- b) either Party may, upon at least thirty (30) Calendar Days' notice to the other Party, cause the then-existing Dispute Resolution Panel (if any) to be dissolved if no disputes have been referred or referable to such panel during the prior six (6) month period,
- c) provided that the other Party may prevent such dissolution, by giving a responding notice that it reasonably anticipates initiating a dispute within the ninety (90) day period following such notice.

d. Dispute Resolution Panel Powers and Rules

i. The Dispute Resolution Panel will have the following powers:

- A. the Dispute Resolution Panel will fix its own rules of procedure, either generally or on an ad hoc basis, which rules will conform to these dispute resolution terms and otherwise be appropriate to the circumstances of the particular dispute, so as to provide a fair and expeditious means for determination, and will notify the Parties of such rules of procedure;
- B. the Chairperson of the Dispute Resolution Panel will decide whether or not to convene a hearing or otherwise take oral evidence or whether the Dispute Resolution Panel will determine the dispute on a documents-only basis;
- C. the Chairperson will fix the date, time and place of any hearing, provided that any hearing will be in the City of San Antonio, and identify the dispute(s) (or relevant parts thereof) to be subject to such hearing; and
- D. the Chairperson may order the evidence of a witness to be presented in written form by way of a signed statement and may order the production of any drawing, certificate, specification, report, study, written information and data and any other document (including a record of such document in digital form) (or copies thereof) in the possession of any Party, unless such document is subject to a legal privilege or immunity from production.

ii. Notwithstanding the foregoing:

- A. in determining any dispute referred to it, the dispute Resolution Panel will act fairly and impartially as between the Parties, giving each Party a reasonable opportunity to present its case and respond to the case of the other Party; and
- B. each Party may appear before a dispute Resolution Panel hearing accompanied or represented by technical, financial or other relevant consultants, as well as by legal counsel, all at its own expense.

1.2.3. Referral to and Conduct of Dispute Resolution Panel

- a. A dispute is considered as having been referred to the Dispute Resolution Panel on the later of:

- i. the date of reference of the dispute to the established Dispute Resolution Panel pursuant to Section 1.1.3.c; and
 - ii. the date that the Dispute Resolution Panel is established in accordance with Section 1.2.2.b of this Schedule.
- b. Any referral of the dispute to the Dispute Resolution Panel should include:
 - i. an initial concise summary of the nature and background of the dispute, of the facts relevant to the dispute and of the issues to be decided;
 - ii. any reasonable request for the Dispute Resolution Panel to consider, or not consider, such dispute together with any other previously or simultaneously submitted dispute; and
 - iii. copies of the Letter(s) of Intent and Response Letter(s).
- c. Each Party will promptly deliver such other information as the Dispute Resolution Panel may from time to time reasonably require for the purposes of resolving the dispute. A copy of all materials delivered to the Dispute Resolution Panel by a Party will be promptly provided by such Party to the other Party.
- d. Each member of the Dispute Resolution Panel shall observe and comply with all applicable public records laws of the State of Texas.

1.2.4. Dispute Resolution Panel Decisions

- a. All decisions of the Dispute Resolution Panel will be made and notified in writing (with reasons for the decision) to the Parties as soon as possible, but, in any event, no later than forty-five (45) Calendar Days (or such other period of time as the Parties may agree in writing) following the referral to the Dispute Resolution Panel, where the date of such referral will be determined in accordance with Section 1.2.3. Every decision will identify the specific issues to which it relates and the bases for such decision, and state whether it is a unanimous decision of the Dispute Resolution Panel. In the event of lack of unanimity, reasons for any dissenting opinion will be given.
- b. Any decision of the Dispute Resolution Panel will be non-binding on the Parties.
- c. The Parties will memorialize any resulting agreed settlement of the dispute on the basis of such decision pursuant to Section 1.3.
- d. Following either:
 - i. failure to constitute a Dispute Resolution Panel pursuant to either Section 1.2.2.b.ii or Section 1.2.2.b.iv;
 - ii. the expiration of the forty-five (45) Calendar Day, or other mutually agreed-upon, period referenced in Section 1.2.4.a of this Schedule for the Dispute Resolution Panel to reach a decision, if no decision is reached; or
 - iii. the twentieth (20th) day after any Dispute Resolution Panel decision,

D. absent an agreed settlement pursuant to Section 1.3, either Party may commence court proceedings with respect to the relevant dispute. For purposes of clarity, except as provided in Section 1.5, a dispute must first be referred to the Dispute Resolution Panel for resolution prior to commencing court proceedings with respect to such dispute.

1.3. Documentation of Dispute Resolution

- a. Upon the Parties' agreement on any settlement of a dispute reached pursuant to Section 1.1, the Parties will execute a written memorandum or similar document, in a form to be prepared by the City (unless the City otherwise delegates such preparation to the Parking Operator, in which case the Parking Operator will prepare such memorandum or document), setting out the details of such settlement. Such document will be considered a binding settlement agreement upon execution by duly authorized representatives of each Party.
- b. With the exception of any duly-executed settlement agreements, statements made by the Parties, including by their employees, agents and representatives, during any meetings or in any communications related to efforts to amicably settle or resolve a dispute pursuant to these dispute resolution provisions, including to or before a Dispute Resolution Panel, and documents containing statements or opinions specifically prepared in connection with the same, will be considered part of settlement negotiations and will not be admissible as evidence in any other proceeding between the Parties of any kind, including court proceedings pursuant to Section 1.2.4.d, without the mutual written consent of the Parties; provided, however, that any Party:
 - i. that prepares demonstrative exhibits or summary exhibits of evidence; or
 - ii. that retains experts or other Persons employed in a professional capacity to provide expert opinions and/or reports, which opinions and/or reports are prepared for presentation to the Dispute Resolution Panel,will be entitled to submit or otherwise use such work product in any subsequent proceeding.

1.4. No Joinder

No proceedings to resolve any dispute arising out of or relating to the Agreement will include, by consolidation or joinder or in any other manner, any additional Person, including any Subcontractor, not a Party to the Agreement, except with the written consent of each Party and any other Person sought to be so joined.

1.5. Equitable Relief and Preservation of Rights

- a. Subject to applicable provisions in the Agreement, either Party will be entitled to seek equitable relief with respect to any dispute at any time after the conclusion of the Negotiation Period.
- b. Notwithstanding any provision of these dispute resolution provisions to the contrary, either Party may at any time avail itself of any remedy under Law or contract, including commencing court proceedings with respect to any dispute, if necessary to preserve such Party's rights under any applicable statute of limitations. The other Party may request any such proceeding be stayed pending resolution of any actions or proceedings conducted pursuant to these dispute resolution provisions, to the extent such stay would not cause the initiating Party's rights to be prejudiced by application of a statute of limitations.

1.6. Continuation of Work

During the course of resolving any dispute pursuant to these dispute resolution provisions or the Agreement, Parking Operator will continue with the Services (including any Service that is the subject of the dispute), in accordance with the Agreement, and the City will continue without interruption to make timely payment of undisputed amounts.

1.7. Costs of Dispute Resolution

Subject to Section 1.2.2.c, each Party will bear its own costs and expenses, including attorneys' fees, in any dispute arising out of the Agreement, except as expressly provided therein or pursuant to the terms of any binding dispute settlement or court decision.

1.8. Other Matters

E. Decisions made in accordance with these dispute resolution provisions that are binding on the Parking Operator shall also be binding on the surety under the Bond, except that, unless the surety is a party to such proceedings, such decisions shall not affect any defenses that are special to the surety (i.e. defenses available to the surety which could not have been asserted by the Parking Operator in the underlying proceeding). In the event that the surety is a party to any proceedings, it may, and must, assert any such special defenses therein or else such defenses are deemed waived.

EXHIBIT A
REQUEST FOR PROPOSALS

[Attached]

**CITY OF SAN ANTONIO
AVIATION DEPARTMENT**



**REQUEST FOR PROPOSALS
("RFP")**

for

PARKING OPTIMIZATION - SAN ANTONIO INTERNATIONAL AIRPORT

(RFP 23-002; RFx 6100015572)

Release Date: March 14, 2023

Proposals Due: June 9, 2023; 11:00 AM Central Time

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections beginning on the *10th business day after a contract solicitation has been released through the 30th calendar day following the approval by City Council ("blackout" period):

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c)(4) and 501 (c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (3) The legal signatory of the high-profile contract;
- (4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- (5) Subcontractors hired or retained to provide services under the high-profile contract; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution was made by any of these individuals during the "blackout" period.

****For this solicitation, the first-day contributions are prohibited is March 28, 2023.***

The first day contributions may be made is the 31st day after the contract is approved at a City Council "A" Session.

RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council "A" session.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

For additional information, see the section of this RFP entitled "Restrictions on Communication".

002 – TABLE OF CONTENTS		
Section Number	Section Name	Page Number
001	Cover Page	1
002	Table of Contents	2
003	Background	4
004	Scope of Service	9
005	Additional Requirements	16
006	Term of Contract	18
007	Pre-Submittal Conference	19
008	Proposal Requirements	19
009	Changes to RFP	22
010	Submission of Proposal	22
011	Restrictions on Communication	23
012	Evaluation of Criteria	24
013	Award of Contract and Reservation of Rights	24
014	Schedule of Events	26
Section 015 - RFP Exhibits		
RFP Exhibit 1	ACDBE Program Overview and Requirements	27
RFP Exhibit 2	ACDBE Compliance and Enforcement	31
RFP Exhibit 3	Insurance Requirements	32
RFP Exhibit 4	Indemnification Requirements	35
RFP Exhibit 5	Prohibition on Contracts with Companies Boycotting Israel	36
RFP Exhibit 6	Prohibition on Contracts with Companies Boycotting Certain Energy Companies	37
RFP Exhibit 7	Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries	38
RFP Exhibit 8	Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited	39
RFP Exhibit 9	Required Federal Contract Provisions	40
RFP Exhibit 10	Current Contracts and Supplemental Information	42
RFP Exhibit 10.A	Rideshare Monitoring Services - Ordinance 2022-12-15-0948	43
RFP Exhibit 10.B	Valet Parking Services - Ordinance 2018-12-06-0970	43
RFP Exhibit 10.C	PARCS - Ordinance 2012-10-04-0781	43
RFP Exhibit 10.D	Supplemental Busing Services - Ordinance 2019-03-07-0172	43
RFP Exhibit 10.E	EV Charging Station Subscription - Contract	43
RFP Exhibit 10.F	Park Assist - Ordinance 2018-12-13-1006	43
RFP Exhibit 10.G	Pressure Washing Services - Ordinance 2023-01-12-0001	43
RFP Exhibit 10.H	Spitter Tickets - Ordinance 2020-11-12-0822	43
RFP Exhibit 10.I	Estimated Annual Costs for Contracts	44
RFP Exhibit 11	SAT Parking and Ground Transportation Rate Schedule	45
RFP Exhibit 12	Historical Parking Data	46
RFP Exhibit 13	Projected Enplanements	47
RFP Exhibit 14	Structured Cabling Infrastructure Guideline	48
RFP Exhibit 15	Responsibilities Matrix	49
RFP Exhibit 16	Parking Equipment List	50
RFP Exhibit 17	List of Surplus Vehicles	51
RFP Exhibit 18	Parking Operations Historical Revenues	52
RFP Exhibit 19	Parking Operations Historical Expenses	53
RFP Exhibit 20	Pre-Submittal Conference Agenda	54

RFP Exhibit 21	Pre-Submittal Conference Sign-In Sheet	55
RFP Exhibit 22	FY22 Contractual Expenses	56
RFP Exhibit 23	Parking Administration Building and Ground Lease Rates	57
RFP Exhibit 24	Parking Administration Building Floor Plan	58
RFP Exhibit 25	Parking Administration Building – Safe Room	59
RFP Exhibit 26	Pre-Submittal Conference Presentation	60
RFP Exhibit 27	ACDBE Outreach Event	61
RFP Exhibit 28	Parking Operations Employee Data and Benefits Summary	62
RFP Exhibit 29	GPP Analysis - STG 2023	63
RFP Exhibit 30	Parking Rate History	64
RFP Exhibit 31	Parking and Ground Transportation Master Schedule	65
RFP Exhibit 32	Parking Budget	66
RFP Exhibit 33	Staffing Budgets	67
RFP Exhibit 34	Presidential Executive Order 14037	68
RFP Exhibit 35	SAAS Sustainable Airport Manual	69
RFP Exhibit 36	Parking Space Changes 2014 to 2019	70
RFP Exhibit 37	Parking Rates by Lot	71
RFP Exhibit 38	Parking Lot Occupancy	72
RFP Exhibit 39	GT Trip Data 2019 to Present	73
RFP Exhibit 40	Parking Revenue Transactions FY19-22	74
RFP Exhibit 41	Parking Credit Debit Cash Transactions 12 Months	75
RFP Exhibit 42	Credit Card Fees	76

Section 016 - RFP Attachments		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
Attachment A, Part 1	General Information Form	77
Attachment A, Part 2	Experience, Background, Qualifications	78
Attachment A, Part 3	Proposed Plan	80
Attachment B	Financial Submission (Pro-Forma Worksheet) - REVISED	85
Attachment C	Contracts Disclosure Form	86
Attachment D	Litigation Disclosure Form	87
Attachment E	ACDBE Forms	88
Attachment F	Certificate of Interested Parties Form 1295	89
Attachment G	IoT Security Assessment	90
Attachment H	Questionnaire for Vendors – IT Security Cloud Questionnaire	91
Attachment I	Cloud Security Assessment Questionnaire (Microsoft Azure)	92
Attachment J	Cloud Security Assessment Questionnaire – (Amazon Web Service)	93
Attachment K	Cloud Security Assessment Questionnaire (Google Cloud)	94
Attachment M	Signature Page	96
Attachment N	Proposal Checklist	97

003 – BACKGROUND

- I. The City of San Antonio (hereinafter referred to as “City”) operates as a Council/City Manager form of government with an organization structure consisting of a City Manager, Assistant City Managers, and Department Directors all of whom are responsible for the daily operations of forty-two (42) departments and over 12,000 employees. The Council is composed of a mayor, elected by majority vote, and ten (10) single district council members. The City Manager is appointed by the City Council and serves as the City of San Antonio’s Chief Executive Officer.

The San Antonio International Airport (SAT) is owned by the City and operated and managed by the Aviation Department. The Aviation Department is led by the Director of Airports.

The San Antonio Airport System (SAAS) operates as an enterprise fund of the City. An enterprise fund is used to account for and report operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the expenses (including depreciation) of providing goods and services to the general public on a continuing basis should be financed or recovered primarily through user charges.

The operations of the airport system have significant economic effects throughout the San Antonio region. Some of these are direct economic impacts that involve airport services provided directly for airport users and passengers. Other impacts are indirect effects, which arise from spending in the San Antonio region by visitors who have flown here for personal or business reasons.

A. DESCRIPTION OF SAT

In 2022, SAT continued with its strong recovery from the COVID-19 pandemic with 9.5 million passengers, the 45th busiest airport in the U.S. based on 2022 departing seat capacity, classified as a medium-hub under the Federal Aviation Administration (FAA). It serves approximately 41 non-stop domestic and international destinations.

Passengers are defined as enplaning (embarking) and deplaning (disembarking) passengers at an airport, including passengers who are continuing their air journey, and excludes passengers who remain onboard and are continuing on their journey. Following are historical passenger numbers:

- 2021 7.5 million
- 2020 4.0 million
- 2019 10.4 million

In addition, projected SAT enplanements through year 2032 can be found in Exhibit 13.

SAT sits on 2,600 acres of land and is located approximately 8 miles from downtown San Antonio, accessible by Interstate 410 and U.S. Highway 281. The airport features three runways and two passenger terminals connected by a two-level roadway with the upper level for departures and the lower level for arrivals. All the parking structures are accessible and clearly marked on the airport roadway system.

At SAT, parking, commercial vehicle and most ground transportation operations are currently performed by City employees. The Aviation Department manages and operates SAT’s parking and ground transportation services with fifty-seven (57) staff and a fleet consisting of two (2) small sedans, four (4) pick-up trucks, five (5) golf carts, and nine (9) 14-passenger shuttle busses. The Department also contracts out supplemental shuttle services to provide as-needed support for transporting passengers to/from the Economy lots and the passenger terminal during peak demand periods and/or to cover leave for City employees. Valet services are currently available through a contracted private operator. See RFP Exhibit 10 for additional details on the City’s Valet contract.

The Aviation Department is expected to begin construction of a new parking structure and ground transportation center (GTC) in March 2025 with an estimated completion date of July 2026. The parking structure will include an at-grade exit plaza, a commercial vehicle pickup area on the second level, and a premium public parking product on the additional elevated levels. The structure will include approximately 550 parking spaces for passengers to support the New Terminal Program and approximately 880 linear feet of loading areas for commercial vehicles, excluding full-sized buses. The structure is anticipated to connect with a pedestrian bridge, over the Terminal Roadway, that connects passengers directly to the New Terminal.

The proposed location for the new Parking Structure and GTC facility is currently occupied by the existing public parking exit plaza, which will need to be reconstructed to allow for the construction of the new structure. A temporary exit plaza will allow uninterrupted public parking operation during construction.

The site elements included in the new parking structure and GTC are as follows:

- Reconstructed at-grade public parking exit plaza
- A new entry plaza (dedicated short-term and long-term) with a commercial vehicle bypass
- A six-level post-tension concrete structure
- Two single-thread helices for vehicular vertical circulation
- A pedestrian bridge between the parking structure and the New Terminal
- A vertical circulation core to serve parking and GTC
- Bridge/ramp structures to provide access to/from the elevated ground transportation area
- Bridge/ramp structures to provide access from existing parking structures to exit plaza
- Pavement markings and signage
- Lighting
- Parking access and revenue control equipment

All public parking vehicles will enter through a newly consolidated entry plaza at the northwest corner of the existing Long-Term parking facility. The entry plaza will provide separate lanes to sort customers for Short-Term and Long-Term parking. A dedicated commercial vehicle entry lane will bypass the entry plaza. The Parking Management Office (PMO) should not be impacted by this project.

B. DESCRIPTION OF SAT PARKING FACILITIES AND SERVICES

Parking facilities and services include the following:

- **Long-Term Parking Garage (LTG)** consists of a garage with 5,439 parking spaces and two adjacent surface lots with a total of 166 parking spaces. The lots are used for oversized and over height vehicle parking. The garage has a parking guidance system on Levels 1-4 equipped with Park Assist M4 Smart Sensors (above the parking spaces). The vehicle count on the roof is managed with a simple loop system. The surface lot spaces each have a count sensor puck that detects occupancy. All guidance and counts are provided through Park Assist. The LTG garage has the “Park Surveillance” module activated which records and stores up to 30 days of continuous footage that is readily accessible and viewable using the Video Display Generator (VDG) computer located in the parking office. See Exhibit 10 for additional details on City’s Park Assist contract.
- **Short-Term Parking Garage (STG)** is located next to the terminals. Public parking is on levels zero (0) and one (1) of a seven (7) level parking structure that also houses the car rental companies’ operations. There are 1,238 public parking spaces and the facility is equipped with the same parking guidance and surveillance systems as the LTG. The remaining portion of the garage is managed by a third-party management company for the rental companies. The Long-Term garage and the Short-Term Garage share a common exit plaza equipped with seven (7) exit lanes with cashier booths and one (1) exit lane that does not have a cashier booth that is primarily an exit for busses and card holders. Above the cashier booths is a pneumatic tube system used to shuttle cash and paperwork to/from the booths and the secured counting room in the parking office.
- **Economy** parking consists of two surface parking lots accessible to the terminal by shuttles. The Economy Green lot has 2,015 stalls. The Economy Red lot is operated as an overflow lot during peak periods, with 550 stalls. Both lots are uncovered and equipped with the same parking revenue control systems as the garages.
- **Employee Parking Lot** (the Purple lot) has 773 parking stalls, located within walking distance of the terminal. The lot is equipped with City issued access control but does not offer pay-as-you-go parking options on site. Future development of an additional terminal on that site shall cause the Department to develop an alternate location for employee parking that may cause additional need for shuttle transportation.
- **Fly Away Valet** operates as a separate airport concession and is located at Terminal A at curbside arrivals. Valet cars are parked in a designated, secured area on level one of the STG with 80 parking spaces and level 0 with 171 spaces.
- **Taxi/TNC Combined Holding Lot** consists of 199 spaces and is equipped with a dispatch and fee collection system developed by Hub Parking. The lot has a permanent restroom facility and small breakroom, which will need constant monitoring for cleanliness, and those facilities are supplemented by portable toilets on the lot which will need to be serviced four times per week. This lot is not accessible to the public for parking.
- **Cell Phone Lot** has 150 parking spaces and offers free Wi-Fi to waiting customers and has a digital message board that displays flight information and various other airport related messaging and advertisements. The Wi-Fi service and the digital message board will be maintained by the Department.

C. SAT PARKING RATE STRUCTURE

The current parking rate structure can be found in RFP Exhibit 11. Parking rates are part of City code and may be amended by City Council. The City Code pertaining to parking rates can be found at:

https://library.municode.com/tx/san_antonio/codes/code_of_ordinances?nodeId=PTIICO_CH3AI_ARTIISAANINAI_STMUJAIURE_DIV10RAFE_S3-179PARACH

The Aviation Department also maintains its Guaranteed Parking Program, enabling frequent flyers and business travelers to enjoy guaranteed parking in the STG (\$360/month) and LTG (\$240/month). Parking areas are located on the lowest levels and are access controlled using a proximity card in both garages. The Guaranteed Parking Program has 85 parking spaces in STG and 131 parking spaces in LTG. This program, like the others, should be reviewed by the selected Parking Operator.

Respondents' proposals shall be based upon the current statutory parking pricing structure. However, Respondents may provide proposed changes to the current pricing structure as part of their submission.

D. SAT'S CURRENT PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)

HUB Parking USA (WebParcs version 7.1.2) provides the airport's PARCS. WebParcs is integrated with a billing and accounts receivable system (ARS) for tracking and billing monthly parkers developed by Integra Park called PARIS. WebParcs is also integrated with the parking guidance system collecting vehicle counts in the garages which is then fed to the SAT website. The Parking Operator will be responsible for the operation and maintenance of PARCS and ARS in the future. The Aviation Department strongly suggests that any future system should be integrated with the PARIS software. Alternatives including Software and hardware as Services (SaaS) should be strongly considered for future upgrades. A complete test bed or training station should also be provided so that future system upgrades can be fully tested before implementation on any live systems.

E. CASHIER SERVICES AND MILITARY PARKING VALIDATIONS

The Department recently replaced the cashier stations with new generation equipment that is Windows 10 compatible. Late in 2022, all entry and exit stations were replaced with stations that are equipped with integrated bar code readers and AVI card readers. The new stations are EMV compliant. (Euro, MasterCard, Visa – Chip and pin credit card acceptance). The EMV chip and pin capability will be activated when it becomes necessary or is cost effective to do so. The Parking Operator will have the responsibility of operating cashier services. Although the new stations are capable of supporting other parking services such as reservations and mobile payments, this involves additional implementation and integration that will be the responsibility of the selected Parking Operator.

SAT offers a benefit of free parking to Veterans that have Disabled Veteran (DV) license plates issued in any US state or Military specialty plates that are issued in the state of Texas. There are strict requirements that need to be met to qualify for this validation to include that the plate recipient must be in the vehicle at the time of exit, the plate must be permanently attached to the vehicle and the recipient must provide a copy of the vehicle registration and their driver's license. Currently, this validation process takes approximately 2.5 minutes.

RFP Exhibit 12 contains a summary of parking transactions and validations.

F. SHUTTLE SERVICES

The Department operates nine (9) 14 passenger shuttle busses. The Department also contracts out supplemental shuttle services to provide as-needed support for transporting passengers to/from the Economy lots and the passenger terminal during peak demand periods and/or to cover leave for City employees. It is expected that the shuttles shall run 24/ 7 and maintain a 5 to 8 minute pick-up and drop-off time.

G. COMMERCIAL VEHICLE MANAGEMENT AND GROUND TRANSPORTATION

The Department is also responsible for issuing ground transportation annual permits and collecting the required per trip fees from taxi's, limousines, hotel shuttles, TNC's, and charters. Additional oversight of these operations occurs in the holding lot and at the terminal curb to provide customer services to passengers and to ensure that City ordinances are being followed. Ground transportation personnel that are responsible for monitoring the activity of ground transportation providers shall be scheduled at a minimum from 0700 to 0200, there shall be 2 to 4 employees on duty depending upon the time of day. Additional hours will need to be scheduled to account for late arriving

flights or flights arriving before 0700. Flight schedules and a late arrival report will be provided monthly to the operator. In fiscal year 2022, there were 1,004,815 commercial vehicle trips which include pick-up and drop off for Hotels and TNC's, and the pick-up of passengers for all other modes of ground transportation. The current City approved ground transportation fee schedule can be found in Exhibit 11.

II. OBJECTIVE AND CONCEPTUAL APPROACH

Through this RFP, the City intends to transition its parking, shuttle services, commercial vehicle management and ground transportation functions to private operation. At SAT, parking and most commercial vehicle operations are currently performed by City employees.

The City is seeking a firm to provide parking management and operations, shuttle services, commercial vehicle management and operations as well as ground transportation functions. The Aviation Department desires to leverage smart parking and commercial management principles to achieve the following objectives:

- Extraordinary customer service
- Generating new revenue
- Promoting efficient operations

The scope of services contained in this RFP seeks the services of a firm to provide parking optimization to include parking, commercial vehicle and ground transportation operations, hardware, software, and associated services. The Department also intends this RFP to introduce parking reservations and dynamic pricing in the future.

- Selected Respondent should provide existing City staff an opportunity to continue employment with their firm at similar compensation and benefits. City employees will also be offered an opportunity to stay with the City in another capacity.
- The City desires to have a seamless parking operation, including where possible, a cashless operation. The Military Parking Validations program does require some cashiering services today, but it is the City's hope that Respondents will recommend ways of more efficiently managing these operations to meet the City's goals.
- Selected Respondent may utilize the existing parking office facilities to operate a customer service call center, including addressing intercom calls, phone calls, monitoring two radio channels and assisting cashiers and employees with their needs. These functions are currently performed from the parking office that is near the main parking exit plaza. Future development of an Airport Integrated Control Center (AICC) may require that some of the services mentioned above shall be done from a remote location other than the parking office. The parking office consists of 4,940 square feet and may be rented by the Parking Operator at the current fair market rate value.
- The selected Respondent will be charged rent for space at SAT (staffing, back office, storage for inventory, etc.) at the current fair market value. A site tour of SAT parking facilities will be conducted and will include viewing potential location(s) for the Respondent's space.
- Selected Respondent shall provide insurance specified in this RFP for all vehicles operated in performance of required services and be responsible for all claims that may arise in performance of the resultant contract.
- City vehicles deemed surplus as a result of transitioning to a private operator will be offered for sale to the selected Respondent. Refer to Exhibit 17 for a list of surplus vehicles and estimated sales price.
- Selected Respondent is expected to reduce costs, increase revenues, and improve net contribution to the Aviation Department over the duration of the contract term.
- Selected Respondent is expected to create and manage new parking products, including a parking reservations system at SAT.
- Selected Respondent is expected to provide a Commercial Management function for dynamic rate-setting and yield management in addition to their Parking Operator function.
- The selected Respondent will be responsible for procuring and financing any new software or hardware services necessary to manage and dispatch the taxis from SAT's existing holding lot, electronically collect trip data from the TNC's, and provide infrastructure necessary to collect trip fees for all modes of ground transportation. The Department currently is contracted with Gatekeeper Systems and use their TNC Ops module to monitor the TNC activity on airport property. The second system in use at SAT monitors the activity of all other Ground transportation providers at three locations. The locations are the taxi hold lot, the Short-Term Garage, and the roadway. At the taxi hold lot, there is a taxi dispatch function and a board that displays who is to proceed to the curb, upon exit from

the taxi lot the system charges the taxi operator the appropriate pick-up fee. There are E5 readers on the roadway that will pick-up activity of hotels, and charters as they drive through the terminal curbs. At the entrance and exit of the Short-Term Garage there is a separate card reader that limousines and taxi's use to gain access to the garage for personal pick-ups. All the ground transportation management system, except for Gatekeepers TNC Ops, is currently provided by Hub Parking.

- The City expects that the best system which meets City and Airport Visitor needs is implemented. If Respondent proposes a cloud-based system, the City prefers that data, applications software and associated hardware be in the cloud environment with only endpoint devices that perform business functions being located on SAT's premises.
- The City of San Antonio Information Technology Services Department currently supports the existing parking system. In most cases, the parking system IT network is standalone. The WebParcs system is located in the City's Secure Data Center and any interim use of this system by the Respondent until a replacement system is deployed will require Respondent's personnel to undergo additional background checks as outlined in the City's IT Standards and/or cloud security-based checklists. See Attachments G, H, I, J, K and L.
- IT equipment or other parking infrastructure equipment needed by the Respondent to support Parking Operations and systems to include items such as gate controls, intercoms, proximity readers, and network routers/switches located on SAT's premises must be managed and maintained by the Respondent. The City, at its discretion, may transfer any existing, dedicated parking infrastructure equipment to the Respondent as part of the contract should the Respondent wish to use them.
- IT network equipment used for parking operations is located in City managed IDF's/MDF's and Respondent will not be allowed access to these facilities. Respondent will need to provision for a separate IDF closet to house any necessary network equipment or communication/Internet connections. The City, at its discretion, can allow Respondent to use existing free fiber pairs to parking lot locations by pig tailing from their current IDF to the Respondent IDF.
- The City reserves the option to keep any or all parts of the hardware/software/systems or cloud-based services used to provide parking services at the end of the contract. The City also reserves the option to have Respondent remove applications software, systems, and associated on-premise or off-premise hardware at the Respondent's cost. Estimated costs should be included in the response.
- The City prefers that Respondents provide their own fiberoptics, interconnectivity, and cloud infrastructure to support its operations and maintenance. Respondent may recommend alternative solutions to cloud-based infrastructure which the City will consider. The City reserves the option to keep any or all parts of the fiberoptic infrastructure or other interconnectivity equipment at end of the contract. The City also reserves the option for all fiberoptics and interconnectivity to be removed by the Respondent at the Respondent's cost. Estimated costs should be included in the response. See Exhibit 14 Structured Cabling Infrastructure Guideline.
- The selected Respondent will comply with City plans and ordinances related to Carbon Emissions Management, Ozone Action and utilizing electric vehicles when appropriate. The selected Respondent will provide Electric Vehicle (EV) reports and usage data within 24 hours of request to the Aviation Department personnel. The selected Respondent will provide information for Freedom of Information Act (FOIA) requests.
- Respondent shall identify all anticipated capital investment in the proposal submission. Respondent will be required to provide financing for capital purchases. All capital purchases must be approved by the Director of Airports. Capital purchases will transfer to the City upon contract termination at City's discretion.

Other City Parking Facilities

The City's Center City Development Office (CCDO) manages the following City parking facilities and surface lots:

Parking Garages

- Houston Street Garage, 111 College St., 900 spaces
- St. Mary's Garage, 205 E. Travis, 704 spaces
- Central Library Garage, 600 Soledad, 428 spaces
- Convention Center Garage, 415 Bowie St., 465 spaces
- City Tower Garage, 117 W. Commerce, 700 spaces

Staffed Surface Lots

- Martinez Parking Lot, 598 E. Cesar Chavez Blvd., 44 spaces
- South Alamo Lot, 418 S. Alamo, 61 spaces

Metered Surface Lots

- Houston/Nolan Lot, 1001 E. Houston, 156 spaces
- Market Square Lot, 612 W. Commerce, 177 spaces
- Municipal Court Lot, 401 S. Frio, 155 spaces
- IH35 Lots, 650 W. Houston, 429 spaces
- IH37 Lots, 427 9th St., 172 spaces

Daily rates at CCDO managed locations range from \$2.00 to \$10.00 per day with monthly rates available. In addition to the Aviation Department Scope of Services outlined above, the City is requesting Respondents' interest in potentially expanding the scope to include the above CCDO managed locations through a separate contractual agreement.

Respondents are invited to expand their scope of work to include additional services that are recommended to meet the City's goals. If such services are determined to be in the City's interest, the scope and pricing for the additional services will be negotiated with the successful Respondent.

The Respondent understands that the Parking facilities were previously financed with the proceeds of the proceeds of tax-exempt debt (the "Tax-Exempt Bonds"). In connection with the issuance of the Tax-Exempt Bonds, SAT made covenants (the "Bond Covenants") with the holders of the Tax-Exempt Bonds that the Parking facilities would be used in a manner that assures that the Tax-Exempt Bonds continue to qualify as obligations within the meaning of sections 103 of the Internal Revenue Code (the "Code"). The Respondent agrees not to use or permit the use of the Tax-Exempt Facilities in a manner which it knows or should know would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Tax-Exempt Bonds under section 103 of the Code. Moreover, in furtherance thereof, if the Respondent agrees to provide SAT such information in its possession with respect to the use of the Parking facilities in order that City to may timely respond to any questions posed to it by the Internal Revenue Service. In furtherance hereof, the Respondent agrees that: (i) the compensation hereof is reasonable (ii) the Term of Contract will not exceed the 80% of the remaining economic life of the Parking facilities, (iii) SAT retains risk of loss for the Parking facilities, and (iv) the Respondent will not take any depreciation or amortization with respect to the Parking facilities nor will it take an inconsistent tax position with that of SAT being the owner of the Parking facilities.

004 - SCOPE OF SERVICE

The City's Aviation Department invites qualified firms to submit proposals for the transition of its parking, shuttle, commercial vehicle and ground transportation functions to private operation.

It is the City's intent to award one contract to provide the services requested by this RFP. Respondents' proposals shall address all requested services outlined in this Scope of Services. The Department will retain management oversight of parking, shuttle, commercial vehicle and ground transportation services.

I. Parking Optimization

The City seeks Respondents to demonstrate how their smart parking offering would provide exceptional parking, commercial vehicle and ground transportation services (including management and operations of all SAT's facilities), generate significant financial contributions to the Department, and enhance customer offerings through new parking products, dynamic pricing, and the application of digital technologies. See Exhibits 18 and 19 for historical revenues and expenses for the Aviation Department's Parking Operations.

Responsibilities of the selected Respondent will include:

- **Parking Operations:** provide management and operations for all existing and future parking facilities. This includes the LTG, the STG, two Economy Parking Surface Lots, a Cell Phone Lot, Taxi/TNC lot and SAT's Employee Parking Lot. See Exhibit 16 for a list of equipment currently installed at these parking facilities and lots. It is highly likely during the period of the contract that changes to, and development of, parking facilities will take place. This includes a required move of the Employee Parking Lot in 2024 and the potential construction of a new garage and entry plaza. If these occur, the Department will seek the advice of the selected Respondent to ensure alignment of parking strategies and the application of state-of-the-art Smart Parking innovations in these facilities.
- **Revenue Optimization:** a primary goal of this RFP is to maximize parking revenues. The Parking Operator will be responsible for implementing parking reservations and dynamic pricing, creation of new parking and ground transportation products, and the implementation of on-line marketing services.

- **Upgrading and Maintaining SAT Parking Equipment:** the selected Parking Operator will be responsible for all parking and ground transportation equipment, including any supporting IT equipment, the airport's parking access and revenue control system (PARCs), parking guidance and surveillance systems, equipment supporting cashier services, software that supports the billing of monthly parking cards with an online customer portal, monitoring and maintenance of the Electric Vehicle charging stations, Ground Transportation Management System, and TNC monitoring software. When existing City service contracts expire, or at a date designated by the Department, it is expected the Parking Operator will be responsible for upgrading and maintaining this software and equipment (see RFP Exhibit 10).
- **Electric Vehicle Charging Network:** The selected Parking Operator will be expected to maintain the existing Electric Vehicle (EV) charging network of level 2 chargers that exist in the Long-Term Garage (13 Chargers), and the Short-Term Garage (8 chargers). The Chargers warranty management and maintenance will be maintained by the selected Parking Operator. The ChargePoint Inc. online monitoring and reporting account will be managed by the selected Parking Operator and will be responsible for maintenance.

The Electric Vehicle (EV) Parking areas in the Long-Term and Short-Term Garage will be maintained by the selected Parking Operator. Charging stations will be inspected for damage and required maintenance. The selected Parking Operator will inspect the parking areas of the Charging Stations daily to ensure that only EVs are utilizing the parking area. Any violators will be notified and ticketed as required. Any reported service outages reported for the EV parking areas will be addressed within 24 hours of notification.

The selected Parking Operator cannot expand the existing Electric Vehicle (EV) charging network without filing appropriate minor construction approval forms and approval from the Environmental Stewardship Division

- **Changes to Facilities:** SAT will make changes to the facilities as operational needs determine. The selected Respondent will be able to support such changes and enable them. Examples of these changes might include: 1) open and close parking lot areas and structures; 2) assign to Parking Operator new, temporary, and/or permanent facilities, including surface lot areas and structures where Parking Operator shall install appropriate parking equipment, signage and other necessary equipment; 3) designate certain areas as employee/contract parking only; and 4) rearrange parking areas including entrance and exit lanes. The City also welcomes suggestions from the selected Respondent to improve parking operations throughout the contract term.
- **Customer Assistance:** Selected Respondent shall provide 24-hour emergency service 365 days per year at no charge to the customer for: 1) car search assistance, 2) dead battery jump starts, 3) inflation of flat tire, 4) fuelling assistance (provide one gallon of fuel when empty tank encountered), and 5) lock out assistance (e.g., customers to be provided with the phone number of a locksmith to unlock doors of cars with keys locked inside).
- **Security:** The selected Respondent will be responsible for providing security services that could include 24/7 passive camera monitoring and/or on-site security patrol of the assigned parking facilities and lots.
- **Customer Programs:** At SAT's direction, Parking Operator may administer a frequent parker program, corporate parking discount program, paid airline employee programs and coupon programs. Additionally, Parking Operator may offer various customer services, such as car washing and electric charging stations, as may be mutually agreed upon by the Aviation Department and Parking Operator. The City is open to exploring other equipment per the Respondent's solutions.

NOTE: At a future date, the Aviation Department may create a commercial program to charge for charging station use. If such a program is created, the City would assume the capital investment, the Parking Operator would provide ongoing maintenance, and any new parking product would be agreed by the Parking Operator and City.

- **Customer Correspondence:** Correspondence can take any form: physical letter, email, and other social media comment. Parking Operator shall provide an initial response to the customer within 24 hours. Any complaints that require an investigation and a response to the customer shall be completed in three (3) business days excluding holidays and weekends. All complaints, compliments and responses shall be tracked real time through a collaborative on-line tracking system. Parking Operator shall provide a summary to Department on a weekly basis.
- **Mystery Shopper Service:** With the written consent of the City, the Parking Operator shall engage an independent contractor (without affiliation to the Parking Operator) to monitor and test the quality and effectiveness of Parking Operator's services, compliance with the terms and conditions of the agreement, adherence to the operations and procedures described in the SAT Parking Operations and Management Plan, customer service, and credit card/cash handling procedures through the use of a professional shopping service operator. In the event such shopping service determines that the level of Parking Operator's service is below that required by the agreement, Parking Operator shall take corrective action. All shopping reports shall be compiled and shared with SAT on a monthly basis. SAT is asking Respondents to determine what the frequency (daily, weekly, monthly) and coverage

(all garages, one garage per occurrence, etc.) should be to balance cost and still be effective in reaching SAT's customer service goals.

- **General Parking Management:** Parking Operator shall provide comprehensive management services for parking, 24 hours seven days per week, in accordance with the requirements of the resultant Agreement, the approved Plan and as directed in writing by SAT Parking Services. Parking Operator shall provide prompt, courteous, and high-quality service to airport patrons and employees at all times. Parking Operator shall ensure that the operation is managed in a manner acceptable to the Aviation Department and that clean, safe, efficient, attractive, high-quality facilities and services are provided to airport patrons and stakeholders.

- **Parking Operations and Management Plan**

Parking Operator shall provide this Plan to the Aviation Department in hardcopy and electronic format within 45 days after Notice To Proceed (NTP), for the Department's review and approval. The Plan will include Standard Operating Procedures (SOP) that provide basic guidance on policies, practices, and procedures covering all aspects of parking management and operations, including, but not limited to the PARCS, reservation system, customer service, cleaning, contingency plans for system and utility failures, audit process and procedures, cash and credit card reconciliation process and procedures, credit card and cash refund procedures, theft prevention process and procedures, exception transaction procedures and process (i.e. lost ticket, unreadable ticket, system, failure, etc.), employee parking pass issuance and procedures, and all other parking operations.

The Plan and the procedures contained therein shall be developed by the Parking Operator based upon its best judgment and shall reflect an understanding between Parking Operator and SAT on how the facilities shall be operated. Parking Operator shall confer with the Aviation Department in its preparation of the Plan and corresponding SOPs and shall incorporate all information provided by Department. The Plan shall be kept current by Parking Operator throughout the contract term. The information in the Plan shall be initially approved by Department and reviewed by the Parking Operator and Department at least annually and updated as mutually agreed.

- **Ticketing and Cashier Functions**

Parking Operator shall monitor and operate all entries and exits to the facilities identified in this RFP and shall perform the cashier functions in accordance with the Plan and the direction from Aviation Department. All public parking facilities shall be open for public entry and exit except when full or as may be otherwise approved by Department in writing.

- **Remote Assistance**

It is the Aviation Department's desire to fully automate cashiering operations and minimize the number of cash transactions. With this automation, the Parking Operator shall still be able to assist patrons that are in the entry or exit lane with the processing of their transactions remotely at all assigned parking facilities. Exception transactions shall be handled quickly and efficiently in a manner as to not delay the customer from exiting the parking facilities.

- **Parking Ticket**

The parking ticket shall list the parking terms and conditions approved by Aviation Department. This will include, but not be limited to, the identification of the Parking Operator by name and how to contact them on a 24 x 7 basis on each Parking Ticket and in the Terms and Conditions on virtual tickets from the online Reservation System. The Parking Operator shall procure the ticket stock and stock the ticket dispensers.

- **Non-Revenue Transactions**

Parking Operator shall permit Aviation Department-owned and operated vehicles, emergency vehicles, and other categories of vehicles and groups of individuals as approved by the Aviation Department to access or park in designated parking lots and garages at no charge. The Parking Operator shall also provide the Department with a reasonable number of parking spaces for its use at no cost to the Department.

- **Virtual Cashless Operation from the City's Perspective**

The Department desires to eliminate the handling of all cash and any task relating to the handling of cash as a result of this RFP and subsequent contract with the selected Respondent. As a result, the selected Respondent will develop procedures for ensuring the chain of custody of all cash will be solely within the Respondent's control and be deposited daily into SAT's designated bank account. This includes cash pick-ups/drops during shifts, consolidation of funds and other steps taken in collecting, counting and depositing cash.

- **Exit Standards**

- **Traffic Management and Static Signage Management:** Parking Operator shall monitor and manage all traffic within the public and employee parking facilities and lots as required per the Aviation Department by directing traffic, setting up and taking down cones or barricades, and erecting or replacing delineators. This responsibility encompasses the entry and exit to a parking structure or surface lots and the movement within the parking structures and across the surface lots on a 24 x 7 x 365 basis. Parking Operator shall propose any strategies and / or back-up plans to accommodate customer exiting traffic should any condition that would back up the exit plaza with more than 4-5 cars per lane. (Example would be a catastrophic equipment failure). Proposed solution must not compromise revenue collections nor proper cash control procedures.
- **Static Signage and Information:** Parking Operator shall provide clear, visible static signage for parking patrons showing parking facility names and rates and directing them to available parking areas. The selected Respondent shall work with the Aviation Department to provide real time parking information through websites and other identified channels as approved by the Aviation Department.
- **Inclement Weather:** Parking Operator must ensure it prepares for inclement weather conditions and appropriate steps are to be taken as determined in the Plan. A flood / ice / snow / major storm / fire / plan is to be jointly developed and included in the Plan. The flood / ice / snow / major storm / fire / portion of the Plan will address staffing, stay in-place procedures, securing equipment, acquiring supplies, checking backup generators, and other preparations and procedures. The Parking Operator's plan shall address assigned facilities and lots while City will be responsible for common use areas and roadways.
- **Other Services:** Parking Operator shall operate and manage various other parking related services as determined by SAT including, but not limited to, the following:
 - **Emergency/Information Callboxes:** Parking operator shall utilize the current internal method for calling upon emergency response personnel. The Aviation Department's existing Operations Control Center (OCC) and future Airport Integrated Control Center (AICC) receives all emergency calls using the number 210-207-3433 and the emergency call boxes in the parking facilities are also routed to the same number.
 - **Handicap (ADA) Parking Spaces:** Parking Operator shall not remove or take out designated handicap parking spaces without approval from the Aviation Department. Parking Operator shall keep current on any potential violation regarding the required number and location of spaces by facility.
 - **Identification of Abandoned Vehicles:** Parking Operator will determine what vehicles are outside of the time limit associated with the parking space they are occupying and contact the relevant SAT agency (Airport Police and/or Parking Services) for disposition (towing, etc.).
 - **Planning Assistance:** Parking Operator, through its General Manager and management staff, shall provide assistance to the Aviation Department in the planning process for facility expansions, facility replacement projects, and changes in services within its reasonable ability and expertise as a parking management firm. This may include, but not limited to, revenue forecasting, operational plans for new facilities and services, potential changes in technology applications related to parking and ground transportation, as well as marketing efforts related to any existing operations for which the Parking Operator is responsible.

OPERATION OF PARCS AND REVENUE CONTROL

- **Parking Access and Revenue Control Systems (PARCS):** Parking Operator shall operate a comprehensive PARCS at SAT facilities. Parking Operator is responsible for all software upgrades and maintenance activities associated with the PARCS including correction of minor repairs such as broken gate arms and ticket jams. Parking Operator will be responsible for software upgrades and maintenance upon expiration of City contracts or at a date designated by the Department. All software shall be upgraded with patches and updates as it becomes available from each provider.

Parking Operator shall provide system status monitoring; reporting and correction; and data backup and management for the development of manual and computer-generated reports outlined in the Plan. Parking Operator shall not copy, assign, sell, or use the software for purposes not authorized by the agreement.

- **PARCS Equipment:** All PARCS and related equipment now in use is the property of SAT and will be assigned without charge to Parking Operator for its use under the agreement. The City is interested in determining how long

the existing PARCS can continue to function with the expectations of incorporating parking reservations and dynamic pricing to the parking services offered. Should replacement of the current PARCS system be required during the term of the resultant contract, the selected Respondent will be responsible for procuring and financing the replacement system.

- **Payment Card Industry (PCI) Compliance Data Security Standards (DSS):** The PARC system must continuously meet Level 2 PCI standards and security compliance and shall be prepared to meet level 1 standards should that become a requirement. PCI standards are developed and managed by the PCI Security Standards Council. Parking Operator shall also ensure that COSA will not be held liable for violations of the PCI DSS related to Parking.
- **PARCS Training:** Parking Operator shall fully train all personnel operating the PARCS in the proper operation and procedures for the use of the equipment prior to the start of their assignments. All training shall conform to the standards and requirements set forth in the Plan and shall include and meet PCI standards.

Revenue Control

- **Collection and Deposit of Gross Receipts:** Parking Operator shall collect, count, record, and hold all gross receipts received by it in trust for SAT, until deposited to a SAT bank account. Net receipts are the total of payments for all parking sales and other sales of goods and services, whether paid for by cash, credit or otherwise, net of credits and refunds to customers relating to such sales. Parking Operator shall provide their own funds for providing cashiers with banks and change.
- **Credit Cards and Checks:** Parking Operator shall accommodate patrons wishing to pay parking fees by nationally recognized credit and/or debit cards as directed by the Aviation Department. Acceptance of checks shall be limited to authorized companies or vendors for employee parking or as directed by the Aviation Department.
- **Credit Card Processing:** The City's Merchant Banking Processor is Chase Paymentech, and the City is currently in the process of selecting a new Merchant Banking Processor. If directed by the Finance Department in writing, Parking Operator shall maintain service agreements with credit card processors.

The Aviation Department is interested in reducing the cost of credit card use and is interested in Respondent's ideas on how to reduce these expenses.

- **Overages and Shortages:** All overages are to be deposited along with a reason for the overage. An overage is any revenue collected over the amount reported on the end-of- shift ticket and PARCS reports. All shortages (a missing deposit, cash shortage in a drawer, etc.) are the responsibility of the Parking Operator. There shall be no "netting" of overage and underage in the preparation of reports and deposits.
- **Unaccounted-for-Tickets/Missing Tickets:** Parking Operator shall be fully accountable for all parking tickets issued, including both used and unused tickets.
- **Revenue Reports:** The Aviation Department prefers the ability for an authorized Department business unit user (not IT) to easily create reports on an ad hoc basis, save and share those reports. In addition, the Parking Operator shall submit daily and monthly reports, certified by the Parking Operator's General Manager or approved designee, to reconcile Gross Receipts and bank deposits as follows:
 - **Daily:** A detailed reconciliation of daily revenue collections for each lot, structure or area, all deposits made into the Aviation Department's parking revenue account(s), and the gross receipts reported by Parking Operator, in total, by parking area and payment method (including credit card type).
 - **Monthly:** A detailed reconciliation of monthly gross receipts captured by the PARCS, gross receipts reported by Parking Operator, and deposits, in total, by lot and by payment method (including credit card type). Also, a detailed reconciliation of credit card receipts captured by the PARCS and credit card deposits, in total, by lot and credit card type.

Internal Audit Procedures and Protocol

Parking Operator shall provide and perform all services required under the resultant Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

The Parking Operator grants the City, or its designees, the right to audit, examine or inspect, at the City's election, any and all of the Parking Operator's records relating to the performance of the scope of services listed herein, including but not limited to all aspects of finance and operations, which shall include financial record keeping and management, as well as utilization and inventory control.

The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by the City. Examples of Parking Operator's records include but are not limited to billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement documents.

OPERATING REPORTS

In addition to creating reports for SAT, the Parking Operator will provide a means by which Department can access its systems in real time and generate its own system reports. Parking Operator shall comply with all reasonable requests within the time period as specified by Department.

Examples of data and report include the following:

- **Accounting Reports:**
Budget Variance Report, Unaccounted-for-Ticket Report, Lost Ticket Report, Cashier Over/Short Report, Contract Parking Report.
- **Exception Transaction Reports:**
Employee Parking Permit Report, Validation Report, Lost Ticket Report, Parking Transaction Parking Report and any loyalty program in effect.
- **Operations Reports:**
Lot Closing Report, Monthly Overtime Analysis, License Plate Inventory Report, 30 days Vehicle Report, Towing and Abandoned Vehicle Disposition Report, Hire and Separation Report, Occupancy Reports, Duration Reports, Space Utilization Reports, Revenue Per Space Reports.
- **Parking Activity Reports:**
Ingress/Egress Report, Revenue and Non-Revenue Transaction Report, Revenue Analysis Report.
- **Maintenance Inspection Reports**
From PARCS service reports, Park Assist and other sources.
- **Customer Service Reports**
Customer comments received by Parking Operator and source of comment.
- **ACDBE Compliance Reports**
Reports to monitor compliance with provisions of Parking Optimization RFP.

LOCAL MANAGEMENT TEAM AND STAFFING

Parking Operator shall recruit, hire, promote, discharge, supervise, and employ all personnel in the operation of the assigned facilities, including, as necessary but not limited to, qualified and trained supervisors, attendants, cashiers, traffic monitors, cleaners, accounting, and audit staff, and other personnel to assure a high standard of service to fulfill its obligations.

- **General and Operations Managers**
Parking Operator shall select and appoint one local General Manager fully dedicated to SAT and operations managers whose primary responsibility shall be the management of the parking operations and facilities. The Aviation Department reserves the right to approve the selection of Parking Operator's General Manager and Operations managers. The General Manager shall be ordinarily available and on-site during regular business hours and, always during his or her absence, another Department approved manager shall be in charge on-site and available. The General Manager shall

be in complete charge of Parking Operator's operations at SAT and shall be a qualified and experienced manager vested with full power and authority over Parking Operator's operations hereunder.

- **Staffing Quality**

Parking Operator shall make best efforts to attract, hire, and retain high-quality personnel, fluent in spoken and written English, and to minimize employee turnover. Parking Operator shall not employ or retain in its service, or permit to remain on the Facilities, any person reasonably and for good cause found by the Aviation Department to be objectionable or unfit for employment.

- **Staffing Levels**

Parking Operator shall operate the facilities in accordance with staffing levels, schedules, and budget approved by the Aviation Department, as may be modified from time to time. Staffing includes the responsibility to monitor late flight conditions and to provide additional coverage beyond the normal schedule to maintain the stated service levels at all times, including those periods of irregular operations. Staffing levels and schedules shall be described in the Plan and shall include a job description for each position and an organizational chart. All onsite labor must be accounted for and verified on a monthly basis with payroll records and must reflect the invoice submitted to Aviation Department.

- **Hiring**

Parking Operator shall use reasonable care to employ and retain employees who are qualified, competent, and trustworthy. As a minimum, Parking Operator shall, prior to hiring an applicant, determine the experience of the applicant working in a customer service environment, test each applicant for the presence of illegal drugs and the presence of legal drugs in excess of medically approved standards, and examine the applicant's conviction record to determine instances of prior criminal convictions which would disqualify the applicant for a position of public trust. Employee background checks shall comply with all local, state, and federal employment requirements.

- **Management and Personnel Training**

Parking Operator shall implement a comprehensive initial and recurrent training program appropriate to each job category. The Parking Operator shall include this in the Plan and align with any Aviation Department training (e.g., customer service) program.

- **Employee Uniforms**

Front-line employees who come into contact with customers (e.g., cashiers, supervisors, customer service agents, etc.) must be uniformed and must always wear their company issued identification while on duty, on break, or arriving for work or leaving work. Uniform standards shall be specifically described in the Plan and are subject to approval by the Aviation Department.

- **Overtime**

Overtime premiums shall be reported as a percentage of the total payroll for all employees. Parking Operator shall provide supporting documentation for any amount exceeding the established goal / budget and is subject to approval by the Aviation Department.

- **Labor Relations**

The successful proposer is expected to maintain harmonious relations with organized labor and, consistent with all federal, state and local labor laws, facilitate access to employees and establish policies and procedures to enable employees to address any complaint they may have with management regarding wages, hours or other terms and conditions of employment.

ASSET MANAGEMENT AND FACILITIES MAINTENANCE

Parking Operator shall provide a high level of cleanliness of the facilities as directed by the Aviation Department. Parking Operator shall perform routine, preventive, and at the Department's direction, emergency maintenance, of the facilities to maintain 24 x 7 x 365 100% perceived user uptime.

- **Compliance and Warranties**

Maintenance, servicing, and repairs of the facilities covered by warranties shall be performed according to the terms and conditions of such warranties unless otherwise approved by the Aviation Department. Parking Operator shall seek promptly to enforce all applicable warranties as necessary.

- **Maintenance Records**

Parking Operator shall keep detailed records of all maintenance and repairs to facilities and make such records available for inspection by the Aviation Department during normal working hours. The maintenance records shall include, as a minimum, the date, nature, and cost of the maintenance or repair.

- **Locks**

At the Aviation Department's discretion, Parking Operator shall use SAT's keying system for all doors and entrances to the Facilities and mechanical room entrances assigned to Parking Operator. Parking Operator shall be responsible for the assignment of all keys according to a key control plan, which shall require the approval of the Department.

- **Disposing of Discarded Batteries (and other similar material)**

Parking Operator shall be responsible for collecting and disposing of discarded batteries in the public parking lots or garages. Batteries shall be disposed of as hazardous waste or recycled.

- **Handling of Oil Spills and Hazardous Materials**

In case of a spill of oil or hazardous materials on airport property, Parking Operator shall follow the COSA Municipal Code under Chapter 3 Airports/Division 5/Section 3-11 that discusses Spills or Release Notification & Clean-Up. Parking Operator shall be responsible for collection and disposal of oil and hazardous materials.

- **Facility Renovations and Improvements**

Parking Operator shall make improvements, alterations, and renovations to the facilities upon approval by the Aviation Department. These may include, but not be limited to, static signage, painting, striping, canopies, pavement repair, lighting installation and replacement, fencing, curb and gutter, and other improvements and renovations. All facility improvements must comply with the current and future Aviation Department Design Standards.

- **Non-Routine Maintenance**

At the Aviation Department's option, Parking Operator may be requested to perform non-routine maintenance tasks. This includes (but are not limited to) painting (ceiling and walls inside garages), striping, power washing, elevator report and repair.

- **Inspections**

Parking Operator shall conduct a daily inspection of assigned facilities and equipment. Parking Operator shall report any deficiencies to Aviation Department as well as the appropriate entity for correction/repair.

See Exhibit 15, Responsibilities Matrix, outlining responsibilities of the parties.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the performance of services. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third-party claim that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Contract,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to the resulting contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used in this document means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in this document, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded a contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded a contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

Respondent, if selected, agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, access and retention.

S.B. 943 – Disclosure Requirements for Certain Government Contracts.

For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Respondent acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFP and any resulting contract. Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous RFP or contract. City hereby relies on Respondent's certification, and if found to be false, City may reject the proposal or terminate the Contract for material breach.

City Data.

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

Proposal Bond.

Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$50,000.00. The Proposal Bond shall be valid for 180 days following the deadline for submission of proposals. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

For electronic submissions, Respondent must provide the original Proposal Bond to the City of San Antonio Finance Department, Purchasing Division, Parking Optimization, 23-002 / 6100015572, P.O. Box 839966, San Antonio, Texas 78283-3966 or City of San Antonio Finance Department, Purchasing Division, Parking Optimization, 23-002 / 6100015572, 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205 prior to the proposal due date in accordance with the instructions.

Performance Bond.

If selected, Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$1,500,000.00. **Said bond must be in a form acceptable to City and may be renewable on an annual basis throughout the term of the contract.** Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. This bond must be executed and delivered to City prior to commencement of work under this contract.

006 - TERM OF CONTRACT

Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract and terminate 10 years after final contract execution.

Renewals. At City's option, this contract may be renewed under the same terms and conditions for two (2) additional, five-year periods. Renewals shall be in writing and signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefore.

Temporary Short-Term Extensions. City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed six months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at **San Antonio International Airport, Terminal A Mezzanine Conference Room, 9800 Airport Blvd, San Antonio TX 78216 at 12:30 p.m. Central Time on March 29, 2023.**

Respondents may also call the toll-free number listed below and enter the access code and meeting number to participate the day of the conference. In addition, Respondent may attend the conference via WebEx at www.webex.com and clicking *Join*. The Meeting number and Meeting password are the same as below.

Toll Free Number: 1-415-655-0001
Meeting number (access code): 2458 472 9813
Meeting password: COSA

Site Visit: Immediately following the Pre-Submittal Conference, a site visit of the SAT parking facilities will be conducted and will include viewing potential locations available for Respondent's use. The site visit will be held at the SAT Parking and Ground Transportation Building, 9453 Airport Blvd., San Antonio, TX 78216. Attendees will be responsible for providing their own transportation to this site.

Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation.

Attendance at the Pre-Submittal Conference and Site Visit is optional but highly encouraged.

All attendees to the Pre-Submittal Conference will be asked to confirm attendance by signing a sign-in sheet, or providing their name and company name, at the time of the meeting. This information may be posted to the City's website or otherwise disseminated publicly.

Staff Contact:
Marisol Amador, Procurement Specialist III
Email: Marisol.Amador@sanantonio.gov

Call the Staff Contact Person for information to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-5734 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee, or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Conference.

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence. All documents should be saved as pdf documents unless specified otherwise, combined into one complete proposal and submitted via the City SAePS site. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Submit **one (1) COMPLETE** proposal response electronically through SAePS. Respondent must comply with the Restrictions on Communication section of this RFCSP and shall not provide full or partial copies of its proposal submission to City officials or City employees, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

Respondent shall limit information regarding the Airport Concession Disadvantaged Business Enterprise (ACDBE) Program (and associated certifications for any joint venturers or sub-contractors) and any reference to the Respondent's proposed Financial Submission to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR FINANCIAL SUBMISSION INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall highlight key points and strengths of the proposal, including unique problems perceived by Respondent and proposed solutions to include measurable performance goals for the scope performed.

GENERAL INFORMATION FORM. Use the Form posted as a separate document, Attachment A – Part One. Save (convert) documents to PDF format and combine all pages as the General Information Form.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

FINANCIAL SUBMISSION. Complete and submit the Parking Optimization 10 Year Pro-Forma found in this RFP as Attachment B. **Submit worksheet in Excel format.**

***CONTRACTS DISCLOSURE FORM.** Complete and submit a Contracts Disclosure Form with the proposal as Attachment C. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
 - Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>
1. Download form and complete all fields. All fields must be completed prior to submitting the form.
 2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
 3. Click on the “Print” button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the Title page of this RFP.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

***AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM FORM(S).**

Respondent shall submit a completed and signed *ACDBE Good Faith Effort Plan* for Federally Funded Contracts (ACDBE Form 1) and *Letter(s) of Intent* (ACDBE Form 2) for all firms to be utilized on this contract. Submit and complete *Bidder's List Collection Form* (ACDBE Form 5). If proposed subcontractor/s/suppliers are certified, attach a copy of their Certification Affidavit to ACDBE Form 1. If Respondent is a Joint Venture, submit the required Joint Venture documentation described in ACDBE LLC/Joint Venture Information (ACDBE Form 4).

The selection process for this RFP will be based in accordance with Section 012 - Evaluation of Criteria in addition to information submitted by Respondent as set forth in the Airport Concession Disadvantaged Business Enterprise (ACDBE) Program Requirements **Exhibit 1** and **Attachment E**, ACDBE Forms.

This Agreement is subject to the requirements of the United States Department of Transportation's ("DOT") regulations, 49 C.F.R. Parts 23.

Notification is hereby given that an ACDBE contract specific goal has been established for this RFP. The applicable ACDBE goal is **8%** of the total gross receipts of the contract value.

Respondent **must** make good faith efforts by either of the following things:

1. Documents that it has obtained enough ACDBE participation to meet the goal; or
2. Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough ACDBE participation to do so.

ACDBE participation shall be evaluated based on the good faith efforts participation plan and other information submitted by Respondent as set forth in the ACDBE Program Requirements, ACDBE Exhibits, and ACDBE Forms 1-2 and if applicable ACDBE Form 4. If these required ACDBE forms and documentations are not submitted with this solicitation, the RFP submittal will not be accepted for consideration.

The ACDBE Liaison Officer will evaluate the "good faith efforts" of a firm. If the ACDBE Liaison Officer determines the respondent failed to do so, then the respondent will be deemed non-responsive.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to ensure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

FINANCIAL INFORMATION. Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, Respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission that validates and ensures the long-term financial viability of the organization. Failure to provide requested information may impact your firm's final score.

PROPOSAL BOND. Submit proposal bond in the amount of \$50,000.00. For electronic submissions, Respondent must provide the original proposal bond to the **City of San Antonio Finance Department, Purchasing Division, Parking Optimization, 23-002 / 6100015572, P.O. Box 839966, San Antonio, Texas 78283-3966** or **City of San Antonio Finance Department, Purchasing Division, Parking Optimization, 23-002 / 6100015572, 100 West Houston St., Print and Mail Center, San Antonio, Texas 78205** prior to proposal due date. Respondent shall include a copy of Proposal Bond as part of their electronic submission.

***CERTIFICATE OF INTERESTED PARTIES HB Form 1295.** Respondent must complete, sign, and submit HB Form 1295 as RFP Attachment F. You may download a copy of the form at: <https://www.ethics.state.tx.us/filinginfo/1295>

IoT SECURITY ASSESSMENT. Complete and submit the IoT Security Assessment form, found in this RFP as Attachment G, if applicable.

QUESTIONNAIRE FOR VENDORS – IT SECURITY CLOUD QUESTIONNAIRE. Complete and submit the IT Security Cloud Questionnaire, found in this RFP as Attachment H, if applicable.

CLOUD SECURITY ASSESSMENT QUESTIONNAIRE (MICROSOFT AZURE). Complete and submit the Cloud Security Assessment Questionnaire (Microsoft Azure), found in this RFP as Attachment I, if applicable.

CLOUD SECURITY ASSESSMENT QUESTIONNAIRE (AMAZON WEB SERVICES). Complete and submit the Cloud Security Assessment Questionnaire (Amazon Web Services), found in this RFP as Attachment J, if applicable.

CLOUD SECURITY ASSESSMENT QUESTIONNAIRE (GOOGLE CLOUD). Complete and submit the Cloud Security Assessment Questionnaire (Google Cloud), found in this RFP as Attachment K, if applicable.

CLOUD SECURITY ASSESSMENT QUESTIONNAIRE – CRIMINAL JUSTICE INFORMATION SERVICES (CJIS). Complete and submit the Cloud Security Assessment Questionnaire (CJIS), found in this RFP as Attachment L, if applicable.

***SIGNATURE PAGE.** Respondent must complete, sign, and submit the Signature Page found in this RFP as Attachment M. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment N.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed, and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

* Items with an asterisk require a signature.

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP.

010 - SUBMISSION OF PROPOSAL

Proposals must be submitted electronically through the portal. Respondent must comply with the Restrictions on Communication section of this RFCSP and shall not provide full or partial copies of its proposal submission to City officials or City employees, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

Submission of Proposals. Respondent shall submit one (1) **COMPLETE** response electronically by the due date provided on the Cover Page. All times stated are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Respondent shall limit information regarding the Airport Concession Disadvantaged Business Enterprise Program (and associated certifications for any joint venturers or sub-contractors) and any reference to the Respondent's proposed Financial Submission information to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR FINANCIAL SUBMISSION INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

Proposals must be electronically received **NO LATER THAN 11:00 A.M., CENTRAL TIME, ON JUNE 9, 2023**, through the SAePS portal. Any proposal or modification received after this time shall not be considered.

Proposals sent by facsimile or email will not be accepted.

Proposal Format. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed as in the Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals and submitted in the same manner as original proposals. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City is not responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other

partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 - RESTRICTIONS ON COMMUNICATION

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council "A" session.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 2:00 p.m. Central Time on May 5, 2023. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Marisol Amador, Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
marisol.amador@sanantonio.gov

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent's duties and obligations related to that business relationship.

Questions submitted and the City's responses will be posted with this solicitation

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Respondents and/or their agents are encouraged to contact the Aviation Department's Airport Concession Disadvantage Business Enterprise (ACDBE) Liaison Officer Barbara Patton for assistance or clarification with issues specifically related to the ACDBE Program policy and/or completion of the required ACDBE forms. Mrs. Patton may be reached by telephone at (210) 207-3592 or by e-mail at Barbara.Patton@sanantonio.gov. Respondents and/or their agents may contact Mrs. Patton and her Business Opportunity and Diversity Development (BODD) office at any time prior to the due date for submission of proposals. Contacting her or BODD regarding this RFP after the proposal due date is not permitted.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's proposal. Such additional information must be provided within two (2) business days from City's request. During interviews, if any, verbal questions and explanations will be permitted. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents may contact Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration or SAePS related issues, questions, or passwords.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date, and a review of the solicitation process.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair, and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council by adoption of an Ordinance.

Evaluation Criteria:

A. Experience, Background, Qualifications (40 points)

B. Proposed Plan (40 points)

C. Financial Submission (20 points)

Airport Concession Disadvantaged Business Enterprise Program (ACDBE) (Pass/Fail):

ACDBE participation shall be evaluated based on the Good Faith Effort Plan and other information submitted by Respondent as set forth in the Airport Concession Disadvantaged Business Enterprise Program Requirements **Exhibit 1**, Airport Concessionaire Disadvantaged Business Enterprise Program Overview and Requirements; and RFP **Attachment E**, ACDBE Forms.

Respondent **must** make good faith efforts by either of the following things:

1. Documents that it has obtained enough ACDBE participation to meet the goal; or
2. Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough ACDBE participation to do so.

Failure to meet the ACDBE requirements will deem the proposal non-responsive.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFP.

The contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; their spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity; an entity in which any individual listed above owns ten (10) percent or more of the voting stock or shares of the entity, or ten (10) percent or more of the fair market value of the entity; or an entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary entity.

Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwritten information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See §176.006(a-1), Texas Local Government Code. Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to Office of the City Clerk, c/o Municipal Records Facility, 719 S. Santa Rosa, San Antonio, Texas, 78204.

Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

014 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date:	March 14, 2023
Pre-Submittal Conference:	March 29, 2023 @ 12:30 p.m., Central Time
First Day Campaign Contributions Prohibited:	March 28, 2023
Final Questions Accepted (deadline):	May 5, 2023 @ 2:00 p.m., Central Time
Proposal Due (deadline):	June 9, 2023 @ 11:00 a.m. Central Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

ACDBE PROGRAM OVERVIEW AND REQUIREMENTS

- A. It is the policy of the City of San Antonio that disadvantaged business enterprises (ACDBEs), as defined under 49 CFR Part 23, shall have “equality of opportunity” to participate in the awarding of federally assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT-assisted projects the ACDBE program requirements of 49 CFR Part 23 applies to the contract.
- B. The Respondent agrees to employ good-faith efforts (as defined in the Aviation Department’s DBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of the Aviation Department Contract, and/or the utilization of ACDBE suppliers where feasible. Aviation Department respondents are expected to solicit bids from available ACDBEs on contracts which offer subcontracting opportunities.
- C. Respondent specifically agrees to comply with all applicable provisions of the Aviation Department’s ACDBE Program. The ACDBE Program may be obtained through the airport’s ACDBE Liaison Officer at (210) 207-3505 or by contacting the City’s Aviation Department.

Notification is hereby given that an ACDBE contract specific goal has been established on this contract. The applicable ACDBE goal is: 8% of the total gross receipts of this contract for Parking Optimization.

Respondents can meet the percentage goal by including the purchase from ACDBEs of goods and services used in businesses conducted at the airport. SAT, and the businesses at the airport, shall make good faith efforts to explore all available options to achieve, to the maximum extent practicable, compliance with the goal through direct ownership arrangements, including joint ventures and franchises.

Management Contract or Subcontract:

Respondents can meet the percentage goal by including any business operated through a management contract or subcontract with an ACDBE. SAT, and the businesses at the airport, will add the dollar amount of a management contract or subcontract with an ACDBE to the total participation by ACDBEs in airport concessions and to the base from which the respondent’s percentage goal is calculated.

- D. The Respondent shall appoint a high-level official to administer and coordinate the Respondent’s efforts to carry out the ACDBE Policy and Program requisites. The Respondent’s official should coordinate and ensure approval of the required “*Good-Faith Effort Plan*” (RFP Attachment E - **ACDBE Form 1**).
- E. The Respondent shall maintain records, as specified in the audit and records section of the contract, showing: (i) all subcontract/supplier awards, specifically awards to ACDBE firms; (ii) specific efforts to identify and award such contracts to ACDBEs; and (iii) submit when requested, copies of executed contracts to establish actual ACDBE participation.
- F. The Respondent shall agree to submit periodic reports of subcontract and/or supplier awards to ACDBE firms in such form and manner and at such times as the Aviation Department shall prescribe and shall provide access to books, records, and accounts to authorized officials of the City, Aviation Department, state, and/or federal agencies for the purpose of verifying ACDBE participation and good-faith efforts to carry out the ACDBE Policy and Program. All Aviation Department Respondents may be subject to a post-contract ACDBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a Respondent’s good-faith efforts on future airport contracts.
- G. All concession Respondents with contracts subject to formal review and approval shall make good-faith efforts (as defined and approved by the City through the Aviation Department in its ACDBE Program) to subcontract and achieve the applicable contract specific ACDBE goal with certified ACDBEs. Respondents failing to achieve the applicable contract specific ACDBE goal or Respondents failing to maintain the specific ACDBE goal percentage involvement initially achieved, will be required to provide documentation demonstrating that they have made good-faith efforts in attempting to do so through the submittal of an Aviation Department approved “*ACDBE Good-Faith*

Effort Plan". Respondents are required to satisfy applicable ACDBE program requirements prior to the award of the Aviation Department contract. Respondents must submit an ACDBE Good-Faith Effort Plan or they will be considered non-responsive.

- H. The City and Aviation Department encourage the Respondent to utilize currently approved and certified ACDBE firms on the contract for ACDBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify ACDBE eligibility status. Firms should login or create an account to apply for certification at <https://sctrca.sctrca.org> and contact support@sctrca.org or call (210) 227-4722 for questions about certification. The Aviation Department accepts ACDBE certification from any one of the six (6) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, City of Austin and the Corpus Christi Regional Transportation Authority.
- I. Failure or refusal by a Respondent to comply with the ACDBE provisions herein or any applicable provisions of the ACDBE Program, either during the solicitation process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part, and the Concessionaire may be debarred from further contracts with the City of San Antonio.

The following ACDBE-related contractual clause shall be applicable and is specifically included as part of the concession contract. Respondents shall also include this clause in each subcontract the prime concession signs with a subcontractor.

"The Concessionaire or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Concessionaire shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of DOT-assisted contracts. Failure by the Concessionaire to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate".

COUNTING JOINT VENTURES

Joint Ventures do not have to be fifty-one percent (51%) ACDBE owned in order to be counted toward the participation goal. *Joint ventures that do not include any ACDBE firms will not count toward the goal.* A joint venture with ownership of ACDBE partners in any percentage will be counted for that percentage equal to the distinct, clearly defined portion of the work of the contract that the ACDBE performs with its own forces, (provided the ACDBE ownership is real and substantial and the ACDBEs are performing a commercially useful function).

The required documentation to be submitted to the City, along with the proposal, for Joint Ventures with ACDBE partners shall include:

- a. ACDBE LLC/Joint Venture Information (**ACDBE Form 4**)
- b. The Joint Venture Agreement for the specific contract including a detailed statement of ownership.
- c. Corporate resolutions or other documents authorizing the firms to enter into the Joint Venture.
- d. A description of the work to be performed by all the Joint Venture Partners.
- e. Proof of current certification status of the individual ACDBE venture partners.

RECONSIDERATION MECHANISM

The Aviation Department's ACDBE Liaison Officer will evaluate the "good faith efforts" of a firm. If after reviewing the good faith efforts submitted by Respondent, the ACDBE Liaison Officer determines that the Respondent has failed to adequately document its good faith efforts, then the Respondent shall have the opportunity to provide written documentation or argument, to the Aviation Director, concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Respondent will have the opportunity to meet in person with the Aviation Director to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Aviation Director will provide a written decision on reconsideration explaining the basis of his decision. In cases of dispute, the final decision in determining whether Good Faith Efforts have been made rests with the Aviation Director.

The Aviation Director may determine that the efforts of the Respondent substantially comply with the purpose of this program and such determination is in the best interest of the ACDBE Program and the City. However, if the Aviation Director determines that the Respondent did not make good faith efforts to meet the goal, the decision is not administratively appealable to the Department of Transportation.

Termination of ACDBE Subcontracts (49 CFR § 26.53(f) –

1. Concessionaire will be prohibited from terminating an ACDBE subcontractor listed in response to a covered solicitation (or an approved substitute ACDBE firm) without the prior written consent of the City. This includes, but is not limited to, instances in which a concessionaire seeks to perform work originally designated for an ACDBE subcontractor with its own forces or those of an affiliate, a non-ACDBE firm, or another ACDBE firm.
2. The Concessionaire shall utilize the specific ACDBEs listed to perform the work and supplies for which each is listed) unless the concessionaire obtains written consent by the City. Unless the City consent is provided, the Concessionaire shall not be entitled to any payment for work or material unless it is performed by the listed ACDBE.
3. The Concessionaire will be required to obtain the City's ACDBE Liaison Officer's (ACDBELO) prior approval through the submittal of **Change of Subcontractors/Suppliers** (RFP Attachment E - **ACDBE Form 3**) ACDBE Form 3 is to be completed and submitted by the Concessionaire to ACDBELO for prior approval when adding, changing, or deleting subcontractors that were submitted with the bid and approved by the City's Aviation Department. The Concessionaire will be required to make good faith efforts to find another ACDBE subcontractor to perform at least the same amount of work under the contract as the ACDBE that was terminated, to the extent needed to meet the contract goal the City has established for this contract.
4. Such written consent will be provided only if the City agrees, for reasons stated in the concurrence document, that the Concessionaire has good cause to terminate the ACDBE firm. For purposes of this paragraph, good cause includes circumstances listed in 49 CFR § 26 and the following:
 - a) The listed ACDBE subcontractor fails or refuses to execute a written contract;
 - b) The listed ACDBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the ACDBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
 - c) The listed ACDBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements;
 - d) The listed ACDBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
 - e) The listed ACDBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - f) The City determined that the listed DBE subcontractor is not a responsible contractor;
 - g) The listed ACDBE subcontractor voluntarily withdraws from the project and provides the City written notice of its withdrawal;
 - h) The listed ACDBE is ineligible to receive DBE credit for the type of work required;
 - i) A ACDBE owner dies or becomes disabled with the result that the listed ACDBE contractor is unable to complete its work on the contract; and
 - j) Other documented good cause that the City has determined compels the termination of the ACDBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a ACDBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the ACDBE contractor was engaged or so that the prime contractor can substitute another ACDBE or non-ACDBE contractor after contract award.
5. Before transmitting to the City a request to terminate and/or substitute an ACDBE subcontractor, the Concessionaire must give notice in writing to the ACDBE subcontractor, with a copy to the City's Aviation Department of its intent to request to terminate and/or substitute the ACDBE, and the reason(s) for the request.
6. The Concessionaire must give the ACDBE five (5) business days to respond to the Concessionaire's notice and advise the City and the Concessionaire of the reasons, if any, why the ACDBE objects to the proposed termination of its subcontract and why the Concessionaire's action should not be approved. If required in a particular case as a matter of public necessity (e.g., safety), a response period shorter than five days may be provided.
7. In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

CONTRACT REQUIREMENTS

The goals on this contract shall also apply to amendments that require work beyond the scope of services originally required to accomplish the project. The Respondent is asked to make "good faith efforts" to obtain ACDBE participation for additional scope(s) of services. Amendments that do not alter the type of service originally required to accomplish the project may be

undertaken using the subcontractor and suppliers already under contract to the Concessionaire. Any amendment affecting the scope of service or value of the contract should be documented on a form acceptable to the City.

RFP EXHIBIT 2

ACDBE COMPLIANCE AND ENFORCEMENT

1. These compliance and enforcement provisions address the additional contractual remedies available to City as a result of Concessionaire's failure, if any, to comply with the obligations set forth in the ACDBE Program requirements. The contractual remedies set forth in the ACDBE Program are also applicable to any failure to comply with the Program requirements, as well as any remedies available at law or in equity. These remedies are not intended to apply to any failure by Concessionaire to comply with other obligations under this Agreement unrelated to the Program requirements or preclude City's recovery of its actual damages for such unrelated breaches.
2. Concessionaire must forward to the City all necessary documents and information during the course of performance under this Agreement and to close out the Agreement and must cooperate with the City in providing any information, including the final accounting for ACDBE participation on this Agreement.
3. The City is empowered to receive and investigate complaints and allegations by ACDBEs, third parties or staff, or to initiate its own investigations, regarding Concessionaire's compliance with the Program requirements. If the City determines that an investigation is warranted, Concessionaire must fully cooperate with the investigation and provide complete, truthful information to the City concerning the investigation and Concessionaire's compliance with the Program requirements.
4. The failure of Concessionaire to meet the ACDBE contractual commitments or comply with any other aspect of the Program requirements may constitute a material breach of this Agreement, entitling the City to exercise any remedy available in this Agreement, the Program requirements or applicable law.
5. The City may report any suspected false, fraudulent or dishonest conduct relating to the Concessionaire/contractor's performance of the Program requirements to any applicable enforcement agency, including the State Attorney General's Office and appropriate federal law enforcement authorities.
6. If Concessionaire is in breach of any of the Program requirements, City may exercise any of following remedies, in addition to any other remedies available to it under this Agreement or at law or in equity:
 - a. withholding funds payable under this Agreement, including, but not limited to, funds payable for work self-performed by the Concessionaire or applicable retainage;
 - b. temporarily suspending, at no cost to City, Concessionaire performance under the Agreement;
 - c. termination of this Agreement;
 - d. suspension/debarment, in accordance with applicable law, of Concessionaire from participating in any solicitations issued by City for severity of breach of contract.
7. With respect to ACDBE firms, a finding of non-compliance may result in a denial of certification or removal of eligibility and/or suspension and debarment.

RFP EXHIBIT 3

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below and which shall be made a part of the resulting contract:

No later than 30 days before the scheduled contracted services begin, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Aviation Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Aviation Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For Bodily Injury and Property Damage \$2,000,000 per occurrence; \$4,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles *d. Scheduled Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence. If AOA access required \$5,000,000 CSL
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.
6. Cyber Liability	\$4,000,000 per claim \$4,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.

7. First Party Crime Coverage, to include Third Party Crime Coverage Endorsement a. Blanket Crime Coverage	\$2,000,000 Per Claim on First Party Coverage \$4,000,000 Per Claim on Third Party Coverage
*8. Garage keepers Liability	\$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
9. Umbrella or Excess Liability Coverage	\$10,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage.
*10. Installation Floater	All Risk Policy written on occurrence basis for 100% replacement cost of "equipment & materials" to be installed to any new or existing structure.
11. Property Insurance	One Hundred Percent (100%) replacement value for Structure, and replacement cost coverage of eighty percent (80%) of actual cash value for improvements and betterments
12. Environmental Insurance –(Contractor's Pollution Liability (Claims-made coverage)	\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.
*If Applicable	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address.

City of San Antonio
Attn: **Aviation Department**
P.O. Box 839966
San Antonio, Texas 78283-3966

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

.

RFP EXHIBIT 4

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Contract, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Respondent agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT 5

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 6

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 7

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 8

**CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST
ORGANIZATIONS PROHIBITED**

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Respondent hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Respondent's certification. If found to be false, or if Respondent is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

RFP EXHIBIT 9

REQUIRED FEDERAL CONTRACT PROVISIONS

As used in this Exhibit, the term “contractor” or “Contractor” shall refer to Concessionaire entering into this Agreement with the City. Concessionaire shall include the provisions set out in this exhibit in every subcontract, unless exempt by Federal regulations and directives issued pursuant thereto.

GENERAL CIVIL RIGHTS PROVISIONS

The Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. This provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the

sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

- A. The Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to this Agreement, in the event of breach of any of the above nondiscrimination covenants, the City of San Antonio will have the right to terminate the Agreement and to enter or re-enter and repossess said Premises as if said Agreement had never been entered into by the Parties.

RFP EXHIBIT 10 - REVISED

CURRENT CONTRACTS AND SUPPLEMENTAL INFORMATION

Posted as a separate document.

RFP EXHIBIT 10.A

RIDESHARE MONITORING SERVICES – ORDINANCE 2022-12-15-0948

Posted as a separate document.

RFP EXHIBIT 10.B

VALET PARKING SERVICES – ORDINANCE 2018-12-06-0970

Posted as a separate document.

RFP EXHIBIT 10.C

PARCS – ORDINANCE 2012-10-04-0781

Posted as a separate document.

RFP EXHIBIT 10.D

SUPPLEMENTAL BUSING SERVICES – ORDINANCE 2019-03-07-0172

Posted as a separate document.

RFP EXHIBIT 10.E

EV CHARGING STATION SUBSCRIPTION - CONTRACT

Posted as a separate document.

RFP EXHIBIT 10.F

PARK ASSIST – ORDINANCE 2018-12-13-1006

Posted as a separate document.

RFP EXHIBIT 10.G

PRESSURE WASHING SERVICES – ORDINANCE 2023-01-12-0001

Posted as a separate document.

RFP EXHIBIT 10.H

SPITTER TICKETS – ORDINANCE 2020-11-12-0822

Posted as a separate document.

RFP EXHIBIT 10.I

ESTIMATED ANNUAL COSTS FOR CURRENT CONTRACTS

	Year 2	Year 3	Year 4	Year 5
Gatekeeper	\$ 12,480.00	\$ 12,975.00	\$ 13,500.00	\$ 14,000.00
	Year 5			
Supplemental Shuttle	\$ 400,000.00			
	Year 4	Year 5		
Associated Time	\$ 198,790.00	\$ 198,790.00		
	Year 2	Year 3	Year 4	Year 5
Hazcore	\$ 291,400.00	\$ 291,400.00	\$ 291,400.00	\$ 291,400.00
	Year 4	Year 5		
Southland Printing	\$ 32,000.00	\$ 32,000.00		
	Year			
Hub Parking Inc.				
Software Support	\$ 70,000.00			
Hardware Maintenance	\$ 82,000.00			
	Year			
Verdek - Chargepoint subscription	\$ 8,420.00			

RFP EXHIBIT 11- REVISED

SAT PARKING AND GROUND TRANSPORTATION RATE STRUCTURE

Posted as a separate document.

RFP EXHIBIT 12 - REVISED

HISTORICAL PARKING DATA

Posted as a separate document.

RFP EXHIBIT 13

PROJECTED ENPLANEMENTS

Posted as a separate document.

RFP EXHIBIT 14

STRUCTURED CABLING INFRASTRUCTURE GUIDELINE

Posted as a separate document.

RFP EXHIBIT 15

RESPONSIBILITIES MATRIX

Posted as a separate document.

RFP EXHIBIT 16

PARKING EQUIPMENT LIST

Posted as a separate document.

RFP EXHIBIT 17

LIST OF SURPLUS VEHICLES

Posted as a separate document.

RFP EXHIBIT 18

PARKING OPERATIONS HISTORICAL REVENUES

Posted as a separate document.

RFP EXHIBIT 19

PARKING OPERATIONS HISTORICAL EXPENSES

Posted as a separate document.

RFP EXHIBIT 20

PRE-SUBMITTAL CONFERENCE AGENDA

Posted as a separate document.

RFP EXHIBIT 21

PRE-SUBMITTAL CONFERENCE SIGN-IN SHEET

Posted as a separate document.

RFP EXHIBIT 22

FY22 CONTRACTUAL EXPENSES

Posted as a separate document.

RFP EXHIBIT 23

PARKING ADMINISTRATION BUILDING AND GROUND LEASE RATES

Posted as a separate document.

RFP EXHIBIT 24

PARKING ADMINISTRATION BUILDING FLOOR PLAN

Posted as a separate document.

RFP EXHIBIT 25

PARKING ADMINISTRATION BUILDING – SAFE ROOM

Posted as a separate document.



RFP EXHIBIT 26

PRE-SUBMITTAL CONFERENCE PRESENTATION

Posted as a separate document.

RFP EXHIBIT 27

ACDBE OUTREACH EVENT

Posted as a separate document.

RFP EXHIBIT 28

PARKING OPERATIONS EMPLOYEE DATA AND BENEFITS SUMMARY

Posted as a separate document.

RFP EXHIBIT 29

GPP ANALYSIS – SHORT TERM PARKING GARAGE

	Location Daily Rate	Days Parked January 2023	Days Parked February 2023	Days Parked March 2023	Total Days	Monthly Average	Daily Rate	Actual Paid	Difference
Card 1	\$ 27.00	10	5	9	24	8.00	\$ 648.00	\$ 1,080.00	\$ 432.00
Card 2	\$ 27.00	6	8	2	16	5.33	\$ 432.00	\$ 1,080.00	\$ 648.00
Card 3	\$ 27.00	0	4	8	12	4.00	\$ 324.00	\$ 1,080.00	\$ 756.00
Card 4	\$ 27.00	0	2	8	10	3.33	\$ 270.00	\$ 1,080.00	\$ 810.00
Card 5	\$ 27.00	6	3	4	13	4.33	\$ 351.00	\$ 1,080.00	\$ 729.00
Card 6	\$ 27.00	0	4	0	4	1.33	\$ 108.00	\$ 1,080.00	\$ 972.00
Card 7	\$ 27.00	7	5	12	24	8.00	\$ 648.00	\$ 1,080.00	\$ 432.00
Card 8	\$ 27.00	8	17	8	33	11.00	\$ 891.00	\$ 1,080.00	\$ 189.00
Card 9	\$ 27.00	4	1	7	12	4.00	\$ 324.00	\$ 1,080.00	\$ 756.00
Card 10	\$ 27.00	7	0	2	9	3.00	\$ 243.00	\$ 1,080.00	\$ 837.00
Card 11	\$ 27.00	0	12	7	19	6.33	\$ 513.00	\$ 1,080.00	\$ 567.00
Card 12	\$ 27.00	11	4	8	23	7.67	\$ 621.00	\$ 1,080.00	\$ 459.00
Card 13	\$ 27.00	24	25	21	70	23.33	\$ 1,890.00	\$ 1,080.00	\$ (810.00)
Card 14	\$ 27.00	9	0	7	16	5.33	\$ 432.00	\$ 1,080.00	\$ 648.00
Card 15	\$ 27.00	0	0	0	0	0.00	\$ -	\$ 1,080.00	\$ 1,080.00
Card 16	\$ 27.00	0	7	0	7	2.33	\$ 189.00	\$ 1,080.00	\$ 891.00
Card 17	\$ 27.00	0	4	0	4	1.33	\$ 108.00	\$ 1,080.00	\$ 972.00
Card 18	\$ 27.00	10	10	11	31	10.33	\$ 837.00	\$ 1,080.00	\$ 243.00
Card 19	\$ 27.00	4	16	17	37	12.33	\$ 999.00	\$ 1,080.00	\$ 81.00
Card 20	\$ 27.00	10	13	8	31	10.33	\$ 837.00	\$ 1,080.00	\$ 243.00
Card 21	\$ 27.00	3	3	2	8	2.67	\$ 216.00	\$ 1,080.00	\$ 864.00
Card 22	\$ 27.00	7	0	10	17	5.67	\$ 459.00	\$ 1,080.00	\$ 621.00
Card 23	\$ 27.00	13	1	5	19	6.33	\$ 513.00	\$ 1,080.00	\$ 567.00
Card 24	\$ 27.00	4	3	7	14	4.67	\$ 378.00	\$ 1,080.00	\$ 702.00
Card 25	\$ 27.00	22	12	14	48	16.00	\$ 1,296.00	\$ 1,080.00	\$ (216.00)
Card 26	\$ 27.00	7	5	0	12	4.00	\$ 324.00	\$ 1,080.00	\$ 756.00
Card 27	\$ 27.00	24	28	26	78	26.00	\$ 2,106.00	\$ 1,080.00	\$ (1,026.00)
Card 28	\$ 27.00	0	6	0	6	2.00	\$ 162.00	\$ 1,080.00	\$ 918.00
Card 29	\$ 27.00	3	7	3	13	4.33	\$ 351.00	\$ 1,080.00	\$ 729.00
Card 30	\$ 27.00	5	11	8	24	8.00	\$ 648.00	\$ 1,080.00	\$ 432.00
Card 31	\$ 27.00	5	9	15	29	9.67	\$ 783.00	\$ 1,080.00	\$ 297.00
Card 32	\$ 27.00	9	0	1	10	3.33	\$ 270.00	\$ 1,080.00	\$ 810.00
Card 33	\$ 27.00	22	20	23	65	21.67	\$ 1,755.00	\$ 1,080.00	\$ (675.00)
Card 34	\$ 27.00	31	17	20	68	22.67	\$ 1,836.00	\$ 1,080.00	\$ (756.00)
Card 35	\$ 27.00	29	26	26	81	27.00	\$ 2,187.00	\$ 1,080.00	\$ (1,107.00)
Card 36	\$ 27.00	6	10	16	32	10.67	\$ 864.00	\$ 1,080.00	\$ 216.00
Card 37	\$ 27.00	13	20	11	44	14.67	\$ 1,188.00	\$ 1,080.00	\$ (108.00)
Card 38	\$ 27.00	18	18	18	54	18.00	\$ 1,458.00	\$ 1,080.00	\$ (378.00)
Card 39	\$ 27.00	5	2	13	20	6.67	\$ 540.00	\$ 1,080.00	\$ 540.00
Card 40	\$ 27.00	0	0	0	0	0.00	\$ -	\$ 1,080.00	\$ 1,080.00
Card 41	\$ 27.00	7	2	16	25	8.33	\$ 675.00	\$ 1,080.00	\$ 405.00
Card 42	\$ 27.00	9	11	13	33	11.00	\$ 891.00	\$ 1,080.00	\$ 189.00
Card 43	\$ 27.00	6	8	6	20	6.67	\$ 540.00	\$ 1,080.00	\$ 540.00
Card 44	\$ 27.00	30	18	13	61	20.33	\$ 1,647.00	\$ 1,080.00	\$ (567.00)
Card 45	\$ 27.00	21	23	23	67	22.33	\$ 1,809.00	\$ 1,080.00	\$ (729.00)
Card 46	\$ 27.00	5	0	11	16	5.33	\$ 432.00	\$ 1,080.00	\$ 648.00
Card 47	\$ 27.00	12	16	18	46	15.33	\$ 1,242.00	\$ 1,080.00	\$ (162.00)
Card 48	\$ 27.00	4	3	10	17	5.67	\$ 459.00	\$ 1,080.00	\$ 621.00
Card 49	\$ 27.00	8	8	8	24	8.00	\$ 648.00	\$ 1,080.00	\$ 432.00
Card 50	\$ 27.00	13	9	17	39	13.00	\$ 1,053.00	\$ 1,080.00	\$ 27.00
Card 51	\$ 27.00	11	9	12	32	10.67	\$ 864.00	\$ 1,080.00	\$ 216.00
Card 52	\$ 27.00	17	29	17	63	21.00	\$ 1,701.00	\$ 1,080.00	\$ (621.00)
Card 53	\$ 27.00	7	21	15	43	14.33	\$ 1,161.00	\$ 1,080.00	\$ (81.00)
Card 54	\$ 27.00	7	8	5	20	6.67	\$ 540.00	\$ 1,080.00	\$ 540.00
Card 55	\$ 27.00	3	10	8	21	7.00	\$ 567.00	\$ 1,080.00	\$ 513.00
Card 56	\$ 27.00	7	4	5	16	5.33	\$ 432.00	\$ 1,080.00	\$ 648.00
Card 57	\$ 27.00	0	0	0	0	0.00	\$ -	\$ 1,080.00	\$ 1,080.00
Card 58	\$ 27.00	0	0	0	0	0.00	\$ -	\$ 1,080.00	\$ 1,080.00
									\$ 19,980.00

RFP EXHIBIT 30

PARKING RATE HISTORY

Posted as a separate document.

RFP EXHIBIT 31

PARKING AND GROUND TRANSPORTATION MASTER SCHEDULE

Posted as a separate document.

RFP EXHIBIT 32

PARKING BUDGET

Posted as a separate document.

RFP EXHIBIT 33

STAFFING BUDGET

Posted as a separate document.

RFP EXHIBIT 34

PRESIDENTIAL EXECUTIVE ORDER 14037

Posted as a separate document.

RFP EXHIBIT 35

SAN ANTONIO AIRPORT SYSTEM SUSTAINABLE AIRPORT MANUAL

Posted as a separate document.

RFP EXHIBIT 36

PARKING SPACE CHANGES 2014 TO 2019

Posted as a separate document.

RFP EXHIBIT 37

PARKING RATES BY LOT

Posted as a separate document.

RFP EXHIBIT 38

PARKING LOT OCCUPANCY

Posted as a separate document.

RFP EXHIBIT 39

GT TRIP DATA 2019 TO PRESENT

Posted as a separate document.

RFP EXHIBIT 40

PARKING REVENUE TRANSACTIONS FY19-22

Posted as a separate document.

RFP EXHIBIT 41

PARKING CREDIT CARD DEBIT CASH TRANSACTIONS 12 MONTHS

Posted as a separate document.

RFP EXHIBIT 42**CREDIT CARD FEES**

	Credit Card Fees
22-Mar	\$49,093.53
22-Apr	\$50,232.32
22-May	\$56,762.12
22-Jun	\$58,511.61
22-Jul	\$61,542.45
22-Aug	\$59,531.16
22-Sep	\$57,642.24
22-Oct	\$62,053.03
22-Nov	\$55,053.62
22-Dec	\$53,495.77
23-Jan	\$50,568.42
23-Feb	\$48,411.85

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

Posted as a separate document.

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. **Respondent shall limit information regarding the Airport Concession Disadvantaged Business Enterprise (ACDBE) Program (and associated certifications for any joint venturers or sub-contractors) participants.**

This attachment is designed to allow Respondent to present the most relevant qualifications, experiences and resources that will achieve the City's business goals in the most effective and efficient manner.

A. RESPONDENT'S BACKGROUND AND QUALIFICATIONS

1. Provide evidence of Respondent firm's and subcontractor firm's experience in providing airport Parking and Commercial Vehicle Management and Operations with accounts of similar size and scope as described in this RFP.
2. Provide the Respondent firm's and subcontractor firm's experience with each of the following (provide a separate response to each of the following questions for each proposed subcontractor):
 - a. Summary Background;
 - b. Parking Operations;
 - c. Shuttle Bus Services;
 - d. Commercial Vehicle and Ground Transportation Management;
 - e. Commercial Parking Management including PARCS, Parking Reservations and Dynamic Pricing.
3. Describe Respondent firm's and subcontractor firm's demonstrated mastery of the following (provide a separate response to each of the following questions for each proposed subcontractor):
 - a. Smart Parking concepts and operation, including:
 1. Parking reservations
 2. Online marketing and sales
 3. Revenue and yield management
 - b. Smart Parking technology from multiple vendors of: Pay-on-Foot, License Plate Recognition integration; Frictionless Parking, real-time occupancy and yield management, integration of garage and lot parking systems, locating a passenger's "lost car," parking reservations, and multi-channel marketing of airport parking products.
 - c. Established and positive relationships with vendors in the Smart Parking marketplace.
 - d. Software and data architectural, implementation and operational expertise to establish systems and integrate, where necessary, with existing and planned City technologies and direction.
 - e. Demonstrated ability to deliver new parking products that increase net financial contributions to the City. Examples can include the use of payment systems that reduce the cost of credit card payments (Stripe, PayPal (Braintree), etc.).
 - f. Ability to enable functional isolation of key Smart Parking components and services through industry standards and open interfaces.
 - g. Ability to implement a continuous improvement program which increases the yield of SAT parking spaces and overall Aviation Department parking revenue through expansion of parking products joined with yield management.
4. Describe staffing and other resources to be dedicated to this project. List other resources, including a total number of employees, number, and location of offices, number, and types of equipment available to support this project.

5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Respondent shall limit information regarding the Airport Concession Disadvantaged Business Enterprise (ACDBE) Program (and associated certifications for any joint venturers or sub-contractors).
6. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
7. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
8. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

REFERENCES AND PRIOR WORK

Provide evidence of Respondent's qualifications and experience from three (3) projects and operations within the past five (5) years with airports or other public and/or private parking projects and operations similar in scope, scale and complexity to SAT's current parking operations and business needs. The information shall include:

1. Project Name and airport/or other public and/or private parking operations
2. Services Operator provided
 - a. Parking operator component
 - b. Online marketing component
 - c. Online sales component
 - d. Parking reservations component
3. Dynamic pricing/yield management component
4. Number of years the services were provided
5. Total Contract Value
6. Contract number
7. Client Agencies names and addresses
8. Client contact name, title, telephone number and email addresses. The client contacts should be knowledgeable about the Respondent's services and performance.

Paragraph Deleted.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items:

A. General Requirements

1. Business and Technical Response

- a. Provide a business and technical response to the business outcomes outlined in Scope of Services. Respondent should distinguish the business response from the technical response. As applicable, the Respondent can suggest metric(s) to measure progress and success. Airport references for specific responses are encouraged.

2. Solution Technical Reference Architecture Diagram

Attach an illustration of your proposed Network Architecture.

- a. Use all product names (Respondent's OEM) and any required identifiers (what appears on a Bill of Materials or Purchase Order).
- b. Do not use icons. Use geometric shapes to identify software, compute, network and storage locations.
 - i. When identifying software, distinguish among applications, data stores, and middleware, including enterprise service buses (ESB, etc.)
 - ii. Use lines and arrows to show data flows among components
 - iii. Identify data stores (DBs) where data will reside for periods long than the time of transaction
 - iv. Identify where encryption occurs and does not occur (in-flight, at-rest, etc.)
 - v. Identify PCI-compliant components and paths
- c. Identify and label all the interfaces as either proprietary to the Respondent or based on an open, published standard. Identify what interfaces are available to a 3rd party for integration.
- d. Identify the analytics platform and how data would be extracted for further analysis
- e. Identify how system elements from the solution's components would send alerts.
- f. Identify the network bandwidth required in your proposal. As referenced above, the Respondent is responsible for providing the network.
- g. In the technical responses, provide an overview and then a detailed discussion, spell out acronyms, and provide references to industry documents and standards where applicable. Clearly show all assumptions and requirements for the proposed solution for SAT stakeholders (commercial ground transportation providers (including valet), employees, parkers, etc.)
 - i. Show that the Respondent understands the trade-offs that need to be balanced among the rates, their impacts on guest behavior across short- and long-term parking, and valet
 - ii. How can the Respondent demonstrate expert knowledge in modelling and running scenarios that help the Aviation Department understand the impacts of various pricing and parking product interactions?
- h. Provide an industry recognized framework for the identification, prioritization, design and implementation of Smart Parking business process automation (e.g., frictionless parking via license plate recognition or through barcode readers) and prebooking / parking reservations).

3. Operational Approach

- a. Describe revenue/yield management capabilities. Respondents should detail experience and capabilities with real-time price changes across all sales channels to maximize revenue. Through this RFP, the City

defines yield management as achieving the maximum net contribution on a per space basis (i.e., revenue less cost).

- b. Provide proposed revisions to parking products, prices and frictionless service and how these changes will enhance the customer experience and increase the net contribution to the Aviation Department.
- c. Describe Respondent's recommended changes to existing statutory pricing structure for parking.
- d. Describe how Respondent will implement parking reservations and dynamic rate setting. What is the anticipated impact to revenues and net contribution to the Aviation Department?
- e. Describe any new parking products or customer programs proposed by Respondent and anticipated impact to revenues and net contribution to the Aviation Department.
- f. Describe Respondent's overall plan to reduce costs, increase revenues and maximize SAT parking revenues.
- g. Describe Respondent's plan to perform parking ticket validations with a focus on streamlining the current process.
- h. Describe Respondent's strategies to accommodate customer exiting traffic should any condition back up the exit plaza with more than 4-5 cars per lane. (Example would be a catastrophic equipment failure). Proposed solution must not compromise revenue collections nor proper cash control procedures.
- i. Describe the Respondent's Customer Relationship Management (CRM) system, including experience with integrating different platforms, should the City acquire a CRM system in the near future.
- j. Identify costs associated with proposed hardware and software upgrades for each year of the initial contract period (Years 1-10). Software must stay within two major releases of the current release. No component of the respondent's solution will be allowed to enter an end-of-life condition during the contract term.
- k. Identify additional proposed capital expenditures for each year of the initial contract period (Years 1-10).
- l. Describe any proposed financial incentives based upon increased parking revenues and/or increased net financial contribution to the Aviation Department.
- m. Describe Respondent's interest in applying proposed operational and management concepts to other City parking facilities identified in the Scope of Services. Describe any anticipated synergies or concerns with the addition of parking facilities managed outside the Aviation Department.

4. Description of SAT Competitive Parking Market

Respondent shall describe the parking marketplace SAT airport faces, the total available market for SAT, what products, if any, are missing from SAT's offerings, how proposed solution will address those gaps, and how the Respondent's solutions will allow SAT to capture an increasing (and specified) share of the total market, year-by-year over the contract term. Exhibit 13 shows projected enplanements for the next 10 years.

5. Payment card Industry (PCI) Compliance Data Security Standards (DSS)

Describe Respondents ability to comply with Payment Card Industry (PCI) Data Security Standards and address the following:

- a. How is PCI compliance tested and confirmed? What requirements are in place? What testing or support is available? How are merchants certified?
- b. How are PCI compliance initiatives handled? How do you qualify merchants? Is this handled by a third party?
- c. Describe the security measures used to prevent unauthorized user access to either the system or the data.
- d. Describe procedures and policies in place to prevent internal fraud. Where does liability fall in the process of recouping loss due to such fraud?
- e. Describe all fraud protection tools.

6. Credit Card Processing

- a. Describe advantages and disadvantages of Parking Operator utilizing the City's Merchant Banking Processor. Describe how the Parking Operator will connect to the City's Merchant Banking Processor. If the Parking Operator will be utilizing a gateway to connect to the City's Merchant Banking Processor, provide a list of gateways used. Discuss whether revenue will be deposited into the Parking Operator's or City's account on a daily basis and the impact on PCI compliance responsibilities. If proposing to deposit revenue into the Parking Operator's account, describe the settlement process and timeframe for depositing proceeds to the City's account.
- b. Describe advantages and disadvantages of Parking Operator utilizing its own Merchant Banking Processor as well as associated fees. Discuss whether revenue will be deposited into the Parking Operator's or City's account on a daily basis and impact on PCI compliance responsibilities. If proposing to deposit revenue in the Parking Operator's account, describe the settlement process and timeframe for depositing proceeds to the City's account.

B. Schedule

While the City realizes the challenges of transitioning the SAT parking operation, introducing commercial management solutions, and creating technical solutions (including hardware and software integration), a schedule is required to set expectations and plan implementation.

1. Start the schedule from the City Notice to Proceed (NTP) as Day 0.
2. Describe each task and the number of calendar days required to complete each task (do not use dates), enabling the City to program scenarios from the NTP date.
3. Provide the schedule in Microsoft Project file format with the critical path and fully loaded resources identified.
4. Identify all Aviation Department and City resources that the Respondent's schedule depends on, including:
 - a. SAT personnel across business units (e.g., IT, ground transportation and parking, permitting, procurement, et al);
 - b. Current PARCS provider and any other resource under the control of SAT or contractors; and
 - c. Any other resources the schedule assumes will be available.
5. Transition Plan: Schedule should ensure a safe, stable and secure operational environment. While the rapid completion of the transition and speed of execution is desired, the City needs to maintain a balance between stability and migration.

There should be no operational outages during the migration to the Respondent's solutions. For the purposes of the Respondent's solution, an operational outage is defined as the failure of systems and devices under the administrative and operational control of the Operator that prevents ground transportation and parking personnel from performing their activities and duties. Any failure of an Aviation Department system or device will not be considered an operational outage under the control of the Operator and will not be penalized.

There should be no loss of SAT Parking revenue.

Allocate time for Regression, Security and Stress testing in the proposed schedule.

6. Describe how SAT stakeholders will participate in the testing (time required), where it will occur and how each component will be commissioned.
7. Schedule to create a significant business benefit as soon as possible after migration and implementation.

C. Ground Transportation and Commercial Vehicle Management

- a. Describe Respondent's plan to manage Ground Transportation and Commercial Vehicle management.
- b. Does Respondent intend to utilize hardware and software currently in use by the Aviation Department? If no, describe proposed hardware and software and detailed estimated costs.

D. Shuttle Bus Services

- a. Describe Respondent's plan to provide shuttle bus services.

E. Respondent's Staffing

- a. Provide Respondent's proposed organizational structure and the staffing levels to manage and conduct services outlined in this RFP.
 - i. Describe Respondent's proposed management structure. Identify key management staff and provide resumes.
 - ii. Provide proposed job titles and staffing levels.
 - iii. For each job title identified, provide proposed compensation range and associated benefits (retirement, medical, dental, vision, life insurance, disability insurance, wellness, leave and holidays, skills pay, tuition assistance, employee assistance program, etc.). Indicate the amount and percent of costs paid by Respondent and the employee for each individual benefit.
- b. Describe Respondent's plan to recruit and hire existing City staff currently performing these operations.
- c. How will Respondent ensure quality staff are hired?
- d. Describe initial and ongoing staff training to be provided by Respondent.
- e. Describe Respondent's employee safety plan.
- f. One assumption of this RFP is that as volume grows, the unit costs will decrease through economies of scale and automation and a related decrease in labor. Address how the respondent would redeploy personnel if their position were no longer necessary.
- g. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at [Ready to Work \(sanantonio.gov\)](http://Ready to Work (sanantonio.gov)) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.

Note: Once the proposal is submitted, changes to key personnel identified in Respondent's proposal requires the consent of the Aviation Department. Once a contract is awarded and executed, the Aviation Department must approve any changes to the key staff assigned to the project.

F. Customer Service and Assistance

- a. Describe Respondent's plan to provide customer service on 24/7/365 basis. Plan should include location of facility, staffing levels, communication channels with customers and City staff, and services to be provided.
- b. Describe how customer complaints and feedback are addressed. Describe how customer complaints will be tracked real time through a collaborative on-line tracking system.
- c. Describe Respondent's plan to provide customers assistance with flat tires, dead batteries, parking location assistance and locksmith services. Will these services be provided by a third party? Will these services be provided to the customer at no charge?
- d. List any additional services Respondent proposes to provide customers and associated fees, if any.

G. Security

- a. Describe Respondent's plan to provide security at assigned parking facilities.

H. Marketing

- a. Describe Respondent's proposed marketing program, including on-line marketing, and proposed budget for each year of the initial contract period (Years 1-10).

I. Revenue Collection and Reporting

- a. Describe reports that that will be provided to SAT.
- b. Will SAT staff have real time access to the Respondent's revenue system? What dashboards and reports will be available to SAT staff?
- c. Describe Respondent's plan to account for revenues received in advance for reservations as well as cancellations.
- d. Describe Respondent's plan to make parking a cashless operation.

J. Operations and Maintenance

- a. Describe Respondent's plan to maintain equipment and facilities.
- b. List equipment Respondent will need to purchase in order to maintain equipment and facilities.
- c. Describe how Respondent will utilize environmentally friendly (green) products, services and equipment as part of daily operations.

RFP ATTACHMENT B - REVISED

FINANCIAL SUBMISSION

Respondent's proposal must be based on the proposed contract term stated in this RFP. Proposing a different term of the contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must complete and submit their Financial Submission in the manner set forth in the RFP's Attachment B, Parking Optimization 10 Year Pro-Forma worksheet. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

Response should reflect services performed within the scope of services of this RFP.

NOTE: RESPONDENTS ARE NOT PERMITTED TO ALTER THE EXISTING SPREADSHEET FORMAT BUT MAY ADD ROWS TO INCLUDE ANY ADDITIONAL REVENUES/EXPENSES AS PART OF THEIR PROPOSED SOLUTION.

A. The goals are to:

- a. Understand how the Respondent's overall solution improves the net financial contribution to the Aviation Department and details the revenues and expenses associated with improving the net contribution.
- b. Enable transparency so all projected revenues and expenses are shown.
- c. Provide detailed assumptions used to develop revenue and expenses projections.
- d. Ensure a strong business case is built for investments for new parking products.

B. Amortization for any investment should be allocated across the contract term.

RFP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal as Attachment C. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
 - Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>
1. Download form and complete all fields. All fields must be completed prior to submitting the form.
 2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
 3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the Title page of this RFP.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

Respondent Name: _____

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ____ No ____

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ____ No ____

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ____ No ____

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim, or litigation, as applicable. Any such information should be provided on a separate page, attached to this form, and submitted with your proposal.

RFP ATTACHMENT E

ACDBE FORM(S)

Posted as a separate document.

RFP ATTACHMENT F

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: <https://www.ethics.state.tx.us/filinginfo/1295>

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the RFP number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234, or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the “Business entity”.)

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

“Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

RFP ATTACHMENT G

IoT SECURITY ASSESSMENT

Posted as a separate document

RFP ATTACHMENT H
QUESTIONNAIRE FOR VENDORS -
IT SECURITY CLOUD QUESTIONNAIRE

Posted as a separate document.

RFP ATTACHMENT I

CLOUD SECURITY ASSESSMENT QUESTIONNAIRE FOR VENDORS -
(MICROSOFT AZURE)

Posted as a separate document.

RFP ATTACHMENT J

CLOUD SECURITY ASSESSMENT QUESTIONNAIRE FOR VENDORS -
(AMAZON WEB SERVICES)

Posted as a separate document.

RFP ATTACHMENT K

CLOUD SECURITY ASSESSMENT QUESTIONNAIRE FOR VENDORS -
(GOOGLE CLOUD - GCP)

Posted as a separate document.

RFP ATTACHMENT M

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, electronically, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 3 & 4.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

Acknowledgment of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that the contract to be awarded pursuant to this RFP has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

When submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

RFP ATTACHMENT N

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Respondent shall limit information regarding the Airport Concession Disadvantaged Business Enterprise Program (and associated certifications for any joint venturers or sub-contractors) and any reference to the Respondent's proposed Financial Submission information to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR FINANCIAL SUBMISSION INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

Respondent's Proposal shall include the following items in the following sequence. All documents should be saved as pdf documents unless specified otherwise, combined into one complete proposal and submitted as one pdf document via SAePS. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Document	Initial to Indicate Document is attached to Proposal
Table of Contents	
Executive Summary	
General Information Form, RFP Attachment A, Part One	
Experience, Background and Qualifications, RFP Attachment A, Part Two	
Proposed Plan, RFP Attachment A, Part Three	
Financial Submission, RFP Attachment B (Submit in Excel format)	
+Contracts Disclosure Form, RFP Attachment C	
Litigation Disclosure Form, RFP Attachment D	
+ACDBE Forms RFP Attachment E; and Associated Certificates, if applicable	
Proof of Insurability (See RFP Exhibit 3) Insurance Provider's Letter and Copy of Current Certificate of Insurance	
Financial Information (Audited Financials)	
+Proposal Bond and Associated Power of Attorney	
+Certificate of Interested Parties (Form 1295) RFP Attachment F	
IoT Security Assessment (if applicable), RFP Attachment G	
Questionnaire for Vendors – IT Security Cloud Questionnaire (if applicable), RFP Attachment H	
Cloud Security Assessment Questionnaire for Vendors (Microsoft Azure) (if applicable), RFP Attachment I	
Cloud Security Assessment Questionnaire for Vendors (Amazon Web Services) (if applicable), RFP Attachment J	
Cloud Security Assessment Questionnaire for Vendors (Google Cloud) (if applicable), RFP Attachment K	

Cloud Security Assessment Questionnaire for Vendors – Criminal Justice Information Services (if applicable), RFP Attachment L	
+Signature Page, RFP Attachment M	
Proposal Checklist, RFP Attachment N	
+Signed Addendum, if applicable	
One <u>COMPLETE</u> (1) electronic submission through SAePS.	

+Documents marked with a (+) on this checklist require a signature.

Be sure all forms that require a signature are done so prior to submittal of the proposal.

[All amendments and exhibits to the Request for Proposals not attached hereto are deemed incorporated by reference.]

EXHIBIT B
PROPOSED PLAN

[Attached]

Proposed Plan

Attachment A Part Three



SP+ holds high standards for appearance, maintenance, courtesy, and safety to help ease the stress of travel, while our ability to support technology and automation promotes consistent collections and revenue growth.

Proposed Plan – Attachment A – Part Three

A. GENERAL REQUIREMENTS

1. Business and Technical Response

- a. Provide a business and technical response to the business outcomes outlined in Scope of Services. Respondent should distinguish the business response from the technical response. As applicable, the Respondent can suggest metric(s) to measure progress and success. Airport references for specific responses are encouraged.**

Business Response

SP+ will provide the City with all resources necessary so that staffing levels and manager oversight are maintained at all times. We take great care to ensure customer demand and peak travel periods are the primary factors used to create employee work schedules. **SP+** continuously monitors and evaluates staffing schedules and recommends adjustments to maximize efficiencies and achieve cost savings from optimal utilization of automated technology.



Using a mix of full-time and part-time personnel along with a crew of part-time, on-call employees we will provide SAT with the necessary back up staffing to accommodate vacations, holidays, open shifts and peak periods throughout the year. As shifts become available, we will fill open shifts with part-time employees. During peak periods, temporary shifts will be added to the regular staffing schedules. Those temporary shifts will also be filled by the part-time employees. Once the peak period has passed, the temporary shifts will be discontinued and the part-time/on-call employees will revert back to their normal schedules.

All hourly staffing schedules that interface directly with customers and impact customer flow in and out of the facilities can include “floater” shifts to cover employees who are taking lunch breaks and restroom breaks. The floater will be assigned a permanent shift that will coincide with the scheduled breaks of the employees on the regular staffing schedule. As employees break for lunch, etc. the floater will move into that position and assume that employee’s duties.



During peak periods throughout the year (typically Spring Break, Thanksgiving, and Christmas) **SP+** will provide additional supervision, cashiers, and drivers through the use of part-time employees, salaried personnel, and personnel who are cross-trained to perform multiple operational functions as needed to meet the demands.

Operations During Airport Construction Projects

Over the years, many of our airport contracts have grown in scope as a result of airport construction and improvement projects. **SP+** offers the proven capabilities, hands-on experience and responsiveness to ensure all parking facilities are staffed appropriately and effectively during any airport construction projects.

The following are examples of typical services we have performed during garage/terminal expansion or construction: project management, proactive planning, staging and coordination; recommendations for traffic ingress/egress; patron assistance with customer service representatives and traffic attendants; temporary signage; sectioning off work areas for project implementation; and much more.

Through strategic planning and constant monitoring no matter the project scale, we will facilitate the safest and fastest means for supporting the customer pedestrian journey to and from the parking facilities and the passenger terminals.



We look forward to working with SAT during the anticipated move of the Employee Parking Lot in 2024 and the potential construction of a new garage and entry plaza.

Our extensive experience includes numerous high impact airport projects of various size and scope as detailed below:

Salt Lake City International Airport (SLC) – Larger transitions include the 120 employee, 40-shuttle bus AOA Hardstand Shuttle Operation at the new Salt Lake City International Airport terminal facility. SLC is undergoing a \$3.4 Billion Terminal Redevelopment Program (TRP) that includes the construction of a new terminal, new parking garage and rental car facilities. The first construction phase expanded the Economy Lot to accommodate the rental car facilities. **SP+** was highly involved in the planning and implementation phases of construction and traffic changes, which impacts shuttle routing and service levels. In October 2020 and as part of the ongoing TRP, **SP+** was tasked to implement an AOA Shuttle Hardstand operation to transport passengers to and from the terminal to their airplane. **SP+** dedicated an incredible amount of local, regional and corporate resources to sufficiently hire, onboard and train nearly 100 employees during the height of the COVID-19 pandemic. Senior leadership from the Company's Aviation and Transportation division were very involved and assisted SLC with strategic planning and budgeting that resulted in a smooth transition and satisfied airline partners and key stakeholders.

Louis Armstrong New Orleans International Airport (MSY) – In 2018, **SP+** developed and executed a phased program for MSY to transition from existing garages to the new North Terminal garages and surface lot expanding operations by 5,625 additional spaces. The transition required temporary shuttle services to transport passengers to/from the old and new facilities. In addition, **SP+** implemented a new permanent shuttle service from the Rental Car Center located adjacent to the old terminal to the new terminal and provided Remote Airline Check-in services at the RAC through our Bags division so customers can check luggage prior to boarding a bus.

Southwest Florida International Airport (RSW) – In 2005, **SP+** transitioned the new Midfield Terminal Complex at the Southwest Florida International Airport. Parking for the new Midfield Terminal Complex (MTC) was expanded significantly and included an 8,000 space surface lot that required shuttle service. The new operation effectively tripled the size of the busing operation serving the old split terminals. In advance of the MTC transition, we consulted with the airport on

a wide range of transportation issues that were critical in the planning and implementation of the new services.

Cincinnati/Northern Kentucky International Airport (CVG) – With the extraordinary growth in passenger traffic at CVG came expansion and renovation of the entire airport campus. **SP+** worked with the Kenton County Airport Board (KCAB) to manage the parking operations through various construction projects, namely the relocation of the garage exit plaza, the opening of the Economy Lot operation (first as overflow and then as a permanent operation), and the re-routing of roadways into/out of the airport along with reallocation of various parking facilities. Through it all, our staff has demonstrated an unwavering commitment to serve both the traveling public and KCAB.

Gerald R. Ford International Airport (GRR) – **SP+** has effectively supported a number of high-profile projects at GRR. We are extremely proud of these operations and the outstanding service provided – particularly the resourcefulness and flexibility we demonstrated during garage construction, utilizing several makeshift valet holding lots and successfully handling a 200% increase in Economy Lot traffic. We added Customer Service Representatives to assist passengers and additional vehicles to transport hikers to/from remote valet parking areas. We developed smart passenger shuttle-loading techniques and provided bumper-to-bumper service for more than 10,000 vehicles per month at the Economy Lot, mitigating any inconvenience to the traveling public from the loss of close-in parking during construction.

William P. Hobby Airport (HOU) – **SP+** successfully managed the parking facilities at HOU during construction of the new international terminal and parking garage, which added more than 3,300 spaces. We were active participants in the parking design and construction phases of the new garage, which is equipped with energy-efficient LED lighting and a state-of-the-art parking guidance system.

Portland International Jetport (PWM) – **SP+** successfully partnered with PWM on multiple large-scale projects, including the parking office expansion; phase II garage and terminal expansion; and coordination of off-site employee parking accommodation during events and expansion projects.

Fresno Yosemite International Airport (FAT) – **SP+** assisted FAT with conceptual design and construction of a new parking office and exit plaza canopy. While this challenging project was underway, our highly adaptive staff was always eager and willing to make the necessary accommodations to keep the operation running smoothly while maintaining an excellent customer experience during construction.

Leveraging Technology to Optimize Parking Operations

In recent years, **SP+** has invested heavily in acquiring, developing and implementing leading-edge technology solutions that automate the travel journey and optimize the customer experience.

As passenger behavior continues to evolve with a focus on increased self-service and the personalization and digitization of the travel experience, **SP+** leads the drive toward parking facility modernization with solutions that enhance customer mobility and choice. From Remote Airline Check-in (RAC) and bag drop services, to ticketless pay/text/scan-with-mobile phone functionality, a parking reservation platform complete with dynamic pricing and

yield management, and innovative digital marketing strategies, **SP+** works endlessly to future-proof airport parking operations with revolutionary, customer-centric solutions that have come to be expected by today's travelers.

As air travel passenger numbers continue to increase at U.S. airports since the pandemic shutdown of 2020, so has demand for vehicle parking at airports, with many of our nation's facilities reaching capacity multiple times per week. **SP+** prepared for adapting to this increased parking demand and the ever-shifting traveler demographic by working closely with our airport partners and implementing technology solutions that offer a more convenient and seamless travel experience.

At **SP+**, this begins with our Promise to Make Every Moment Matter for a World on the Go, and continues with our philosophy of offering travelers greater 'Freedom of Choice' in their parking journey – beginning the moment a customer books an airline ticket to the time they return home from a trip.



Offering Freedom of Choice in the Customer Journey

Customer Relationship Management and Digital Marketing Channels:

- + ***Paid Search and Search Engine Optimization*** – Meeting the customer at the start of their online search for travel and parking options.
- + ***Geofencing Display*** – Identifying off-airport parkers and incentivizing on-airport parking by serving targeted ads that offer promotions and discounts.
- + ***Email/Social Media Marketing*** – Communicating offers and relevant information directly to online customers.
- + ***Website Optimization*** – Airport website Parking Guides offer enhanced information and functionality (parking fee rate calculator; dynamic parking facility maps; etc.)

Airport Parking Facility Services:

- + ***Online and Pre-paid Reservations*** – **SP+**'s industry leading AeroParker online parking reservation platform is a feature-rich customer interface that provides parkers with the 'peace of mind' of having a guaranteed parking space when they arrive at the airport, as well as contactless access to facilities using mobile phone bar/QR code functionality.
 - The dynamic pricing and yield management capabilities within AeroParker provide the ability and flexibility to adjust parking rates based on numerous factors including

- parking demand and length of stay aimed at capturing new or price-sensitive customers that may be deciding to park with an off-airport competitor or use alternative forms of transportation to arrive at the airport.
- The online and pre-paid reservation experience also ensures a touchless transaction process, quicker entrance and exit times at the parking facility, and the ability to market directly to reservation customers with customer loyalty programs and promotions.
 - + ***Freedom of Choice in Parking Products*** – We endeavor to assist airports in developing parking products for any traveler’s budget and convenience need, such as premium close-to-terminal self-park and valet options, short and long-term garage facility parking, long-term economy surface parking, and overflow facilities to accommodate peak, high-occupancy and holiday periods. All of these products can now be automated with credit-card or mobile payment technology, enhancing customer self-service functionality and mitigating operational labor costs.
 - + ***Freedom of Choice in Parking Facility Access*** – We assist airports with taking advantage of proven technologies, such as Automated Vehicle Identification (AVI), License Plate Recognition (LPR), and a Digital Ticket experience to manage and control customer-centric programs that can offer users various rewards and discounts. A primary advantage of these technologies include quick, easy, and touchless transactions in the entrance and exit lanes of the parking facility by reading of windshield AVI tags or vehicle license plates.
 - + ***Freedom of Choice in Parking Fee Payment*** – Providing customers a variety of options for paying for their parking fees, including pre-book online reservations, mobile phone facility access and payment using bar/QR code technology, payment with Google/Apple Pay, and opportunity to upsell customers with ancillary services that can be ordered online and in advance, such as vehicle detailing and dry-cleaning services.

Baggage Assistance and Management, and Shared Use Skycaps:

- + ***Remote Airline Check-In and Bag Drop (RAC)*** – **SP+**, with our Bags solution, is the only company that can bring the airport terminal check-in experience and function to airport landside areas and off-airport locations:
 - Parking customers can check-in and be relieved of baggage at airport multi-modal transportation centers, economy parking lots, valet locations, rental car facilities, and even off-airport hotel and convention center facilities, allowing travelers to proceed directly to airport security and their airline gate.
 - Benefits include not having to lug baggage onto airport shuttles, time-savings in getting to airport security and skipping the terminal check-in counter, and increased customer dwell time and airport revenue growth at concessions locations post-security.
 - Drive-up and stay in your car check-in and bag drop models exist today, as well as shared use skycap services at airport curbside locations. Airports can check-in and accept baggage for multiple airline brands at a single position on the airport curb using a shared use technology platform.

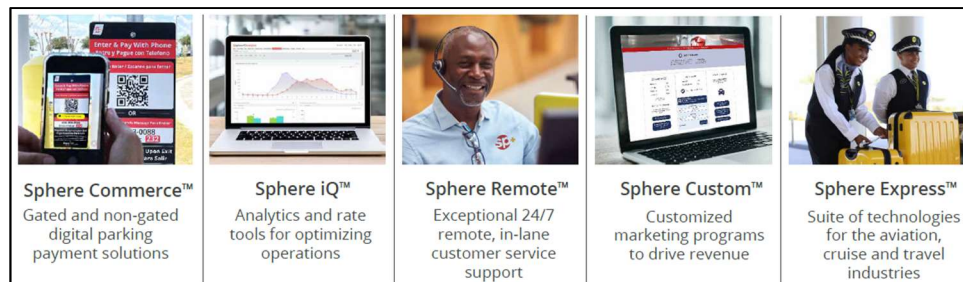
Parking Guidance System Technology and Enhanced Wayfinding:

- + In recent years, **SP+** has consulted and assisted in the implementation and management of Parking Count and Guidance System (PCGS) technology at several airports. These systems are primarily used in multi-level parking structures, although the technology and

systems are available for installation and use in surface parking facilities as well. Airports can realize a multitude of benefits that this technology can offer their customers, including:

- Reduced search times finding an available parking space, reduced operating expenses, ability to increase occupancy levels to 100 percent utilization by directing customers to the very last few available parking spaces in a facility, and enhanced overall customer service.
- In addition, when these systems are used in concert with LPR technology in entrance and exit lanes, customers have the ability to easily find their vehicle after returning from a trip; a seamless and touchless exiting process; as well as the ability for an airport to charge lower or higher parking rates for specific parking spaces or areas in the facility.
- Reduced vehicle emissions and an enhanced customer experience due to customers having the ability to find an open space quicker.

SP+'s Sphere Parking Mobility and Technology Platform:



Our Sphere platform enables **SP+ Aviation** clients to monetize and maximize their assets by improving operations, reducing costs and maximizing revenue. We deploy Sphere to replace outdated operational infrastructure with advanced low-cost technology that improves parking and shuttle operations.

- + Sphere Commerce ensures streamlined access and payments
- + Sphere iQ applies business intelligence tools to improve operational and financial performance
- + Sphere Remote enables remote management and reduced staffing
- + Sphere Custom offers leading-edge digital marketing solutions
- + Sphere Express provides a suite of airport landside and terminal passenger solutions such as Remote Check-In and Bag Drop and Curbside Concierge (shared use curbside skycap services).

Parking Access and Revenue Control (PARCS) Expertise

As a leader and innovator in the airport parking industry for more than 70 years, **SP+** has experience with all major revenue control hardware and software configurations in use today, including the HUB system currently in use at SAT. We are well experienced in the procurement and installation of new revenue control systems and our subject matter experts assist airports with consulting services and all phases of system procurement and transition.



We have extensive demonstrated qualifications managing and utilizing fully online revenue control systems to enable and automatically process multiple rate classifications, generating revenue and facility operations reports, and operating and performing routine maintenance on systems components including ticket issuing machines, loop detectors and actuated gates, and cashier terminals – and much more. Also through our ongoing relationships with leading manufacturers, **SP+** has been able to influence many of the options commonly used to track revenues and transactions at airports. In fact, we were responsible for installing the first automated exit lane at an airport more than 25 years ago.

SP+ provides technology and operational consulting services to owners, architects and developers of parking and transportation facilities throughout North America. These consulting assignments are performed by the Company's dedicated in-house technology consulting division, Technology Implementation Group (TIG), known for its industry leadership in the use of technology to create optimal parking and transportation solutions and integrate them into operations. TIG's capabilities include experience with writing specifications, procurement, selection, financing, and installation of PARCS equipment.



The following is a sampling of airport projects where TIG assisted our clients with management and oversight of the RFP process / procurement of new PARCS systems:

- | | |
|--------------------------------|-----------------------------------|
| ✦ Gerald R. Ford International | ✦ Louisville International |
| ✦ Kansas City International | ✦ Cleveland Hopkins International |
| ✦ Akron-Canton | ✦ Dayton International |
| ✦ Hollywood Burbank | ✦ Bellingham International |
| ✦ Kona International | ✦ Bradley International |
| ✦ Hector (Fargo) International | ✦ Sioux Falls Regional |

Another unique attribute of our firm is that we are expert systems integrators. We are not “married” to particular manufacturers or providers of specialized hardware and software in the narrowly focused market segment of parking equipment, enforcement devices, and back-office technology solutions. We have no vested interest in selling a specific product or service. Rather, our interest is in selecting the best products and services for our clients, integrating them as appropriate, and managing them to their best effect. This allows us to recommend “best-in-class” solutions based on specific client needs and budgets, without prejudice.

Equipment and Maintenance Procedures

The following reflects our standard protocol and represents the basic policies and procedures our staff will follow in facilitating day-to-day operations for the PARCS equipment.

Such policies and procedures can be customized for specific equipment manufacturers, but at a minimum, these procedures ensure that our operations team follows and handles different scenarios using the same basic approach and understanding when servicing the equipment. This methodical approach allows our operations program to be consistent in meeting the scope of services we provide.

Providing a set of written policies and procedures also ensures that each machine is properly checked and maintained in the same manner (by the entire maintenance staff). This protocol decreases the frequency of visits required by outside equipment vendors and technicians. Basic procedures are listed below:

- + Cleaning external housings, digital displays, etc.
- + Cleaning the print heads
- + Lubricating cutter blades
- + Adjusting the belts
- + Blowing out microscopic debris from all moving parts weekly
- + Addressing other routine maintenance tasks

SP+ personnel are trained to respond swiftly and effectively to a variety of emergency and irregular situations that may occur during the day-to-day operation of services. We have operational plans in place addressing emergency action procedures, safety, equipment failure and more. Our supervisors and management personnel are trained on the proper procedures for handling customer transactions “manually” in the event of a power failure or serious malfunction of parking control equipment. Emphasis is placed on customer service and revenue integrity.



SAT can be assured we will expeditiously work to respond to emergency situations. Further, all **SP+** supervisors and management personnel will be on-call at all times to respond to emergency situations.

Ongoing Technical Support

Our TIG staff is trained in the repair and maintenance of revenue control equipment and serves as a support arm to **SP+**'s field operations across the country.

SP+ utilizes this group for higher-level equipment repairs and maintenance. As such, our management staff is often able to troubleshoot technical problems before having to call in an outside service provider. This technical support has resulted in bottom-line cost savings to our clients.

In addition, **SP+** is able to provide a high level of training to our in-house maintenance staff, allowing our onsite personnel to complete many of the minor and mid-range equipment repair functions, as well as the preventive maintenance required in our facilities.

EV Charging and Promoting Sustainability

SP+ strives continually to enhance the customer experience by expanding services and amenities offered to our parkers. With the growing number of customers purchasing electric or hybrid vehicles, there is increased demand for parking spaces equipped with EV charging stations.



Having anticipated the increased prevalence of the electric vehicle as a game-changer in the automotive industry's contribution towards sustainability, we have established relationships with various distributors of vehicle charging stations. **SP+** works with these distributors to facilitate charging station installation in various cities and facilities throughout the country.

SP+ has installed and managed electric vehicle (EV) charging stations at airports of every size, from non-primary hub airports like Bellingham International Airport (BLI), medium-hub airports such as Hollywood Burbank (BUR) to large-hub airports including San Francisco International Airport (SFO). While EV charging remains a free service at most airports, at BUR **SP+** worked with airport administration to offer EV charging to our valet customers for a \$5 per stay rate. Given that valet parking accounts for over 40% of the total parking revenue at BUR, this new service was an important amenity to provide to encourage onsite parking and comfort to parkers so that they would have sufficient charge to return home safely.

Additionally, **SP+** coordinated with Austin-Bergstrom International Airport (AUS) to develop and implement a complimentary Electric Vehicle (EV) charging service for AUS Executive Valet customers. **SP+** resourced our airport locations currently offering EV charging services to discuss lessons learned and for support in selecting EV charging equipment.

SP+ is well prepared to promote and maintain the existing EV charging network of level 2 chargers that exist at SAT in the Long-Term and Short-Term.

As EV charging is starting to emerge from its infancy, our Revenue Management team is able to advise SAT with analysis and pricing recommendations. Our revenue management department has an analyst with an electrical engineering degree on the team and is currently providing guidance to clients on their questions regarding pricing for EV charging. We realize that SAT does not currently charge for power, but if the time comes when the City considers changing its policy, our revenue management department is ready to advise on these efforts.

Customer Service Specialists

SP+ employees are required to continually update their customer service knowledge, skills and techniques by completing refresher customer service training courses annually as set by the Regional Manager and Training Manager. Our training library contains a wide variety of over 100 courses dedicated to Customer Service, including topics such as *Delivering World Class Customer Service* to *Creating Winning First Impressions*. **SP+** has incorporated the initial and recurring training at our airport locations across the country inclusive of all airport regardless of size and scope, including Baltimore-Washington International, San Francisco International, George Bush Intercontinental, Salt Lake City International, and Denver International Airports.

SP+ Hospitality Specialists – **SP+** offers highly qualified hospitality specialists to lead the customer service focus at several of our operations. **SP+** Senior Training and Recruiting Manager, Christina Combs, is not only a graduate of the Disney Institute; she also worked with The Ritz-Carlton Hotel Company for more than 15 years and was a facilitator for The Ritz-Carlton Leadership Center. Christina incorporates first-hand knowledge of The Ritz-Carlton service culture and the Disney Institute into our **SP+** customer service training programs. With her extensive experience in the Hospitality and Training industries, she spearheads the design of **SP+** targeted customer service sessions. **SP+** commits to providing engaging, interactive face-to-face training delivered by **SP+** Airport Services division facilitators such as Christina to ensure executing excellence in customer service is a important focus at SAT.

SP+ Infrastructure Improvement Services

An airport parking environment is very different from an office complex or shopping center where the user parks frequently and has greater familiarity of the site. Traffic flow, stall design and width, and way-finding requirements are important considerations to maximize efficiency and user satisfaction. **SP+** has assisted airports with implementing infrastructure improvement programs for more than 70 years. We offer the capability to provide any of the following services related to planning and designing infrastructure improvements:

- + **Functional Design:** Schematic plan development (or review) reflecting vehicular ingress and egress, circulation plans (required ramping), locations and sizes of parking spaces, drive aisles, column, stair and elevator placement, and entry and exit lanes.
- + **Parking Layout Optimization:** Parking design maximizes capacity and optimizes functionality and user comfort. Design addresses specific city code requirements (landscaping, lighting, etc.).
- + **Graphics (WayFinding):** Signage and technology recommendations are defined by type, location, quantity, size, wording and appearance. Recommendations for proposed signs provide a comprehensive wayfinding system to ensure comfort, safety and convenience of the parking user.
- + **Revenue Control System Design:** Analysis of parking and transportation operations to define requirements for proposed and existing systems:
 - Develop and implement unique solutions for unique operations
 - Comprehensive assessment of facility needs
 - Extensive recommended technology specifications
- + **Procurement Process:** We guide the complete Procurement process (Request for Proposal) and create a level playing field through the RFP process so vendors deliver proposals that are “apples to apples” to ensure clients receive the best price for a solution:
 - Technical specifications and drawings
 - Distribution of RFP
 - Manufacturer solution evaluation / selection
- + **Project Management and Installation:** Through the project management process we ensure the purchased solution is delivered to the expectations of **SP+** and the Client:
 - Internal control of projects to ensure budget adherence
 - Regular status calls and written reports to communicate status and resolve open issues
 - Final walkthrough to ensure all required capabilities are delivered per contract
- + **Feasibility Studies and Site Selection:** Feasibility study includes developing pricing models to set proper parking rates for a garage, schematic design of a garage to assist designer, and projection of maintenance and operational expense of a garage.
- + **Planning and Demand Analysis:** Analysis of parking supply and demand. Analytical models of space utilization are used to determine the appropriate quantity and location of parking facilities to meet project needs.
- + **Technical Capabilities:** Professional staff with extensive knowledge and experience with technology, providing the most innovative and effective parking and transportation solutions for our clients. Our technical staff has full AutoCAD capability.

Technical Response

For Parking Access and Revenue Control System (PARCS) operations at airport facilities, **SP+** utilizes a PCI compliance checklist which includes a managed firewall and network segmentation based on VLAN & subnets. Any segment for office network devices that is independent and outside the scope of PCI (Payment Card Industry) compliance requirements are similarly segmented to prevent any inappropriate data from entering or being accessed by those hosts.

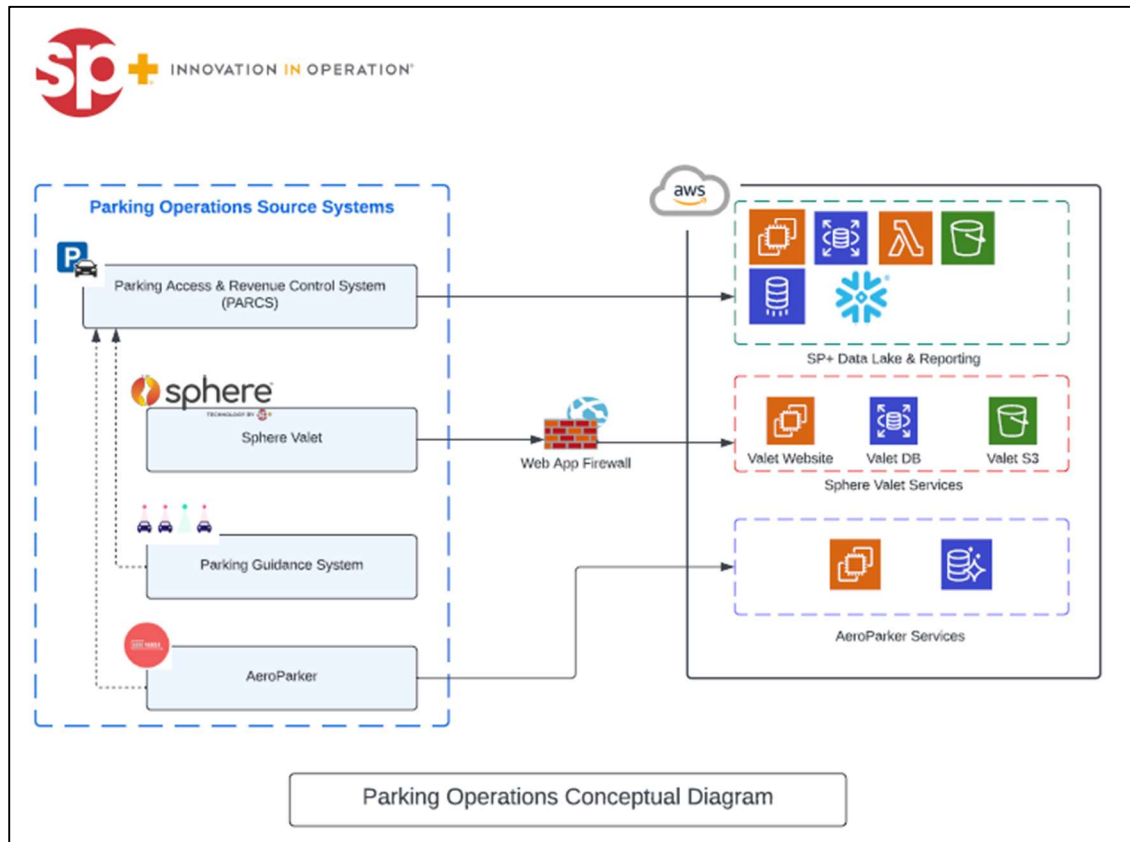
SP+ reports transactions and other data from the PARCS system to the **SP+ Data Lake** which is hosted in AWS and includes AWS platforms such as EC2, RDS, S3, Data Migration Service, Glue, along with data warehousing from Snowflake among other technologies. This allows **SP+** to provide reports on financial & operational data including revenue & occupancy. All data transmitted to the **SP+ Data Lake** is secure and does not include anything that would be considered in-scope for PCI compliance.

The **Sphere Valet** system involves equipment at the location including at least one device with a modern Internet browser such as Google Chrome to access the **Sphere Valet** website. The website is hosted by **SP+** in the AWS cloud and protected by a cloud based Web Application Firewall (WAF) that mitigates against bad actors, bots, and distributed denial of service (DDoS) as well as having geographic blocking to allow only traffic from the US, Canada, Europe, and other countries as determined by the Information Technology & Information Security departments. The **Sphere Valet** system uses AWS platforms including EC2, RDS, & S3.

SP+ can operate Parking Guidance Systems (PGS) that integrate with common PARCS equipment vendors. The amount of integration will be determined by the interoperability between the specific PARCS and the Parking Guidance System.

2. Solution Technical Reference Architecture Diagram

Attach an illustration of your proposed Network Architecture.



- Use all product names (Respondent's OEM) and any required identifiers (what appears on a Bill of Materials or Purchase Order).
- Do not use icons. Use geometric shapes to identify software, compute, network and storage locations.
 - When identifying software, distinguish among applications, data stores, and middleware, including enterprise service buses (ESB, etc.)
 - Use lines and arrows to show data flows among components

Please reference the Solution Technical Reference Architecture Diagram above.

- Identify data stores (DBs) where data will reside for periods long than the time of transaction

Please reference the Solution Technical Reference Architecture Diagram above (SP+ Data Lake and Reporting).

- Identify where encryption occurs and does not occur (in-flight, at-rest, etc.)

Data is encrypted at-rest on the PARCS equipment (depending on the vendor) and in-flight between the PARCS equipment and the payment gateway, including from the PARCS equipment through the switches and firewall to the Internet connection.

In the case of the Sphere EMV, the encryption occurs on the Ingenico credit card reader and transits to the payment gateway via the switches and firewall to the Internet connection.

AWS is not in-scope as there is no credit card data present, either at-rest or in-transit.

v. Identify PCI-compliant components and paths

On the Solution Technical Reference Architecture Diagram, what is labelled PARCS equipment is where the PCI in-scope systems exist, including the Managed Switches and Managed Firewall.

c. Identify and label all the interfaces as either proprietary to the Respondent or based on an open, published standard. Identify what interfaces are available to a 3rd party for integration.

Anything located in AWS is potentially available for integration. **SP+** offers Application Programming Interfaces (APIs) and integration with Sphere iQ™ services. These are proprietary, but use industry standards such as RESTful APIs that can be consumed by the customer.

d. Identify the analytics platform and how data would be extracted for further analysis

To enable clients to better understand occupancy and revenue performance at their airport parking facilities, **SP+** has developed Sphere iQ™ Analytics. This comprehensive reporting tool provides clients with a highly engaging and visual representation for real-time performance metrics.



This enables the **SP+** operations team to make smarter decisions, optimizing their operations and maximizing revenue. We also have an in-house team of Revenue Management specialists who can further analyze your location and respond with tactical pricing strategies to increase your yields. By analyzing location occupancy, consumer segmentation, demand and competitor products and pricing, the **SP+** Revenue Management team will optimize performance on behalf of our SAT.

SP+ has invested material resources to design and rollout this state-of-the-art data analytics program that would provide a seamless platform that aggregates multiple data points, key performance indicators and analysis to complete the picture on how a location is performing. Connecting multiple data sources into one seamless interface, **SP+** Sphere iQ™ Analytics continuously seeks the correlations between data and value.

The **SP+** revenue analytics dashboards leverage transaction data from PARCS equipment. With the dashboards, we offer SAT the ability to better understand customer activity. This is the first step in leveraging SAT parking data to find correlations between data and value. The dashboards provide multiple views of the transaction data to assist in the identification and analysis of patterns and relationships. These views are intended to assist in understanding how the airport location is being used so that opportunities might be identified that can improve or maximize revenue and occupancy levels.

By selecting a location and a date range, a number of unique views are available:

- + Usage by day of week, month or year
- + Trending over time comparisons

- + Average and peak occupancy levels
- + Revenue and tickets per space per day
- + Average duration of ticket and parker type
- + Payment methods and average payment per type
- + Parker entry and exit times by parker type
- + Price segmentation by time
- + Rate information (not currently available for Digital)

Information provided in these different views provides insight into things such as how staffing levels might need to be adjusted or potential pricing adjustments based on duration and type of parker. As we continue to refine, discover and analyze these relationships, we can then provide the data in formats that allow both the identification of opportunities as well as actionable items.

Please see the following samples of various dashboard views:

- + Revenue, tickets and average ticket price
- + Information about the location such as type, spaces or last day reported
- + 12-month revenue trend compared to prior years
- + Forecasted revenue for the remainder of month based on historical values
- + Revenue by day of week compared to equivalent day last year
- + Tickets by day of week compared to equivalent day last year
- + Average Ticket Price by day of week compared to equivalent day last year

Peak Utilization

- + Average occupancy by hour (limited use for digital)
- + Average revenue and tickets per space per day
- + Parker entry and exit by type and hour
- + Peak occupancy by day (limited use for digital)

Parker Duration

- + Total duration per ticket by type and hour
- + Total duration variance to last year
- + Duration by hour report variance report

Average Stay Duration

- + Average parker duration by day selected
- + Number of tickets

Ticket Breakdown

- + Price segmentation as a percentage by time buckets
- + Price segmentation heat map across days selected

Parker Movement

- + Total parker entries by hour for days selected
- + Total parker exits by hour for days selected
- + Total net parker activity by hour for days selected
- + Average parker movement by hour compared to last year



SP+ Sphere IQ Analytics Data Extraction

Internal Data Sources

SP+ provides a number of dashboards with drill down capabilities that provide analysis on:

- Transient Activity
- Ticket Activity
- Parking Utilization
- Monthly Parking
- Prepaid Activity
- Customer Activity
- Validation Activity
- Revenue Trending
- Payroll Spend
- Remote Management Calls

Third-Party Data Sources

SP+ can provide additional dashboards by leveraging integration to PARCS equipment:

- PARCS Equipment
- Meters
- Online Marketing Firms
- Weather
- Event Systems
- On Demand Payment
- Credit Card Processors
- Citation Equipment

e. Identify how system elements from the solution's components would send alerts.

Components of **SP+** in the AWS cloud are configured to log alerts and messages with AWS CloudWatch. Additionally, alerts can be sent via email. Amazon CloudWatch monitors AWS resources and the applications run on AWS in real time. CloudWatch can be used to collect and track metrics, which are variables you can measure for your resources and applications.

The CloudWatch home page automatically displays metrics about every AWS service in use. You can additionally create custom dashboards to display metrics about custom applications, and display custom collections of metrics of your choice.

Alarms that watch metrics and send notifications or automatically make changes can also be added to the resources being monitored when a threshold is breached. With CloudWatch, users

gain system-wide visibility into resource utilization, application performance, and operational health.

- f. Identify the network bandwidth required in your proposal. As referenced above, the Respondent is responsible for providing the network.**

Recommended Internet network bandwidth requirements are 100 Mbps bi-directionally for optimal operation.

- g. In the technical responses, provide an overview and then a detailed discussion, spell out acronyms, and provide references to industry documents and standards where applicable. Clearly show all assumptions and requirements for the proposed solution for SAT stakeholders (commercial ground transportation providers (including valet), employees, parkers, etc.)**
- i. Show that the Respondent understands the trade-offs that need to be balanced among the rates, their impacts on guest behavior across short- and long-term parking, and valet.**

There are several considerations we look at in rate setting:

- + **Product availability** – Ensuring multiple parking options are available whether you are booking 6 months in advance or drive up on the day
- + **Product hierarchy** – The availability of a low cost, mid-range, and premium product in every market
- + **Global optimization** – The price of one product can affect the demand for another
- + **Price elasticity by duration and arrival** – The customers' willingness to pay
- + **Demand led pricing** – Varying price based on supply and demand
- + **Competition considerations** – Considering the price of TNCs and off-airport operators
- + **Promotional pricing** – Time constrained promotional discounts

A brief description on how these impact guest behavior and decision making is provided below.

Product Availability

The key objective of our proposed revenue management approach is to maintain space in all parking lots up until the day of arrival. This allows SAT to maximize the revenue per space and maintain an optimal guest experience with continual availability of parking options to suit the guests' needs. The overall parking rates are a key consideration to maintain product availability for the following reasons:

- + If you sell too cheaply, not only is there a lost revenue opportunity, but this will lead to high congestion in the parking facilities and a poor customer experience on-airport. Selling out too quickly online also provides a poor user experience and will result in a lower conversion rate and customer engagement, as well as an increase in cost per booking acquisition as customers click on digital ads in search of parking on dates when there is no availability.
- + If pricing is too expensive, customers will look to cheaper alternatives from competitors or look for other modes of transport - opting to be dropped off for free, or to use TNCs - all of which result in lower revenue to SAT.

Product Hierarchy

The two main considerations guests have when deciding on parking are cost, and convenience. It is important that there is a clear product hierarchy of parking options that address this with appropriate pricing for each market. If there is a price point unaddressed, a portion of potential customers will look to other options of travel to the airport. Product differentiation through price, amenity, and distance to the terminal results in a clearly defined parking product hierarchy makes it easy for the customer to choose their most appropriate product.

Parkers in Short Term and Valet will place a higher importance on convenience, and it is imperative that a premium service be provided to deliver on this promise. Capacity in both options is more limited and customers expect to pay more to the premium service. Furthermore, these parkers are typically less price sensitive, and an overall higher average selling price does not adversely affect sales performance – particularly in the 1 to 4 day stay durations. Price too low, and you will have opportunity loss in revenue and the products will be too accessible, putting service levels at risk. Pricing too high will lead to under-utilization, and force guests to seek an alternative mode to the airport, or park in a more economical lot.

Long Term and Economy guests will be more price sensitive – and will likely be comparing the economical options available to them. Providing affordable parking options is important for providing equitable access to parking at SAT, and rates should effectively balance competing with alternative options available to the customer, and the convenience and peace of mind that comes with parking in an official Airport lot.

Global Optimization

Product price differentials can also influence guest behavior. Therefore, the prices of each parking lot should be reviewed collectively to control demand levels across the parking estate. Increasing or reducing the price differential between a premium product and a lower cost one can result in customers choosing products higher or lower in the hierarchy. Lowering the price differential between the Short Term lot and the Economy lot for example, could result in a proportion of customers upgrading to the higher priced product and a higher overall selling price. If the price difference is too high, it could lead to downgrade activity – guests choosing a lower priced product than they would potentially be interested in. This behavioral trait can be leveraged with reservations - if there is an operational reason SAT wants to discourage parking in a specific lot, SAT can reduce the price differential between that facility and the next higher priced product to shift the reservation mix. This has as much to do with creating a greater guest experience as it does aiding operational efficiencies and generating additional revenue.

Demand Led Pricing

Demand led, or occupancy-based reservation pricing can initially raise concerns for the guest experience. However, this is a concept consumers are accustomed to when booking flights or hotels, and providing the reservation price does not exceed the drive-up rates, they still benefit from the advantages of reserving online – guaranteeing their space and reducing friction in their parking experience - and it encourages guests to reserve well in advance to guarantee the best rate.

Price Elasticity by Duration and Arrival

Other key factors influencing the customer's willingness to pay include the day of week of arrival, stay duration, trip type, and time of year. Guests staying for three days will behave differently than

a 7 or 10 day parker. A business traveler arriving on a Monday and staying for three days will behave differently than someone arriving on a Friday and staying for the weekend. And anyone travelling during Spring Break or Thanksgiving will have different expectations to those traveling during a quiet travel period. These factors should all be considered when defining the pricing. At a high level, SAT should consider the following:

- + More expensive rates for midweek stays less than 5 days.
- + Price-entry point increases in the 1-day, 2-day and 3-day stays.
- + Cheaper rates for stays less than 5 days that span the weekend.
- + Bigger discounts the longer the customer stays, meaning SAT pricing is competitive versus TNCs and competitor parking lots.

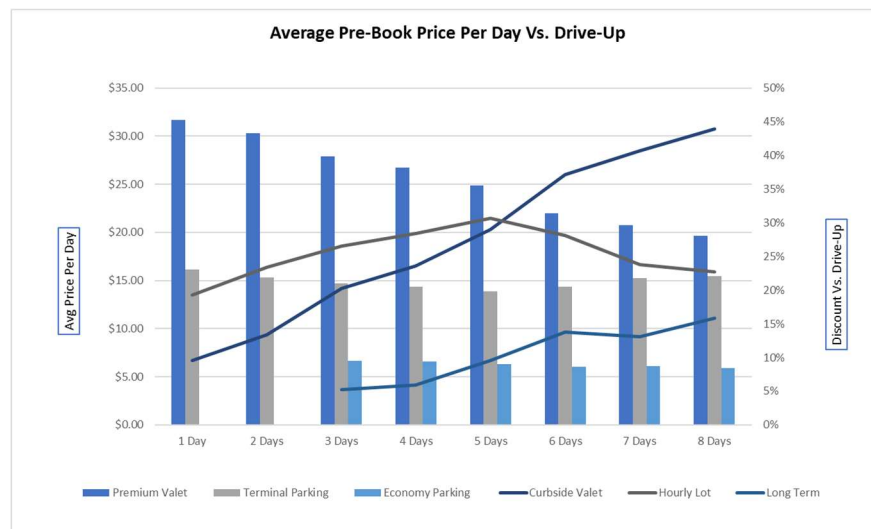


Illustration of increasing discount vs drive-up rates for longer stay durations

Competition Considerations

The price of using a TNC does not change whether you are away for 1 day or 10 days. Therefore when parking is priced at a fixed amount per day, the airport is priced out of the market for many travelers. Furthermore, off airport parking operators' price aggressively in the economy market, with regular promotions marketed online. The competitor landscape should therefore be reviewed and monitored on an ongoing basis to inform the pricing strategy and ensure SAT does not lose market share unnecessarily.

Promotional Pricing

Promotional pricing is an effective tool in boosting financial performance and building loyalty and engagement with the SAT parking customer. Providing promotions via email or other mediums can encourage someone who is in the research stage of their travel planning to act now and park with SAT and incentivizes and rewards known customers for maintaining communications with the airport. This can be used tactically, when capacity allows, so that the Airport is not discounting spaces it could sell at full price, and at a frequency that preserves the "surprise and delight" aspect so it does not become an expected offering.

ii. How can the Respondent demonstrate expert knowledge in modelling and running scenarios that help the Aviation Department understand the impacts of various pricing and parking product interactions?

COVID-19 led to new challenges in the world with travel being one of the worst affected sectors. Consumer travel behaviors and passenger mix changes post COVID-19 mean performance analysis comparisons to previous periods are less effective when analyzing pricing performance, leading to an inefficient pricing decision making process. **SP+** has a robust granular forecasting process, which supports pricing decisions and performance monitoring as well as short-term, medium-term and long-term financial planning.

SP+ and AeroParker have vast experience building and managing parking forecasts and models at airports, and use them regularly where we provide commercial management services to communicate expectations with airport stakeholders, build business cases, and inform pricing and operational decisions on an ongoing basis.

Forecasts typically include both reservation and drive-up parking performance, factoring in incremental parkers from other modes because of marketing and dynamic pricing initiatives, as well as the impact of guests who transfer from drive-up stays longer than 24 hours to a cheaper priced reservation product. As part of the forecasting process, we provide our expertise and a model to the Airport, inviting key stakeholders to give insights from an on-the-ground perspective, to review and challenge the assumptions made. This all-encompassing approach facilitates a forecast model that accurately forecasts the financial performance for future periods.

The baseline forecast model can be used by the Airport to project the impact of other parking initiatives and determine budget requirements. Initiatives include drive-up pricing changes, reservation pricing initiatives, parking capacity changes due to construction disruption, capacity changes by product type, operational limitations and the introduction of new parking structures or partnerships.

Drive-up rate changes have been modeled at Charlotte (CLT), Los Angeles (LAX), and a European client, assisting their internal process to change their drive-up rates. Both Charlotte and Los Angeles have changed their drive-up rates (less than and longer than 24 hours), resulting in total revenue per passenger increases of up to 60% versus pre-pandemic levels. In both instances, there was a transfer to reservation but the reduction in drive-up exits per passenger was offset by an increase in average selling price for drive-up and an improvement in reservation exits per passenger.

Typically, a reforecast is provided in addition to the annual forecast, and this will be an option for the SAT should ongoing services be of interest. Reforecasts are performed monthly and quarterly at LAX and CLT, respectively, because of the ever-changing trading environment. However, SAT can define the frequency of the reforecasting process as required to best meet its internal needs.

Scenario	Description	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Total
Revenue €														
S1	Increase to €4.50 per day in P3 & P4	€129k	€154k	€168k	€184k	€250k	€353k	€383k	€436k	€499k	€659k	€619k	€549k	€4,383k
S2	Increase to €5.00 per day in P3 & P4	€136k	€161k	€176k	€192k	€260k	€367k	€399k	€454k	€519k	€685k	€643k	€570k	€4,564k
S3	S2 + Short Term P1 rate increase	€152k	€185k	€200k	€219k	€297k	€418k	€454k	€516k	€590k	€778k	€728k	€645k	€5,181k
Pre-Book Revenue Mix %														
S1	Increase to €4.50 per day in P3 & P4	0%	0%	4%	5%	5%	6%	7%	7%	8%	9%	11%	11%	8%
S2	Increase to €5.00 per day in P3 & P4	0%	0%	4%	4%	5%	6%	6%	7%	8%	8%	10%	11%	7%
S3	S2 + Short Term P1 rate increase	0%	0%	3%	4%	4%	5%	6%	6%	7%	7%	9%	10%	6%
Drive-Up Revenue Mix %														
S1	Increase to €4.50 per day in P3 & P4	100%	100%	96%	95%	95%	94%	93%	93%	92%	91%	89%	89%	92%
S2	Increase to €5.00 per day in P3 & P4	100%	100%	96%	96%	95%	94%	93%	93%	92%	92%	90%	89%	93%
S3	S2 + Short Term P1 rate increase	100%	100%	97%	96%	96%	95%	94%	94%	93%	93%	91%	90%	94%
Exits														
S1	Increase to €4.50 per day in P3 & P4	31,235	45,092	47,705	51,861	69,901	98,009	105,954	119,830	136,252	178,870	165,061	145,508	1,195,277
S2	Increase to €5.00 per day in P3 & P4	31,235	45,092	47,705	51,861	69,901	98,009	105,954	119,830	136,252	178,870	165,061	145,508	1,195,277
S3	S2 + Short Term P1 rate increase	31,235	45,092	47,705	51,861	69,901	98,009	105,954	119,830	136,252	178,870	165,061	145,508	1,195,277
Pre-Book Exit Mix %														
S1	Increase to €4.50 per day in P3 & P4	0%	0%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	1%
S2	Increase to €5.00 per day in P3 & P4	0%	0%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	1%
S3	S2 + Short Term P1 rate increase	0%	0%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	1%
Drive-Up Revenue Exit Mix %														
S1	Increase to €4.50 per day in P3 & P4	100%	100%	99%	99%	99%	99%	99%	99%	99%	99%	98%	98%	99%
S2	Increase to €5.00 per day in P3 & P4	100%	100%	99%	99%	99%	99%	99%	99%	99%	99%	98%	98%	99%
S3	S2 + Short Term P1 rate increase	100%	100%	99%	99%	99%	99%	99%	99%	99%	99%	98%	98%	99%
O&D Pax														
S1	Increase to €4.50 per day in P3 & P4	124,994	98,479	105,039	132,131	124,168	158,918	213,700	259,684	321,822	405,705	457,067	423,803	2,825,509
S2	Increase to €5.00 per day in P3 & P4	124,994	98,479	105,039	132,131	124,168	158,918	213,700	259,684	321,822	405,705	457,067	423,803	2,825,509
S3	S2 + Short Term P1 rate increase	124,994	98,479	105,039	132,131	124,168	158,918	213,700	259,684	321,822	405,705	457,067	423,803	2,825,509
Revenue per O&D Pax														
S1	Increase to €4.50 per day in P3 & P4	€1.03	€1.57	€1.60	€1.39	€2.01	€2.22	€1.79	€1.68	€1.55	€1.62	€1.35	€1.29	€1.55
S2	Increase to €5.00 per day in P3 & P4	€1.09	€1.64	€1.67	€1.45	€2.10	€2.31	€1.87	€1.75	€1.61	€1.69	€1.41	€1.35	€1.62
S3	S2 + Short Term P1 rate increase	€1.21	€1.88	€1.91	€1.66	€2.39	€2.63	€2.12	€1.99	€1.83	€1.92	€1.59	€1.52	€1.83

h. Provide an industry recognized framework for the identification, prioritization, design and implementation of Smart Parking business process automation (e.g., frictionless parking via license plate recognition or through barcode readers) and prebooking / parking reservations).

Our proposal to implement a Parking Optimization Plan, which we interpret to include most or all of the components of a Smart Parking Program, incorporates a variety of innovative and proven technologies, including the existing parking guidance system, frictionless parking from a new parking access and control system, extensive reporting and analytics including a dashboard, and a thorough commercial revenue management plan by our own AeroParker.

The consumer demand for an easy, convenient and frictionless parking experience greatly increased as a result of the pandemic. **SP+** and our proposed subcontractors thoroughly appreciate the complexity to fully integrate the various components of the Smart Parking Program and the requisite infrastructure. As discussed, the program allows **SP+** and the Airport to reimagine the guest experience. For example, one high priority of our new system would be License Plate Recognition (LPR) pre-capture, which allows the customer to use the vehicle's license plate as the entry and exit credential for each parking facility. The guest experience is enhanced by not having to roll windows up and down, retrieve and not lose the parking ticket, etc. A credit card on file is stored, calculates and charges directly any parking fees due.

Another frictionless experience occurs when the guest uses the AeroParker reservation to pre-book their parking stay. An AeroParker reservation can be added to the guest's phone wallet application and scanned upon entry/exit and/or tied to a license plate number. As expressed in our previous narrative, **SP+** will commit the various technological and other resources so that the

Airport and **SP+** can collaboratively procure the new parking access and revenue control system that offers all desired functionalities and frictionless capabilities.

By way of an internal framework, **Sphere** technologies offered by **SP+** are flexible and can meet a number of Smart Parking use cases. Parking can be purchased via text-to-pay or a QR code posted at the location. The customer can also purchase reservations and on-demand parking via **Parking.com** or a customer-branded website that uses **Sphere** as the engine. Furthermore, **Sphere** enabled facilities can leverage any combination of LPR with gated or gateless modes, proximity card readers, or bar code readers. **Sphere** was developed using industry standard technologies and runs in the AWS cloud. **SP+** IT policies and procedures are based on NIST standards as a framework - specifics can be shared under an NDA.

Please see **Exhibit B** for more **information** about the **specific capabilities of Sphere** in relation to Smart Parking.

3. Operational Approach

a. Describe revenue/yield management capabilities. Respondents should detail experience and capabilities with real-time price changes across all sales channels to maximize revenue.

SP+ and our AeroParker division have a combined team of team of revenue/yield management professionals with deep revenue management experience from travel companies including United, Delta, Disney, Hotelbeds and Orbitz. Coupled with our ongoing revenue management practice for parking at LAX and CLT, the result is a deep-rooted knowledge of the air and hospitality industries and a holistic understanding of the traveling public.

Our approach is predicated on yield management best practice and an approach to dynamic pricing that is proven to maximize online conversion rate and optimize the average selling price, with every pricing decision considered according to several factors. They include but are not limited to the below:

- + The supply of spaces by parking lot such as capacity restrictions.
- + The overall demand for parking by arrival date and stay duration.
- + The customers' willingness to pay and how it changes depending on several factors.
- + Competitor analysis including analysis of existing drive-up customers who stay less than 1 day, off-airport operators, TNCs and other modes of transport.
- + The transfer from drive-up to pre-book for those customers who pay a premium to currently park for longer than 1 day and the overall impact on parking revenue.
- + Parking lot asset utilization by day of week, month, and season.
- + The cost and benefit of online booking acquisition in online channels.
- + Data collection and customer insights based on the information collected during the booking process.
- + Online marketing activity, specifically the associated ROI and the net impact on parking performance.

The online pricing structure can be configured in the AeroParker, taking into account product type, arrival day of week, length of stay, seasonality, capacity and occupancy. The agreed structures

and constraints of the dynamic pricing will be agreed ahead of time, then pricing will change automatically based on the parameters configured in the system.

This is supported by a focus on reporting and revenue forecasting that includes traditional airport, parking and e-commerce metrics for success, with performance against each metric being reported on as part of weekly and monthly performance reviews. Our revenue management team monitor performance via these tools and adapt and adjust the model as required to optimize product mix, overall occupancy and revenue. Any changes in the reservation system are propagated in real-time across all online sales channels.

Airport stakeholders are key to our approach, so we will work with the relevant departments at SAT and continually communicate everything we do on behalf of the airport as part of regular reporting and meetings. At other airports, this approach has resulted in revenue management decisions being joined up with all airport parking and wider airport decisions, resulting in a sound parking strategy and strong financial performance.

b. Provide proposed revisions to parking products, prices and frictionless service and how these changes will enhance the customer experience and increase the net contribution to the Aviation Department.

The current parking options provide good coverage of all budgets, but capacity is going to be a key issue going forward and we would caution the expansion of programs such as the Guaranteed Monthly Parking program. Instead, the reservation platform and associated loyalty program will provide an alternative service, while providing SAT with forward looking occupancy and their customer data.

		Current Pricing	From FY25	From FY28	From FY31
Economy	0-15 mins	0	0	0	0
	16 -60 mins	3	5	6	8
	1-2 Hours	5	12	12	16
	2-24 hours	8	12	18	24
	Daily	8	12	18	24
Long Term	0-15 mins	0	0	0	0
	16 -60 mins	3	6	7	8
	1-2 Hours	5	12	14	16
	2-3 Hours	7	18	21	24
	3-4 hours	9	24	28	32
	4-24 Hours	16	24	28	32
	Daily	16	24	28	32
Short Term	0-15 Mins	0	0	0	0
	16-30 Mins	3	8	9	10
	31-60 mins	5	8	9	10
	60-90 mins	7	16	18	20
	91-120 mins	9	16	18	20
	121-150 mins	11	24	27	30
	151-180 mins	13	24	27	30
	181-210 mins	15	32	36	40
	211-240 mins	17	32	36	40
	241-1 day	27	32	36	40
	Daily	27	32	36	40

The primary focus of our pricing and yield management plan is to drive the optimum occupancy at the highest price per day, therefore increasing gross revenue and transactions per enplaned passenger. Given the capacity constraints, we do expect there will be a requirement for drive-up price increases for the existing products. This will allow for greater flexibility in terms of the online price and allow us drive the online price up when demand surges, resulting in a higher overall selling price but also reduce congestion in the parking lots and on the roadway. The table on the left shows the drive-up rate increases to the existing products in FY25, FY28 and FY 31.

Furthermore, the introduction of the reservation system allows us to be more flexible with the product offerings and improves the passenger experience. Providing variable discounts based on arrival date, lead time, length of stay and day of week, creates a more accessible parking

service and allows you to optimize occupancy and revenue. With each of the drive-up rate

increase we would make reference to the availability of discounts online, the ability to guarantee a space and improved operations, products and services.

Daily Pricing	Current Pricing	From FY25	From FY28	From FY31
Economy	\$8	\$12	\$18	\$24
Long Term	\$16	\$24	\$28	\$32
Short Term	\$27	\$32	\$36	\$40

Average PB Rate	Current Pricing	From FY25	From FY28	From FY31
Economy	\$6	\$10	\$15	\$20
Long Term	\$11	\$18	\$24	\$28
Short Term	\$21	\$27	\$33	\$38

Discount %	Current Pricing	From FY25	From FY28	From FY31
Economy	-25%	-21%	-18%	-19%
Long Term	-30%	-24%	-14%	-14%
Short Term	-21%	-17%	-8%	-6%

The adjacent table provides a summary of the proposed pre-book pricing structure, with the discounts shown being the average of all reservations. We would recommend launching reservations with aggressive discounting as we look to promote the new service. As reservations become increasingly prevalent over subsequent years, we would look to reduce the average discounts.

These changes, including the drive-up rate increases, will have a significant effect on overall revenue with forecasts exceeding \$90 Million towards the end of the contract term. This is contingent on a variety of assumptions which will be reviewed both before the contract starts and continually throughout, but we believe it is achievable. Over the 10-year period we would forecast to deliver the below:

- + Increase annual gross revenue by **\$54m** in year 1 (\$94M vs. \$40M)
- + Increase gross revenue per enplaned passenger by **\$7.36** (\$15.43 vs. \$8.07)
- + Increase gross revenue per space by **\$4,445** (\$8,274 vs. \$3,829)
- + Increase total average occupancy by **12%** (81% vs. 69%)

Our proposed approach is based on our experience of the UK, European and US parking industry, as well as our understanding of the internal and external factors specific to SAT. We would recommend a phased approach with the introduction of the Online Booking System (OBS) and loyalty program as the top priority in year 1. The plan from year 2 onwards is based on the financial performance and customer insights in year 1 with a focus on improving revenue per space.

See below the year 1 projection broken down by exits, gross revenue and gross selling price (assuming launch of reservations in Jan 2024):

SUMMARY	FY24	FY24	FY24	FY24	FY24	FY24	FY24	FY24	FY24	FY24	FY24	FY24
	Mid-Peak-High	Mid-Peak-High	Peak	Off-Peak	Off-Peak	Mid-Peak-High	Peak	Peak	Peak	Peak	Peak	Mid-Peak
Period	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
O&D Pax	0.48m	0.47m	0.48m	0.39m	0.37m	0.43m	0.37m	0.42m	0.47m	0.48m	0.44m	0.43m
Revenue	\$3.75m	\$3.65m	\$3.85m	\$3.47m	\$3.16m	\$3.53m	\$3.40m	\$3.60m	\$3.62m	\$3.72m	\$3.61m	\$3.51m
Drive-Up	\$3.62m	\$3.52m	\$3.69m	\$3.31m	\$2.90m	\$3.10m	\$3.01m	\$3.16m	\$3.14m	\$3.20m	\$3.08m	\$3.03m
Pre-Book	\$0.12m	\$0.13m	\$0.16m	\$0.15m	\$0.27m	\$0.43m	\$0.38m	\$0.43m	\$0.48m	\$0.52m	\$0.53m	\$0.49m
Exits	98,967	98,504	89,272	70,020	65,295	83,261	67,965	72,858	74,643	77,016	75,060	81,769
Drive-Up	96,231	95,499	86,851	66,989	59,952	75,481	62,180	66,334	67,533	69,180	66,112	71,552
Pre-Book	2,736	3,005	2,421	3,031	5,344	7,780	5,786	6,524	7,110	7,836	8,949	10,216
Selling Price	\$37.84	\$37.08	\$43.17	\$49.50	\$48.43	\$42.38	\$49.99	\$49.35	\$48.45	\$48.32	\$48.11	\$42.98
Drive-Up	\$37.63	\$36.86	\$42.54	\$49.44	\$48.31	\$41.03	\$48.45	\$47.65	\$46.52	\$46.26	\$46.61	\$42.31
Pre-Book	\$45.38	\$44.25	\$65.78	\$50.94	\$49.72	\$55.42	\$66.46	\$66.54	\$66.84	\$66.45	\$59.17	\$47.69

At a high level, we plan to deliver the following in year 1:

- + **1.6% increase in the gross revenue per O&D PAX** – Generating an additional \$15M (vs FY22) in revenue with the launch of reservations and an increase in average selling price.
- + **6% increase in average occupancy** – With a higher proportion of longer stays and filling in the shoulder periods with flexible pricing and targeted promotions.
- + **12% increase in the gross selling price for all parking lots** – From the increased mix of stays for longer than 12 hours, leading to a higher average stay duration and gross selling price.

We will achieve the forecast by delivering the following:

- + Launching the AeroParker reservations system.
- + Growing the demand for parking for longer than 12 hours – As a result of online and offline marketing activity aimed at attracting new customers and converting existing to online reservations.
- + Converting up to 30% of customers from drive-up to pre-book – Resulting in greater customer data insights and the development of informed online pricing and distribution decisions.
- + Reducing the online rate versus drive-up by an average of 10% for stays between 12 hours and 4 days – This is aimed at business travellers, corporate bookings and leisure trips at the weekend in Short Term lot
- + Reduce the online rate versus drive-up by an average of 20% for stays longer than 4 days – We will prioritize sales in the Economy lots where the occupancy levels are lowest to avoid cannibalizing sales in the more expensive lots.

c. Describe Respondent's recommended changes to existing statutory pricing structure for parking.

The main changes to the pricing structure, other than the changes discussed in the previous section, will be the introduction of variable pre-book pricing.

In the US, the concept of aggressive dynamic pricing is relatively new, so a framework for the reservation discount versus drive-up should be agreed in advance. That means prices are only changed between an agreed range (i.e. between an agreed pre-book reduction versus the drive-up rate, and the drive-up rate).

The agreed threshold could vary by product, market, available capacity, and seasonality, as well as being changed over time to adapt to new challenges or market influences. Any proposed changes, the business reason, and supporting analysis would be discussed and agreed at regular meetings between the relevant teams. This approach has been implemented successfully at CLT and LAX, and allows for optimized rate setting based on the market demands.

At both LAX and CLT we have also made recommendations to change the pricing structure for stays less than 24 hours – reducing the grace period and increasing the frequency of price changes can be used to great effect to improve flows through the terminal and parking facilities. This reduces congestion and frees up more space for longer term parkers. We would suggest a review of the parking behavior for stays less than 24 hours in year 1, after which we can determine if changes to the hourly rates would be required.

d. Describe how Respondent will implement parking reservations and dynamic rate setting. What is the anticipated impact to revenues and net contribution to the Aviation Department?

The parking reservation system will be central to the yield management strategy. We would propose the following pricing initiatives at SAT using the AeroParker system:

- + Agree and set pricing for each product, stay duration and arrival date, with different tariffs for off-peak, mid-peak, peak and super-peak (e.g. Thanksgiving) arrival periods.
- + Configure occupancy thresholds to change price automatically based on occupancy levels, charging lower rates for customers who book early and automatically charging a higher rate when there are fewer spaces left to sell.
- + Inform customers how many spaces are left to sell in a lot or how many spaces are available at a lower price with real-time front-end messaging, creating the urgency to book and increasing online conversion.
- + Disallow the sale of Economy for shorter stays during the week, therefore increasing the price-entry point and increasing the ATV in markets where the customers' willingness to pay is highest.
- + Reduce the rate for longer stay durations, promoting such rates in online channels where SAT compete with lower priced alternatives, leading to increased sales, higher overall revenue, and market share gains.
- + Discount the price of the more premium lots to upgrade customers when the demand for such premium products is lower than the supply of spaces, increasing the average selling price and overall revenue.
- + Discount Valet for longer stays to secure a higher proportion of higher value bookings. The cost to move the vehicles is the same for 1- and 10-day stays, so increasing the selling price increases the profit.
- + Tactical use of promotional offers to be included across email marketing, loyalty and online remarketing, leading to incremental on-site parkers, improved online conversion and sales.
- + Exclusive, rates and bundled product availability on corporate white label booking sites offered as part of a corporate parking program.

The above recommendations are examples based on our research to date but before finalizing launch pricing we would review and agree the approach with the SAT stakeholders.

Our forecast assumes the application of these initiatives, and an immediate impact on revenue generation. Pre-book transactions are anticipated to grow to 10% of total parking transactions in year 1, generating in excess of \$4M in revenue. There is typically some cannibalization as drive-up customers convert to pre-book customers but the overall net effect on revenue is a positive one, with revenue forecast to increase by \$3M in year 1. As the adoption rate of the reservation system grows, and engagement is fostered through loyalty and targeted marketing, we expect average selling price, length of stay, and pre-book mix all to increase further.

e. Describe any new parking products or customer programs proposed by Respondent and anticipated impact to revenues and net contribution to the Aviation Department.

As space becomes limited, we would look to the existing infrastructure and how we can increase revenues from the same space. One way to do this is further segment the product groups. The below option we have explored and modeled within our forecast:

- ✦ Premium Reserve – a nested area within Short Term giving quicker access to the terminal

Premium spaces within short stay lots are implemented successfully at many airports. As well as allowing you to yield more from the space available, by making them reserve only, we create an additional level of exclusivity and drive more users to the reservation system, which in turn helps build out the customer database.

	Current Pricing	From FY25	From FY28	From FY31
Premium				
0-15 mins	0	0	0	0
16 -60 min	12	17	18	19
1-2 Hours	24	34	36	38
2-24 hours	37	42	46	50
Daily	37	42	46	50

See above for the proposed pricing of these products, and the net financial impact they are expected to have over the course of the 10 year period. For the purposes of the forecast it has been assumed the new products will be available from January 2025 onwards.

Period	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	Total
	DU Increase				DU Increase				DU Increase	
Revenue	\$204,910	\$1,439,386	\$1,909,737	\$2,631,454	\$3,081,919	\$3,578,919	\$3,664,054	\$4,035,721	\$4,117,106	\$24,663,207
Drive-Up	-	-	-	-	-	-	-	-	-	-
Pre-Book	\$204,910	\$1,439,386	\$1,909,737	\$2,631,454	\$3,081,919	\$3,578,919	\$3,664,054	\$4,035,721	\$4,117,106	\$24,663,207

f. Describe Respondent's overall plan to reduce costs, increase revenues and maximize SAT parking revenues.

For **SP+**, managing the budget is an evolving process where onsite and regional teams continuously seek new and innovative ways to operate more efficiently or inexpensively without sacrificing customer service levels. **SP+** will ensure that the budget created is fully aligned with the service and staffing levels and other operating costs that meet SAT's high standards.

Once the budget is finalized, we will ensure all necessary stakeholders, including our onsite senior leadership, the assistant managers and supervisory team thoroughly understand the minimum staffing and service levels. Having total buy-in and accountability is critical in the 24/7 environment that we operate in at SAT.

As payroll is by far the largest controllable expense of our budget, it is critical that this is managed properly and proactively. At SAT, the size of the workforce does not provide for a staffing plan that builds in tremendous "float" to cover multiple call-outs, vacations or leaves without affecting customer service or incurring high overtime costs.

To avoid costly overtime and to maintain service levels, we deploy several strategies, including:

1. Retraining Cashiers to be Ambassadors. A single Ambassador can cover multiple exit lanes at one time whereas a single cashier is bound to one lane only, an antiquated and inefficient use of the employee asset. Pushing the use of the technology currently in place at SAT, **SP+** feels we can easily reduce "cashier" hours by 80-120 per week for a savings

of approximately \$100,000-\$160,000 per year in payroll and payroll related expenses. These savings, and the associated employee base, would be reallocated to offset the cost of the BAGS RAC service so as to honor the employee retention program SAT has requested in the RFP, if implemented, as discussed in sections within Experience, Background & Qualifications. Should the BAGS RAC service not be implemented at this time, these cashier hours will be reallocated as Ambassadors and slowly reduced to right size the operation through attrition of the current staff.

2. Cross-train employees to perform multiple functions. As discussed in our Operational Approach, cross training is critical to our philosophy – cashiers, ambassadors or drivers may direct traffic, supervisors may cashier or drive a shuttle bus and managers may act as supervisors.
3. Strive to maintain a part-time or on-call list of employees who can fill in at last minute. (This includes tapping into our Commercial Division and their depth of a local, trained employee base)
4. Inasmuch as labor costs represent the majority of annual expenses in any airport parking operation, significant attention is given in the preparation of staffing schedules. Customer activity can fluctuate dramatically by day of week and time of year. As such, **SP+** continually tracks key data to align labor costs with changes in customer demand.
5. Over-hire for certain shifts or seasons. Based on our knowledge of an operation, we know there are days/shifts where we experience a larger percentage of call-offs (or vacations, leaves of absences, FMLA, etc.). If we have routinely experienced call-outs on a particular day or shift, we over staff that shift by the number of expected absences. If the call-outs do not occur, we simply send the extra staff home early saving the additional payroll expense.

Additionally, we will counsel and implement disciplinary policy to those employees who have attendance issues. Having unreliable staff adversely affects the whole team and creates an unpleasant work environment that **SP+** strives to avoid.

Controlling Major Costs

SP+ uses processes and systems that aid our local operations team and ensure that SAT receives the maximum benefit of our efforts. The fiduciary responsibility to our clients and protecting airport assets, both physical and financial is of the utmost importance to **SP+**. If favored with contract award, our team will review the budget by line item with SAT to ensure it is inclusive of only those expense items needed to operate the facilities in a first-class manner. Each month, the operating results for the location are reviewed with the Facility Manager, the Regional Vice President and our Airport Accounting group. Variances are analyzed and spending patterns altered if needed.

Accounts Payable

We review and approve each invoice prior to payment to verify the receipt of goods or services and the expenditure is within the approved budget. All checks are signed by a corporate officer, providing an additional measure of protection and review, but also serving an important function in keeping the officer informed as to the parking facility's ongoing financial performance. These procedures result in our constant monitoring of actual year-to-date expenses, allowing us to anticipate potential operating budget expense variances at the earliest practicable time.

Ongoing purchases of new equipment, supplies and services relating to the local operation of the parking facilities are accounted for in the annual "Operating Budget". If items or services needed

are not covered under the “Operating Budget” **SP+** submits a request to SAT. The Airport then sends their approval prior to the purchase, unless it is an emergency situation.

Jaggaer

SP+ uses an automated accounts payable process through the implementation of Jaggaer software application. With this system, we are able to further control operating expenses via detailed online review of invoices, confirmation of approvals by authorized personnel, and tracking of invoices and approvals throughout the system. Additional benefits of Jaggaer are as follows:

- + Automation and reduction of cycle time of approval workflow for payment and requisition requests.
- + Reduction of process cycle time by eliminating manual routing and mailing of payables forms/requests.
- + Enables users to locate and determine the status of their request (if request was received, approved, processed, paid, etc.).
- + Reduction of costs associated with processing purchase orders and invoices (postage, check printing, etc.).

Workforce Management via Kronos Automated Time and Attendance System

To ensure full integrity of our payroll system, **SP+** utilizes the Kronos biometric time and attendance system. This automated solution helps us manage labor costs by enforcing pay and work rules consistently and accurately. Further, labor intensive timecard tracking, data entry and the approval process are simplified. Management has multiple report options and is not burdened with laborious and manual administrative processes. This increases management productivity and allows our management team to spend more time monitoring the operation and assisting our team members.

Leveraging Non-Payroll Related Costs

The **SP+** Procurement Department utilizes our national buying power to ensure we receive the most favorable pricing available for equipment and supplies used in our airport operations. Savings are passed on to our clients under as reimbursed operating expenses.

Procurement and Procure-to-Pay

SP+ procurement group spends millions of dollars each year on facility-related goods and services, which offers unique opportunities to strategically leverage purchasing power on behalf of our clients.

The strategic dimensions of our procurement process includes center-led procurement (use of common procurement processes across all business segments); strategic sourcing (selecting and managing relationships with proven suppliers); and qualification/evaluation of suppliers (working with key suppliers holding Master Supply Agreements covering our most critical goods and services). Our strategic procurement policies and systems offer significant benefits to **SP+** clients:

- + Use of a fully integrated Procure-to-Pay (P2P) system reduces administrative costs and improves controls.
- + Enhanced budgetary capabilities provide better financial control of clients' expenditures.
- + Pooling and integration of the common requirements of various clients leverages our size and scale, allowing the delivery of best value for our clients.

- + Use of uniform specifications for common commodities purchased results in more uniform quality and consistency of materials, supplies and equipment.
- + Full vetting of suppliers ensures selection of quality products and service, prompt delivery and better service by suppliers.

The data generated from our systems provides valuable information to help mitigate client procurement risks.

SP+ has discussed our experience in multiple methodologies to maximize SAT parking revenues from Yield Management to Driving Optimum Occupancies to Dynamic Pricing. For more details, please refer to **Sections 3.a - 3.e**, above.

g. Describe Respondent's plan to perform parking ticket validations with a focus on streamlining the current process.

As there are various types of validation transactions, there are a number of ways in which to process these transactions from manual processed to fully automated, each dependent on the transaction type.

Manual Validations

Manual validations are generally processed by a cashier, in-lane for a variety of "customers" and usually do not involve a pre-planned event (an airport meeting for instance). These may include airports where ADA parkers are provided a discount in certain facilities, tow-truck operators removing disabled or abandoned vehicles, Airport police/fire/maintenance (where access cards are not provided), delivery vehicles or parking operator employees.

Manual validations may be partial (e.g., 2-hours off) or full value (free parking regardless of the length of stay) and are processed using a "validation" key, or keys, programmed into the fee computer. Individual validation keys are programmed for each type of validation offered, allowing the PARCS to track and report specific activity. Because manual validation transactions are processed entirely at-will by the cashier, care must be taken to ensure that no nefarious activity is occurring with the validation process. The location staff generates and reviews a PARCS Validation Activity Report as part of the daily audit process. This report is critical to the process as it gives management the visibility to see whether a specific cashier has validation usage that is out of character with the overall levels expected of the operation.

A logging mechanism will be implemented that each cashier will complete for every manually processed validation transaction. These transactions and logs will be audited 100% each day to ensure that all required supporting data is collected for each transaction. Below is a sample form in use at a current **SP+** operation.

ADA Validation	
Date	
HC Placard #	
Name Printed	
Name Signed	
Phone #	
Amount Validated	

Disabled Veteran License Plates

SP+ manages Disabled Veterans parking programs at a number of Texas airports including Austin-Bergstrom, El Paso, Houston George Bush and William P. Hobby airports and will work with SAT to review the current process and provide suggestions to help streamline that process. However, at an average of 2.5 minutes per Disabled Veteran transaction, the current validation process is very impressive. Only one other **SP+** client has a quicker processing time, but in order to achieve this, the decision was made to forego certain customer identity verifications that could lead to some revenue loss at SAT should someone other than the registered vehicle owner be driving the vehicle.

Veterans who have permanently affixed disabled veteran license plates on vehicles parked at the San Antonio International Airport are granted validated parking. Disabled veteran license plates issued by the State of Texas or any other U.S. state that indicate on the face of the license plate that the owner of the vehicle is a disabled veteran of the United States will be honored once the following conditions are met:

- + The vehicle that has permanently affixed license plate with approved DV or Texas issued specialty license plate
- + The customer provides a valid Driver's License or Military ID card
- + The customer provides a copy of the current vehicle registration renewal receipt
- + The customer provides a completed copy of the Parking Validation Form downloaded from the San Antonio International Airport website

Automated Validations

As **SP+** is unfamiliar with the current ticket validation process in place at SAT for other types of transactions, we would certainly recommend automating the entire validation process. While these transactions can still be processed by a cashier or ambassador, they can be processed at various pay-in-lane devices and are done so through a PARCS provided automation process. These validation systems are preferable as they limit the ability for ticket manipulation by a dishonest parking employee and they provide for the immediate processing of the transaction at exit and no inconvenience to the customer.

Chaser Tickets

A chaser ticket is a payment credential, produced by a PARCS that is used as a payment medium, much like a credit or debit card. Using a PARCS ticket encoder, the operator can generate chaser tickets in an almost unlimited number and value (\$2.00 off, 4 hours off, 24 hours off, 10%-100% of total parking fee), for a variety of reasons or events:

- + 4-hours off – for Airport Visitors
- + 24-hours off – for Airport staff away on short trips
- + 10%-20% off – for promotional events – generate LT or ST Garage usage during traditionally slower period

On an as-needed basis (chaser tickets are basically revenue and are never to be pre-generated) an **SP+** manager will generate the chaser tickets in preset bundles (100, 200, 500, etc.) and distribute amongst the various Airport departments as needed.

On the operator's side, the PARCS will track and report the number, value and system identity number of the **SP+** employee who generated the chaser ticket supply. The electronic record of all chaser tickets generated are audited to ensure that no tickets are generated that cannot be traced back to the specific Airport department that requested them.

On Airport's side, a log will also be provided with the chaser stock so all validations can be logged and tied back to a particular user. These processes allow for the documentation of all chaser tickets from the moment they are generated to the moment they are processed. A number of PARCS allow for the cancelling of these tickets should a supply of them go missing.

Stand-Alone Ticket Validators

The second methodology to process validated ticket is with a stand-alone ticket validator. These units can be integrated with the PARCS or they can be truly independent. To achieve the validation, the ticket is physically inserted into the mechanism and the rate code is changed to include the amount of validation for which the unit is programmed. The benefit of the ticket validator is that no additional ticket is needed for the guest to exit thereby enhancing the customer experience. One drawback is the limit to the number of validation rates (this depends on the PARCS manufacturer) that can be programmed into each unit should the units not be integrated with the PARCS.

For the unit to be integrated with the PARCS software system, it must be in close proximity to a PARCS workstation. Using a PARCS integrated system, the ability to offer multiple validation rates is possible. The system would then track who validated the ticket, the amount of the validation and the time and date of the validation.

If not integrated, the ticket validator can operate independently, however, only limited data is reported (the number of the unit that validated the ticket and the transactional information) and only if the validated ticket exits the facility. There is no record of who physically applied the validation on the ticket itself. For this system, **SP+** recommends the use of a log to track validation activity.

h. Describe Respondent's strategies to accommodate customer exiting traffic should any condition back up the exit plaza with more than 4-5 cars per lane. (Example would be a catastrophic equipment failure). Proposed solution must not compromise revenue collections nor proper cash control procedures.

Critical to instances of non-standard operations is a well-trained staff. **SP+** strongly supports the cross training of all line level employees so that in cases of traffic back-ups, PARCS failures or power outages, our teams are trained to properly do their jobs, as well as the jobs of their coworkers. Simply put, "Not my job" is trained out of our employees beginning day one. Cashiers or drivers may direct traffic, supervisors may cashier or drive a shuttle bus and managers may act as supervisors.

Our first approach to meet the optimal check out times as specified in the RFP is to ensure all equipment is operational. **SP+** will coordinate with Airport staff to ensure preventative maintenance is performed on a timely and routine basis by the PARCS vendor. Maintenance and cleaning of the equipment is performed during non-peak hours to achieve minimal operational disruption.

For instances where exiting queues are backed up due to simple “herding,” that is cars that simply follow the car in front of them, our philosophy of retraining the cashier to be a lane Ambassador really comes into play. Where a cashier simply sits in the booth, watches things happen, the Ambassador is already in the lanes, proactively interacting with the parking guest and directing traffic to those lanes with little or no activity to prevent lane back-ups from beginning in the first place.

We will also implement cross-utilization training so in the event additional cashiers are needed the resources are readily available. For example, a number of the valet staff and all supervisors will be trained to serve in a cashier role. While rarely deployed, this preparation provides us the confidence to know, even during heavy peak times or unplanned events, each guest transaction will be processed timely in accordance with the average check out time as referenced in the RFP.

System Failures

Power outages, credit card system failures or PARCS failures are all part of the parking world and **SP+** believes in being fully prepared to react to such an event. During a system failure, all employees, from management down, are engaged in getting the exit lanes cleared while protecting the Airport’s revenue stream.

During an event, the Manager on Duty (MOD) is responsible for dispatching all employees and directing the staff. If there is no manager on duty, the supervisor must contact the Facility Manager and keep him or her apprised of the situation. All personnel, including office and administrative staff, will be sent to provide assistance in the field and wear safety vests given their likely presence in or near traffic.

Handheld, cellular based, credit card readers (Ingenico Desk Move 5000 or similar) will be distributed to all lane personnel. In these situations, **SP+** encourages as many customers as possible to pay by credit card. Staff will be running manual operations from the booths and gate arms may have to be removed. To help calculate fees, **SP+** distributes rate sheets, denoting the various parking rate strata from the effected facilities, to all lane staff. As a vehicle approaches the booth, the attendant will:

1. Collect the ticket from guest and log the follow information:
 - a. Record the license plate number on ticket
 - b. Record the exit time on the ticket
 - c. Calculate the elapsed time the guest has parked
 - d. Using the rate sheet, calculate the fee amount and record on the ticket
2. Using the standalone credit card processor, charge the correct fee, provide a copy of the receipt to the guest and thank them for their patience
3. Release the vehicle
4. Keep our copy of the credit card receipt with the applicable ticket for audit purposes

For cash transactions, the supervisors will open the tills and the booth attendant will process transactions following the same steps as above, only accepting cash.

Whenever the PARCS provider resets the system server, there is always a possibility that the server may not restart correctly. For this reason, **SP+** *always* insists that any service requiring a reset of the PARCS server be coordinated through our operations team. Further, the server reset

will be performed on shifts with the lowest parking activity and least chance of resulting in any inconvenience to our guests or our Airport clients.

Throughout our operations, our experience has noted that the vast majority of our customers, regardless of the facility, are understanding of the challenges of modern technology. People tend to be forgiving of these types of events so long as we are transparent with them and show that we are actively engaged in assisting them and resolving the issue with the utmost professionalism.

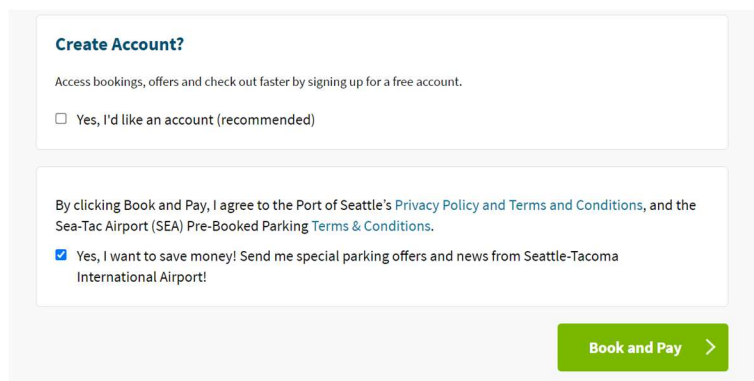
PCI Verification after System Failure / Server Reset

On a monthly basis, **SP+** staff verify that only the proper number of credit card digits are displayed on a parking receipt at every single revenue lane. This time-consuming task is critical for peace of mind and assurance that the system remains in PCI compliance. In the event, however, or a total system failure and/or server reset (as well as any time patches are applied by the PARCS vendor), **SP+** staff will perform this same task given the chance of an unintended programming event or application.

i. Describe the Respondent's Customer Relationship Management (CRM) system, including experience with integrating different platforms, should the City acquire a CRM system in the near future.

Building a large database of customer email addresses is key to engaging with the customer and leveraging email for future parking outreach and targeting.

The online reservation system offers a perfect platform to encourage sign ups to email. AeroParker includes an opt-in checkbox on the final step of the reservation journey, with messaging content managed in the administration application. The opt-in checkbox can be default checked or not depending on the airport's preference. Opt-ins are recorded in AeroParker reports as well as being passed through to the third-party CRM systems automatically via the integration.



AeroParker has existing integrations with Mailchimp, Salesforce, Campaign Monitor, Opt-In Monster and Drip, and can be integrated with any chosen CRM system with the required APIs. Mailchimp is the recommended system due to its relatively low cost, rich feature set and flexibility of the API which allows more data to be passed through such as revenue, product, account sign ups, and loyalty points.

At Sea-Tac, AeroParker connected MailChimp to the POS instance of the AeroParker solution as an online store using the custom API. Other airports using the same integration include LAX, IAD,

DCA, ORF and CLT. The custom API allows us to send through all customers who have opted-in to receive marketing as well as all their purchases on the AeroParker system to a specially designed “Audience” within MailChimp. Further customization was built to allow deeper segmentation based on specific e-commerce data AeroParker sends to MailChimp; the linking of AeroParker to MailChimp via the E-Commerce API allows Port of Seattle to create segments using the following criteria:

1. All customers that have opted-in to email marketing via AeroParker
2. Reaches a total to-date spend of \$XXX on pre-booked parking.
3. Has spent more than \$XXX on parking reservations.
4. Reaches a total to-date spend of \$XXX on ancillary product X.
5. Has spent more than \$XXX on ancillary product X.
6. Between MMDD and MMDD has never purchased ancillary product X.
7. Customer first/last name, email address, address line 1 & 2, city, state, and zip code.
8. Reservations completed with mailing addresses that are in a particular State / city / zip code
9. Reservations completed with mailing addresses that list any state other than Washington.
10. Has completed a transaction.
11. Is subscribed to receive email marketing.
12. Has an account in AeroParker.
13. Has a loyalty account in AeroParker. E.g. at x points to trigger an email to book

These criteria can be combined so, for example, a segment could be created as “Has spent more than \$300 on parking reservations” and “Reservations completed with mailing addresses that are in TX”.

In addition, the integration supports the below features:

- + Survey email sent on return
- + Thank you to first-time customers
- + Win back lapsed customers
- + Reward your best customers
- + Retarget site visitors
- + Abandoned cart emails

At the Houston Airports (IAH and HOU), as well as Aberdeen International Airport and Glasgow International Airport, AeroParker integrates with Salesforce, sending reservation information in real-time. Further work was completed to also send additional passenger data to provide a single passenger view and increasing the airports’ ability to deliver a multi-platform, seamless passenger experience.

Airports should consistently and strategically reach out to its parking email database, which will grow over time with any marketing activity. At a high level we recommend the following:

- + Incentivize sign-up at multiple stages of the booking journey.
- + Incentivize sign-up on the SAT website, including new pages on the website.
- + Weekly email sends to regular bookers on the database with a follow up email as a reminder.
- + Bi-weekly email sends to less regular bookers on the database with a follow up as a reminder.
- + Segmentation of the database to identify regular and less regular bookers.
- + The availability of exclusive discounts and products.

Those customers in the parking database have volunteered to receive information about an airport parking offering, so email marketing can be a powerful driver of site visits, reservations, referrals and repeat customers if the Airport uses the invitation to their inbox wisely.

- j. Identify costs associated with proposed hardware and software upgrades for each year of the initial contract period (Years 1-10). Software must stay within two major releases of the current release. No component of the respondent's solution will be allowed to enter an end-of-life condition during the contract term.**

SP+ has worked with dozens of airport clients to procure new Parking Access and Revenue Control Systems through our in-house "Technology Implementation Group" (TIG). The advantages of using **SP+** include substantial cost savings on the purchase of equipment (through our national discounts with all major equipment vendors) combined with our extensive knowledge of available systems and cutting-edge technologies. This specialized focus has been instrumental in allowing us to effectively integrate appropriate cost saving technology into our client airports and to improve the customer experience through implementing and promoting expanded ingress and egress options at airports of all sizes. **SP+** provides the capabilities and resources to procure a PARCS System and handling all phases of project management from developing specifications to issuing an RFP to drafting the vendor agreement to overseeing installation through final testing and acceptance.

Further, **SP+** has been the leader in developing PARCS support between our operations and airports throughout the U.S. to discuss ongoing issues or advancements in specific PARCS providers, creating a united front of end-users and airport clientele to address PARCS vendors and apply pressure to resolve issues, both hardware and software related, common to multiple installations. With assistance from staff in our TIG group, **SP+** will provide technical support and project management to SAT throughout the term of the contract.

Our Parking Optimization Plan for the San Antonio International Airport includes **SP+'s** proposal for a full replacement of the antiquated existing PARCS with a state-of-the-art SKIDATA system, quoted at \$1,696,414. **SP+** has a long, productive history with SKIDATA, currently using their equipment and software at the Hollywood Burbank, San Jose Mineta, Fresno Yosemite, Austin-Bergstrom and Louis Armstrong New Orleans International Airports, just to name a few. In fact, **SP+'s** TIG led the installation of those systems at Fresno Yosemite and Louis Armstrong New Orleans International Airports.

The new system will include equipment necessary to upgrade all PARCS including:

- + 40 Lanes with 18 Entries and 22 Exits
- + 7 Manual Pay Stations
- + Inex License Plate Recognition System
- + SKIDATA Software Solutions Subscription (SaaS)
- + 12-Month Warranty

The nearly \$1.7M cost of the replacement system will be financed through one of **SP+**'s banking resources and any costs will be considered reimbursable over a 84 month period, after which normal system repair and maintenance (R&M) costs, based on the life cycle of the equipment, have been budgeted. Going forward through the life cycle of the system, **SP+** will work with SAT to determine future PARCS upgrades/replacements as technologies evolve. For a full breakdown of the system price, including individual component pricing, please see the **SKIDATA Equipment Spec Sheets** in **Exhibit C** and **Pricing** in **Exhibit D**.

In addition to the full PARCS replacement, **SP+** has also provided pricing for SKIDATA's Premium Plus PARCS maintenance agreement at an annual cost of \$89,928 per contract year*. This 4-year Service Agreement will become effective after the expiration of the 12-month warranty. The Agreement will include quarterly general preventative maintenance of the hardware as well as regular software maintenance.

To keep the system performing at peak levels, **SP+** also proposes the following Service Options to ensure software updates, in a virus free and PCI compliant state.

- + Spare Parts.Care (extended warranty on equipment, including parts and labor) – \$23,511 per year for contract length*
- + Protect.Care (anti-virus) – \$910 per year for contract length*
- + Upgrade.Care (SKIDATA software annual upgrades) (Included with SaaS) – \$21,459 per year for contract length*
- + PCI Support.Care (Included with SaaS) – \$11,755 per year for contract length*

** The SKIDATA maintenance contract length is four years*

To review the **Service Agreement** in detail, please see **Exhibit E**.

For the purposes of our 10-year Pro-Forma, **SP+** assumes the cost of this maintenance agreement will be effective in Year Two. During both warranty and extended warranty years, our budget includes consideration for non-covered items (thermal printer heads, sheer bolts, barrier arms, backup batteries for UPS's) as well as consumables (tickets and receipt paper).

Prior to the expiration of this Service Agreement, our TIG group will work with both the Airport and SKIDATA for updated costs on the continued repairs, maintenance and upgrades to the system. For purposes on the 10-year pro forma, we made some advanced assumptions on what those costs may be.

k. Identify additional proposed capital expenditures for each year of the initial contract period (Years 1-10).

As discussed throughout our proposal response, **SP+** will invest the requisite funding (estimated in the millions of dollars) in capital expenditures (CapEx) as part of our Parking Optimization Plan. While some of these expenditures are minor in nature and thus included in a single year's budget, others are major expenses that are depreciated over the course of several years. Our financial submission, RFP Attachment B, includes detailed budget notes that drill down into each expense category by type. Our CapEx plan includes:

Replacement Parking Access & Revenue Control System (PARCS)

As discussed in Section B – Schedule and 3.j above, **SP+** proposes to replace the current HUB system with a state of the art SKIDATA PARCS at cost of \$1,696,414. Cost of the new PARCS is included in our financial proposal starting in Year 1 and has been financed over an 84-month period so as to maximize the Airport's ROI. . For a component list and individual pricing, please see **Exhibit D**.

Replacement Shuttle Fleet

To support the City of San Antonio's preference to replace gas or diesel powered vehicles with Electric Options, as set out in Administrative Directive 9.3 "Sustainable Fleet Acquisition and Management Plan," **SP+** proposes a ZEVXTM modified, Ford-F450 chassis electric powered shuttle bus to replace the current gas-powered fleet. Please see Section 4, Attachment A – Part 2, paragraph b. Shuttle Bus Services. Based on the remaining life of the current shuttle fleet, we propose a modified shuttle replacement schedule. This will allow a phased-in approach of Zero Emission Vehicles (ZEV) while ensuring the efficient use of the City's assets through the remaining life of the current fleet. The current cost of each new shuttle is approximately \$268,365, including designer wrapping and ancillary equipment. The phased approach includes ordering three ZEV Shuttles in Year 1. However, due to the manufacturing time required for this type of vehicle, the shuttles will arrive and the roughly \$188,000 annual expense, will occur beginning in Year 2.

The next two phases will occur similarly: three additional ZEV Shuttles ordered in Year 2, with the expense beginning in Year 3 and the final three ZEV Shuttles ordered in Year 3 with the expense beginning in Year 4. The shuttle fleet will be bank financed and any costs are treated as reimbursable and included in the 10-year pro-forma.

As part of this phasing, **SP+** will have installed two 150kW DCFC charging stations for a cost of \$129,000, expensed in Year 1 and \$11,998 for extended warranties on the units in Years 3-5. A third and fourth charging station will be installed in Years 2 and 3, with an extended warranty of \$5,999 expensed in years 4-6 and 3-7 respectively. This will provide four chargers for the fleet of nine shuttles.

While installation costs can vary significantly based on locations and the availability of utilities to the installation sites, we have budgeted a cost of \$5,000 per unit installation charge. Once a full site survey is completed, this cost may increase or decrease.

For purposes of our 10-year budget, we have included the expense to replace the shuttle fleet in the later years of the contract. However, conditional on the service life of the

shuttles at that time, **SP+** and SAT will confer as to whether we will follow our proposal to repeat the phased approach in Contract Years 7, 8 and 9, respectively.

Our recommended Time Table for the initial and replacement cycle for the shuttle fleet is as follows:

SAN ANTONIO (SAT) SHUTTLE VEHICLES and FLEET PLAN							
Vehicle Number	Current Meter	Estimated Value	VIN#	Description	Fuel	First Replacement	Second Replacement
194915	114,427 miles	\$36,000	1FDFE4FS9FDA21972	2015 El Dorado Aero Tech E450	Gas	CY2	CY7
195015	126,169 miles	\$36,000	1FDFE4FS0FDA21973	2015 El Dorado Aero Tech E450	Gas	CY2	CY7
195115	120,172 miles	\$36,000	1FDFE4FS2FDA21974	2015 El Dorado Aero Tech E450	Gas	CY2	CY7
172216	114,201 miles	\$36,000	1FDFE4FS1GDC34397	2016 El Dorado Aero Tech E450	Gas	CY3	CY8
197616	107,305 miles	\$36,000	1FDFE4FS8GDC10968	2016 El Dorado Aero Tech E450	Gas	CY3	CY8
199516	102,051 miles	\$36,000	1FDFE4FSXGDC34396	2016 El Dorado Aero Tech E450	Gas	CY3	CY8
176017	85,631 miles	\$36,000	1FDFE4FS3HDC67015	2017 El Dorado Aero Tech E450	Gas	CY4	CY9
176817	83,402 miles	\$36,000	1FDFE4FS5HDC67016	2017 El Dorado Aero Tech E450	Gas	CY4	CY9
190816	83,259 miles	\$36,000	1FDFE4FS6GDC10967	2016 El Dorado Aero Tech E450	Gas	CY4	CY9

Electric Vehicle Chargers

Considering the overall size of the SAT Parking campus, the lack of EV chargers in either the Economy Green or Red lots, the tremendous growth in popularity of electric vehicles and the City's desire to enhance all "green initiatives," **SP+** recommends the expansion the EV network by 40 electric vehicle charging stations, effective Year 1 and adding an additional 20 stations per year to achieve a maximum of 200 units.

Because **SP+** has national procurement agreements with multiple EV charging station providers, we can easily secure and compare pricing from multiple vendors. Due to the material difference in cost of SAT's current EV charging product, **SP+** is recommending the EVPassport solution at a savings of approximately 36%. Over the term of the contract, these savings will have a significant positive effect on the net operating income (NOI) of SAT.

EVPassport boasts the nation's most reliable EV charging network with an audited and constantly monitored uptime of 99.97%. Chargers receive updates wirelessly so they constantly run the latest updated software versions. Additionally, should the Airport wish to adopt a pay for use program for EV charging in the future, EVPassport's unique API's allows for integration with the PARCS system. Powered by humans 24/7, drivers can send a SMS message or speak with a person providing an enhanced customer experience. Their US based help desk answers calls in less than 10 seconds.

SP+ has a long working relationship with SAT's current EV charging vendor, should the Airport wish to expand the EV Charging network without changing providers.

Our operating budget includes roughly \$80,300 in Year 1 expense for the installation of 34 units in the garages, four units in the Green Lot and two units in the Red Lot. Additional units installed in the garages are projected through Year 8.

Service Vehicles

SP+ has budgeted for the replacement of both service vehicles and all five carts, also through a phased approach, over the term of the Agreement. Beginning Year 2 and depreciated through Year 6, we have included approximately \$24,800 per year for the replacement of one service vehicle and three of the five golf carts. Beginning Year 4, an additional \$21,200 is budgeted to replace the remaining service vehicle and two remaining golf carts. Considering the historically low annual service miles, the need to replace these vehicles again during the term of the agreement is not anticipated.

All replacement service vehicles and golf carts will be electric or electric-hybrid powered.

Sphere™ Valet

In addition to the above-mentioned PARCS upgrade, **SP+** proposes the replacement of the current TEZ valet system with Sphere™ Valet.

Sphere Valet Services is a cloud-based system that allows more control and better monitoring of the valet operations. Guests and visitors benefit from offering payment or schedule retrieval options via QR codes and text requests.

It is easy to set up and deploy since it resides on the cloud. It provides operational dashboards that show, among other service metrics, "Retrieval Times," "Pending Pickups," "Garage Availability," "Associates Working," "Vehicles Expected to Return," etc. All this operational information is shown in real-time.

Financial Dashboards and email alerts are available for managers to view real-time performance, the number of cars serviced, employees approaching overtime, and any suspicious activity such as complementary cars or tickets out of sequence.

Sphere Valet runs on any platform (MS Windows, iOS, Linux, etc.). SAT and its customers will benefit from faster and more accurate retrieval times, online payments, and additional services such as scheduled pick-ups and online validations.

Face Recognition is a vital part of this technology. Our unique face recognition clock in/out feature allows us to monitor the presence of our staff. Managers can verify that team members are clocking in for themselves by using the pictures they take to clock into the Kronos system. Eliminating "buddy punching" with this tool reduces costs associated with overtime or abuse. All punches and tips are transmitted daily, and managers receive weekly emails regarding associates approaching overtime to reduce costly overtime.

Hardware and installation costs for the Sphere Valet System are approximately \$7,000, Year 1 and there is a \$350 monthly fee to cover the costs of maintenance, support, updates and upgrades.

Valet Enhancements

SP+ and Jacobsen|Daniels is proposing approximately \$55,000 for enhancements to the aesthetics of the Fly Away Valet Plaza, customer experience and flow of the operation. Please see **Exhibit F** for a rendering of what we envision. Aesthetic and customer experience items scheduled for upgrades or improvements include:

- | | |
|--------------------------------|--------------------------------------|
| + Podium | + Benches and planters |
| + Flooring | + Decorative bollards |
| + Lighting | + Customer amenities – bottled water |
| + Signage – dynamic and static | + Cooling fans or radiant heaters |

Items included that we believe will improve the overall operational flow of the valet include:

- + Pavement striping and traffic delineators
- + Jersey barriers and access control for valet storage
- + Updated security camera coverage
- + Relocation of the L1 valet booth to L0 to support operations and employees
- + Car care equipment – vacuums, waterless car cleaning equipment, etc.

I. Describe any proposed financial incentives based upon increased parking revenues and/or increased net financial contribution to the Aviation Department.

Our approach is predicated on maximizing the revenue per space by increasing the overall Average Ticket Value (ATV). This is largely driven through the promotion and adoption of online reservations and longer stays. A key part of our pricing and yield management is to identify the optimal product mix per arrival date and stay duration, and based on our previous experience, incentives focused on particular products or lengths of stay create conflicts and would not be appropriate. Our annual budget includes a fixed management fee for AeroParker to develop, implement and manage a robust and ongoing Commercial Revenue Management Program as our current clients have shown a preference to a known, forecastable expenditure. However, we also propose a bonus incentive program based on the overall growth of the commercial management program and impact to parking revenue.

A \$1.99 per transaction fee (the “Fee”) will be assessed for all reservations processed through the AeroParker platform. The Fee can be passed on to the consumer as a convenience fee or otherwise subsidized by the Airport (our pro forma assumes the consumer will pay). The Fee covers all subscription and support costs associated with the reservation system implementation. It also provides SAT with access to all features and functionality available while providing a shared incentive to grow the reservation program.

We believe strongly that reservations will be critical to meet the overall objectives but it is not the whole picture; growing reservations at the cost of drive-up transactions would not make the program a success if overall parking revenue does not improve. Therefore, we propose an incentive bonus of 15% of the net parking revenue achieved exceeding the annual financial budget agreed to with the airport. This ensures focus on the big picture and helps align our goals to not only meet, but exceed, the airport targets.

The proposed incentive plan is simple to understand and designed to incentivize our team to grow engagement with the online reservation system, build loyalty and your financial performance overall.

If, however, SAT would prefer to explore a consolidated and fully commission based program for AeroParker (commercial management plus reservation fees), we would be open to discuss. **SP+** has implemented similar programs at other airports, where commercial management compensation is wholly aligned with growth. As an example, if a new reservation exceeds certain prescribed parameters (e.g., a new reservation exceeds the average ticket value and length of stay compared to baseline year prior to takeover), then AeroParker would be entitled to a percent (e.g.10%) of the total transaction value. Otherwise, if these parameters are not met, then AeroParker would only receive the \$1.99 transaction fee. The program would be designed to compensate AeroParker for its true revenue “lift” and adjust for growth through enplanements or parking rate increases that occur organically.

m. Describe Respondent’s interest in applying proposed operational and management concepts to other City parking facilities identified in the Scope of Services. Describe any anticipated synergies or concerns with the addition of parking facilities managed outside the Aviation Department.

In addition to bringing industry-leading technologies and solutions to enhance the City of San Antonio’s guest experience and profitability at San Antonio International Airport, **SP+** is also best prepared with the proven experience and toolbox the manage the City’s following public parking facilities currently managed by City Center Development Office (CCDO):

Parking Garages

Houston Street Garage	111 College Street	900 spaces
St. Mary’s Garage	205 E. Travis Street	704 spaces
Central Library Garage	600 Soledad	428 spaces
Convention Center Garage	415 Bowie Street	465 spaces
City Tower Garage	117 W. Commerce	700 Spaces
		3,197 spaces

Staffed Surface Lots

Martinez Parking Lot	598 E. Cesar Chavez Blvd.	44 spaces
South Alamo Lot	418 S. Alamo	61 spaces
		105 spaces

Metered Surface Lots

Houston/Nolan Lot	1001 E. Houston	156 spaces
Market Square Lot	612 W. Commerce	177 spaces
Municipal Court Lot	401 S. Frio	155 spaces
IH35 Lots	650 W. Houston	429 spaces
IH37 Lots	427 9 th Street	172 spaces’
		1,089 spaces

Total 4,391 spaces

In addition to the Aviation Department Scope of Services outlined above, **SP+** is greatly interested to expand the scope to include the above CCDO managed locations through a separate contractual agreement. Following is why we believe **SP+** is best positioned to assist the CCDO with the privatization and ongoing management of the municipal parking facilities.

SP+ Municipal Services Division

Given the distance from the Airport to the public parking facilities, plus the real operational differences in user profile and expectations, peak demand and other technological and important factors, we believe management of the public parking facilities should be performed through our **SP+ Municipal Services Division**.



Working closely with municipalities through the parking privatization process, **SP+** helps cities achieve their parking objectives without straining public resources or sacrificing customer service. With the most experienced team of municipal parking experts in the country, we handle everything from parking facility planning to turn-key municipal parking operations. We specialize in providing a comprehensive set of on-site municipal parking management services that include staffing and training, revenue management, technology integration, and marketing programs – each of which are accompanied by stringent accounting and revenue control practices and procedures.

Working as operational guidance consultants, our team of experts can provide parking layout recommendations that minimize traffic, reduce carbon emissions, and utilize energy-efficient technologies. For existing facilities, we can design and install graphics, lighting, and signage, and assist with the procurement of automated traffic and revenue control equipment. We can also provide financing for City equipment purchases.

The City of San Antonio and the on-site parking operation team will receive the full support of **SP+ Municipal Services**. Going beyond daily operational support, the City can expect the highest level of responsiveness, guidance and backing from the industry's most experienced and well-versed team of dedicated on-street parking professionals.

A partnership with **SP+** means linking the City's parking operation to our 50+ municipal parking operations across 34 states. No other provider has a municipal parking specific team working across regions to:

- + Stay at the forefront of implementing new technology
- + Ensure best practices and policies are in place location to location
- + Share knowledge while developing future municipal parking leaders
- + Provide experience and guidance on new initiatives and projects
- + Maintain accountability through teamwork

Simply put, no other parking management company can provide a resource with more project management experience, operational capability, accountability, and progressive thinking in on-street parking management than **SP+ Municipal Services**. In their tenure as parking professionals, members of **SP+ Municipal Services** have worked with the following municipalities to develop, operate, and guide their parking programs:



SP+ Municipal Services Government Agencies Clients

SP+ manages municipal parking (on-street and off-street) programs driven by both industry leading customer service and data driven operations to ensure the efficient administration of meter intelligence management, enforcement operations, proven reliability in our maintenance services as well as strategic specialized stakeholder engagement and public relations programs throughout the United States and Canada. *We see beyond the traditional 'on street' methodologies and focus on the dynamic interactions of mobility within programs we are partnered with.* A major focus of our company is the provision of parking management services to municipalities, institutions, and governmental agencies, making **SP+** the most experienced municipal parking innovators in the country. We have a dedicated Municipal On-Street Team with the sole focus of leading the country for innovation and operational excellence in municipal on street parking operations.

List of Current SP+ Municipal Service Clients

- | | |
|-----------------------------------|---|
| ✦ City of Anaheim, CA | ✦ City of Annapolis, MD |
| ✦ City of Fullerton, CA | ✦ Howard County, MD |
| ✦ City of Glendale, CA | ✦ Parking Authority of Baltimore City, MD |
| ✦ City of Los Angeles, CA (LADOT) | ✦ City of Attleboro, MA |
| ✦ City of Oakland, CA | ✦ City of Chelsea, MA |
| ✦ City of San Jose, CA | ✦ City of Birmingham, MI |
| ✦ City of San Mateo, CA | ✦ City of Rochester, MN NEW |
| ✦ City of Santa Monica, CA | ✦ City of Jackson, MS |
| ✦ City of Vallejo, CA | ✦ City of Great Falls, MT |
| ✦ LA Metro – Los Angeles, CA | ✦ NJ Transit Authority, NJ |
| ✦ VTA – Santa Clara, CA | ✦ City of Charlotte, NC NEW |
| ✦ City & County of Denver, CO | ✦ City of Beaverton, OR NEW |
| ✦ City of Daytona Beach, FL | ✦ City of Portland, OR |

- | | |
|---|--|
| + City of Jacksonville Beach, FL | + City of Harrisburg, PA |
| + City of Saint Petersburg, FL | + City of Beaufort, SC |
| + City of Tampa, FL | + City of Nashville, TN |
| + Broward County, FL | + City of Dallas, TX |
| + Miami Parking Authority – Miami, FL | + City of Fort Worth, TX |
| + Port Everglades – Fort Lauderdale, FL | + City of Richmond, VA |
| + City of Atlanta, GA | + City of Roanoke, VA NEW |
| + City of Decatur, GA | + City of Seattle, WA |
| + Chicago Park District – Chicago, IL | + Strathcona County, Alberta, Canada |
| + Chicago Transit Authority – Chicago, IL | + Toronto Waterfront Revitalization Corporation, Toronto, Canada |
| + City of Gretna, LA | |
| + City of New Orleans, LA | |

We also have proven experience marketing and branding public parking programs and facilitating successful stakeholder engagement programs. In addition, we have extensive experience implementing and managing various types of parking access and revenue control systems, including hardware, software, and proprietary technology applications for multiple municipal and institutional agencies and private sector clients.

SP+ team members across the country issue citations, operate booting and towing programs as well as accept office and mail collections and remittances. We also in some operations are the first level adjudicators for citations which are appealed.

SP+'s Technology Experience and Working Partnerships

Access to Right Fit Technology Solutions

Across our significant, national municipal management footprint, **SP+ Municipal Services** has successfully partnered with and utilized every leading parking payment technology provider on the market, including all enforcement technologies available. For any current or future technology chosen to be deployed in the City of San Antonio, we have the in-house expertise to assist with procurement, integration implementation, training, site-specific reporting, and successful utilization within the operations. The following are a few of the many technology partners we are currently working with in other markets:



What Our Clients Say

In our 50+ municipal parking operations across the nation, we work with great clients and feel what they have to say about us is a true testament to the services we provide. We strive to be more than just a service vendor to the communities we serve and are truly fortunate to have formed excellent partnerships with many of our clients.

Here is what they are saying about us:

“**SP+** has gone above and beyond our expectations by providing industry leading service. A true partner, **SP+** recognizes the City’s vision of building an industry leading parking program and is providing the dedicated resources needed to meet our goals and objectives, always with our customers and stakeholders in mind.”

— **Calvin Watts, City of Atlanta, GA - Department of Transportation**



“**SP+** has been an invaluable partner in the City of Dallas’ on-street parking operation. Other than being a sound parking operator, they have been proactive consultants, offering their best practices, change management strategies, and technology recommendations to optimize Dallas’ municipal parking program.”

— **Towfiq Khan, City of Dallas, TX - Department of Transportation**



“LA Metro transit parking program consists of over 80 locations spread out in 1,400 square miles. Innovation and efficiency are keys to success. LA Metro is proud to partner with **SP+** to develop a competent enforcement system with functional technology. The innovative solutions that our enforcement system adopted are cutting edge, but not bleeding edge, which made it functional. Parking enforcement productivity increased by 1,000%, yes, 10 times, prior to the implementation!”

— **Frank Ching, LA Metro**



Operational Synergies

As referenced above, we believe the municipal facilities have unique operational needs and the distance between the Airport and the parking facilities makes shared management and oversight very difficult. Our proposed staffing plan for the Airport is efficient and lean, so having a supervisor or manager vacate his or her role at the Airport to provide oversight to a public lot hinders the Airport operation.

However, there are still real benefits to the City of San Antonio through a single operator managing both facilities, including:

Hourly Staff – The ability to share hourly staff to assist with labor needs or special events, particularly at the public lots, is a true asset. We typically manage airports and commercial facilities with a healthy mix of full- and part-time employees, so sharing of employees without the high cost of overtime is the goal. In the worst case, the expanded pool of labor resources can help fill urgent or high priority vacancies, even if overtime must be relied upon.

Training – As we have shown throughout this proposal, **SP+** invests heavily to ensure our workforce is equipped with the necessary tools, resources and training to provide a first-class operation. Consistency is key for a parking system brand, so a customer that parks at the downtown St. Mary's Garage should receive the same, courteous and efficient experience at the Airport. All **SP+** employees (Airport and Municipal facilities), regardless if employed by a subcontractor, will undergo the same customer service training, which helps to permeate the same service expectations and accountability throughout the operations.

Employee Career Paths – Being an employer of choice, particularly in this post-pandemic work with rising salaries and fewer employees in the collective labor pool, is challenging to say the least. With more San Antonio operations under our management, our associates can capitalize on the more promotional opportunities that come with an expanded portfolio.

Bulk Purchasing Power – The **SP+** Procurement team actively uses our purchasing power to negotiate favored pricing terms with national and local vendors as we strive to provide our clients with the best product/service at the lowest, reasonable cost. Being able to combine certain budget items from the Airport and Municipal operations, such as uniforms, lighting, or cleaning supplies allows us to seek better pricing for the City of San Antonio.

One-Stop Solution Provider – Our unparalleled experience in airport and municipal parking facility management means the City of San Antonio will have access to subject matter experts and deepest toolbox of resources in the industry from a single source provider. This should result in improved understanding of industry trends and best practices that could generate new efficiencies, reduced operating costs or an enhanced guest experience. Please see below for a few examples of value-add services or recommendations.

SP+ Commercial Division Oversight

SP+ has an extensive base of operations and field office in San Antonio, allowing for quick and easy oversight and management of the City's municipal operations. Examples of our footprint include the La Cantera Resort, Market Street Garage, Riverbend Garage, and multiple large and small surface lots near popular destinations (e.g., Main Street Lot near the Alamo). As we already have field and management personnel, we should be able to capitalize on the financial and operational synergies from our existing operations to include the City operations. For example, we do not need two supervisors to patrol and enforce downtown surface lots in close proximity to one another. As at the airport, **SP+** commits to redeploying any city employee affected by technology or the result of privatization of the City's public parking facilities.

A Partnership Approach

SP+ seeks to be more than a parking management services provider, we want to be your partner. We believe our experience and expertise set us apart from all other operators as our mission is to not be seen as traditional "Operators" but that of Innovators and a key resource for the ongoing management of your mobility plans. The **SP+** team works to keep our clients informed of best practices, new innovations, and problem solving happening around the country. Public parking programs are becoming more and more sophisticated, which is why it is important for **SP+** to share solutions that may be a fit for the municipality. As parking management plays a role in broader municipal transportation initiatives, our team of municipal experts are available to provide insight on traffic and curb space management in a way that will provide value above and beyond the daily management of the parking program. A partnership with **SP+** guarantees transparency, accountability, and commitment to serve.

SP+ Municipal Services Guided Operations Program – SP+ Expertise Value Add

As you are aware, the pace of parking technology is moving fast. At the same time, our customers are growing much more sophisticated on the mobility and accessibility requirements they are expecting from a municipality's public parking program. Based on the on and off-street projects you have on the horizon, the City of San Antonio will have direct access to **SP+'s** team of municipal experts as part of our Guided Operations Program. Consider it an extra set of hands to assist with project management or a collaborative resource on your leadership team. We draw upon our years of successful municipal parking operations management and our broad connectivity to parking programs across the nation to share cutting-edge solutions and current best practices.

The following is a list of areas where the **SP+ Municipal Services** Team can focus to review, recommend, or assist in establishing and implementing initiatives:

Guided Operations Program – Potential Focus Areas

- + Program space and hardware inventory assessment
- + Baseline SWAT analysis
- + Staffing approach (administrative, collections, maintenance and enforcement)
- + Enforcement platform
- + Enforcement routing
- + Right fit technology recommendation
- + API integration management
- + Text to Pay approach
- + Program change implementation (converting to pay by plate, Text to Park, deploying multi app, asset reduction)
- + Stakeholder engagement
- + CapEx and budget planning assistance
- + ePermitting (residential and commercial)
- + Standard Operating Procedure development
- + Parking Operations Review development (auditing)
- + Standardization of forms and record keeping
- + Data consolidation and management practices

Experience in Developing Interactive Municipal Websites

SP+ Partnership Value Add – Custom Online Parking Guide

We think to cut through today's crowded online marketplace, "Nothing Fits Better than Custom Made". Not only will a **SP+** destination specific parking webpage create interest in City of San Antonio's program, it also acts as a great educational customer outreach tool. A municipality specific parking guide provides customers parking information, which ultimately reduces confusion and frustration when seeking available parking. It also promotes system branding which brings cohesiveness and adds familiarity to the parking program.

SP+ Marketing Services will develop a custom online parking guide for the City of San Antonio. Our custom-built guides are developed exclusively with the City's needs in mind and provides a strong online brand presence for the parking program. With direction from the City's stakeholders,

SP+ can develop a downtown parking guide with a unique look or can incorporate the specific design elements of the City's website. Through a combination of well-developed location information, feature-rich functionality, destination focused content, and an exceptional user experience, **SP+ Marketing Services** will provide a website that delivers a great customer experience and elevates the City's public parking program. Our online parking guide can provide:

- + Daily and permit parking
- + Text to Pay as well as pay by app
- + Access availability and wayfinding
- + Citation appeals
- + Special parking offers
- + Detail location pages
- + Local attractions pages
- + News and events pages
- + Custom content
- + Online reservations
- + Parking newsletters

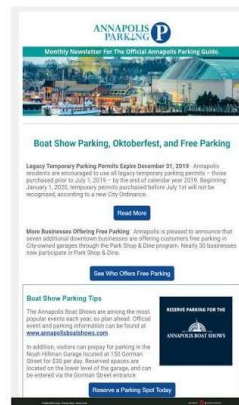
A few examples of **SP+** municipal parking guides:



Beaufort, SC



Harrisburg, PA



Annapolis, MD



Atlanta, GA

SP+ Marketing Services team will publish a map based location listing for the City of San Antonio, correct all listing content currently online, and ensure the data is accurately maintained in Google My Business, maps, over 70 directories and search engines including Google, Apple Maps, Yahoo, and Bing.

White Board Sessions

Let's Put It On the Board - If chosen to be your partner, **SP+** would like to introduce our industry leading whiteboard sessions. Over the last few years, **SP+** has introduced our municipal subject matter experts to the Curbside and Parking teams into collaborative whiteboard sessions. For example, in Denver, Colorado, in our two-day whiteboard session we spent one full day evaluating current processes and building upon those for success, and a second day meeting with each of the major resident theater companies. That time was spent informing each group on the "why and how" we were implementing new strategies. Each group also had the opportunity to voice their questions and concerns regarding the parking garage which ensured everyone that parking was not being operated in a bubble but rather it was a collaborative operation.

Our second whiteboard session also included the Curbside and Parking team, the local **SP+** team, and three municipal subject matter experts from **SP+**. Over the course of one day we covered

topics such as communication with stakeholders, improvements on ingress/egress of the DPAC garage, technology update, and safety. We also conducted a SWOT analysis to gain perspective on our *Strengths - Weaknesses - Opportunities and Threats*. We then concluded with a lengthy list of action items which was followed though by **SP+** and reported back to the City.

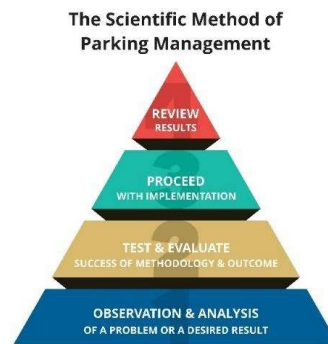
Given its previous success, **SP+** was just chosen in 2021 to continue our partnership with the City of Denver and our White Board Sessions were looked back upon as a differentiator for the City and its Stakeholders. Sessions are held annually.

Data Collection and Analytics

The Science of Parking Management

It has been said over and over that parking is not “Rocket Science”. However *Scientific Methods* should apply when evaluating a parking program and developing a successful approach to its growth and evolution. The responsible management of a public parking program should not rely purely on anecdotal evidence or observation. With the aspiration to progress a program, to include the latest parking technology, apply the best management practices, and keep up with parking behavior, we apply a calculated process to ensure the correct outcome is achieved while limiting the possibility of a failure.

The principles and procedures for the systematic pursuit of knowledge involving the recognition and formulation of a problem, the collection of data through observation and experiment, and the formulation and testing of hypotheses.



The Scientific Method of Parking Management begins with a perceived problem or a desired result. It could be a rate change, expansion or the implementation of new technology. Utilizing data to determine current conditions we can share accurate information with stakeholders to develop a consensus on a methodology for change. Before a system wide implementation occurs, we test on a small scale with a field trial or pilot program. With success, and any necessary modification, the solution is ready for a broader deployment. Because mobility is constantly changing, it is important that the program is continually monitored to ensure the parking program keeps pace.

Molecular Mobility with Local DNA

As an operations group, the **SP+ Municipal Services** Parking Team challenged conventions and put the Scientific Method of Parking Management into action to accomplish the following projects:

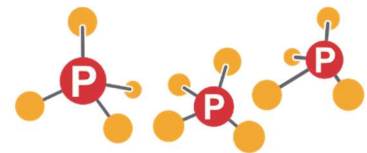
- + The first and wide scale multi mobile app deployment in the United States in Atlanta GA
- + The unrestricted adoption of license plate credentialing
- + The introduction of a Municipal Services training approach (LEAD—*Listen, Engage, and Deliver*)

The Municipal Parking Team leaders are positioned strategically across the Country within **SP+'s** Commercial Division, working as municipal program operators and providing region based project management support. A local extension of **SP+ Municipal Services**, we can epitomize the national support model as *Molecular Mobility with Local DNA*.

SP+ Municipal Service defines our broader relationship with on-street mobility technology and develops innovative approaches to dynamic curb space management with a focus on *connectivity on a molecular level*. The Municipal Parking Team, with a familiar *community based understanding of local nuances* and stakeholder objectives are able to draw upon that national experience to implement shared solutions when they are a right-fit for the community and municipality's parking program.

Why Molecular Mobility?

There are countless technologies and applications available to on-street parking programs, with even more on the horizon. There are challenges to managing access to the curb, administering a dynamic mobility program or successfully mitigating economic crises. We visualize all of the available on-street mobility components as free molecules and envision ways to connect and build upon them.



By studying data, integrations, connectivity, consumer behavior, community needs, and functionality, we design municipal projects that are self-sustaining, future proof open mobility ecosystems. Our desire to be disruptive innovators rather than just sustaining operators' points to **SP+'s** ambition to innovate by challenging our own teams as well the parking industry as a whole to create something new. We understand not all disruptive innovations are a success. In many instances the execution of a solution fails the idea or concept. This leads us back to the Scientific Method of Parking Management, which we feel is necessary to bring ideas to successful fruition. **SP+'s** track record of successfully managing projects, applying industry leading practices, and facilitating parking program advancement is what assures our clients to progress and opens avenues of innovation.

Why DNA?

It is in our DNA to ensure that team members are inspired and empowered to increase the efficiencies of our operations as well as opening new opportunities for growth in their professional career paths.

4. Description of SAT Competitive Parking Market

Respondent shall describe the parking marketplace SAT airport faces, the total available market for SAT, what products, if any, are missing from SAT's offerings, how proposed solution will address those gaps, and how the Respondent's solutions will allow SAT to capture an increasing (and specified) share of the total market, year-by year over the contract term. **Exhibit G** shows **Projected Enplanements** for the next 10 years.

Competitors in the airport parking market typically comprise of:

- + Off-airport operators selling directly via their own online and offline marketing
- + Hotels that sell parking

- + Third party resellers of off-airport stock (Aggregators)
- + TNCs and ride share services
- + Pick up and drop off

Off-Airport Operators

SAT competes with just one off airport parking operator, Airport Security Parking.

OFF AIRPORT OPERATORS

Name	Covered/Uncovered	No. of Stalls	Price per day	Distance to SAT	Shuttle?	Comments
Airport Security Parking	Covered & Uncovered	720+	\$7.75	1.3 miles	Yes	No reservations

Hotels that Sell Parking

Below is a list of hotels that sell airport parking, in some cases on 3rd-party aggregator sites and apps. They use these to fill unused spaces on the property and drive a new revenue stream. Nearly all hotels in the area sell parking on these aggregators, with many on multiple platforms. These aggregator apps are becoming more regularly used in SAT. Some hotels have sleep and park programs as well, but the hotels below also sell daily airport parking. These rates change often and vary by third-party aggregator.

HOTELS AT SAT

Name	Covered/Uncovered	Price per day	Distance to SAT	Shuttle?
Comfort Inn and Suites	Uncovered	\$4.00	3.9 miles	No
Comfort Suites Airport North	Uncovered	\$3.95	3.9 miles	No
Crowne Plaza	Uncovered	\$4.50	1.5miles	Yes
Americas Best Value Inn	Uncovered	\$3.95	3.5miles	No
Doubletree by Hilton	Covered	\$4.99	2.2 miles	Yes
Days Inn by Wyndham	Uncovered	\$3.95	2.9 miles	Yes
Courtyard by Marriott	Uncovered	\$7.95	1.2miles	Yes
Red Roof Inn	Uncovered	\$4.25	0.5miles	No
Regency Inn	Uncovered	\$3.25	3.1 miles	No
Homewood Suites	Uncovered	\$3.49	0.7 miles	Yes

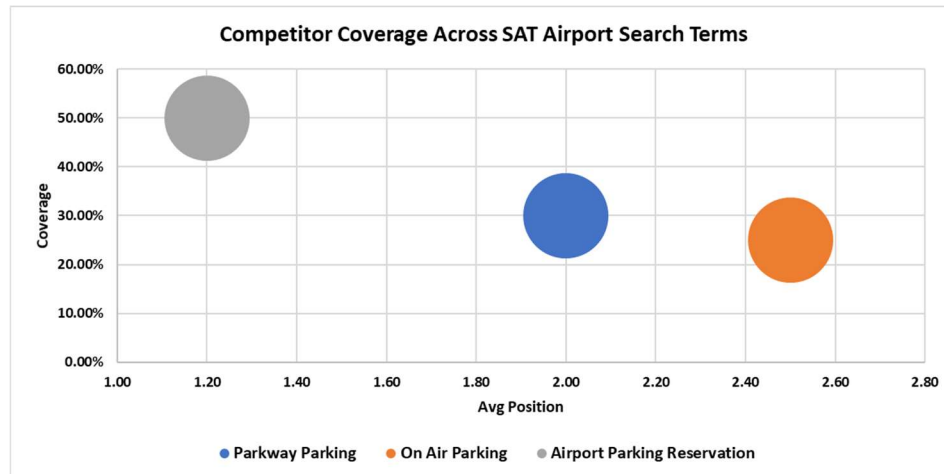
Online Aggregators

Third-party aggregators, often brands with national exposure and aggressive marketing functions, are used by off-airport operators and hotels to maximize their exposure to sell their parking spaces. Below are the seven aggregators being used in the SAT market and the number of hotels that use them based on current searches.

AGGREGATORS

Name	No. of Hotels
Global Airport Parking	2 hotels
Parkway Parking	1 hotel
On Air Parking	N/A
Way	9 hotels
Airport Parking Reservations	1 hotel
Parking Access	1 hotel
Parkobility	2 hotels

The below graph indicates the coverage of the main aggregators competing in paid search, highlighting the average position their ad features in the page search listings (horizontal axis) and how often their ads feature (vertical axis) across a range of SAT Airport parking search terms. Airport Parking Reservations is seen as the most aggressive, with 50% exposure on all SAT search terms. This will likely vary week by week and would be monitored on a keyword basis throughout the project to ensure SAT have optimal coverage and spend levels.



TNCs

Until recently, the growing popularity of TNCs presented airports with its most significant challenge since the financial crisis in 2008. Their rise led to increased congestion on airport, declines in modal share for parking and a reduction in parking revenue per passenger.

Converting customers from TNCs to parking would alleviate congestion, improve the airport journey for all passengers and increase revenue per passenger. An important consideration when targeting TNC users is price as the cost of ridesharing to and from the airport does not change according to the stay duration, so the current pricing per day model at SAT means your parking is competitive for stay durations less than 4 days but significantly more expensive for longer stay durations.

Pick-Up, Drop-Off & Drive-Up

Short stay (i.e. less than 1 hour) parkers and the pick-up and drop-off market are significant. Simply converting those customers to pre-booking results in major incremental revenue gains and reduced congestion around the terminal.

Dropping family or friends at SAT is not the most convenient option unless you live near the airport, so pushing convenience as part of online and offline marketing campaigns is an effective way of shifting the dial from a free of charge/cheaper product to a higher value product for a longer stay duration. The availability of competitive rates means those passengers who have previously relied on being dropped off and picked up are incentivized to park, especially for those early morning departures or late-night returns.

Summary

For SAT to truly benefit from the change in consumer habits, it is imperative that the parking brand focuses on the things that differentiate SAT from the competition, including proximity to the

terminal. Passengers who pick-up, drop-off, park off-site or use TNCs will further be influenced by the availability of low-cost products, discounts versus drive-up, and a suite of products for all passenger types. The current product offering already provides a good hierarchy of options, which will allow us to address each of the discussed markets with pricing strategies below. We have also discussed potential new products which further add to engagement of the wider market.

The Economy Lots are most comparable to off-airport or hotel lots, providing a cost-effective shuttled option for the most cost-conscious travellers. Targeting this market with value-led, or discount messaging, in online and offline marketing will allow SAT to gain market share from a large proportion of the market using other modes. Paid search campaigns targeting keywords used by the off-airport operators, will put SAT up alongside competitors in search results, with the added advantage of being closer to the terminal and official airport lots.

The adoption of a variable pricing model where we reduce the rate versus the drive-up rate and aggressively market this price will drive visitors to your website and OBS, taking market share from TNC users and off airport operators alike. We would increase overall market share attributable to parking at SAT via the reduction of rates from 3 days onwards, reduced rates in longer lead times and at the weekend for 3 to 4 day stay durations.

Similarly, by reducing the price differential between the options to park and the total cost of picking-up and dropping off (i.e. both legs of the journey), we would plan to target these customers with geo-targeted ads focused on discounted pre-book products and convenience messaging. This penetration in this market is typically the lowest but by transferring 9% of such customers to pre-book stays for longer than 24 hours will increase the overall ATV significantly.

5. Payment Card Industry (PCI) Compliance Data Security Standards (DSS)

As part of our responsibility to provide the most secure credit card environment possible for both our clients and customers, **SP+**'s information security department has built infrastructure and created specific policies and procedures related to Payment Card Industry (PCI) and Europay MasterCard VISA (EMV) compliance.

Our directive for **SP+** operations is to install and operate with P2PE credit card readers whenever available from our PARCS manufacturers. This creates a direct link from the PARCS equipment to the merchant bank, fully encrypted and in the most PCI compliant and secure method available in today's market. Generally, all of these readers are also EMV capable, which enhances additional security utilizing the chip technology available on all modern credit cards thus satisfying our mandate to maintain the highest possible standards of security in our industry. Whenever P2PE readers are not an option for a particular PARCS, we have a full process established to install alternative authorization methods in a highly secure network environment implementing the highest possible standards of security in our industry. Ideally, we would recommend installing EMV readers whenever available from the manufacturer.

Further these policies and procedures are included as part of our internal audit program. **SP+** data security professionals along with our regional management staff check for PCI / EMV compliance at every location.

Credit card information is regulated by the Payment Card Industry (PCI) Data Security Standard (DSS). The PCI-DSS is a set of data security requirements that applies to all employees, merchants, vendors, service providers, contractors and business partners who store, process or

transmit sensitive cardholder data as well as to all equipment and system components included in or connected to the cardholder data environment. **SP+** has adopted a comprehensive policy to ensure company-wide compliance with all requirements of the PCI-DSS.

In addition to the technical hardware and software solutions, education and awareness are key tools in the arsenal for increasing security and protecting customer information. **SP+** provides awareness training and educates its employees on data security best practices for effectively safeguarding and protecting customers' payment card information. The goal is to create informed employees who can make better data protection decisions, are aware of their responsibilities, and can operate in a manner which will ensure adherence to our Company's Security and compliance policies. All employees are required to successfully complete **SP+** University™ PCI Compliance and information security awareness courses within the first 30 days of starting employment with **SP+** as well as annually thereafter.

5. Describe Respondents ability to comply with Payment Card Industry (PCI) Data Security Standards and address the following:

a. How is PCI compliance tested and confirmed? What requirements are in place? What testing or support is available? How are merchants certified?

SP+ undergoes annual Payment Card Industry (PCI) compliance certification. Please reference **Exhibit H** to review the **SP+ PCI Data Security Standard Attestation of Compliance (AOC) for Onsite Assessments**. Additionally, each of our West Airports provides a copy of a receipt from each revenue exit lane, circulating in red ink the area depicting the last 4 digits of the credit card only. This is another physical verification to ensure all permitted data and digits are being shown.

b. How are PCI compliance initiatives handled? How do you qualify merchants? Is this handled by a third party?

PCI Compliance initiatives are managed and reviewed by the **SP+** Information Security Department. The **SP+** Treasury Department approves and releases applicable Merchant ID's (MID's) for each site after the required **SP+** PCI checklist of the site has been completed to ensure compliance and adherence to corporate standards in line with the current PCI-DSS requirements. Required quarterly scans are performed by a contracted third party at the request and guidance of the **SP+** Information Security Department.

c. Describe the security measures used to prevent unauthorized user access to either the system or the data.

At locations where **SP+** is the Merchant of Record (MOR), a detailed PCI checklist must be completed before the site can be issued its Merchant ID's by the **SP+** Treasury Department to process transactions with credit cards.

Quarterly PCI Audits are conducted at each location where **SP+** is the MOR with the assistance of our Corporate PCI Support Team. Electronic reminders sent to the locations and Regional Managers to ensure an audit is not missed. In cases where the client is the merchant of record, **SP+** coordinates PCI compliance audits with the client and the client's QSA as dedicated by roles and responsibilities outlined in contracts and agreements between **SP+** and the client.

PARCS servers are kept in locked cabinets or rooms with access granted to only those in need (**SP+** IT, PARCS technicians, etc.). Non-employees who need access to these systems are

permitted only after full vetting and set up with a Log-Me-In account through our corporate Information Security Department.

d. Describe procedures and policies in place to prevent internal fraud. Where does liability fall in the process of recouping loss due to such fraud?

SP+ accounting and reporting systems leverage deposit information from our (or our Client's) banks with the revenues reported (either automatically or manually by **SP+** personnel) to identify discrepancies. These are reviewed and investigated by **SP+** internal audit, loss prevention and accounting departments.

For instance, to reconcile credit card revenue each day, our local accounting staff will review a system generated credit card activity/totals report and reconcile it against actual bank deposits. **SP+** prefers a system generated report so that time parameters (i.e., virtual midnight) cannot be altered to exclude any part of the day. We work with our PARCS vendors and credit card processors to have matching virtual midnights, so the credit card transactions and bank deposits will mirror one another. Any discrepancies are fully investigated and documented. These can generally be attributed to "timing differences," an event where a transaction may occur at virtual midnight and one system reports the transaction on the current day, while the other reports it on the following day. Our reconciliation process takes these transactions into account so that balanced daily, weekly and monthly reports can be prepared.

Cash reconciliations are performed likewise with Cash Total Reports verified against actual cash collected and the consolidated deposit for the day's activity. **SP+** recommends that all Cash counting and bank deposits be performed by two employees.

Fraud of any type is not tolerated by **SP+**. As a publicly traded company, we take the fiduciary responsibility to our clients very seriously. Any hint of inappropriate financial behavior results in consultation calls with our Internal Audit and Loss Prevention Departments. Any employee found involved of any type of financial fraud will be terminated and recommended for prosecution.

SP+ accepts the responsibility of providing well-trained and honest employees to our clients. Provided that access to all reports and banking activity is granted as part of our daily reconciliation process, any loss due to employee fraud would be 100% recompensed to SAT.

e. Describe all fraud protection tools.

In addition to those accounting processes described in paragraph 5.d., **SP+** uses a variety of methods and services that protect our digital assets. Our IT Group logs and monitors all access to online systems through the Log-Me-In application. In cases of potential fraud, we use those files to determine root cause, actions performed and perpetrator. Also, we use separation of duties, Role-Based Access Control and the principle of least privileged access to prevent fraud from a systems perspective. Furthermore, **SP+** undergoes annual audits and compliance for SOX and PCI to ensure integrity of our financial systems and reporting.

SP+ utilizes the Trend Micro suite of products including Apex, CloudOne Workload Security, XDR, and the Managed Detection & Response service that provides 24x7 detection and remediation by Trend. Furthermore, **SP+** utilizes Mimecast suite of products to protect our email communications

6. Credit Card Processing

- a. **Describe advantages and disadvantages of Parking Operator utilizing the City's Merchant Banking Processor. Describe how the Parking Operator will connect to the City's Merchant Banking Processor. If the Parking Operator will be utilizing a gateway to connect to the City's Merchant Banking Processor, provide a list of gateways used. Discuss whether revenue will be deposited into the Parking Operator's or City's account on a daily basis and the impact on PCI compliance responsibilities. If proposing to deposit revenue into the Parking Operator's account, describe the settlement process and timeframe for depositing proceeds to the City's account.**

A key advantage of **SP+** being the Merchant of Record (MOR) and settling funds directly into our account is that we will handle the credit card reconciliation process using our technology as well as our corporate staff. **SP+** utilizes T-Recs a reconciliation software program that uses a variety of features to automate the credit card reconciliation process. The software auto-matches bank deposits to the PARCS revenue on a daily basis and helps to quickly identify discrepancies so they can be investigated and resolved immediately.

This "real time" visibility to discrepancies provided by the software, in conjunction with oversight from our off-site corporate staff, enables an efficient, prompt, and accurate accounting of credit cards in a sound control environment, including proper segregation of duties.

- b. **Describe advantages and disadvantages of Parking Operator utilizing its own Merchant Banking Processor as well as associated fees. Discuss whether revenue will be deposited into the Parking Operator's or City's account on a daily basis and impact on PCI compliance responsibilities. If proposing to deposit revenue in the Parking Operator's account, describe the settlement process and timeframe for depositing proceeds to the City's account.**

These two sections are related and are therefore being addressed in this consolidated response. **SP+** has considerable experience in both types of credit card arrangements, whereby i.) the City is the Merchant of Record ("MOR") or ii.) **SP+** is the MOR. Recently, we are seeing more Cities shifting toward **SP+** being the MOR.

The primary advantages of **SP+** being the MOR rather than the City of San Antonio is i.) the reduced cost of credit card fees, ii.) shifting of PCI Compliance responsibility from the City to **SP+**, iii.) leveraging **SP+**'s technology, and iv.) timeliness, efficiency, and accuracy of credit card reconciliations. The only noteworthy disadvantage of **SP+** being the MOR instead of the City is cash flow. The processing fees and discounts **SP+** is charged is based upon a number of factors such as the brand of card used (Visa, Mastercard, American Express or Discover), the amount of the transaction, and the type of card used (rewards, debit, business card, etc.). Those fees charged to **SP+** are generally less than an individual City's rates given **SP+**'s national purchasing power.

City as the MOR – This structure entails no changes to the existing PARCS as the City's existing MOR credentials will continue to be used, and credit card funds will be settled directly into the City's account. If the City is the MOR, then deposits cannot be made into **SP+**'s bank account. Since the City is the MOR, it is responsible for on-going PCI Compliance (per rules and regulations). However, **SP+** can and will advise regarding on-going compliance. A significant disadvantage of this structure is that **SP+** will have no automated way of reconciling credit cards and that will need to be done manually, in conjunction with City staff. **SP+** has considerable

experience using the City's current processor, Chase Paymentech, as well as any gateway that is required.

SP+ as the MOR – This structure would require **SP+'s** MOR credentials to be included within the PARCS, and credit card funds will be settled directly into **SP+'s** bank account. The changes to the PARCS are straight-forward and done at a negligible cost. To ensure no disruption in the City's cash flow, **SP+** could initiate a daily transfer to the City for the amount of that day's credit card receipts (i.e. the City would be in the same cash position had funds settled directly into the City's account). Under this structure, **SP+** as the MOR would be responsible for PCI Compliance.

Additionally, if **SP+** is the MOR with funds settled directly into our bank account, we will manage the full reconciliation of all credit card revenues.

We would like an opportunity to meet and discuss in further detail with the City before determining the best solution for the processing of credit cards. As part of that, we would like to gain a better understanding of the City's current reconciliation process (manual or automated) as well as exchange detailed information and data relative to the drivers of the City's and **SP+'s** processing fees and discounts. From that additional dialogue, **SP+** can formulate a comprehensive cost comparison including potential efficiencies (savings) gained by **SP+** handling the credit card reconciliation process.

SP+'s proposal as it relates to the processing of credit cards, is that we are agreeable to the solution that is in the City's best interest. We only ask that we recover our actual and documented costs, including PCI Compliance costs and the actual credit card processing fees and discounts. The cost of T-Recs and off-site corporate reconciliations will not be charged to the City.

B. SCHEDULE

While the City realizes the challenges of transitioning the SAT parking operation, introducing commercial management solutions, and creating technical solutions (including hardware and software integration), a schedule is required to set expectations and plan implementation.

1. Start the schedule from the City Notice to Proceed (NTP) as Day 0.

As requested, the provided **Microsoft Project Schedule** (please refer to **Exhibit I**) starts our transition schedule with the Notice to Proceed date as Day 0.

2. Describe each task and the number of calendar days required to complete each task (do not use dates), enabling the City to program scenarios from the NTP date.

Each task, 11 in total, details the major sub-tasks and the number of calendar days required for each in order to complete the task in total. While **SP+** was conservative in the number of days needed to complete these tasks, please keep in mind that supply chain issues as well as the seasonality of some industries, shuttle bus manufacturing for instance, can have a direct cause and effect on the availability of product and its ultimate delivery date.

3. Provide the schedule in Microsoft Project file format with the critical path and fully loaded resources identified.

We have provided our Schedule as requested, in Microsoft Project, with critical path and fully loaded resources identified (see **Exhibit I**).

4. Identify all Aviation Department and City resources that the Respondent's schedule depends on, including:

- a. SAT personnel across business units (e.g., IT, ground transportation and parking, permitting, procurement, et al);
- b. Current PARCS provider and any other resource under the control of SAT or contractors; and
- c. Any other resources the schedule assumes will be available.

As per our MS Project Schedule, each task has been assigned to one or more stakeholders required to provide input into the acquisition of the resource and/or its installation and implementation within the Parking Optimization Project. These resources include:

- + **SP+** (may include IT, TIG, Transportation, Operations, HR, Treasury, Accounting, etc.)
- + SAT (Parking & GT Operations, IT, Engineering, Fleet Maintenance)
- + Vendors, manufacturers and equipment suppliers from the Parking and Transportation Industry

5. Transition Plan.

SP+ has developed a comprehensive phased approach to transitioning new airport operations. Our methods involve the assignment of key operating personnel within our Aviation Division to critical processes that are specific to their area of focus. **SP+** places significant importance in the training and orientation of our employees. Our concentrated team approach to transition at SAT will allow us to quickly accomplish critical milestones in the effective and orderly transition of operating responsibilities. We have extensive experience with successful transitions, and as expressed in our Executive Summary, have transitioned very large and complex operations in the

last three years. This includes Hartsfield-Jackson Atlanta International and our most recent transition at Omaha Eppeley Airfield on June 1, 2023.

Our plan, designed to provide a seamless transition that will go unnoticed by customers, will address the following:

Transition Plan Milestones

Recognizing that each facility is unique, **SP+** approaches transitions on a need-specific basis. Each phase of the SAT transition will be assigned milestone completion dates that are pre-determined to assure a smooth transition.

Milestone periods for implementation and completion of transition periods may take the following form:

Pre-Transition (45 Days Prior – Start-Up Date)

Transition (The First 90 Days of Operation)

Post Transition (Ongoing Support)

Phase I – Pre-Transition

During the pre-transition phase, the **SP+** transition team members will work closely with the SAT staff to accomplish a wide array of objectives. Phase 1 pre-transition objectives will include the following:

- + Introduce key transition team members to the Airport staff
- + Consult with subcontractors and execute contracts for subcontracted services
- + Execute final operating agreement and submit required bonds and insurance certificates
- + Obtain all required permits and applications
- + Order Vehicles and maintenance equipment
- + Order computer equipment for **SP+** Network connectivity
- + Order Kronos Time and Attendance System equipment
- + Secure petty cash fund
- + Confirm staffing schedules and operating budget with Airport staff
- + Inventory operating equipment
- + Transfer pertinent utilities
- + Post memo (approved by the City) informing current employees of upcoming change in management and providing information regarding opportunities for continued employment
- + Notify monthly and employee customers of any changes in payment procedures
- + Interview all incumbent employees interested in continued employment
- + Place employment ads and conduct interviews for open positions
- + Complete pre-employment background checks and drug screening
- + Consult and brief the Airport staff on proposed on-site management and supervisory staff
- + Make employment offers, process new-hire packets and set up employee files
- + Process enrollment for health, dental, vision, life and 401(k)
- + Distribute employee handbooks

- + Initiate classroom training for all employees, including our **SP+ VISIT Behaviors for Service Excellence** training program, job specific training by position and Airport familiarization
- + Prepare and distribute (post) initial staffing schedules
- + Perform a physical inspection of the premises
- + Prepare and submit a detailed plan of suggested ongoing maintenance
- + Review employee uniform/dress code and ID requirements
- + Order initial uniform supply (approved by the Airport Authority)
- + Obtain and distribute employee ID badges
- + Meet with incumbent operator to coordinate transition needs and requirements
- + Order necessary business forms and operating supplies
- + Identify local vendors and set up accounts

Hiring and Staffing Plan

The most important aspect in a successful transition is employee retention, recruitment and training. Employee selection, hiring and finalization of staffing schedules will be completed in Phase I of our transition plan. The first step will be to notify the current employees that a new operator has been selected and to assure them they will be given an opportunity to continue their employment at the Airport. Notification should be given as soon as possible upon award of the contract to maintain continuity of operations and to minimize customer service issues.

Time permitting, **SP+** will set up a **Job Fair** at the Airport or nearby hotel to exhaust all efforts to reach out and attract the most qualified local candidates to these important operations at SAT.

During the transition, **SP+** will use a team approach that is carefully coordinated and administered by senior management. In addition to our on-site management staff, the team will consist of experienced professionals from both our field operations and corporate support staff. Each transition team member will be assigned specific responsibilities within his or her area of expertise. Throughout the transition process, the transition team will maintain an open line of communication with the Airport staff to measure progress on an ongoing basis.

Transition Specialists

In addition to our senior operations staff, **SP+** offers a depth of human resources based at our Regional and Corporate Support Offices. Transition team members will be well versed in the following areas of expertise:

- | | |
|--------------------------------|----------------------------|
| + Human Resources | + Revenue Control/Auditing |
| + Small Business Participation | + Office Administration |
| + Training | + Operations |
| + Technical Services | + Marketing and Promotions |
| + Information Systems | + Contract Administration |

Phase II – Transition

This phase addresses an action plan from the commencement date through the first 90 days of operation. It is during this phase that many programs, procedures and policies will actually be implemented. The transition team will begin assembling in San Antonio several days prior to the

transition date and continue to provide 24-hour support to the on-site staff for a period of up to 14 days afterwards. At such time, a progress evaluation will be performed by senior management and based on that evaluation and subsequent consultation with SAT staff; **SP+** management will have the option of retaining certain team members on-site should additional on-site support be required. The remainder of the team will then be released in favor of an off-site support role. It is important to note that each member of the **SP+** transition team remains in a support role long after their on-site roles have concluded.

The primary objectives during transition include the following:

- + Implement all policies as outlined in the approved SOPs or mandated by SAT staff
- + Provide scheduled follow-up training with both hourly and supervisory personnel
- + Provide hands-on assistance and job coaching, as necessary
- + Submit written evaluations on progress of hourly and supervisory employees
- + Communicate with the Airport staff on the progress of the transition

Other key elements of the transition phase include the following:

- + Assign specific oversight roles for transition team members
- + Inform the Airport staff of the specific role of each transition team member and provide contact information
- + Implement all **SP+** and SAT formal policies
- + Distribute employee work rules and procedures manuals
- + Implement cash handling and report procedures
- + Implement (Airport approved) customer service programs
- + Commence general functions as required by contract
- + Provide follow-up training

Phase III – Post Transition

As your parking and transportation service provider, **SP+** will maintain an ongoing commitment to excellence in all of our operations at SAT. We will ensure this high standard of performance through frequent field appraisals performed by our senior management staff. While all phases of the transition are important, the major focus will be on the pre-transition period, as the 45 days before the actual transition are the most critical.

Please see our detailed **New Location Checklist** attached as **Exhibit J**.

6. Describe how SAT stakeholders will participate in the testing (time required), where it will occur and how each component will be commissioned.

A Factory Acceptance Test (FAT) of the PARCS equipment will take place prior to the installation in a test bed environment provided by SKIDATA. This process can take from 10-20 days to complete. As the civil work is completed and the installation starts, the **SP+** TIG group and SKIDATA will work with HUB to bring one component at a time offline while bringing its replacement component online.

SP+ recommends converting the least busy lots first to ensure any idiosyncrasies are identified and resolved in the facilities where the fewest customers are affected, thus ensuring a smooth commissioning of the new PARCS as a total system. Once all facilities have been fully installed,

SP+, SAT (IT/Parking and GT) and SKIDATA will initiate a Lane Acceptance Test (LAT) for each entry/exit lane, prior to the 30-Day Testing Period. The LAT can take 10-20 days to complete, dependent on a variety of factors (facility traffic conditions, weather, etc.) We will provide daily, documented updates to SAT as to system performance and noted issues as well as the plan for resolution.

As SAT approves our proposed plan for procuring ZEV Shuttles and the additional EV charging stations, **SP+** will work with SAT (Parking & GT and Engineering) to research the most optimal locations for installation. **SP+** and the subcontractor chosen to install the charging units commits to following any tenant improvement plan as required by SAT. Said plan may include:

- + Subcontractor Location Plans/Drawings for Installation
- + Location and Electrical Drawings
- + Approved City Permits

Dependent on SAT/City constructions ordinances, we envision SAT/City engineers to be involved in various stages of the installation inspection process, including:

- + Civil/Construction – ensuring any civil or construction work is to SAT/City standards and codes
- + Electrical – ensuring any electrical work is to SAT/City standards and codes prior to sealing any trench work with concrete or asphalt

Once the installation process is complete, **SP+**, the electrical subcontractor and SAT/City engineers will conduct a final review and testing of the charging stations.

7. Schedule to create a significant business benefit as soon as possible after migration and implementation

The results of the Parking Optimization Program will greatly benefit the consumer and the San Antonio International Airport from the initial investment to the ongoing investments. First, through the pre-booking and commercial revenue management program, guests will enjoy a frictionless parking experience without the worry of finding a parking space. With add on features to the reservation platform such as a reserved parking space, carbon offset purchase ability and other amenities like dry cleaning and a car wash, the guest's journey is greatly enhanced. Importantly, and as demonstrated previously in this proposal, the ability to materially increase parking revenues through a robust yield management program that attracts parkers not using the SAT facilities currently, or enticing a guest to pay for an upgraded parking experience at a discount, has proven to improve the NOI. Of course, the material investment in a new parking access and revenue control system will also enhance the guest experience through further frictionless technology, including LPR as the entry and exit credential for calculating parking charges owed. These amenities and technology solutions allow for greater automation or an enhanced guest experience, which when coupled with the proposed comprehensive marketing program, typically results in a greater market share and improved bottom line.

The investments in the electric vehicle shuttle buses and additional EV chargers throughout the parking facilities may not generate new revenue but do help the Airport meet the City's ambitious goals of reducing emissions and "going greener". Our proposed phasing in of the EV shuttle fleet maximizes the benefits of the current fleet while transitioning smartly over several years the new EV buses.

C. GROUND TRANSPORTATION AND COMMERCIAL VEHICLE MANAGEMENT

- a. Describe Respondent's plan to manage Ground Transportation and Commercial Vehicle management.**
- b. Does Respondent intend to utilize hardware and software currently in use by the Aviation Department? If no, describe proposed hardware and software and detailed estimated costs.**

SP+ has unmatched expertise and experience in developing, implementing, managing and operating comprehensive (and oftentimes complex) ground transportation management programs at Airports throughout the United States. We currently provide such services at 13 U.S. Airports, including ORD, SFO, PDX, FLL, OAK, CLE, MDW, IAH, HOU, PWM, JAX, DAY and ELP.

For SAT, we will develop and implement a comprehensive Ground Transportation Management and Operating Plan incorporating requisite state-of-the-art technologies. Inasmuch as we have not had the opportunity to review and analyze in detail the existing operations, programs, rules, regulations, policies, procedures and corresponding technologies and, crucially, discuss the same with SAT Staff, we present below only a very preliminary Management and Operating Plan for Ground Transportation Management Services at San Antonio International Airport. The Plan purposely is presented in outline form for ease of review and discussion and will be updated prior to the Transition Date as well as continually as needed throughout the Contract Term.

Immediately upon Contract award, our seasoned team of ground transportation management professionals will undertake an exhaustive evaluation of the Airport's needs, objectives and plans, programs and all technologies.

We will assure that during the Transition there will be no service interruptions. We are keenly aware that current technologies are integrated with the parking technologies.

Critically, **SP+** will lead the process of evaluating the technology and infrastructure currently being utilized in the ground transportation management system and will make recommendations with respect to upgrades, additions and/or replacements. We understand the need for technologies, among other functions, to register, track, permit and monitor access, dispatch, monitor and report certain activities of taxicabs, TNCs, courtesy vehicles, charter buses, shared-ride vans and other commercial vehicles, and to facilitate various types of revenue collection therefrom. We certainly know the most critical requirements and questions. Moreover, we will prepare any requisite procurement/solicitation (RFPs/specifications) documentation and manage the procurement and installation processes.

Given the above uncertainties, at this time it is quite difficult, if not impossible, to project technology and infrastructure pricing and costs. **SP+** has excellent relationships with outstanding technology/infrastructure providers and will conduct speedy and equitable solicitation(s) to secure the most advantageous, efficient, cost effective systems.

Management and Operating Plan for Ground Transportation Management Services

Objectives and Commitments

- +** Provide top-tier ground transportation management services, including but not limited to taxicab and commercial vehicles registration and permitting, collection of trip fees and trip

data, holding lot management, taxicab dispatching and Terminals curb coordination and monitoring

- + Provide outstanding customer service to and respect all Airport patrons and commercial ground transportation providers and drivers
- + Promote safety and security and ensure a safe operating environment
- + Promote efficiencies in operations to assure that the Airport remains a prime point-of-service for taxicab and commercial vehicle operators
- + Provide passengers with all requisite information courteously
- + Assure that all passengers are queued and loaded safely and as expeditiously as possible
- + Safeguard the assets and minimize the risks of City, Airport, patrons and commercial ground transportation providers
- + Promote City and Airport by delivering outstanding customer service
- + Enforce all City, Airport and **SP+** standards, rules, regulations, policies, procedures and guidelines
- + Protect the environment
- + Provide all requisite reports and information when required, in proper form and with correct, verifiable content and supporting documentation
- + Be open, honest and communicative
- + Provide efficiencies and corresponding cost/benefit value
- + Offer recommendations for service improvements and enhancements
- + Recruit, hire, train, support and retain all **SP+** personnel with dignity and care so as to make City, Airport and **SP+** proud and make **SP+**'s SAT operation a highly desired place of employment
- + Provide all mandated deliverables

Duties/Responsibilities/Functions

- + Analyze and make recommendations regarding all existing taxicab and commercial vehicles management systems—their scope, facilities, requirements, needs, expansion opportunities, efficiency opportunities and all corresponding programs, rules, regulations, practices, reporting, hardware and software
- + As required by City, register and permit all taxicabs and commercial vehicles providing service at the Airport in accordance with City requirements
- + Perform all other “permission” activities as authorized by City (e.g., registration of drivers, vehicle inspections, taxicab meter inspections, verification of requisite insurance, etc.)
- + Collect Trip Fees
- + Collect Trip data
- + Secure system hardware and software, including support and maintenance
- + Provide commercial ground transportation providers with all requisite and relevant information and guidance relating to their services at Airport
- + Communicate timely with taxicab companies and make every effort to assure an adequate supply of available taxicabs
- + Monitor flights to anticipate passenger demand for taxicabs

- + Control access:
 - To the holding lot
 - To the Terminals respective dedicated taxicab and commercial vehicles loading zones
 - Limited to authorized vehicles only
 - Based upon City/Airport mandated access requirements (e.g., possession of requisite Permit(s), display of valid driver's license, equipped with electronic credit card processing equipment, no suspended vehicles, requisite decal/placard, proper vehicle condition, etc.)
- + Monitor and dispatch taxicabs in and from holding lot
 - Utilize technology system
 - Report all technology system issues to designated parties and, if system not functioning, immediately institute authorized manual dispatch and tracking procedures
 - Utilize video surveillance system, if applicable
 - Constant communications by radio and/or mobile device (or cell phone if necessary) between holding lot Dispatcher and Terminals curbside taxicab Dispatchers re: need for/availability/movements of taxicabs
 - No parking, standing or loading in circulation lanes
 - No prohibited activities (e.g., vehicle washing, vehicle maintenance, excessive idling)
 - Enforce taxicab operators Rules of Conduct, including prohibitions on altercations, possessing weapons, drugs or alcohol, urinating in public, etc.
 - Disseminate information to taxicab operators
- + Assist City with respect to issuance, replacement and collection of transponders
- + Monitor and control taxicab activities in Terminals taxicab loading zones
 - Communications between Terminals Dispatchers and holding lot Dispatcher re: need for taxicabs
 - Terminals taxicab loading zones vehicles capacity limitations
 - Queue on first-in/first-out basis, except in specific circumstances
 - Coordinate matching passengers with special needs to qualified taxicab
 - Check Terminals queues
 - Communicate with holding lot Dispatcher for needed vehicle availability
 - Needs include, but not limited to:
 - ADA vehicle
 - Van or larger vehicle to accommodate number of passengers
 - Van or larger vehicle to accommodate baggage
 - Non-smoking vehicle
 - Child safety seat(s)
 - Assist in mitigating negative roadway impact at Terminals
 - No parking, standing or loading outside dedicated Terminals taxicab loading zones
 - No prohibited activities including leaving taxicab, excessive idling, vehicle washing, vehicle maintenance, not respecting queuing, etc.

- Enforce taxicab operators Rules of Conduct, including prohibitions on altercations, possessing weapons, drugs or alcohol, obnoxious behavior, etc.
- Inspections of taxicabs and taxicab operators to assure compliance with City standards, rules, regulations, policies, procedures and guidelines, etc. (e.g., proper permits, Driver's License, transponder, electronic credit card processing equipment, proper dress and appearance, vehicle condition and cleanliness)
- Disseminate information to taxicab operators
- Direct unauthorized vehicles to immediately exit Terminal taxicab loading zones
- Issue Notices of Violations per City guidelines
- Coordinate handling of disabled taxicabs
 - Report to Supervisor and Airport designated representative as required
 - Immediately contact taxicab company
 - **SP+** personnel not to push, steer or otherwise handle disabled taxicab
 - If disabled taxicab not removed within prescribed time, arrange for towing
- + Monitor and control passenger curbside queuing and taxicab loading
 - Greet each passenger with a smile and proper greeting
 - Apologize for delays in availability of taxicab
 - Direct passengers to appropriate taxicab
 - Do not direct more than one passenger to a taxicab except for pre-formed groups traveling together as a party
 - Do not load more passengers than there are passenger seats in taxicab
 - During periods of severe taxicab shortage, follow Airport prescribed procedures
 - If applicable, hand out City furnished customer comment cards
 - Disseminate information to passengers
 - Proper queuing to assure efficiency and safety
 - Use of stanchions (if available) to provide for expandable chutes when and as needed; stanchion monitoring and adjustments to reduce queue wait times and assure safety
 - Monitor signage (and placement thereof as needed)
 - No baggage in roadway; assure baggage does not impede passengers ease of use of sidewalks and curbs
 - Report unattended baggage; do not handle (contact **SP+** Supervisor and Airport representative immediately per procedures to handle unattended baggage)
 - Assist with passengers loading and loading of baggage; ask permission of passenger to assist; be mindful that taxicab operator also will be assisting in loading and baggage handling
 - Load from curbside only (no roadway loading)
 - Assure passenger and baggage safely on board before taxicab departs
 - No solicitation or acceptance of gratuities in any form from passengers or taxicab operators
 - Observe and report unusual, dangerous or suspicious activities
- + Impose, enforce and document disciplinary actions, sanctions and penalties

- + Emergency services notification to/coordination with:
 - Airport Staff
 - EMS
 - Fire
 - Police
 - Other City and governmental agencies
- + Provide timely requisite reporting per Contract and City mandates re:
 - Taxicab activities
 - Violations
 - Accidents, incidents, complaints and compliments
 - **SP+** staffing, hours of service, payroll, etc.
 - Technology system performance
 - System performance, issues and observations
 - System recommendations
- + Equipment Maintenance
 - Hardware and software upgrades, maintenance and replacements
- + Facilities Maintenance
 - Routine, day-to-day cleaning of all Airport facilities under **SP+** control
 - **SP+** supplies to be kept in secured areas only
 - In the event of any malfunction of any property, system or equipment for which City is responsible, Facility Manager, Assistant Facility Manager or Supervisor on duty will immediately contact Airport Staff and include such malfunction/incident in the Daily Report
 - Lost property is to be reported immediately to Supervisor who is to immediately notify designated Airport Staff and deliver item(s) to the Airport designated office and secure a receipt therefor. Details of the items found and delivered are to be recorded in the Shift Log.
- + Monitor commercial vehicles activities in commercial vehicles loading zones
 - Greet passengers with a smile
 - Assist with efficient and safe loading of passengers
 - Monitor signage (and placement thereof as needed)
 - No baggage in roadway; assure baggage does not impede passengers ease of use of sidewalks and curbs
 - Report unattended baggage; do not handle (contact **SP+** Supervisor and Airport designated personnel immediately per procedures to handle unattended baggage)
 - Load from curbside only (no roadway loading)
 - No solicitation or acceptance of gratuities in any form from passengers or commercial vehicle operators
 - Observe and report unusual, dangerous or suspicious activities
- + Provide timely requisite reporting per Contract and City mandates re:
 - Commercial vehicles activities

- Violations
- Accidents, incidents, complaints and compliments
- **SP+** staffing, hours of service, payroll, etc.
- System performance, issues and observations
- System recommendations
- Assist in mitigating negative roadway impact at Terminals
- No parking, standing or loading outside dedicated commercial vehicles loading zones
- No prohibited activities including leaving commercial vehicle, excessive idling, vehicle washing, vehicle maintenance, not respecting queuing, etc.
- Enforce commercial vehicle operators Rules of Conduct, including prohibitions on altercations, possessing weapons, drugs or alcohol, obnoxious behavior, etc.
- Inspections of commercial vehicles and commercial vehicle operators to assure compliance with City standards, rules, regulations, policies, procedures and guidelines, etc. (e.g., proper permits, Driver's License, transponder, electronic credit card processing equipment, proper dress and appearance, vehicle condition and cleanliness)
- Disseminate information to commercial vehicle operators
- Direct unauthorized vehicles to immediately exit Terminal commercial vehicle loading zones
- Issue Notices of Violations per City guidelines
- Coordinate handling of disabled commercial vehicle
 - Report to Supervisor and Airport Staff as required
 - Immediately contact commercial vehicle company
 - **SP+** personnel not to push, steer or otherwise handle disabled commercial vehicle
 - If disabled commercial vehicle not removed within prescribed time, arrange for towing

Taxicab and Commercial Vehicle Operators Rules of Conduct (as applicable)

- + Understand, respect, abide by and follow all requisite standards, rules, regulations, policies, procedures and guidelines of City and **SP+**
- + Act professionally at all times; treat all Airport patrons and **SP+** personnel with dignity and respect
- + Value and protect the assets of City, taxicab companies, taxicab operators, other commercial vehicle providers and **SP+**
- + Assure all requisite Permits have been secured and are current and valid
- + Carry valid Drivers' License and insurance certificate
- + Dress and appearance in accordance with **SP+** requirements
- + Assure transponder is functioning properly
- + Assure vehicle is in proper condition
- + Assure taxicab has proper, functioning electronic credit card processing equipment
- + Assure vehicle is fueled
- + No tampering with or relocation of transponder

- + No concealing or obscuring of vehicle license plates or permits
- + No parking or dwelling in fire lanes
- + No parking or dwelling outside of holding lot, Terminals taxicab loading zones, commercial vehicles loading zones or designated commercial vehicles holding areas
- + Park and dwell in between lines
- + Do not leave vehicle unattended in Terminals loading zones
- + No speeding or unsafe operation of vehicle
- + Accommodate persons with disabilities
- + No "scooping"
- + No refusing a fare except under extraordinary circumstances
- + No intentional acts to disrupt the Airport taxicab/commercial vehicles services
- + Remain alert for taxicabs or commercial vehicles summoning/dispatch announcements; remain in close proximity to vehicle
- + No vehicle maintenance or body work in holding lot or at Terminals
- + No discharge of hazardous materials
- + No disposal of household or excessive trash in trash containers
- + No use of electrical power to charge personal instruments
- + No feeding of animals or birds
- + No washing of vehicles with water in holding lot or at Terminals
- + No smoking or tobacco use outside of the designated areas
- + No possession or drugs, drug paraphernalia or alcohol
- + No soliciting
- + No violence
- + No unwanted physical contact
- + No possession of weapons per State, City and Airport laws, ordinance, rules and regulations
- + No altercations
- + No littering
- + No gambling
- + No offensive conduct
- + No loud music
- + Keep restroom facilities clean at all times
- + No bathing in restrooms
- + Respect sanitation in restrooms
- + No urinating in public
- + No overnight parking in holding lot
- + Respect and follow queuing and vehicle movements procedures and routes
- + No texting or other use of cell phones or similar devices while driving
- + Follow prescribed routes only
- + Property left in taxicab or commercial vehicle is to be delivered by the operator to his/her taxicab or commercial vehicle company in accordance with its policies and procedures

- + Absolutely no offers, tendering or payment of gratuities or items or services of value to **SP+** personnel
- + Cooperate with and follow directions of **SP+** Dispatchers, Supervisors and Managers
- + Read, understand and abide by all City and Airport Rules of Conduct

SP+ Personnel Rules of Conduct

- + Outstanding customer service is our mission and goal
- + Act professionally at all times; unprofessional or offensive conduct is not permitted while on duty or wearing an **SP+** uniform
- + Employees must conduct themselves in a respectful and dignified manner at all times
- + Listen and consider consequences to all parties before acting
- + Profanity will not be tolerated
- + Exhibit no favoritism
- + Employees must provide **SP+** with any changes to their current addresses, telephone numbers, email addresses, etc.
- + Employees must notify management if they are working or intend to accept additional employment with third parties and advise in writing of their third party work schedules. **SP+** will not be able to retain any employee whose outside activities (additional work, school, etc.) interfere with his/her performance or if such activities will result in violation of laws, rules, or regulations.
- + Listen, and consider consequences to all parties before acting
- + Value and protect all City, **SP+**, taxicab/commercial vehicle companies, taxicab/commercial vehicles operators and Airport patrons property and assets
- + Solicitation in connection with the sale of goods or services for profit is strictly prohibited on City and **SP+** premises
- + Solicitations or distribution of literature by non-employees on City or **SP+** property is strictly prohibited
- + Absolutely accept no gratuities or items of value from taxicab or commercial vehicle operators or Airport patrons; if possible, avoid shaking hands with taxicab or commercial vehicle operators or Airport patrons inasmuch as such action leave an impression that something of value has been transferred
- + Do not accept, hold or agree to watch any baggage or property belonging to passengers or taxicab or commercial vehicle operators
- + Do not enter any taxicab or commercial vehicle while on duty
- + Do not place anything in any taxicab or commercial vehicle
- + Avoid confrontations (request assistance from Supervisor)
- + Smoking and tobacco are prohibited in all Airport and **SP+** facilities (except in designated smoking areas)
- + Gambling (betting, including pools and raffles) is strictly prohibited
- + No sleeping while on duty
- + Financial transactions (borrowing or lending money) between employees and **SP+** persons in authority are prohibited
- + Ensure all **SP+** controlled areas and facilities are clean and free of debris and excessive personal items

- + No use of personal cell phones, PDAs, iPods, electronic games or similar devices while on duty (unless otherwise directed by Supervisor)
- + No use of electrical power to charge personal cell phones, PDAs, iPods, electronic games or similar devices while on duty
- + Provide proper and correct name to taxicab operators, commercial vehicle operators, patrons and Airport Staff upon request
- + Wear Airport and **SP+** ID badges at all times while on duty
- + Speak English only when communicating via 2-way radios or to taxicab or commercial vehicle operators or Airport patrons
- + Park personal vehicles in designated areas only
- + Unauthorized persons are not permitted in operations zones or **SP+** facilities

Meal Periods and Breaks

- + Mandatory unpaid 30 minute meal period for any shift of five hours or more; relief to be provided
- + Scheduled by Supervisor
- + Employee in need of unscheduled restroom break to advise Supervisor; relief to be provided

Communications Plan

- + Speak loudly and clearly
- + Communications to be conducted in English
- + **SP+** bilingual employee to be on duty during all shifts
- + City to furnish two-way radio system and mobile devices
- + Charging stations to be located in operations area(s)
- + **SP+** issued mobile phones to be used for **SP+** business purposes only
- + **SP+** contact list
- + Airport, taxicab companies and commercial vehicles contact lists
- + Emergency contacts lists

Complaint Response Procedures

- + Customer service is paramount
- + Be receptive and polite
- + Advise patron, taxicab operator, commercial vehicle operator or other complainant that a **SP+** Supervisor will address the issue
- + Advise Supervisor by radio/cell phone
- + **SP+** policy is not to engage in conflicts, verbal or otherwise

Uniforms; Grooming; Photo Identification

A professional appearance is essential to being approachable and effective. "First Impressions Last!" **SP+** pays exhaustive attention to every detail associated with uniforms and grooming. Employees will be issued full uniforms at no cost.

- + Uniforms will consist of:
 - Shirts
 - Jacket
 - Rain gear
 - Slacks and shorts of proper length
 - Shoes (closed toe and black), socks and belt (black) are to be furnished by the employee
 - White undershirts only
 - Only **SP+** issued hats (not to be worn backwards)
 - Safety apparel must be worn at all times while on duty
 - Uniforms must be neat and clean. Employees are responsible for cleaning
 - Uniforms must be properly fitted and worn properly (e.g., shirts tucked-in, belt required, etc.)
 - Uniforms maybe worn at, to and from work only
 - Employees are responsible for lost or damaged uniforms
- + Grooming
 - Employees are to arrive at work with clean, combed hair and free of body odor; proper oral hygiene
 - Facial hair to be neatly trimmed
 - Conservative make-up only
 - Minimum jewelry only; no offensive tattoos or piercings; jewelry must be conservative and not interfere with duties
- + Photo Identification Badges

Airport and **SP+** issued identification badges are a required part of the **SP+** uniform and must be worn and clearly visible at all times (to be displayed on the outermost garment).

Shift Change / Time Clock Procedures

SP+ expects all employees to arrive on time, in uniform, and ready to start their shifts. In order to ensure sufficient staffing for the operation, employees are required to adhere to the **SP+** policy for call-offs and time off requests. The **SP+** Attendance Policy is fully described in the **SP+** Employee Handbook. Shift Change and Time Clock Procedures will be as follows:

- + Incoming Shift:
 - Arrive with adequate time to clock in and check post assignments
 - Properly clock in for shift utilizing the applicable device/system
 - Transition into shift duty without interruption to the operation
- + Outgoing Shift:
 - Ensure the post is properly maintained and ready for incoming shift, verifying that:
 - Stanchions, signage and support documentation are in place and available for the next shift
 - Facilities and surroundings are free of debris

- Do not leave post until incoming employee has arrived and is briefed
- Complete Shift Report
- Initiate/inquire administrative issues with Supervisor/Manager
- Properly clock out utilizing the applicable device/system

Return of Company Property

Upon separation of employment from **SP+**, employees must return to **SP+** all City and **SP+** property, including but not limited to uniforms, radios, cell phones, and identification badges.

SAT Discussion Issues

Pertinent issues to be discussed with City/Airport Staffs and incorporated as required in the Management and Operating Plan include, but are not limited to:

- + With respect to taxicabs:
 - Eligibility/registration requirements to provide services at SAT
 - State of Texas vehicle registrations
 - Airport permits
 - Decals
 - Transponders
 - Inspection standards
 - Meter standards
 - Requirements re: credit card acceptance
 - Insurance requirements and documentation
 - Hold lot areas and procedures
 - Agreements with Taxicab Companies
 - Registration of Drivers/hack licenses
 - Taxicab Driver training re: SAT rules and regulations (**SP+** can provide)
 - Trip Fees
 - Violations (minor and major)
 - Disciplinary procedures (notices, warnings, suspensions, revocations)
 - Virtual Holding Lot
 - Queuing
 - Do **SP+** personnel assist with baggage
- + With respect to TNCs
 - Eligibility/registration requirements to provide services at SAT
 - State of Texas vehicle registrations
 - Airport permits
 - Decals
 - Transponders
 - Inspection standards

- Hold lot areas and procedures
- Geo-fencing
- Trip fees
- Trip fee reporting
- Insurance requirements and documentation
- Agreements with TNC Companies
- Registration of Drivers
- Violations (minor and major)
- Disciplinary procedures (notices, warnings, suspensions, revocations)
- ✦ With respect to non-taxicab commercial vehicles
 - Eligibility/registration requirements to provide services at SAT
 - State of Texas vehicle registrations
 - Airport permits
 - Decals
 - Transponders
 - Inspection standards
 - Trip fees
 - Insurance requirements and documentation
 - Agreements with commercial vehicles companies
 - Registration of Drivers
 - Violations (minor and major)
 - Disciplinary procedures (notices, warnings, suspensions, revocations)

D. SHUTTLE BUS SERVICES

a. Describe Respondent's plan to provide shuttle bus services.

General Policies and Procedures

Conduct

- + **SP+** employees must provide safe, courteous and reliable service to all SAT shuttle patrons at all times
- + **SP+** employees must conduct themselves in a respectful and dignified manner at all times
- + **SP+** employees must serve as ambassadors for SAT and the Region
- + All vehicles must be operated and all services performed pursuant to all **SP+**, SAT, federal, state and local laws, rules, regulations, policies and procedures
- + Profanity will not be tolerated

Employee Information

Employees must provide **SP+** with any changes in their current addresses, telephone numbers, email addresses, etc.

Other Employment

- + Employees must notify Management if they are working or intend to accept additional employment with third parties and advise in writing of their third party work schedules
- + **SP+** will not be able to retain any employee whose outside activities (additional work, school, etc.) interferes with the employee's performance or if such activities will result in violation of laws, rules or regulations (e.g., less than 8 consecutive hours off in every 24 hour period)

Personal Appearance/Uniforms; Badges and Nameplates

- + **SP+** employees must project a proper image by being well groomed. Hair must be neat, cleaned, trimmed and, if long, tied so as not to fall in the employee's eyes. Extreme hairstyles and non-traditional hair colors or tints are considered inappropriate. Facial hair must be trimmed and neat. Excessive and extreme make-up, fingernails and/or other fashion accessories are prohibited (e.g., no lip or nose rings). Jewelry must be kept to a minimum and not present a safety hazard.
- + **SP+** employees who are required to wear uniforms must be attired in the authorized uniform while on duty. Uniforms must be neat, clean and worn properly (e.g., shirts tucked, belt required, etc.). Uniforms may be worn at, to and from work only.
- + Unprofessional or offensive conduct is not permitted while on duty or wearing an **SP+** uniform
- + Authorized/approved name badges are a required part of **SP+** uniforms and must be worn and clearly visible at all times (to be displayed on outermost garment)
- + If vehicle is so configured, Driver nameplates must be displayed at all times when operating vehicle

Solicitation

- + No solicitation of tips or gratuities
- + Employees may engage in (non-gratuity) solicitation on **SP+/Airport** property only during their non-working time (before or after work or during break and lunch periods). Permitted solicitation shall not interfere or disrupt **SP+** work.

- + Employees may distribute non-**SP+** written materials only during non-working time in non-working areas
- + Solicitation in connection with the sale of goods or services for profit is strictly prohibited on **SP+** and SAT premises
- + Solicitation or distribution of literature by non-employees on **SP+** SAT property is strictly prohibited

Gambling/Financial Transactions

- + Gambling (betting, including pools and raffles) is strictly prohibited
- + Financial transactions (borrowing or lending of money) between employees and **SP+** personnel in authority are prohibited

Smoking/Tobacco

Smoking and tobacco use are prohibited in all SAT Shuttle Bus Service and **SP+** vehicles and facilities (except in designated smoking areas).

Telephones

- + Office telephone lines are to be used for **SP+** and emergency purposes only. Office telephone numbers are not to be disclosed for any other reason.
- + Incoming telephone calls to **SP+** may be recorded (if recording equipment is to be utilized, employees will be notified)

On-Board Cameras

SP+ will utilize on-board bus cameras for safety, training and monitoring purposes.

Unauthorized Visitors, Passengers and Actions

- + Unauthorized persons are not permitted in **SP+** or SAT shuttle facilities or to ride in **SP+** operated vehicles
- + Employees riding in **SP+** operated vehicles must not interfere with the Driver on duty. If in **SP+** uniform, an employee/passenger must assist passengers as if on duty.

Safety/Customer Service Training

All employees are required to undertake quarterly paid safety/customer service training in addition to initial, requisite remedial and specialized training.

Reporting and Pre-Trip Policies and Procedures

- + Personal vehicles to be parked only in designated areas
- + Report for duty to Supervisor at the Operations Center (or other location as directed) as schedules dictate
- + Enter time-clock no earlier than five minutes before designated shift "Start-Time"
- + Read employee bulletin boards in the Operations Center
- + Supervisor to review Driver's fitness for duty:
 - Well groomed
 - In neat, clean full **SP+**-issued uniform
 - Have timepiece and pen
 - Have authorized ID badge displayed on outer garment

- Have valid Driver's License
- Have valid DOT Medical Card
- Have nameplate (for display in slot on shuttle bus, if so fitted)
- + Driver found not fit for duty will be given the opportunity to rectify issue(s) or be denied duty
- + Secure clipboard and requisite paperwork (Driver Shift Report reflecting date and shift) and supplies
- + Supervisor to assign vehicles. Driver must take assigned vehicle. If vehicle not available, Driver to advise Supervisor immediately.
- + Perform full Pre-Trip Inspection and other pre-shift procedures pursuant to **SP+** policies
 - Use wireless technology for DVIR Pre-Trip Inspection
 - In the event wireless technology is inoperable, utilize JJ Keller paper form
- + Confirm radio and other systems operating properly
- + Confirm vehicle adequately fueled/charged
- + If vehicle is not in acceptable operating condition, Driver to immediately notify Supervisor for reassignment
- + Radio to advise leaving staging area and proceeding to first pick-up point
- + Radio Supervisor to advise as to time beginning Route ("10-8" In-Service)
- + Relief Drivers must perform full Pre-Trip Inspection unless relieving while in-service when they must perform a visual "walk-around" inspection of the vehicle and report any deficiencies/issues to Supervisor

Vehicle Operations

Speed, Routes, Schedules, Passenger Counts and Control

- + Speed limits to be strictly obeyed
- + Drivers to follow prescribed Routes only. If detours are necessary, Drivers are to radio and receive permission and instructions from Supervisor re: alternate routing. Route deviations to be clearly and timely announced.
- + If on a paddle or time schedule, Driver not to depart stop before scheduled departure time
- + Notify Supervisor of delays of more than 5 minutes and reason therefor
- + Route delays to be immediately reported to Supervisor
- + Maintain Airport dictated headways and corresponding spacing
- + Supervisor to authorize use of "tripper" buses based upon passenger demand
- + Stage/dwell vehicles in designated areas only and for time as directed by Supervisor
- + Unless directed by Supervisor, no dwelling or staging at Terminal curbs or roadways
- + Driver and/or vehicle changes to occur at designated sites only
- + If applicable, furnish passengers with vehicle locator slips
- + If no (or malfunctioning) automated announcement system, Driver to timely and clearly announce all stops with corresponding information (e.g., Terminal, Airlines, Lot)
- + Utilize automated system to record passenger counts per one-way trip (if malfunctioning, use manual system)
- + Never leave vehicle unattended unless in authorized area while on authorized break after vehicle properly shut down and secured

- + Never agree to watch a passenger's baggage or allow passenger to leave his/her baggage on vehicle while he/she leaves vehicle other than momentarily

Housekeeping

- + Drivers to keep vehicles free of debris
- + No eating or drinking while operating vehicle
- + No unauthorized items on dash or in cockpit area

Loading, Unloading, Disabled Passengers and On-Board Safety

- + Vehicle in park while loading and unloading
- + Load and unload passengers at designated stops only (no courtesy stops)
- + Open all doors at all stops
- + Allow sufficient time for passengers to board
- + If requested, Driver to assist disabled (e.g., sight impaired) passengers with seating and maneuvering (into assigned spaces) and securing (using securing straps/devices) wheelchairs. Wheelchairs must be properly secured.
- + Use vehicle kneeling feature (if vehicle so equipped)
- + Use ramp or lift to assist disabled, challenged seniors and other passengers in need. If lift or kneeling feature/ramp is malfunctioning, radio Supervisor immediately and a substitute vehicle will be dispatched.
- + Service animals on leashes (or other restraints) assisting disabled or medically impaired passengers are permitted on vehicles. All other animals must be in cages. Aisles must remain clear.
- + If vehicle is loaded to capacity, notify Supervisor by radio immediately
- + Children may not be in strollers. Strollers must be folded and stored.
- + Bicycles, shopping carts, explosives and unlicensed weapons are prohibited on board vehicles
- + No passengers or baggage permitted forward of the caution line
- + If applicable, assist passengers with baggage
- + Assure all baggage is secure
- + Announce when departing a stop so as to allow passengers to be seated or grasp rails
- + Headlights and passenger area interior lights to be illuminated at all times while in service
- + No cell phone (or similar instrument) or headset use while operating vehicle (including during stops, dwelling, staging, etc.). **SP+** reserves the right to prohibit such devices from being carried on vehicles.
- + At end of shift, Driver to park vehicle in designated area, engage parking brake, check to assure no passengers on vehicle, sweep vehicle, collect all trash, check for seat damage, lights, etc.), collect lost items (to be delivered immediately to Supervisor) and complete Driver Shift Log and Post-Trip Inspection, including time final Route completed/vehicle going out-of-service

Radios

- + Two-way radios--system conversation only
- + Monitor volume
- + Utilize assigned radio frequency

Lost Articles

- + Radio immediately to report lost articles; specifically state whether a “bag” or “case” has been left
- + Handle lost items with care and security
- + **SP+** employees are not to open wallets, etc.
- + If bag, case or other potentially threatening article left on-board, Supervisor to immediately telephone Airport/Police
- + Supervisor will meet Driver to collect lost items and log them in Shift Report
- + Supervisor to follow **SP+** Lost and Found Procedures as dictated by the Airport
- + If weapons or narcotics are found, Driver to notify Supervisor immediately; Supervisor to contact Airport law enforcement

On-Board Disturbances, Illnesses, etc.

- + Driver to notify Supervisor immediately by radio of any on-board disturbances, illnesses, etc. Unruly passengers may be requested to de-board the vehicle, but only after vehicle is stopped in a safe location. If the offending passenger refuses to de-board, radio Supervisor immediately.
- + Driver should not physically confront or lay hands on a passenger or his/her belongings
- + Driver should not attempt to intervene in a fight between/among passengers. If necessary, Driver should stop the vehicle in safe location and open doors to allow passengers to de-board.

Mechanical Problems During Route

- + Driver to radio immediately to report mechanical problems effecting vehicle safety or performance
- + If possible, Driver should pull vehicle safely to side of roadway and not move vehicle. Driver should then:
 - Turn off engine and electrical devices
 - Turn on flashers
 - Set triangles
 - Check for smoke/fire (do not open engine compartment if fire suspected)
 - Evacuate all passengers if danger
 - Advise passengers of issue and that relief vehicle is on way if so advised by Supervisor
- + Supervisor to coordinate relief vehicle
- + Supervisor to immediately contact Maintenance

Breaks

- + Scheduled by Supervisor
- + Unscheduled breaks to be taken as needed, subject to service requirements

- + Breaks to be taken at Operations Center unless otherwise directed by Supervisor
- + Break time period must be respected
- + If Relief Driver assumes vehicle, must perform Pre-Trip Inspection “sweep”
- + Radio re: start and finish of break period
- + Advise Supervisor by radio
- + Unless emergency, no break or Route diversions while passengers on board
- + Subject to state laws and regulations and, if applicable, Collective Bargaining Agreement dictates

Meal Periods

- + Mandatory paid 30 minute meal period for any shift of five hours or more
- + Scheduled by Supervisor
- + Scheduled meal periods can be taken at Operations Center, but vehicles cannot be used and time period must be respected
- + If scheduled, Relief Driver to assume vehicle; must perform Pre-Trip Inspection “sweep”
- + Record meal period (starting and ending times) on Driver Shift Report; punch-in and punch-out on Time-Clock
- + Notify Supervisor at end of meal period that ready to re-enter service
- + Supervisor to confirm start time and first pick-up point
- + Subject to state laws and, if applicable, Collective Bargaining Agreement dictates

Post-Trip Procedures

- + Supervisor to advise when vehicle to go “Out-of-Service”
- + Record “Out-of-Service” time on Driver Shift Report
- + After last drop-off, proceed immediately and directly to Operations Center/vehicle lot
- + Park vehicle in designated “end-of-shift” parking area
- + Shut down all systems and lights, turn engine off, set parking brake
- + Walk through vehicle to check for passengers, left items and/or damage
- + Sweep vehicle and remove trash
- + Perform full Post-Trip Inspection pursuant to **SP+** procedures
- + Advise Supervisor of any significant operations, mechanical or body issues
- + Complete Driver Shift Report and deposit in designated bin in Operations Center
- + “Punch out” promptly using automated time-clock

Supervisor Control Plan – 24/7/365 coverage

Review Prior Shift

- + Discuss with the previous shift Supervisor any issues
- + Review Shift Reports covering previous shift

Vehicle Availability/Assignments

- + Determine vehicles available for service
- + Maintain Vehicle Out-of-Service Log

Drivers

- + Coordinate/assure full staffing (check-ins, no shows, holdovers, etc.)
 - Confirming scheduled Drivers
 - Utilizing Stand-by Drivers, if available
 - Extending current shift Drivers (subject to hours-of-service restrictions)
 - Starting following shift Drivers early
 - Calling in Drivers
- + Assign Drivers to vehicles
- + Review Drivers' fitness for duty
- + Schedule and implement meal periods and breaks/Relief Drivers
- + Record all call-offs, tardiness, vacations, etc.

Operations

- + Assure vehicle availability
- + Monitor fuel/charge levels and coordinate fueling/charging if necessary
- + "Gate-Check" to confirm
 - Pre-Trip Inspections complete and acceptable
 - Correct Route signage on vehicles
 - Lights on for safety
 - No visible cell phone or similar instrument
- + Utilize GPS and two-way radios to maintain headways, minimize passenger wait times, maintain proper vehicle spacing, direct staging and spacing, dispatch "tripper" vehicles, etc.
- + Handle accidents and incidents
- + Maintain Supervisor Shift Reports
- + Monitor radio traffic
- + Monitor GPS system

Monitoring and Reviews

- + Monitor vehicle appearance
- + Monitor vehicle pick-up, drop-off, staging, dwelling and parking areas
- + Perform periodic on-board ride checks
- + Perform periodic "trailing"
- + Participate in quarterly safety training
- + Perform annual Driver reviews
- + Coordinate "Mystery Rider" Program

Fueling and Cleaning Procedures

- + Personnel to be fully trained in all fueling and cleaning policies and procedures, including but not limited to dealing with fuel spills
- + Personnel to have in possession driver's license
- + Vehicles to be fueled and cleaned so as not to impact operations

- + Prepare fleet utilization schedule; fueling and cleaning to be performed only when vehicles are “Out-of-Service”
- + Interior of each vehicle to be cleaned daily
 - Sweeping
 - Surface cleaning
 - Vacuuming
 - Debris removal
 - Window cleaning
 - Sanitizing
- + Exterior of each vehicle to be washed as directed by SAT, but at least weekly; Wash Log to be maintained
- + Exterior windows to be cleaned daily
- + Personnel to record mileage and charge/fuel level in Log
- + Follow all policies and procedures, including:
 - Set parking brake
 - Vehicle in neutral
 - Engine off
 - Survey area for potential dangers
 - Verify correct fuel type or correct charging station; select correct grade if applicable
 - Fuel Log Sheet lists correct fuel types
 - Charging stations are properly designated/identified
 - Different vehicles use different fuel
 - With respect to non-electric vehicles
 - Do not leave fueling point while fueling in progress
 - Automatic fill can be used, but must be watched
 - No splashing, overflow or leakage; if so, stop immediately
 - Replace pump handle securely; verify no flow
 - When fueling completed, verify gauge reads 7/8 or higher
 - Check area to verify no leaks or spills; if so, immediately contact Supervisor
 - Complete Fuel Log

Accidents / Incidents

- + Stop the vehicle safely. Do not move the vehicle unless absolutely necessary
- + Determine if any passengers are hurt or need medical attention
- + Call Supervisor and report exact location and if medical attention is required
- + Remain calm
- + Assure the passengers that help is on the way
- + Secure the scene
- + Turn on four-way flashers
- + Set triangles
- + Secure names, phone numbers and addresses of every passenger on the vehicle using the “Emergency Data Form” in Accident Packet
- + Determine whether any third party involved in incident needs assistance

- + Do not give any statement regarding the incident to anyone other than Supervisor or law enforcement personnel
- + Present required information (driver's license, registration and insurance card) to the proper authorities upon request
- + Complete Accident/Incident Report

Complaints/Responses

- + Each patron complaint/concern will be taken seriously
- + Be receptive and polite
- + Advise patron that a Supervisor will address the issue
- + Advise Supervisor by radio
- + **SP+** policy is not to engage in verbal conflict
- + With the SAT approval, **SP+** will place in each vehicle signage routing the patron to a website dedicated to complaints, concerns, commendations or comments on the system
- + All inquiries and complaints will be personally addressed and the patron will receive a response within the mandated time
- + Complaint/Concern Log will be maintained reflecting each and every customer complaint/concern, including date, time, complainant information, notification (website, telephone, email, letter, etc.), location, Driver, bus number, Supervisor, investigator and action summary
- + Copies of such complaints, etc. and all **SP+** responses will be furnished to the Airport as required

Lost and Found Procedures

SP+ will follow the policies and procedures established by the Airport. Our Supervisors and Managers will assure that all such policies are communicated, understood and followed. They will be incorporated in all applicable training modules.

Quality Control / Assurance Programs

SP+ is dedicated to continually upgrading our operating systems, management policies and procedures, customer service programs and reporting procedures. Quality assurance is foremost and an integral part of every element of our operations. Quality assurance includes:

- + Management presence during all operating hours
- + Supervisors' on-the-road observations and assistance to assure vehicle spacing and passenger demand handling
- + Supervisors' continual monitoring through use of two-way radios and GPS technologies
- + Supervisors' timely handling of incidents, accidents and complaints
- + SmartDrive technology to monitor Drivers' actions and as training tool
- + Wireless technology for immediate, paperless Driver Vehicle Inspection Reports (DVIRs)
- + **SP+** Training Programs, including mandatory periodic (no less than quarterly) safety training and refresher training
- + Coordination with the Airport Staff, Police, Fire and Emergency Departments, etc. to prepare and refine emergency procedures including alternate route plans and pick-

up/drop-off points in the event of threatened acts of terrorism, fire/rescue, police/safety matters, severe weather, etc.

- + Weekly **SP+** staff meetings
- + Observation ride reports
- + Constant monitoring of traffic and road conditions
- + Mystery Rider Program
- + Key Performance Indicators (KPIs) compilation and reviews
- + Regular management reporting
- + **SP+**-mandated Transportation Operations Reviews (TORs)
- + Executive Management constant monitoring and frequent visits
- + **SP+** National, Regional and Local Support Groups intense involvement

Reporting

Accurate collection, compilation and reporting of key data are essential. Daily, weekly, monthly and annual reports will be generated pursuant to the requirements of the Airport's and **SP+**'s detailed policies and procedures. Each Report will be generated promptly and concisely. Among myriad Reports which we generate are:

- | | |
|--|------------------------------------|
| + Headway Report | + Daily Driver Shift Report |
| + Ridership Report | + Employee Turnover Report |
| + On-Time Performance Report | + Daily Bus Schedules |
| + Run-cuts | + Staffing Schedules |
| + Fleet Utilization Report | + Dispatch Logs |
| + Daily In-Service Hours Report | + Daily Supervisors Shift Report |
| + Daily Mileage Report | + Accidents/Incidents Report |
| + Service Feedback Summaries | + Complaint/Incident Report |
| + Personnel Report | + Annual Surveys |
| + Monthly Invoices | + Drivers Breaks Report |
| + Daily Random Vehicle Inspections | + Fuel Reports |
| + Bus Image (Washing) Report | + Bus Mileage/Engine Hours Report |
| + Preventive Maintenance Inspection Report | + Road Call Report |
| + Monthly Preventive Maintenance Report | + Monthly Road Call Summary Report |
| + Vehicle Repair History Report | + Parts Activity Report |
| + Component Spend Analysis Report | + Vehicle History File Audit |

We will work with the Airport Staff to customize our reporting forms.

Mystery Rider Program

SP+ will contract with an independent firm to perform "Mystery Riding" for the Shuttle Bus Service. Mystery Riders follow the pattern of a normal shuttle bus customer and are instructed to observe specific operational procedures and employee behaviors. Mystery Riders complete a series of questions designed to determine if customer service and driving procedures were followed according to the Airport's and **SP+**'s standards.

Fleet Maintenance Plan



To assure highest quality fleet management and maintenance services, **SP+**, through its dedicated vehicle maintenance division, **SP+ Fleet Services**, has engaged and will work in close concert with Penske. Penske's facility is located at 8021 NE Loop 410, San Antonio, which is seven miles from SAT.

SP+ Fleet Services' philosophy of vehicle maintenance promotes vehicle availability for service and reliability while in service. Our emphasis is on strict adherence to OEM preventive maintenance schedules, timely repair and failure analysis, and adjusting our program as vehicles age and operational conditions change to minimize vehicle downtime. **SP+ Fleet Services** will coordinate with Penske to establish all requisite preventive maintenance programs consistent with OEM standards and to actively schedule, monitor and report all maintenance activities.

Preventive maintenance and repair maintenance of all vehicles in the SAT fleet will be performed by Penske's trained and certified technicians in a highly professional manner in accordance with all applicable laws and regulations, OEM requirements, **SP+ Fleet Services** standards and any SAT specifications. Major components of our fleet maintenance process include:



1. Maintenance staffing and supervision necessary to maintain the fleet in a highly professional manner
2. Systematic preventive maintenance ("PMI") procedures and emergency road service and repair
3. Automated shop management systems to schedule work orders, track PMIs and monitor fleet performance
4. Ability to leverage national fleet discount programs for parts and tires, including a highly efficient parts inventory management process and manufacturer's warranty claim process where applicable

Maintenance Objectives

- + Ensure appropriate numbers of safe, clean, fueled vehicles are available for service
- + Perform PMIs at OEM and **SP+ Fleet Services**-prescribed intervals and ensure that any identified defects are repaired in a timely and acceptable fashion
- + Perform all stand-alone inspections (ADA, HVAC, etc.) at prescribed intervals
- + Reduce road calls through failure analysis and develop programs to address the causes of failures
- + Ensure that all bodywork is scheduled for repair within 30 days of discovery/occurrence, and that such repairs are completed in a timely and acceptable fashion
- + Ensure that maintenance personnel have all requisite equipment, tools, training and resources
- + Provide comprehensive fleet performance and maintenance-related reports to management

Preventive Maintenance Inspection Schedule

SP+ Fleet Services and Penske will establish a procedure for scheduling PMIs. This maintenance function is the most important element of our maintenance program. A properly

designed PMI Program enhances a vehicle's reliability and prolongs its useful life. The Base PMI Program incorporates three distinct components:

- + **SP+ Fleet Services** minimum standards, regardless of fleet type and makeup
- + Fleet-specific inspection requirements, based on OEM recommendations
- + Contractual/client-specified inspection requirements and other items as identified through operational experience

The Base PMI Program details the preventive maintenance to be performed and will be reviewed annually for modifications based upon the needs of the vehicles as they age. Fluid and filter change intervals will be based on OEM recommendations and local operating experience.

HVAC System PMI

Our plan requires a dedicated PMI schedule for the vehicle heating, ventilation, and air conditioning system (HVAC) that will be created based upon OEM recommendations, contractual requirements and/or operational considerations. Annually, **SP+ Fleet Services** will implement its HVAC Readiness Program to ensure that all air conditioning systems are prepared for seasonal requirements. No vehicle will be placed in service with an inoperative HVAC system, and no vehicle will remain in service after experiencing an HVAC system failure.

Wheelchair Ramp / Lift PMI

Our maintenance plan places particular emphasis on the care of wheelchair ramp/lift systems. Wheelchair ramp/lift systems likewise will have a dedicated PMI schedule in accordance with OEM recommendations, contractual guidelines and/or regulatory requirements.

Brakes

All vehicles must meet or exceed federal and state standards for braking efficiency. Testing will be performed at the following intervals:

- + Every 12 months or 24,000 miles (as part of the PMI), whichever occurs first
- + After any brake system work
- + Upon receipt of any Driver Vehicle Inspection Report (DVIR) brake-related complaint
- + Before a vehicle is returned to service after being out-of-service for 30 days or longer

Corrective / Unscheduled Maintenance

Vehicles receive corrective maintenance as a result of DVIRs, road calls/breakdowns, Quality Control Audits, PMI procedures or other defect notification processes. Reported defects are prioritized, repair orders are created and the vehicles are scheduled for repair accordingly. All repairs and scheduled work are recorded in the MMS and all corrective maintenance performed on contract vehicles is recorded chronologically in each vehicle's history file. **SP+ Fleet Services** and Penske will routinely review and analyze vehicle component failures in an effort to prevent future occurrences through modification of preventive maintenance procedures, targeted repair campaigns, and/or component replacement upgrades.

Tire Management

Tires are one of the most safety-critical components of a vehicle and as such require special consideration for inspection, maintenance and replacement. Minimally, the following criteria are to be enforced:

- + No vehicle is to enter service or be allowed to continue in service with tread depth readings of less than 4/32" on steer tires and 2/32" on drive tires
- + Recap tires are permitted for use on drive axle tire, unless prohibited by the operating contract. Recap tires are NEVER permitted on steer axle tires.
- + Tires are to be visually inspected before each and every scheduled run for signs of sidewall damage, irregular wear patterns, missing valve caps, and low inflation

Breakdowns and Road Calls

Our goal is to never have a vehicle fail while engaged in service. However, we know that despite our best efforts, such situations occasionally occur. When a vehicle experiences a failure in service, we have established specific procedures to minimize resulting service disruption and potential passenger inconvenience. Vehicle drivers will immediately contact their Supervisor to coordinate passenger retrieval and vehicle handling. Depending on the exact nature of the failure and circumstances, the vehicle may be repaired at the scene, towed back to our facility, or towed directly to the Penske facility.

Driver Vehicle Inspection Report

Pre-Trip and Post-Trip Inspections are regulatory requirements for all commercial vehicles and are performed daily. **SP+ Fleet Services** has developed a standardized procedure that meets these requirements utilizing wireless technology. Operator DVIR reports are actively monitored, reviewed, and logged, and any critical defects noted are repaired before a vehicle is again dispatched for revenue service.

Vehicle Out-of-Service Reporting

SP+ Fleet Services has developed a standardized procedure for determining out-of-service vehicles each morning and afternoon, and accounting for all fleet vehicles whether at our lot or our vendors' facilities. Vehicles unavailable for service or waiting for maintenance will be placed in a designated "Out-of-Service" area or identified with "Out-of-Service" signage. Vehicles are not to be used until released for service by the Facility Manager or other authorized management personnel. A Vehicle Service Status Report will be provided to appropriate personnel at least once daily. This Report will list all Out-of-Service vehicles, including any vehicles located off-site, and will also provide details regarding the nature of the problem with those vehicles and an ETA for return to service. Any vehicle listed as Out-of-Service must have an open repair order reflecting the required work.

Body and Appearance

SP+ Fleet Services recognizes that the vehicles in the fleet represent the first and last interface many customers will have with the airport, and quite often the only interface customers will have with our Company. As such, we take extraordinary steps to ensure that the entire fleet presents a professional and attractive appearance at all times.

Our inspection processes – Pre-Trip and Post-Trip Inspections, daily and weekly fluids and safety checks, scheduled PMIs, and our random inspections – all include a component for vehicle bodywork and graphics appearance. Our Managers and Supervisors routinely perform walk-around visual observations of vehicles in service, checking closely for signs of wear and tear, body damage and overall cleanliness. We have zero tolerance for graffiti and other vandalism; no vehicles will be operated in service once such defects are reported or discovered. Defects discovered through any of the aforementioned inspections will be promptly scheduled for repair.

Vehicle History Files / Records

In addition to the electronic vehicle recordkeeping maintained by Penske, **SP+ Fleet Services** will maintain full vehicle maintenance history records for all vehicles in accordance with Federal Motor Carrier Safety Administration (FMCSA) regulations in manila or brown folders. Each Vehicle History File jacket will contain individual colored folders labeled in the following order:

- + Vehicle number, make, model year, VIN, engine type, transmission type and tire size (listed separately on a Data Sheet attached inside front cover of jacket)
- + Record of PMIs performed with date and mileage (green folder), along with any associated repair orders
- + Repair orders associated with DVIR Pre-Trip and Post-Trip Inspection defects (yellow folder) including any other repairs performed while engaged in correcting these defects
- + Repair orders completed on all other work, including outside repairs and warranties (orange folder)
- + Copies of lubrication analysis reports (blue folder) (*where applicable*)

Items not listed above will be filed chronologically behind the blue folder. Hard copies of all vehicle records will be maintained in chronological order, with the most recent in front. Vehicle history will be maintained in an active 12-month rolling file. Removed files will be archived and maintained for the life of the vehicle plus 3 years from date of removal from service. However, contractual requirements may require a longer retention time.

Fleet Plan

After careful review of the existing SAT shuttle fleet, consideration of the current use of the vehicles, and assuming no unforeseen growth or major operational changes to the shuttle service as currently configured, **SP+** proposes the following fleet replacement plan:

Vehicle Number	Current Meter	VIN#	Description	First Replacement	Second Replacement
172216	114,201 miles	1FD4E4FS1GDC34397	2016 El Dorado Aero Tech E450	CY3	CY8
176017	85,631 miles	1FD4E4FS3HDC67015	2017 El Dorado Aero Tech E450	CY4	CY9
176817	83,402 miles	1FD4E4FS5HDC67016	2017 El Dorado Aero Tech E450	CY4	CY9
190816	83,259 miles	1FD4E4FS6GDC10967	2016 El Dorado Aero Tech E450	CY4	CY9
194915	114,427 miles	1FD4E4FS9FDA21972	2015 El Dorado Aero Tech E450	CY2	CY7
195015	126,169 miles	1FD4E4FS0FDA21973	2015 El Dorado Aero Tech E450	CY2	CY7
195115	120,172 miles	1FD4E4FS2FDA21974	2015 El Dorado Aero Tech E450	CY2	CY7
197616	107,305 miles	1FD4E4FS8GDC10968	2016 El Dorado Aero Tech E450	CY3	CY8
199516	102,051 miles	1FD4E4FSXGDC34396	2016 El Dorado Aero Tech E450	CY3	CY8

In order to meet SAT expectations and green initiatives, **SP+** is recommending replacement of the existing fleet with battery-electric buses (BEBs), as identified in our response. Despite their current range limitations, BEBs have far fewer mechanical wear and potential failure points, and as such, tend to have a lower maintenance cost per mile over their expected lifetime than their conventionally-powered counterparts. **SP+** recommends separating any electric infrastructure costs for charging stations and other support costs from vehicle acquisition planning, and would also recommend retaining at least three conventionally-powered vehicles of sufficient size,

capacity, and configuration, as a failsafe for operations in the event of electric infrastructure disruptions or periods of increased demand.

Technology Enhancements

Technology plays an integral role in the operation of safe and effective transportation systems. **SP+** will continue to partner with technology industry leaders to provide the most up-to-date technologies for the Shuttle Service at SAT. Our Technology Team includes: **Zonar Systems and SmartDrive**. These technology systems will be tailored to the Airport's needs.

Zonar Systems



Zonar's Electronic Vehicle Inspection Report System - EVIR® - ensures that drivers perform their daily Pre-Trip and Post-Trip Vehicle Inspections. This "verified" visual inspection system promotes more timely, accurate and efficient reporting of defects. Seamless integration with popular fleet maintenance software products further aids operational efficiency and regulatory compliance. Maintenance and supervisory personnel receive near real-time reporting of vehicle condition and location through a powerful, yet user-friendly web-based software application.

Another significant benefit of the EVIR® inspection system is the consistent and verifiable performance of the TSA-recommended visual security sweep for transit vehicles. In addition to the standard Pre-Trip and Post-Trip inspection configurations, a separate "security sweep" configuration can be incorporated to ensure performance of this critical task.

SmartDrive

SmartDrive is a technology-based program that provides the tools to identify and correct high-risk driving behavior *before* those behaviors lead to a crash. It enables users to effectively manage driving behavior by getting to the root cause of improper behavior which leads to incidents. SmartDrive provides video clips, with audio, anytime a vehicle encounters a high-risk situation or is involved in an unusual motion. The main technological component is an in-vehicle camera mounted on the windshield that collects triggered events caused from outside drivers that puts the driver at risk or by unusual motion that originated from the driver driving erratically.



SmartDrive promotes less aggressive driving by changing driver behavior while at the same time helping protect drivers and vehicles from the actions of non-professional drivers – providing an electronic record of the events of an incident and evidence of "no-fault" collisions.

E. RESPONDENT'S STAFFING

a. Provide Respondent's proposed organizational structure and the staffing levels to manage and conduct services outlined in this RFP.

i. Describe Respondent's proposed management structure. Identify key management staff and provide resumes.

SP+ will provide SAT with all resources necessary so that staffing levels and manager oversight are maintained at all times. We take great care to ensure customer demand and peak travel periods are the primary factors used to create employee work schedules. **SP+** continuously monitors and evaluates staffing schedules and recommends adjustments to maximize efficiencies and achieve cost savings from optimal utilization of automated technology.

Staffing levels for the exit plazas are determined by exiting traffic volume. We plan to staff all exit plazas during peak hours and constantly monitor automated lanes for proper operation. To provide exiting customers the best possible parking service, on-site management staff will maintain constant communication with Airport operations to prepare for unanticipated changes in traffic patterns, including possible flight delays, to maintain the highest levels of customer service at all times. Through our extensive staffing plan encompassing ingress and egress of traffic flow, **SP+** will maintain 24-hour supervision of the operation and all of the parking personnel.

Back Up Staffing, Employee Breaks and Shift Changes

Using a mix of full-time and part-time personnel along with a crew of part-time, on-call employees we will provide SAT operations with the necessary back up staffing to accommodate vacations, holidays, open shifts and peak periods throughout the year. As shifts become available, we will fill open shifts with part-time employees. During peak periods, temporary shifts will be added to the regular staffing schedules. Those temporary shifts will also be filled by the part-time employees. Once the peak period has passed, the temporary shifts will be discontinued and the part-time/on-call employees will revert back to their normal schedules.

All hourly staffing schedules that interface directly with customers and impact customer flow in and out of the facilities can include "floater" shifts to cover employees who are taking lunch breaks and restroom breaks. The floater will be assigned a permanent shift that will coincide with the scheduled breaks of the employees on the regular staffing schedule. As employees break for lunch, etc. the floater will move into that position and assume that employee's duties.

In order to ensure that the facilities are adequately staffed during shift changes, all staffing schedules will be created in a manner that provides for optimum coverage during these times. Individual shifts will be staggered so that employees are beginning and ending their workdays at different times. This will ensure that when one employee is ending his/her shift, another employee will be beginning a shift. It will also ensure that multiple employees are not ending their shifts at the same time, resulting in reduced service to the customer.

During peak periods throughout the year (typically Spring Break, Thanksgiving, and Christmas) **SP+** will provide additional supervision, cashiers, and drivers through the use of part-time employees, salaried personnel, and personnel who are cross-trained to perform multiple operational functions as needed to meet the demands.

Marshall Lamm is our proposed facility manager for SAT, however, we will provide an opportunity for the existing parking and shuttle operations manager to fill this role if desired. Marshall is the current Assistant facility Manager at our Austin-Bergstrom International Airport (AUS) parking and

shuttle operation. Marshall began at AUS in 2017 as the location Marketing Representative, and was promoted to Assistant Facility Manager in 2021. Marshall's resume follows.

Marshall Lamm – Proposed Facility Manager Resume

EXPERIENCE

SP Plus Corporation

2021 – Present

Assistant Facility Manager, Austin-Bergstrom International Airport

Responsibilities include daily management of location, client relations, client presentations, customer service, enforcing company safety and customer service policies, managing direct reports, SmartDrive coaching, training frontline staff, monitoring time cards, preparation of annual budget, location-specific operational knowledge, operating the PARCS system (SKIDATA).

***Transferable Skills:** Parking operations knowledge, client relations, company safety policies, preparing annual budget, PARCS system knowledge.*

SP Plus Corporation

2017 – 2021

Marketing Representative, Austin-Bergstrom International Airport

Responsibilities included digital advertising, social media management, social media advertising, graphic design, creating detailed reports, compiling data & analytics, formal presentations, creative problem solving, developing and implementing marketing strategies, in-person promotional events, email marketing, customer service.

***Transferable Skills:** Travel industry knowledge, digital advertising, graphic design, social media management, creative problem solving, communications skills, presentation skills, detailed reporting, and customer engagement.*

Bose Factory Store

2015 – 2017

Sales Specialist

Responsibilities include opening the storefront as the manager on duty, educating customers about products, recommending specific products to suit buyer needs, ordering store supplies, inventory management, and upholding the Bose selling strategies that were established by the company.

***Transferable Skills:** Sales experience, customer service, communications skills, creative problem solving.*

EDUCATION

BBA in Marketing at Texas State University + Minor in International Business

- ii. **Provide proposed job titles and staffing levels.**
- iii. **For each job title identified, provide proposed compensation range and associated benefits (retirement, medical, dental, vision, life insurance, disability insurance, wellness, leave and holidays, skills pay, tuition assistance, employee assistance program, etc.). Indicate the amount and percent of costs paid by Respondent and the employee for each individual benefit.**

Position	Weekly Hours	Annual Hours	First Year Pay Range	
Facility Manager	40	2,080	\$53.99	\$55.61
Asst. Facility Manager (x2)	80	4,160	\$28.37	\$29.22
Finance Manager	40	2,080	\$32.92	\$33.91
Marketing Manager	40	2,080	\$31.25	\$32.19
Supervisors	200	10,400	\$21.06	\$21.69
Administration Clerks	120	6,240	\$19.39	\$22.38
Transportation Inspector	120	6,240	\$19.08	\$19.65
Parking Enforcement Officers	519	26,988	\$18.00	\$18.54
Cashier/Ambassadors	741 + 448 Peak Hours	28,476	\$17.74	\$18.84
Shuttle Drivers	539 + 448 Peak Hours	29,568	\$18.87	\$19.44
Valet Manager	40	2,080	\$36.00	\$37.08
Valet Supervisors	80	4,160	\$17.75	\$18.28
Valet Attendants	400	20,800	\$13.75	\$14.16
Traffic Attendants	40	2,080	\$13.75	\$14.16

Please reference **Exhibit K** for the **Proposed Job Titles and Descriptions**. Additionally, please reference **Exhibit L** to review the **SP+ 2023 Hourly and Salaried Benefits Guides and Summary of Benefits for Jacobsen|Daniels**.

b. Describe Respondent's plan to recruit and hire existing City staff currently performing these operations.

SP+ will make every effort to onboard all current SAT parking and shuttle operations employees. If selected, **SP+** will interview all current employees as soon as possible, advertise and interview potential new employees thereafter, complete background checks and make employment offers two weeks prior to commencement and complete Company orientation and training the final week before the transition date. We have provided detailed information regarding our employee selection process, training programs and staffing plans throughout our proposal.

Key objectives include:

- + Notifying current staff
- + Sizing/issuing uniforms
- + PARCS training where needed
- + Development of employee schedules

With prior approval from the City, **SP+** will assign our proposed on-site Facility Manager, Marshall Lamm, to the SAT operation 3-4 weeks in advance of the commencement date. The additional time will allow him to assist with the hiring, scheduling, and training of the staff, participate in system training and become familiar with the facilities and operational requirements.

c. How will Respondent ensure quality staff are hired?

iCIMS – Automated Recruiting Solutions

The ICIMS applicant tracking system currently powers **SP+**'s automated online application process and provides our management team access to a broad pool of qualified candidates in a centralized candidate database. Frontline hourly applicants have the ability to apply 24/7 from anywhere with Internet access and have their applications stored in a centralized database, which enables local hiring managers to access and review their credentials in consideration of any opportunities at their locations.

Additionally, the ICIMS system is completely integrated with our background check and pre-employment testing process, allowing us to collect the necessary candidate data and consent required by our background check vendor to proceed with our pre-employment screening processes. Our recent decision to mandate the electronic storage of *all* candidate data in a single web-based system has streamlined former recruiting and hiring inefficiencies resulting from reliance on traditional paper-based processes, still being utilized in parts of the organization prior to the deployment of the ICIMS system. ICIMS is also integrated with a third-party job posting delivery service which enables us to cross-post our current job openings to multiple free- and paid-external job boards in a single transaction. This process greatly enhances the quality of hiring decisions and compliance with employment regulations.

SP+ has been very successful in implementing Employee Referral Programs to attract employees. If a current employee refers a candidate which successfully completes our rigorous pre-employment screening and a probationary period, the referring employee is given a cash referral bonus.

Interview

Interviews would take place at our SAT office and are conducted by the Facility Manager. The interview targets past experience, appearance and interfacing with the public. Using our standard Interview Guide equips the interviewer with questions to evaluate each candidate in order to make good selections.

DMV Check

A Department of Motor Vehicles check is critical, especially if employees will be driving customer vehicles and/or company vehicles. Semi-annual audits are completed on staff members that drive Company or Airport vehicles. Employees must notify the **SP+** Facility Manager of any major vehicle violation and a determination is made if the violation impacts their continued authority to drive a Company or Airport vehicle.

Background Checks

SP+ contracts with American Background Information Services to provide pre-employment background screening. The agency investigates the last seven years of every applicant's history. The applicant is checked against the local, state and national criminal database as well as the

national sex offender database. Verification of the applicant's social security number is also completed at this time.

Extent of Background Investigations

All **SP+** management personnel receive extensive training on utilization of recruiting resources, application screening and interviewing techniques. In addition, we complete mandatory pre-employment testing on every prospective new-hire prior to final selection.

Every applicant fills out an employment application used to screen and select persons for interviewing. The applicant's qualifications as shown on the employment application are compared to the job guidelines established by **SP+**.

Every candidate for employment must receive and successfully complete a criminal background check and pre-employment drug test prior to receiving an offer of employment.

Criminal Background Checks

The above-referenced background check performed by American Background Information Services review several important aspects of the applicant, including criminal record search, credit history, motor vehicle records search, education verification, employment verification and drug screening. The background check is performed on all prospective entry-level and management candidates. Results are accessed via the Internet or faxed directly to the requestor, within 72-96 hours of submitting a request.

SP+ has determined the following background checks to be appropriate based on the position being offered.

Non-Management Candidates

- + Criminal Record
- + Credit History
- + Motor Vehicle Record (if driving)

Management and Supervisory Candidates

- | | |
|--------------------------|-------------------------------------|
| + Criminal Record | + Motor Vehicle Record (if driving) |
| + Credit History | + Employment History Verification |
| + Education Verification | |

Pre-Employment Drug Tests

SP+ requires pre-employment drug testing of all candidates as the final step in the hiring process. Client approval may be required at some locations. The test consists of a standard 5-panel drug screen. American Background Information Services is also the vendor for pre-employment drug testing.

Reference Checks

SP+ verifies past employment. We train managers on methods to overcome and break through the tendency to provide dates and wage verifications alone.

Job Offer

After the applicant has satisfied all pre-screening tests, **SP+** will extend an offer for filling the position. Based on the applicant's needs, our company tries to fit the hours each person works with personal and family commitments. This practice goes a long way to ensuring a more satisfied, dedicated employee.

Filling Staff Vacancies

SP+ effectively markets open positions to the local labor market via our automated recruiting solution, iCIMS. iCIMS allows immediate communication with multiple free and paid jobs boards greatly enhancing the volume and quality of potential employees.

Nepotism Policy

SP+ has created a Nepotism policy to ensure employees understand if they work hard and succeed in their jobs, they will have an opportunity for growth and advancement. We recognize, however, this message is diluted if we allow an environment where family or close personal relationships within our employee ranks create the appearance of favoritism or conflicts of interest. Therefore, the hiring of relatives, friends, Airport employees and tenants is prohibited if employment would result in the creation of:

- + A supervisor/subordinate relationship between a relative and an employee.
- + A situation in which the related individuals work in the same operating location, regardless of where there is a direct or indirect reporting relationship.
- + A reporting relationship of any kind, whether direct or indirect, within the same administrative department.
- + An actual conflict of interest or the appearance of a conflict of interest. Generally, this bars the hiring or employment of an employee's relative in any position with an auditing or control relationship to the employee's job or where one has access to tickets and the other to cash or revenue, or where one has access to tickets or revenue and the other works in the office or where one is a valet and the other controls the distribution of keys.
- + A situation in which one employee verifies either a cash or ticket count or schedules the work of another employee *who is his relative*.

d. Describe initial and ongoing staff training to be provided by Respondent.

At **SP+**, we recognize the unique talent of our employees is our competitive advantage. Our frontline employees interact with customers daily and create a positive, memorable, customer experience. We value our team and create an atmosphere of service, integrity and respect. It is important we start new team members off on the right foot and they understand the Company expectations of their position as well as our customer service philosophy. **SP+** has created position specific training programs to ensure every employee will be properly prepared to implement their required tasks effectively and deliver each with service excellence.

Our Training Infrastructure



SP+ University™ is the face of our learning management system that not only houses and tracks our training content and users, it allows us to set up job specific curricula. This provides the employee a definitive learning path to not only master their current position but to also provide them with the path necessary to advance within the Company. **SP+ University** is available to our employees 24/7 so they are

able to get the training they need, when they need it. The platform's robust reporting features allow managers the ability to view the status of all completed training initiatives and respective evaluation scores as well as those courses currently in progress by the employee.

Our Programs

Along with our job specific curriculums, we offer several programs as required study for all employees of **SP+** including *Delivering World Class Customer Service* and *Customer Service 101*. Our dedication to excellence in customer service is a Companywide initiative created to ensure our frontline staff as well as our supporting office employees appreciate the importance of exceptional customer service and consistently demonstrate extraordinary customer service skills.

Preventing Workplace Harassment Training

All Employees must complete the Sexual Harassment Prevention training on their first day of employment with the Company. The training includes information and practical guidance regarding federal and state laws concerning the prohibition against, and the prevention and correction of sexual harassment and the remedies available to victims of sexual harassment. The training also includes practical examples of harassment, discrimination and retaliation, as well as information about preventing abusive conduct and harassment based on sexual orientation, gender identity and gender expression.

Diversity Awareness Training

Successful organizations like **SP+** recognize diversity can be a source of strength and innovation. This course raises awareness of the many benefits of an inclusive culture and provides employees with practical steps for recognizing their own personal biases, increasing their cultural competency and setting a positive example for treating everyone with respect.

Americans with Disabilities Act (ADA) Training

SP+ reviews the Americans with Disabilities Act with staff and identifies proper etiquette and services available to travelers with additional needs. We proactively train our staff on how to courteously and properly assist customers who may utilize support methods such as white canes, walking canes, walkers, manual wheelchairs or electric wheelchairs. If a customer chooses to decline our assistance with any support device, we graciously await their further request for assistance. **SP+ University** training courses review various scenarios and the appropriate response to each situation so our staff is ready to provide great service to every customer.

Training Manuals and Other Training Aids

SP+ will maintain a comprehensive Standard Operating and Procedures (SOP) Manual we will develop in conjunction with the Airport. **SP+** views an airport parking SOP Manual as a living document that is continuously reviewed, fine-tuned and updated as operating plans, industry technologies, Airport statutes, parking and customer services provided, and best practices change and evolve over time.

Training Plan for Parking Employees

Training Schedule

The **SP+** training period for newly hired team members is ongoing but may vary based upon the position. The first week encompasses a general orientation to our Company, the PIT location and to our service culture. Additionally, each employee is exposed to the specific tasks they are responsible for in their role at SAT. **SP+** reviews required tasks with each new employee using

the Tell, Show, Do and Review method for maximum learning retention. Secondly, new employees progress from job shadowing their trainer to practicing direct service delivery with internal and external customers. We test new employees on their job-specific task checklist to ensure they have successfully mastered each area. The employee continues to complete assigned **SP+ University** training courses in tandem with this face-to-face, site-specific training. Next, the employees are reverse shadowed by their **SP+** assigned coworker with multiple years' experience. The veteran employee observes the new hire for customer service delivery, accuracy in processes and procedures, and general completion of responsibilities. At the end of the training, the new hire completes any final testing requirements for their position. Lastly, the employee is in a stand-alone work environment, allowing the employee to work independently and to bring forth any additional questions or training gaps they may have about their training.

At the end of this training period, the trainer, supervisor and manager will provide feedback to the employee on their performance over the first 30 days of employment. At times, a new employee may still be struggling with mastering certain task requirements. If this situation arises, **SP+** will determine if re-training is needed or if progressive discipline should be applied to improve performance.

New Hire Onboarding

Starting an employee off on the right foot in a new position is critical to fully engaging staff and quickly enhancing their performance to deliver an engaging customer experience. Every **SP+** employee receives job-specific training to ensure they understand their specific-job requirements and the Company's expectation of their role. **SP+** has created employee training manuals specific to each position to facilitate the on-boarding of new staff. Each employee is also required to complete job-specific training in the **SP+ University** computer based training program prior to beginning work. The following is a sample of the required course work assigned to each new employee in the **SP+ University** platform:

- | | |
|-----------------------------------|---|
| + Customer Service 101 | + Delivering World Class Customer Service |
| + SP+ New Hire Orientation | + Information Security Awareness |
| + Code of Business Conduct | + Safety Fundamentals |
| + Leading the Way | + Preventing Workplace Harassment |
| + Proactive Customer Service | + Hazard Communication |

Monitoring Employee Performance

We augment our employee training program with a multi-faceted monitoring system designed to ensure satisfactory on-the-job performance. **SP+**'s reputation for excellence in on-site management and support office functions is built on a comprehensive, award-winning training methodology which identifies and develops the skills necessary to enable all of our staff, from frontline to support office employees, to exceed our already rigorous expectations. **SP+** is dedicated to the value and significance of employee training and realizes its positive correlation to professionalism and excellent customer-centric service.

Ongoing and Refresher Training

SP+ conducts comprehensive ongoing and refresher training programs. We provide paid mandatory quarterly training with subjects including but not limited to customer service, safe driving, diversity and sexual harassment prevention. Additionally, **SP+ University** offers many courses relating to operations and safety.

SP+'s reputation for excellence in on-site management and support office functions is built on a comprehensive training methodology which identifies and develops the skills necessary to enable all of our staff from frontline to support office employees to exceed our already rigorous expectations. **SP+** is dedicated to the value and significance of employee training and development and realizes its positive correlation to professionalism and excellent customer-centric service.

Throughout the year, all employees with customer-facing job functions, regardless of length of employment, undergo between four and eight classroom trainings to learn new skills, sharpen existing skills and are advised of updates to operations, policies and procedures. The following is a sampling of the required course work:

Annual Requirements	
+ Customer Service 101	+ First Observer Training
+ Code of Business Conduct	+ Safety Orientation
+ Information Security Awareness	+ Preventing Workplace Harassment
+ Bloodborne Pathogens	+ Hazard Communication

Job-Specific Training	
+ Proper Lifting Techniques	+ Supervisors Training
+ Motor Vehicle Safety	+ Vehicle Theft Prevention
+ Building High Performance Teams	+ Directing Traffic
+ Reporting Payroll	+ Properly Greeting Customers
+ Safety Overview	+ Communication & Collaboration
+ Conflict Intervention	+ Motivating Employees
+ Calming Upset Customers	+ Organizing Your Workstation

SAT First Training

SP+ recognizes each of our employees is not just an employee of a parking operator, but also a representative of the Airport who impacts each guest experience at SAT. Our service delivery is designed to be a seamless representation of SAT service from a passenger perspective. We look for ways to energize our staff – to proactively assist passengers with comprehensive needs, to enhance the Airport service experience, and to increase customer engagement.

SP+ benchmarked several of our airport locations searching for creative ways to enhance the passenger experience and take our training to the next level. Based on this work, our training team developed a site-specific training program called **AIRPORT First**. For SAT we propose a **SAT First** training program to be offered to staff that utilizes the elements of this highly effective and useful training.

SAT First will not only teach staff about parking options and services, but also provide education about amenities and service offerings at the Airport. Course content encompasses the Terminal, concessions, shopping and dining outlets, art exhibits and entertainment, passenger services, airport history, and directions to local venues. **SP+** staff will be able to share information about the entire airport campus and engage passengers about various aspects of the SAT travel

experience. The **SAT First** trainings are also great employee engagement tools, as knowledge contributes to a sense of pride in one's workplace and community.

Below are a few highlights of the proposed *SAT First* Training program.

- + Overview of the Airport campus
- + Familiarizing Passengers with Parking Facilities and Air Carriers
- + Food and Beverage selections (pre- and post-security)
- + Terminal Concessions and Shopping
- + Complimentary Amenities and Special Services
- + Other Terminal or Passenger Services
- + Nearby services such as hotels, gas stations and restaurants

Customer Assistance Training

A major portion of all new-hire and annual refresher training will be a thorough education of the layout of the SAT parking facility and terminal. **SP+** provides its employees with key information such as airline location, parking rates, and phone numbers to various airport departments and personnel. Associates are also trained to assist customers who have difficulty locating where they parked their vehicle. If a customer requests information that our employee cannot answer, they are trained to contact a supervisor or personally escort the customer to the parking office. **At no time may a patron be abandoned or passed off until the inquiry has been satisfied or the issue has been resolved.**

Training Plan for Ground Transportation Employees

SP+ tailors its Ground Transportation Management Program training for each airport it serves. Accordingly, training for the SAT Ground Transportation Management Program will be based upon our tested and highly effective model, modified to meet the unique requirements, standards and rules and regulations of SAT.

Continual training is the foundation for delivering exemplary customer service and allows us to better evaluate its resonance and effectiveness with the workforce. Results are measured through mystery shops, peer evaluations and on-site inspections, with positive behavior being rewarded and negative behavior identified and discussed with the employee, followed by re-training. If the desired results are still not achieved after a prescribed combination of time, additional consultation and training, we have successfully removed employees from the organization. Fortunately, however, this step has been minimally used as we constantly see the investment in training, coupled with personal intervention with the employee, typically produces a more motivated and engaged employee delivering a renewed and higher level of customer service.

Our Transition Period Training (and subsequent New Hire Training) will consist of numerous mandated modules (including, specifically, Customer Service Training) delivered both in the classroom and at point-of-service.

In addition to Transition Period and New Hire Training, our Training Program will include:

- + **Quarterly Customer Service/Safety Meetings** – Customer service and safety training curricula will be developed and delivered by our on-site SAT Management Team in

conjunction with our National Safety/Training Manager. Topics will be rotated and focused. Materials will be delivered in the classroom, at points-of-service and through computer-based training.

- + **Recurrent Training** – Recurrent training will focus on varying aspects of customer service, operational adjustments and enhancements and information dissemination (new or modified standards, rules, regulations, policies, procedures and guidelines, SAT and/or area information, etc.).
- + **Annual Refresher Training** – This pointed training will concentrate on communications between point-of-service Team Members and **SP+** Management.
- + **Incident Refresher Training** – This individual training will be required in response to specific incidents, concerted or repeated actions by an employee which are inconsistent with standards, rules, regulations, policies, procedures and guidelines.
- + **Continual Training** – Utilizing observations generated by our Management/Supervisors' monitoring and third-party Mystery Shopper Program, we will re-train subject employees as needed.

All **SP+** training programs are designed in pertinent part to convey and impart our highly valued culture of teamwork and inclusion. The vast majority of our training, both in and out of the classroom, is interactive. We expect and encourage employees to rely upon each other and to share concerns and suggestions. Our daily reporting protocol (Daily Shift Reports) mandate review and discussion between point-of-service personnel and Managers and between and among Managers.

SP+ will insure that our National Transportation Safety and Training Manager, Steve Sisson, is available to conduct authorized training sessions with operators from any and every stakeholder group, specifically taxicab operators. We will provide clear and concise guidance with respect to the standards, rules, regulations, policies, procedures and guidelines and mechanics of the applicable ground transportation systems, and to answer questions.

A **New Hire Training Program Matrix for Ground Transportation** is attached as **Exhibit M**.

Training Plan for Shuttle Employees

SP+ will utilize **SP+ Transportation's** comprehensive Operator Training Program which consists of intensive Classroom Training, Yard Training and Behind-the-Wheel Training. The Program is targeted and flexible so as to be utilized for New-Hire, Periodic and Refresher Training.

Road Test Certifications

Pursuant to DOT and **SP+** policies, each **SP+** Driver must pass a road test certification. This process enables **our** Supervisors to impart valuable knowledge regarding the Airport, customer service and operating policies and procedures (e.g. lost and found, re-routing for construction, etc.).

Ride-Alongs

A Supervisor accompanies each Driver on his/her route to observe and train in bus operations and customer service.

Trailing Observations

A Supervisor periodically follows each Driver in an unmarked vehicle to ascertain compliance with traffic laws, Airport and **SP+** rules, regulations, policies and procedures.

On-Going and Refresher Training

SP+ conducts comprehensive on-going and refresher training programs. We provide paid mandatory quarterly training with subjects including but not limited to customer service, safe driving, diversity and sexual harassment prevention. Our Drivers are subject to annual Driver performance evaluations, behind-the-wheel refresher and post-accident/incident training. The following is a sample list of courses:

Operations	Safety
<ul style="list-style-type: none"> + Supervisors Training Program + Discipline Policies and Procedures + Defensive Driving + Assisting Passengers + Distracted Driving + ADA + De-Escalation 	<ul style="list-style-type: none"> + Shuttle Passenger Safety + SmartDrive + Fatigue Management + Accident Cause, Prevention and Control + Proper Lifting Techniques + Wheelchair Services + Emergency Response + OSHA + Ergonomic Tips for Drivers + Cell Phone Driving – A National Danger + Bloodborne Pathogens + Robbery Procedures
Employee Relations	
<ul style="list-style-type: none"> + Non-Harassment and Diversity + Sexual Harassment Prevention + Code of Business Conduct 	

Monitoring and Evaluating Employee Performance

We augment our Training Program with a multi-faceted monitoring system designed to ensure satisfactory on-the-job performance. Compliance reports are circulated and reviewed to ensure training standards are maintained.

Attached as **Exhibit N** is our **Shuttle Training Program Syllabus**.

Management and Supervisor Training

SP+ provides managerial and supervisory training. Enhancing these core skills improves overall performance as well as staff cohesiveness and professionalism:

- | | |
|-------------------------|---|
| + Customer Relations | + Communication Skills |
| + Teamwork | + Diversity and Sensitivity |
| + Leadership Skills | + Reasonable Suspicion (Drug and Alcohol) |
| + Computer Skills | + Accident Investigation |
| + Effective Supervision | |

New Manager Academy

The New Manager Academy focused on training new Facility Managers is a comprehensive blended program utilizing instructor-led, web-based and individualized instruction to educate new and current facility managers on proper facility operating procedures, which not only comply with our stringent internal audit policies processes but also comply with the requirements of Sarbanes-Oxley. The rigorous program requires each participant to complete approximately six hours of web-based pre-work in order to prepare for the intense instructor-led portion of the training.

All new Facility Managers attend the instructor-led portion of the program as a group, to not only solidify the content conveyed in the pre-work but to also offer the participants a chance to collaboratively discuss and learn from each other's experiences.

Upon completion of the program, the participants are continually evaluated by utilizing realistic scenarios to ensure retention and application of the processes, procedures, policies and skills imparted during the training and are being applied and implemented at each facility. Some of the topics covered in the Facility Manager Training include, but are not limited to the following:

- | | |
|-------------------------------------|--|
| + Facility Manager Job Plan | + Monthly Accounts Receivable |
| + Cleared Transactions | + Key Card Audits |
| + Manual Tickets | + AS-400 Overview & Queries |
| + Exception Tickets | + Honor Box Operations |
| + Shift Report | + Mystery Shopper Program |
| + Ticket-to-Tape Audit | + Operations Standards Reference Guide |
| + Underrings and Overrings | + Interviewing |
| + Cash Over/Short | + Controlling Labor Costs |
| + Validations to be Billed Programs | + Reporting Payroll |
| + Coupon Administrator Program | + Discipline Policies |
| + Ingress & Egress Reports | + Non-Harassment & Diversity |
| + Segregation of Duties | + Safety Procedures |

The Airport Division Development Institute (ADDI)

ADDI is a program that develops management and supervisory team members specifically based in airport operations. ADDI provides a leadership toolkit that supports and continually enhances our team's success by sharing our unique understanding of airport parking and transportation products, processes and operational standards. Participants will learn how **SP+** excels in contract execution at airport-based operations and how we leverage this strength to support our brands continued success and relevance in today's airport market.

ADDI is a virtual program where participants attend live group meetings weekly supplemented by one-on-one development sessions with their managers on-site over a 16-week period. The program is facilitated by the **SP+ Airport Services** senior leadership team and subject matter experts from the Chicago Support Office to provide tactics to achieve business results in the airport specific market.

e. Describe Respondent's employee safety plan.

Threats at Airports are Serious, Real and Evolving

"San Antonio airport shooting suspect had lengthy criminal record, no history of violent offenses."

"Police Officer Stabbed in Confrontation at San Francisco Airport"

"Fort Lauderdale Airport Suspect 'Came Here Specifically' to Attack, FBI says"

Unfortunately, the above headlines from recent years underscore the real threats impacting our society and closer to home, our airports. No airport, regardless of size, is immune from this unfortunate threat. While it is easy to take for granted historical periods of no incidents, our employees are reminded of the real need to remain vigilant. Our **SP+** personnel at SAT will not be armed and are trained to not be heroic or put their own or anyone's personal safety in jeopardy. Instead, staff is trained to immediately notify the proper authorities and mentally or physically take note of all descriptive features, including clothing (type and color) and identifying features such as hair color and length, tattoos, body piercings, and the like. If the threat is in a moving vehicle (i.e., a customer has sped through and broken a barrier gate), staff is trained to note vehicle description, license plate and last known direction of the vehicle. Accurate and descriptive details are what most assist local police.

Emerging or New Threats to All Airports

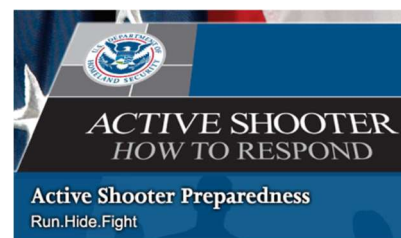
The dangers to an airport environment are ever changing, quickly evolving and often can be more subtle than the aggressive acts of an active shooter or a deranged individual. Through relationships with airport officials and on-site and local law enforcement, **SP+** is promptly informed of new perils. Armed with this information, we develop new and specific training for our entire staff. For example, human trafficking is a real and growing international issue and airports can serve as transfer or connecting points for many victims.

As President and Founder of Airline Ambassadors Nancy Rivard stated, *"...the vast majority of human trafficking is made possible through the airline industry. Airport and airline employees play a vital role in tackling the issue by being our eyes and ears to identify and report suspected trafficking activity."*

Using both internal and airport industry-provided training materials, including the adjacent tip card, **SP+** ensures our entire workforce is educated on emerging threats to airports. Having an informed staff trained to spot signs of victims, and what to do if they notice them, is critical to ensuring the most vulnerable guest at SAT is recognized.

Active Shooter Training

As the parking operator at both Los Angeles and Fort Lauderdale International Airports when an active shooter resulted in a single and multiple fatalities, respectively, **SP+** is familiar with this tragic reality. The majority of **SP+** airport employees undergo mandatory and annual training sponsored by the Transportation Security Agency (TSA). **SP+**, however, understands this 10-minute video course truly requires frequent discussions and additional training to ensure staff is as prepared as possible. While it is understandable someone may panic during a shooting, recurrent training and discussions can have life-saving effects for our staff and guests.



To achieve an “instinctive” reaction by staff should a shooting event occur, **SP+** reiterates the mandate to “run, hide, fight” as directed by the TSA. We discuss the realities of an active shooter through lessons learned from the above and other airport-related incidents. Importantly, we also intentionally make the training personal. **SP+** Management is known to stop an employee performing his or her duties at a workstation and “activate” a shooting event. The employee is advised where the assailant is located and quizzed on the employee’s next move. If the employee elects to run, we ask specifically where to and why. If the employee chooses to hide, we ask what steps were taken once inside shelter, including turning off or muting the volume on a mobile phone to not alert the shooter of the employee’s presence. Finally, we address in both classroom and on-the-spot training what to do if the only option is the last resort – to fight.

One of the unfortunate lessons learned at Airports we operate is despite real-life events and a constant streaming of workplace violence employees often believe it will not happen at their worksite. Using personal stories, coupled with a constant focus through classroom and safety training, best prepares our **SP+** staff to take appropriate steps that just may save their own lives, the lives of their co-workers and our guests.

Robbery and Theft

SP+ employees are trained to not resist a robber and to cooperate fully with any demands. Employees make an attempt to memorize details about the robber that will be helpful in apprehending or identifying the assailant (i.e., height, color of hair and skin, body markings like tattoos, etc.). The San Antonio Police will be called as soon as safely possible, and will be provided with as much information as possible, including descriptions of the automobile and driver and direction of travel from the Airport. Crime claims involve employee dishonesty, robbery, burglary, theft, or forgery. Company policy dictates all theft, including employee theft, is to be reported to the police.

All frontline employees are required to complete the Robbery Procedures training module on **SP+**’s online **SP+ University** training website. This computer-based training course reviews what to do in the case of robbery or violent act and helps prepare the employee to better cope and react in these stressful situations.

Fire Event

It is important all employees know our first concern and priority is their safety and the security of our customers. Safety of persons is paramount and must take priority above any property concerns. A fire may be noticed and reported in several ways. If it is a car fire in the parking garage, it may be noticed by a customer before an employee.

The **Table of Contents to SP+’s Emergency Action Plan** is attached as **Exhibit O**.

Safe and Sanitary Conditions

All Airport parking facilities will be kept in safe, sanitary, and top operating condition thereby providing a healthy environment for SAT’s guests, employees, and tenants. As the first and one of the last impressions a visitor may have of the SAT, the appearance of the parking facilities is vitally important. Ensuring the cleanliness of a facility is not diminished due to the lack of upkeep is a basic but imperative objective. Well-maintained parking facilities not only establish a positive customer impression of the parking facilities but also help minimize liability claims. **SP+** will

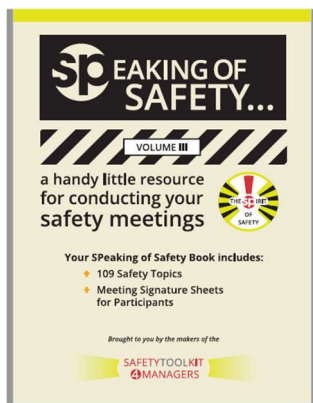
continue to provide a dedicated, well-trained staff with experienced managerial oversight to keep the SAT Parking Facilities clean and systems running at peak efficiency.

Annual Location Risk Management Plan

Each year, **SP+** tasks our location Facility Management with the development of an annual risk management plan. The goal of the plan is to identify inherent risks in the operation and environment, and consistently utilize monthly safety meetings with front-line staff to ensure these risks are top of mind among our associates. As **SP+** employees, we share the joint responsibility of managing risk and maintaining a safe work environment prioritizing safety for our customers, clients, and employees.

Safety Training

Maintaining the desired image of airport properties begins with skilled professionals trained to meet our clients' commitment to excellence. The training programs of **SP+ University** prepare our team to care for SAT's facilities as if they were their own. Training modules developed specifically for facility staff ensure operational and safety compliance. Examples of specified training courses required of each member of our staff include but are not limited to:



- + Heat Illness Prevention
- + Common Bug Bites
- + Proper Lifting Techniques
- + OSHA – Compliance Forms and Inspections
- + New Hire Maintenance Fundamentals
- + 3 Keys to Customer Satisfaction
- + Winter Weather Preparedness
- + Gate Arm Safety
- + Slips, Trips, and Falls
- + Electrical Hazards

- f. One assumption of this RFP is that as volume grows, the unit costs will decrease through economies of scale and automation and a related decrease in labor. Address how the respondent would redeploy personnel if their position were no longer necessary.**

Typical of employee retention mandates at airport transitions, with successful background checks, continued employment will be offered to all current City employees. Under Attachment A – Part Three, General Requirements, Operational Approach, Paragraph 3.f, **SP+** discusses how we prefer to convert Cashiers to Ambassadors to create a more customer centric and flexible employee. Within this same section, we also discussed how we believe a number of current cashier hours can be redeployed as BAGS employees should SAT choose to initiate the Remote Airline Check-in service. In the same section, see paragraph “m,” we discuss **SP+**'s current Commercial Operations in San Antonio, including:

- + La Cantera Resort – A high-end luxury resort
- + Market St Garage – A large commercial garage in downtown
- + Riverbend Garage – A large commercial garage in downtown
- + Main St Lot – A large commercial lot adjacent to the Alamo

- + 3rd St Lot – A large commercial lot adjacent to the Majestic
- + UTSA – **SP+** operates all UTSA lots for downtown events, primarily Fiesta

Should the required labor at SAT decrease through economies of scale and automation, any redundant employee who could not be redeployed in another position within Airport operation, could be offered a transfer to our Commercial Operations. Further, due to our size and scope, an employee wishing to do so can apply with any **SP+** operation throughout the region or company. It is common for even hourly employees to transfer from one airport (or one city) to another.

Finally, post-Covid, even in those operations where automation has reduced the number of needed positions, it is rare to find an operation with surplus employees. Through the normal course of business, when these staffing reductions are on the horizon, we have been successful in right sizing our operations through normal employee attrition. This prevents the stress of an unknown employment future from affecting the remaining staff.

- g. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work (sanantonio.gov) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.**

According to the City of San Antonio Workforce Development Office website, San Antonio voters in 2020 overwhelmingly approved the \$200 million Ready to Work program, which is funded by a 1/8-cent sales tax. Our SAT management team will proactively work with the City's Workforce Development Office to incorporate the components and principles of the City's Ready to Work plan into our hiring strategy.

We have similar relevant experience at a number of airport locations across the country that take advantage of local and regional employment programs. We look forward to offering opportunities for employment to currently unemployed San Antonio residents, or residents that are employed in low-paying positions. Our training programs provide a great opportunity for all potential employees to improve work skills and abilities in the dynamic SAT airport environment.

F. CUSTOMER SERVICE AND ASSISTANCE

- a. Describe Respondent's plan to provide customer service on 24/7/365 basis. Plan should include location of facility, staffing levels, communication channels with customers and City staff, and services to be provided.**

Customer Service Policy and Philosophy

Throughout our nearly 70 years of serving America's airports, **SP+** has pursued an unwavering philosophy – provide world class customer service! This service excellence goal permeates and drives our culture. It is our mission and the root of our success. Our goal is to provide the best possible service to the traveling public through achieving successful customer transactions. Some of the many variables included in achieving successful customer transactions include the following:

- + Maintaining a secure/clean environment
- + Providing fast/courteous service
- + Offering parking options
- + Providing adequate signage/way-finding
- + Providing sufficient instruction and customer support for use of automated equipment
- + Offering customer amenities/vehicle assist services

Each component of our business plan, be it broad or narrow, highly visible or quietly supportive, is based upon placing qualified and trained personnel in positions, with appropriate resources and tools, to perform clearly defined and structured tasks in order to deliver timely, courteous, efficient and memorable service. Superior service and corresponding customer satisfaction are attained through the confluence of coordinated policies, programs and plans. As a foundation, motivated employees must be recruited, screened, qualified and trained. Customer service training is a key module of our base training curriculum.

Delivering World Class Customer Service

Everyone working at the airport always makes it their business to help all airport customers with empathy and dignity. Selecting staff who have a service mentality and a friendly, helpful demeanor is vital. Once hired, these talented staff members require continual engagement and investment to ensure they keep this friendly demeanor and positive service attitude.

One part of driving the world class service attitude with employees is consistent recognition and motivation of staff who deliver service excellence.

Customer Service Training

Our employees are required to continually update their customer service knowledge, skills and techniques by completing at least one refresher customer service training course per year to ensure their skillset is continually enhanced. The World Class Customer Service Training Program and Customer Service 101 and 102 are just a few examples of the annual customer service fundamentals training courses offered through **SP+ University**.

Customer Service Training Courses

- | | |
|---|---------------------------------|
| + Delivering World Class Customer Service | + Five Diamond Customer Service |
| + What Is Exceptional Customer Service | + Calming Upset Customers |
| + Customer Service 101 | + Customer Service 102 |
| + Creating Winning First Impressions | + Overcoming Bad Moods |
| + Using Professional Grammar at Work | + Engage Me |
| + VISIT Behaviors for Service Excellence | + Team Work |
| + Creating Service Superstars | + Telephone Skills |
| + Uniforms and Professional Appearance | + Avoid Negative Perceptions |
| + Providing Proactive Customer Service | + Effective Listening Skills |

SP+ University not only houses and tracks our training content and users, but also allows us to set up job-specific curricula. This provides every employee a definitive learning path to not only master his/her current position, but to also provide the path necessary to advance within our organization.

Moreover, superior customer service also requires the identification and application of objectively measurable and realistically attainable service performance standards. **SP+** will work closely with Airport Staff to establish and meet performance goals.

Shuttle Specific Customer Service Training

Included among the core elements of our Customer Service Training Program are:

- + **Assistance with Loading/Unloading Baggage** – **SP+** Drivers, Supervisors and Managers will assist passengers with the loading and unloading.
- + **Announcements** - In the event automated announcements do not function for any reason, Drivers will make announcements using the public address system.
- + **Information** – Drivers will be educated so as to be able provide to passengers with important information regarding the the Airport, airlines, parking and the Providence area.
- + **Monitoring for Safety and Efficiency** – **SP+** Supervisors and Managers will be present during all peak hours to assure the safety of passengers.
- + **On-Board Safety** – Drivers will assure that passengers are seated and, if standing, are using handrails and behind the “yellow” line before moving the vehicle. Drivers will assure that all baggage is properly stored and does not impede doorways and aisles for safety purposes.
- + **No Excessive Idling** – Drivers will be trained to avoid excessive idling in order to minimize harmful exhaust fumes in loading/unloading/dwelling areas.
- + **Designated Stops Only** – Passengers are to be dropped off only at designated stops unless obstructed by curb inaccessibility.
- + **Emergencies** – Drivers will be thoroughly trained in procedures for the handling of various emergencies, including vehicle maneuvering, passenger directions and assistance and communications.

- + **ADA Sensitivity Training** – **SP+**'s Training Program has a dedicated module on Passengers with Disabilities. All **SP+** Drivers and Supervisors are required to be trained in proper wheelchair procedures.
 - Pre-Trip Inspections will insure that all components of ramp/lift systems are functional. All wheelchair straps and passenger restraints will be checked.
 - When moving passengers in wheelchairs, our employees will maintain physical contact with the wheelchair at all times and must lock the wheelchair brakes before removing their hands from the wheelchair.
 - All wheelchairs must be securely tied down before the vehicle can move.

SP+ VISIT Behaviors for Service Excellence

Customer service begins on day one with our **SP+ VISIT** Behaviors for Service Excellence training program. This course emphasizes facility and employee appearance, constructive customer relations and positive resolution of customer inquiries and issues. *VISIT* Behaviors for Service Excellence is a fundamental basic of customer service at **SP+**. Using the *VISIT* model, our employees will learn the basics of making sure a customer's experience is world class versus great. It is not enough to attract customers to a location, we seek lasting retention and a bonded relationship to achieve and retain successful business.

- + **Vigilance** – Employee learn the importance of readiness and maintaining a professional appearance both personally and within the facility or office.
- + **Introductions** – Introductions and Greetings. *VISIT* enforces the importance of warmly greeting customers, introducing oneself, and how to communicate in a polite and professional manner.
- + **Safety** – Safety at all times. Reviewing the need to reduce risk and prevent hazards in your work area before they occur.
- + **Identify** – Identify additional needs. Employees who interact with parking customers are encouraged to think about each customer's needs and to provide anticipatory service ensuring all interactions always proceed smoothly.
- + **Thank You** – After every interaction, employees learn to always say "Thank You!" The importance of saying good-bye with a sincere thank you and request to come again.

When employees demonstrate the **SP+ VISIT** behaviors they create an exceptional customer experience for Airport travelers and deliver a "WOW" factor to create a lasting impression with airport patrons.

We require all of our employees to be neatly uniformed and well-groomed at all times. Experience has demonstrated that proper attire and grooming also serve to enhance employee performance. Supervisors and leadership staff monitor staff daily to ensure a professional presence from all employees to support every aspects of delivering a world class customer experience.

Our customary uniform consists of a red or white shirt with a black blazer/jacket for cooler temperaments, khaki or black slacks and black shoes. We frequently work with our clients to create uniforms that are specifically designed and tailored to be consistent with a property's distinctive logo, colors and design scheme.



Quality Assurance

A critical element in measuring and ensuring the delivery of excellence in customer service is the ongoing review of employee service execution, consistent recognition of high performance, and providing corrective feedback and retraining where gaps in performance exist. **SP+** has incorporated all of the below listed quality control measurement practices at our Airports.

Monitoring Employee Performance – We augment our employee training program with a multi-faceted monitoring system designed to ensure satisfactory on-the-job performance. **SP+**'s reputation for excellence in on-site management and support office functions is built on a comprehensive, award-winning training methodology which identifies and develops the skills necessary to enable all of our staff, from frontline to support office employees, to exceed our already rigorous expectations. **SP+** is dedicated to the value and significance of employee training and realizes its positive correlation to professionalism and excellent customer-centric service.

Feedback on Daily Operations – One of the best ways we motivate and maintain our standard on performance at these locations is through consistent and effective observation and communications programs that provide our team members key information that will help enable them to succeed in their current roles.

Supervisors and managers perform timely service observations, facility inspections, and safety inspections throughout the day to assure all areas of the operation are running smoothly and areas requiring attention are prioritized, with schedules adjusted and adapted accordingly. This process has evolved over time and has settled into a routine that makes for the least amount of disruption for travelers and employees.

Corrective Coaching

Disciplinary Action Leading to Demotion or Dismissal – When an employee fails to perform work duties to established standards of performance or behaves improperly it is necessary to take actions to correct the problem. For some violations, including but not limited to, absenteeism, poor work quality or disobeying a work regulation or rule, improper conduct may be addressed progressively through verbal warning, written warning, suspension, and ultimately termination. If behavior modification does not occur throughout the progressive discipline process, an employee may be suspended pending investigation until further information is gathered. In cases where

discipline is necessary, the following actions should be followed (the circumstances of each situation will be taken into consideration):

Verbal Warning – Violations will be discussed with the employee and they will be told the behavior modification required and the consequences of further violations (this is often accompanied by written documentation).

Written Warning – Violations will be recorded and explained to the employee. They will be given a copy of the written warning and will be requested to sign the written warning (or separate acknowledgment form) to acknowledge receipt.

Suspension – A manager may put an employee on leave without pay for disciplinary purposes. This should be done in writing. Employees may also be placed on suspension pending an investigation of a violation that, if founded, may result in termination.

As previously stated **SP+**'s reputation for excellence in on-site management and support office functions are built on a comprehensive, award-winning training methodology which identifies and develops the skills necessary to enable all of our staff from frontline to support office employees to exceed our already rigorous expectations. **SP+** is dedicated to the value and significance of employee training and development and realizes its positive correlation to consistency, professionalism and excellent customer-centric service.

Managing Customer Queues, Monitoring and Adjusting Staffing Levels

Nothing is more frustrating than returning home after a long flight, waiting for luggage to be delivered, trudging back to your vehicle and then having to wait at the exit plaza in a long line of vehicles. Exit queues can be the result of a number of factors. Traffic from delayed flights, staffing shortages, technology issues, poor signage and/or traffic directing can all result in queues at the exit plaza generating a frustration about the Airport and its parking operation.

Successful Parking Operators like **SP+** are keenly aware of flight information at all times. Information available from FIDS monitors, the airport website or calls to Airport Operations is key to making in the moment staffing adjustments. Employees can be held over into the next shift, breaks/lunches can be postponed and resources from other departments can be temporarily reallocated to ensure a quick and easy exit for customers during a peak rush. **SP+** promotes cross training across employee functions to provide temporary back-up staff for vacations, illness or peak traffic patterns.

Additionally, the proper training of the front line staff to quickly identify and report traffic patterns or PARCS equipment issues assists in staying ahead of traffic queues. Staff stationed at exit plazas can assist with controlling the “herding” that typically occurs as vehicles tend to follow those directly in front of them rather than spreading out to other available exit lanes.

Often times, customers, especially those who do not frequent the Airport regularly, are unaware of the multiple new technologies that exist in place allowing for a quick entry into or exit from Airports. Informational brochures that describe the features of modern parking systems can be distributed at entries and exits. These do a good job of educating parking customers on the various technologies/payment options, thus reducing the queues at staffed lanes during peak traffic patterns.

Managers and supervisors are trained to make exiting traffic the primary objective during their shift. All other projects are put on hold to address queues that develop at the parking exit plaza. This is a top priority!

Responding to Customer Concerns

SP+ is dedicated to providing the best service at all times. Unfortunately, there will be situations when the customer's experience is not satisfactory. There are many reasons why a customer may have a complaint about their parking experience: parking fees were higher than expected; damage to their vehicle while parked in our facility; difficulty working with technology, an employee who was unprofessional in either attitude or communication. These experiences all leave a poor impression on the customer, any of which could result in the customer looking for alternate options on their next trip. Thus, it is imperative that concerns are addressed quickly and investigated fully.

While final resolution may take longer than expected, such as repairing vehicle damage due to a gate arm malfunction, all complaints are addressed by local senior management within 24 hours, either by phone or in writing. Employees, customers and witnesses, if any, are interviewed to ensure that as much information as possible is gathered during the investigation stage. Once the fact finding stage is completed, the customer is personally contacted with the details of the final resolution. While it may not always be possible to settle every complaint in the manner in which the customer wishes (refunds or payment on certain damage claims, for instance), customers are often satisfied just knowing that someone in authority was genuinely listening and that some action was taken to address the situation.

Comments are forwarded to the Airport for review. Complaints that are deemed more serious in nature (vandalism, theft, suspicious items, etc.) are reported as occurred or within 24 hours of **SP+**'s knowledge thereof.

SP+ works with each Airport client to develop a site specific policy for the most common customer service issues, based on both our corporate philosophy and the Client's vision, without compromising controls and fundamentals. These may include, but are not limited to:

- + Parking Rates
- + Damage Claims
- + Delayed Flights
- + Exit Plaza Queues
- + Technology/Equipment Malfunctions
- + Customer Service Complaints

Mystery Shop and Riding Programs

Many **SP+** Airports have chosen to contract with an independent firm to perform "Mystery Shopping" at Airport facilities. The mystery shoppers follow the pattern of a normal parking customer and are instructed to observe specific operational procedures and employee behaviors. Immediately upon exiting the facility, the mystery shopper completes a series of questions designed to determine if customer service and revenue control procedures were followed according to Company standards. Mystery Shops can be customized to include core service elements from the Airport Customer Experience Performance and Standards Manual.

The results of each mystery shop are provided to **SP+** for review and follow up with staff. Kudos are delivered to employees who provide exceptional performance in customer service and policy

execution. Constructive feedback and re-training is applied when gaps in procedures or service are identified.

Additionally, **SP+** will contract with an independent firm to perform “Mystery Riding” for the Shuttle Bus Service. Mystery Riders follow the pattern of a normal shuttle bus customer and are instructed to observe specific operational procedures and employee behaviors. Mystery Riders complete a series of questions designed to determine if customer service and driving procedures were followed according to the Airport’s and **SP+**’s standards.

Annual Employee Performance Review Process

One of the best ways to motivate and maintain our standard of performance is through consistent and effective communications programs that provide our team members key information which will help enable them to succeed in their current roles.

During the annual employee performance review process, the supervisor is required to review with the employee their career development objectives for the upcoming year and recommend internal resources to advance those objectives, in addition to reviewing the employee’s prior year’s performance. The supervisor is required to discuss with the employee performance issues which may impede advancement and recommend internal resources to rectify the specific issues identified by both supervisor and employee.

Self-Assessment Process

The frontline / hourly performance appraisal process begins with a Performance Review Self-Assessment completed by the employee prior to the review meeting with their supervisor. The categories below are ranked how the employee best feels describes their performance noting Unsatisfactory, Needs Improvement, Meets Expectations, Above Expectations, or Exceptional Performance. Additional comments are requested to support each rating by category. The employee may include support information such as listing specific strengths and achievements or need areas for development.

- + Job Knowledge
- + Quality of Work
- + Problem Solving
- + Attitude
- + Dependability
- + Initiative
- + Collaboration
- + Champion Change and Ideas

Section I – All Associates					
Section I applies to all associates.					
For each performance factor, check the box under the specific Performance Level that you best describes your performance. To uncheck a box, click the checkbox again. You will have an opportunity to provide additional comments to support your ratings in Section III – Comments.					
1. Job Knowledge (Consider the extent to which the employee understands and has the knowledge essential to the fulfillment of the duties and responsibilities of the position.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Quality Of Work (Consider accuracy, thoroughness and related characteristics, such as quantity and time in which responsibilities and assignments are being carried out.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Problem Solving (Consider the extent to which the employee is able to face complex situations and always able to work out suitable solutions to offer to team and/or leadership.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Attitude (Consider the employee's attitude toward work, coworkers and the company. Also consider willingness and ability to work with and for others.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Associates with Supervisory responsibilities will also be rated on the categories below.

- + Managerial Effectiveness
- + Corporate Governance
- + Communication
- + Attract, Coach and Develop

5. Dependability (Consider the extent to which the employee can be relied upon to complete assigned tasks and projects on time.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Initiative (Consider the willingness with which the employee approaches new and difficult assignments. Employee consistently finds new ways of accomplishing objectives and assignments.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Collaboration (Consider the extent to which the employee communicates clearly and effectively at all levels. Successfully able to communicate ideas, obtain acceptance and follow through with action. Regularly solicits constructive feedback, builds consensus, and asks well thought out and well prepared questions.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Champion Change and Ideas (Consider the extent to which the employee appropriately challenges the status quo and embraces new initiatives; acts as a catalyst for change and motivates others to change.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Review Discussion Phase

The employee's supervisor will set a meeting time to discuss the employee Self-Assessment and the supervisors rating on each performance category. This discussion allows the employee to bring areas of acknowledgement to their review of which their supervisor may not be aware, such as new certifications or skills. As well, this allows the supervisor to share specific examples of performance and to provide details on areas in need of constructive coaching with action steps for correction of behavior.

The Next Step

The performance review process includes a final step executed by the supervisor to guide the employee on what next steps will need to take place upon completion of the review. For example, if an employee is performing well, the sections for *Developmental Needs* and *Career Expectations* are used to set specific goals and tasks for the employee to complete in the coming year. The goal is to prepare staff with the skills needed to achieve their short / long-term goals, and to follow their chosen career path.

If an employee needs improvement in one or more categories the sections *Developmental Needs* and *Opportunities* are used to coach the employee on behaviors in need of correction, and skill sets which need to be strengthened. Specific goals are assigned for the employee to complete in order to increase their performance level in each specific category.

People Development Program

SP+ is a company that is truly committed to the development and advancement of our employees. We have recently implemented a comprehensive Management Review and Development Program (emPerform) for leadership team members. In basic terms, this means that we have integrated a set of HR processes that drive the strategic and Airport goals of the company. These processes include:

- + **People Development Program and Succession Planning** – ensuring our employees have the necessary skills and opportunities to excel in their current and future positions as well as planning for future leadership needs.
- + **Performance Management** – ongoing evaluation of employee performance (annual goals, accountabilities/metrics and organizational competencies) against planned results and expectations.
- + **Goal Setting** – the establishment of meaningful goals, which collectively will result in the achievement of the Airport business goals.

Management Review Development Program (MRDP)

The annual MRDP or emPerform process begins with an Employee Self-Assessment, completed by the employee prior to meeting with their supervisor. Each category is ranked how the employee best feels describes their performance noting Unsatisfactory, Needs Improvement, Meets Expectations, Above Expectations, or Exceptional Performance. Additional comments are requested to support each rating by category. The employee is encouraged to include support information such as listing specific strengths and achievements or need areas for development.

The Job Plan and Goals section have break out categories for rating performance shown below:

- + Job Plan
- + Audit Scores
- + Budget Attainment
- + Goals
- + Development Plan
- + People Planning

 BUDGET ATTAINMENT	 ATTRACT, COACH AND DEVELOP
 CLIENT SATISFACTION	 BUILDS RELATIONSHIPS
 CORPORATE GOVERNANCE	 BUSINESS ACUMEN
 OPERATIONS EFFECTIVENESS	 CLIENT FOCUS
 PEOPLE EFFECTIVENESS	 INNOVATION
 SAFETY & RISK MANAGEMENT	 RESULTS ORIENTATION

Performance Feedback Meeting

The employee's manager will set a meeting time to discuss the employee Self-Assessment and the managers rating for each performance category. This discussion allows the employee to bring areas of acknowledgement to their review of which their manager may not be aware, such as accomplishments, new certifications or skills. As well, this allows the manager to share specific examples of performance and to provide details on areas in need constructive coaching with action steps for correction of behavior.

Performance Assessment Completion

The MRDP process allows the supervisor to guide the employee on what next steps will need to take place upon completion of the review. Development plans are created to prepare staff with the skills needed to achieve their short / long-term goals, and to follow their chosen career path. For example, if an employee needs improvement in one or more categories, specific goals are assigned for the employee to complete in order to increase their performance level in each specific category.

The emPerform platform requires Tracking Progress meetings every three months between managers and their employees to ensure staff stay on course with each MRDP goal. This progress check in allows for updates to due dates, or the ability to edit goals if the employee's responsibilities change prior to the next phase of the review process.

SP+ Hospitality Specialist

Realizing the customer service goal of delivering a world class experience means excelling beyond the delivery of minimum standards. **SP+** Airport Senior Manager Business Development and Operations, Christina Combs, is not only a graduate of the Disney Institute; she also worked with The Ritz-Carlton Hotel Company for over 15 years and was a facilitator for The Ritz-Carlton Leadership Center. Just as the Authority resourced companies such as The Ritz-Carlton and Disney for the creation of the Airport Customer Experience Performance and Standards Manual, Christina incorporates first-hand knowledge of The Ritz-Carlton service culture and the Disney Institute into our **SP+** customer service training programs.



With over 25 years of extensive experience in the Hospitality, Training and Quality industries, she spearheads the design of **SP+** targeted customer service sessions. Christina's knowledge of the AAA Five Diamond and Forbes Five Star Standards, allows incorporation of these elements in her training materials. **SP+** commits to providing engaging, interactive face-to-face training delivered by **SP+** Airport Division facilitators such as Christina to ensure executing excellence in customer service continues to be a focus at each Airport.



This Ritz-Carlton and Disney Institute Alumnus is a resource that only **SP+** Airport Services can deliver to the City. We are the only organization with the ability to provide face-to-face customer service training sessions, tailored to each Airports specific needs, rooted in the same service-centric philosophy as these legendary companies, **with no additional cost to the Airport.**

SP+ recognizes the value of our extensive computer-based training library; however, we understand it is vital to deliver customer service and problem resolution training in its most effective form, via face-to-face interactive training. This live training format has the highest impact for engaging staff and modifying customer service behavior.

b. Describe how customer complaints and feedback are addressed. Describe how customer complaints will be tracked real time through a collaborative on-line tracking system.

Direct Customer Feedback

Direct customer feedback whether verbal, via phone or email can provide useful information to determine how well we are managing our properties and to make informed decisions about our facilities. The feedback we obtain from customers can be on a variety of topics.

Many **SP+** Airports have chosen to utilize QR codes for passenger surveys, social media platforms, and website / on-line surveys as a method of soliciting direct customer feedback. This method has provided valuable insight as to the level of satisfaction with customer service, why customers choose to park at a facility, and if they are aware of and utilize the available on-site amenities.

SP+ will ensure each guest commendation or complaint from the customer feedback program, received via telephone, electronic mail or other means of communication, is well-documented and reviewed. Each complaint/concern/commendation is taken seriously and will be logged on a Monthly Guest Communication Log. Information including the date, time, employee and issue/comment will be documented. All correspondence, inquiries and comments or complaints will be personally addressed; the customer will receive a telephone call within 24 hours and a written response within two business days.

We will also introduce a new communication channel (SATparking@spplus.com) to invite customers to provide feedback via electronic mail. Facility Manager Marshall Lamm, Regional Manager Eric Loudin, and President of West Airports Jason Finch, will simultaneously receive any email and response to promote a higher level understanding of all communication and how issues are addressed.

Quality Control / Customer Feedback Programs

SP+ is dedicated to continually upgrading its operating systems, management procedures, and customer service programs. **SP+**, along with our marketing partner R solutions, will develop a web-based survey inviting the valued SAT customers to provide feedback on their overall parking experience. Signage can be displayed at prominent locations such as the Airport Information Desk and cashier booth windows. SAT personnel will have access to the website and guest comments and the information received will be reviewed during quarterly meetings.

QR Codes – Customer surveys are one of the most effective ways to determine how to improve the airport customer experience. We found that customers are often too busy to give feedback especially while traveling so **SP+** has migrated the dated concept of the mail in customer surveys to a technology based QR code survey. Images of QR codes linked to an on line survey are easy to produce and can be placed in multiple high interaction areas of the airport experience. Examples include PARCS equipment, entry and exit plazas, shuttle buses, or in the airport terminal. Customers can use their mobile device to share feedback instantly and easily while the experience is still fresh in their mind. Direct links to customer surveys get loads of feedback!

Web-based – Many travelers utilize airport websites for research in travel pre-planning and/or post travel to provide feedback. Hosting a customer feedback survey on each Airport specific website increases the volume of customer survey responses and volume in feedback is critical to determine trends for improving the customer experience.

Email Blast – Frequent Parker Programs (FPP) offer the ability to communicate directly with program members via email to solicit feedback. Once a customer has enrolled in the FPP program and has authorized email communication, recurring customer feedback surveys can be routed via email. These recurring email patterns allow the City to collect feedback, but also allow the ability to change or modify survey questions targeting specific areas needing customer review.

Screen based kiosks - Collecting customer feedback via methods such as tap / touch buttons make it quick and easy for travelers to share feedback. Tapping a button to give the feedback on a kiosk takes less than a few seconds and most travelers find it easy to understand. Programs such as the Smiley Surveys, tap a happy face button or sad face button to rate your experience in real time, works well as most customers are too busy to give feedback especially when traveling.

Analysis of these various sources of data will determine patterns and allow **SP+** to share insights on areas for improvement or adjustment. Once data has been reviewed, we can clearly see what processes work and what doesn't. Then we take action to optimize operations and ensure best practices for increased customer satisfaction.

- c. Describe Respondent's plan to provide customers assistance with flat tires, dead batteries, parking location assistance and locksmith services. Will these services be provided by a third party? Will these services be provided to the customer at no charge?**

A major portion of all new-hire and annual refresher training is a thorough education of the layout of the parking facilities and terminals. Providing this assistance to patrons is one of the most appreciated functions performed by **SP+**. Services that provide customer assistance at SAT will be performed by **SP+** at no charge to the City or patron.

Dead Battery Assistance – **SP+** offers complimentary jump starts to any customer who returns and discovers their vehicle will not start due to a dead or low power battery. Our Maintenance team and onsite management staff is always ready to help when needed to ensure a customer gets home safely.

Flat Tire Assistance – **SP+** offers complimentary tire inflation to any customer who returns and discovers their vehicle has a flat or low pressure tire.



Lost Vehicle Assistance – If a customer is having difficulty remembering where they parked their vehicle, **SP+** will assist with locating their car. We utilize the License Plate Inventory list to expedite the search for each vehicle if the tag numbers are known and if not, we will personally escort customers through the parking areas until their car is located.

Personal Escorts – If a customer would like an **SP+** representative to join them as they walk to their vehicle to enhance their sense of safety and security, we will promptly and happily provide an employee to assist.

We will cross-train and cross-utilize personnel to provide these services. We monitor the service to ensure prompt response time and track services provided. **SP+** will respond to and resolve requests for assistance at SAT, helping to ensure the guest's traveling experience is improved with quick and courteous aid. At no time may a patron be abandoned or passed off until the inquiry has been satisfied or the issue has been resolved.

Locksmith Services – If a customer is locked out of their vehicle, **SP+** staff will assist the customer with contacting a local provider of locksmith services. The cost of this service will be borne by the customer.

d. List any additional services Respondent proposes to provide customers and associated fees, if any.

Lost and Found Policies and Procedures

SP+ staff will immediately report all lost articles to their Supervisor. All items will be treated with care and security as they may be a threat. Employees will never open wallets, purses, backpacks or bags. The Supervisor will follow any additional procedures on the handling of lost articles provided by SAT and if weapons or narcotics are found, the Supervisor will immediately contact Airport law enforcement.

SP+ will follow the policies and procedures established by the Airport but at a minimum will be instructed to notify their immediate supervisor and return any lost and found item to an **SP+** manager. Not immediately notifying the supervisor of all contents is grounds for immediate termination per **SP+** policy. Our Supervisors and Managers will assure that all such policies are communicated, understood and followed. They will be incorporated in all applicable training modules.

While we have multiple examples of our associates following corporate guidance on lost and found items, two employees from our San Francisco International Airport (SFO) readily come to mind. In December 2017, our janitor, Jinshao Li, found over \$5,000 cash inside a trash receptacle

at the Long Term Parking Garage right outside of the elevators. Following protocol Jinshao immediately notified her supervisor, who in turn contacted police.

In November 2020, Valet Manager Mike Rosene, who formerly oversaw the valet operation for the on-airport Grand Hyatt at SFO, found a diamond bracelet in the International A Parking Garage and promptly completed the lost and found report and notified management and hotel personnel. The jewelry, believed to be valued at thousands of dollars but undoubtedly worth much more sentimentally to its rightful owner, was turned over to the Airport Police Department per airport protocol.

Customers with Special Needs (ADA Compliance)

Even well-intentioned employers can struggle with proper etiquette for travelers with disabilities when training staff on how to ensure all customers are treated equally. Oftentimes, it is unclear what to do, what to ask, and what to avoid. **SP+** reviews the Americans with Disabilities Act with staff to define various types of disabilities and introduce proper etiquette and services available to SAT travelers with additional needs.

It is estimated 10 to 15% of the general population has a disability. While their disability may limit certain activities or abilities it does not diminish them as people. **SP+ University** has specific training courses each and every employee is required to take as part of their training curriculum. Below are just a few examples of the “Golden Rules” for serving patrons with disabilities:

1. Define and understand the difference between myths and facts regarding disabilities.
2. Learn the correct words to use when referring to people with disabilities.
3. Learn what obstacles make it difficult for your customers to be mobile.

When a customer with special needs arrives at SAT Fly Away Valet service, it is our job to make their valet experience seamless and efficient. We must ensure all staff is familiar with any special needs a customer may have and as well as ensure all staff know the proper service interaction to provide with each type of disability they may encounter. At times, customers with special needs may require additional resources above and beyond our normal service.

SP+ ensures we have a plan in place to quickly access special needs resources. For example, if we have staff members who are proficient in sign language, we share this information with the team so we may more readily assist customers with hearing impairments. If we have customers who drive vehicles with special gears for mobility impairments, we either provide a qualified driver to park their vehicle in Valet, or provide accommodations to safely park the vehicle in a designated area while still providing all other Valet services.



SP+ proactively trains our staff (which includes all subcontracted staff) on how to courteously and properly assist customers who may utilize support methods such as white canes, walking canes, walkers, manual wheelchairs or electric wheelchairs. If a customer chooses to decline our assistance with any support device, we graciously await their further request for assistance. **SP+ University** training courses review various scenarios and the appropriate response to each situation so our staff is ready to provide great service to every customer.

Our SAT staff will also take reasonable and appropriate actions to ensure parking spaces designated for use by persons with disabilities are used only by persons with disabilities. Our personnel notify the Airport when apparent violations are observed. **SP+** policy requires the Manager to maintain an ADA file at the location, including a copy of the “Americans with Disabilities Act” requirements related to parking operations. In addition, **SP+** utilizes a video based training system from “Sure-Lok” to train our drivers on the safe transportation of mobility impaired customers.

G. SECURITY

a. Describe Respondent's plan to provide security at assigned parking facilities.

SP+ is pleased to propose the Champion Security Agency (CSA), a certified Minority Business Enterprise (MBE), to provide security services at the San Antonio International Airport parking facilities. CSA is built on integrity, honesty, expertise, and professionalism. After retiring from the Houston Police Department as a highly decorated officer, owner Rick Flakes established CSA with the goal of bringing the highest quality of service to our clients. CSA boasts nearly forty years of experience in law enforcement and the security industry, giving them the ability to professionally and efficiently meet the security needs of SAT. To accomplish this goal, CSA utilizes professionally dedicated officers, including retired police officers and military personnel. In addition, CSA only employs highly qualified college graduates as top-level supervisors.

CSA has been privileged to serve a wide range of clients requiring a variety of needs. Current clientele includes residential, industrial, retail complexes and airport parking facilities, notably George Bush Intercontinental and William P. Hobby Airports. Their exceptional experience and diversity of clients allows them to tailor our methods of securing the SAT parking facilities to specifications of the City.

SP+ security staffing plan includes two roving guards, 24 hours per day to patrol the facilities following a varied tour process that ensures a number of preset, security conscious checkpoints (behind doors, in stairwells, etc.) are reviewed multiple times per day. Please see our proposed **Staffing Plan** in **Exhibit A**.

In addition to the law enforcement and security experience offered by CSA, **SP+** is responsible to provide security services at some of the largest and most complex U.S. airport operations. Our 70+ year history of managing airport operations, coupled with our own security experience, provides us with the industry know-how to ensure our operations, regardless of the provider, meet each program's specific objectives. Following are the current airports where we manage security services as part of our contractual scope of operations:

✚ Hartsfield-Jackson Atlanta International	Subcontractor
✚ Chicago Midway International	Subcontractor
✚ Chicago O'Hare International	Subcontractor
✚ Houston George Bush Intercontinental	Subcontractor
✚ Houston William P. Hobby International	Subcontractor
✚ Portland International	Subcontractor
✚ San Francisco International	SP+

The above portfolio of airports demonstrates the depth of experience **SP+** has working in highly regulated environments.

At a very minimum, each guard will be in possession of a valid guard license issued by the Texas Department of Public Safety (DPS). Champion Security's on-site supervisor shall maintain copies of each guard license and provide a reminder notice to each employee whose license is expiring within 60 days. At no time shall a security officer be permitted to work with an expired license. Additionally, each employee shall obtain and wear on their outermost garment a current Airport-issued badge. If ever challenged by an airport associate or member of the public, each associate will be trained to provide their full name and show the airport identification badge.

Each associate shall be well-groomed and professionally represent San Antonio International Airport, **SP+** and Champion Security Agency. Each officer shall be in full uniform with multiple uniform pieces appropriate for both warm and cold weather.

H. MARKETING

a. Describe Respondent's proposed marketing program, including on-line marketing, and proposed budget for each year of the initial contract period (Years 1-10).

We recommend a two-phased approach to e-commerce and distribution, aimed at maximizing awareness of airport parking at SAT and driving online conversion whilst maximizing customer data collection. The customer data will be leveraged to further promote parking (drive-up and pre-book), new products, ancillary services or products, inform route development and enhance the customer journey. The **SP+** team has run similar programs at airports across the nation. These marketing campaigns are designed to drive additional revenue for clients, improve asset utilization and enhance the customer experience. The main objectives of our plan are:

- + Develop a parking brand and messaging that resonates.
- + Generate awareness about SAT parking products in online and offline channels.
- + Provide contactless parking solutions for SAT customers including the launch of online and mobile reservations and loyalty.
- + Generate awareness of the parking reservation system and the benefits of booking online.
- + Maximize traffic to the OBS (online booking system) and airport website.
- + Compete more effectively with all mode shares using digital channels.
- + Elevate the customer experience, making it more seamless from the moment they reach the website, through parking, communications in the terminal and after they return home.
- + Build a customer database for direct outreach and future programs.
- + Create mechanisms to collect continuous customer insights and feedback.
- + Increase the mix of reservations through online marketing best practice.
- + Support commercial team objectives with occupancy, seasonal and product upgrade-based promotions.
- + Maximize the value from ecommerce tools and technology, identifying subsequent product, pricing, promotional and sales distribution opportunities.

Using a combination of traditional airport, parking, and e-commerce metrics for success to evaluate performance on an on-going basis, we will refine the plan, so it is increasingly tailored to targeted customers and optimized for SAT. Detailed reports will be circulated and any changes to the plan or strategy will be discussed with stakeholders at regular meetings.

The proposed plan would focus on the below channels. These have proven to be most effective in targeting competing modes and providing the greatest return on investment.

- + Online Reservations
- + Fly San Antonio Website
- + Search Engine Optimization
- + Paid Search (PPC)
- + Geofencing Display Advertising
- + Local Listings Management
- + On-Airport Ads
- + Email Marketing
- + Social Media

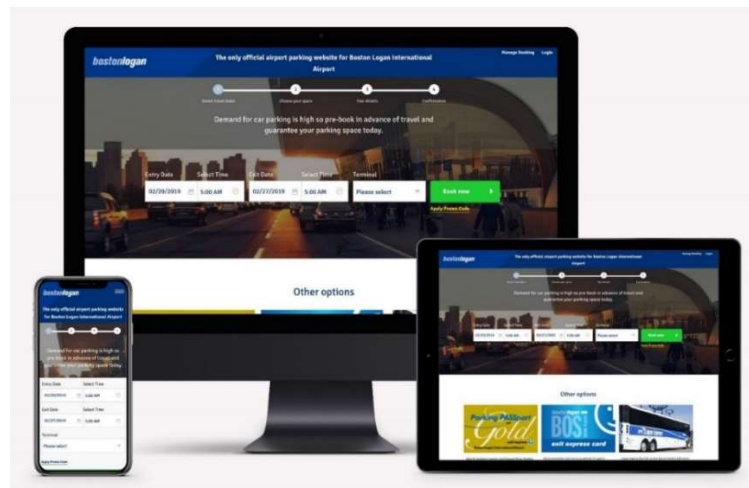
We would further propose using the below to boost engagement and provide some detail on these in this section.

- + Loyalty Program
- + Corporate Program

Online Reservations

SP+ would implement the AeroParker reservation platform at SAT. AeroParker is the leading supplier of Online Booking Systems to airports in the U.S. Clients in the U.S. comprise of Airport Authorities such as PANYNJ, LAWA and MWAA including JFK, EWR, LGA, SWF, LAX, VNY, DCA and IAD airports, plus CLT, OAK, IAH, HOU, SEA, TPA, BOS, CVG and SFO airports. The key high-level features of the AeroParker product that make it stand apart in the marketplace are as follows:

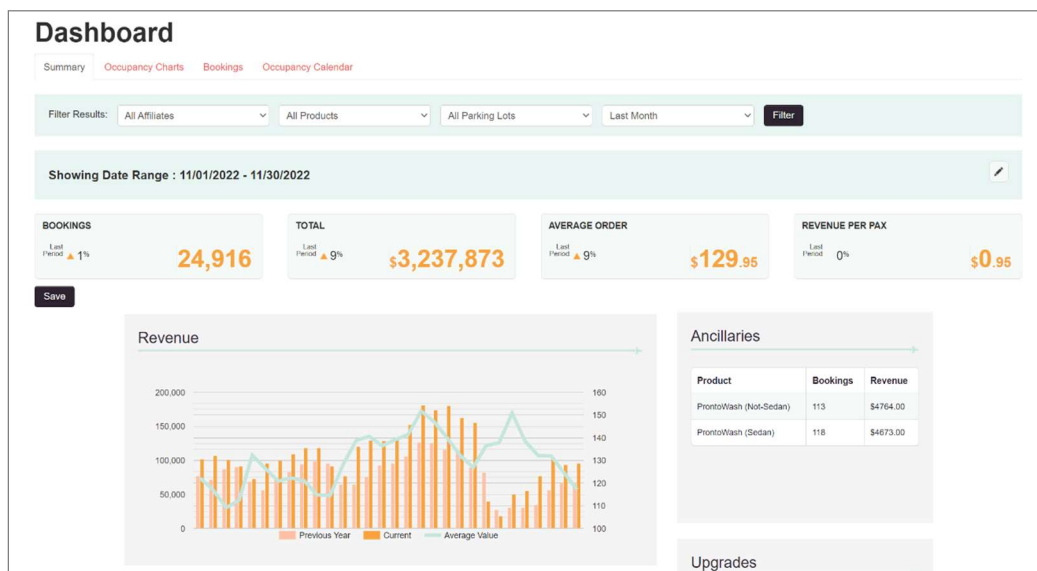
- + **Flexible product pricing** which delivers an advanced pricing and quota management system, therefore fully supporting all revenue management techniques.
- + **Simple yet powerful product configuration** means airports can create and change product features quickly and easily. This feature extends to standard, promotional and limited time product offers.
- + **Cross sell and up sell facilities** so airports can increase their average parking selling price and the overall basket value via the sale of non-parking products.
- + **Airport-branded optimized and responsive front-end** designed to increase online conversion and reduce website leakage at every step of the booking journey on mobile, desktop and tablet device types.



- + **Support for premium or economy airport sub brands** is aimed at maximizing our clients' market share at the expense of off-airport operators and driving sales in new markets.
- + **Incorporates best of breed online retail functionality** including configurable and accurate point of sale messaging including product and pricing availability, as well as indicative pricing.

- + Multi distribution means you can **sell your products via multiple own channel sites and third parties**, therefore supporting a targeted distribution strategy aimed at maximizing the reach of airport products.
- + **Extensive built-in interface support** because of pre-configured integrations with multiple PARCS, Payment Service Providers, BI and CRM systems commonly used by for airports.
- + **Comprehensive real-time reporting and alerting** is provided by AeroParker “out of the box” which means airports have the most relevant and insightful data at their fingertips.
- + **Configurable promotional code and discount management** facilities mean our platform can support advanced online marketing campaigns designed to drive sales and customer data acquisition.
- + **Self-serving customer accounts** means customers can access their bookings and access airport news. Customers can access this via a single sign on for AeroParker and the airport website.
- + **Social media login via Facebook and Google** to the Customer Account area as well as a standard log in where username and a password are collected to create and log in to a customer account.
- + **Loyalty module** allowing you to assign points to purchases on your website so your customers are incentivized to purchase parking and non-parking products via the airport.
- + **Built-in email and SMS** means airports can communicate with their customers, informing them of the latest airport parking and on-airport offers, as well as keeping them informed of airport developments.

Furthermore, the AeroParker solution is forever evolving, with roadmap items developed through a blend of in-house research and development, online retail best practice and collaboration with clients. New functionality is constantly being fed into the roadmap with new live features being delivered to the platform free of charge, meaning clients benefit from the latest OBS advancements without the requirement for additional investment. AeroParker has a complete in-house team of client services, front end and back-end resource that drives the AeroParker development roadmap forward with no impact on the 24/7/365 technical support and servicing of existing customers, or the implementation of new instances of the software.



Administration Dashboard

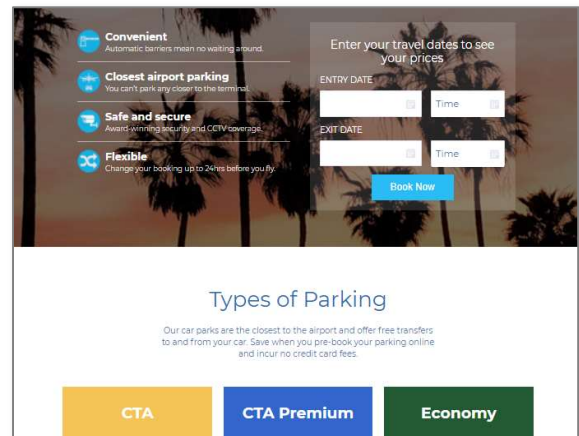
San Antonio International Airport Website

Using the airport website and OBS parking pages is one of the most efficient and effective ways to drive traffic to the booking site, as well as informing and influencing passengers when launching new initiatives.

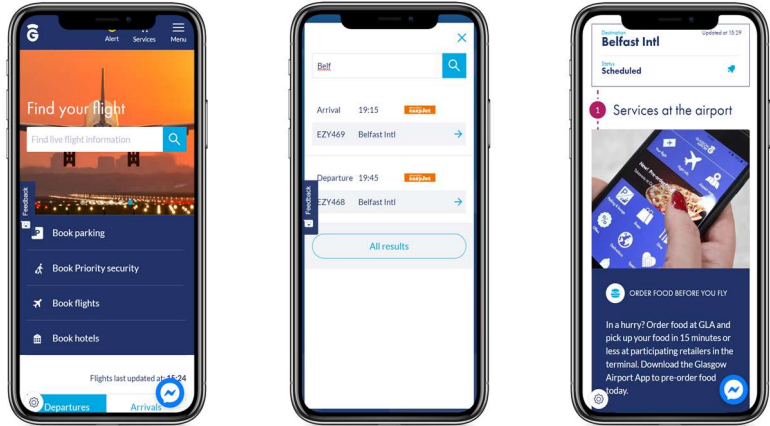
We recommend including a parking booking widget on the airport home page, and dedicated parking landing pages for each lot that also contain the same booking widget. Real-time pricing and availability provides customers with key information, and prominent email sign up pages should form the basis of the parking strategy on the main website. **SP+** can work with SAT to offer insight on suggested updates that would enhance the customer experience and awareness of the parking program.

The airport website is such a key focus of our airports, that we developed an e-commerce tool that makes it simple for airports to create conversion focused landing pages. This tool is Hangar (<https://hangar.kmp.co.uk/product.html>) and is available for all **SP+** clients. This framework is designed specifically for airports to serve personalized content to its passengers via their website based on where and when they are flying. It delivers a first-class user experience and allows airports to commercialize their websites to make more revenue from its passengers. It can be utilized to host parking landing pages only, as is the case at LAX, DCA and IAD, or extended out as required, and at minimal cost, to increase the reach of the commercial tools available and create a truly seamless customer experience:

- + **Integrations:** Hangar has active and ready-to-go integrations with many major industry-standard data services and tools, including live flight, timetable, parking reservation and e-commerce APIs. The API-led development approach makes new integrations easy.
- + **Personalization Tools:** Personalize your site content in real-time based on your passenger's behavior, flight and location. This drives revenue and increases passenger satisfaction.
- + **Content Control:** With Hangar, you have a world-class content management tool. Web, mobile, app, chat bots, smart speaker, however your passenger needs to engage and you have the power to control the content.
- + **World-class User Experience:** We know what effective and persuasive user experience (UX) means for airport websites. Get web pages that align with your brand and ensure you benefit from proven, effective user-journeys.



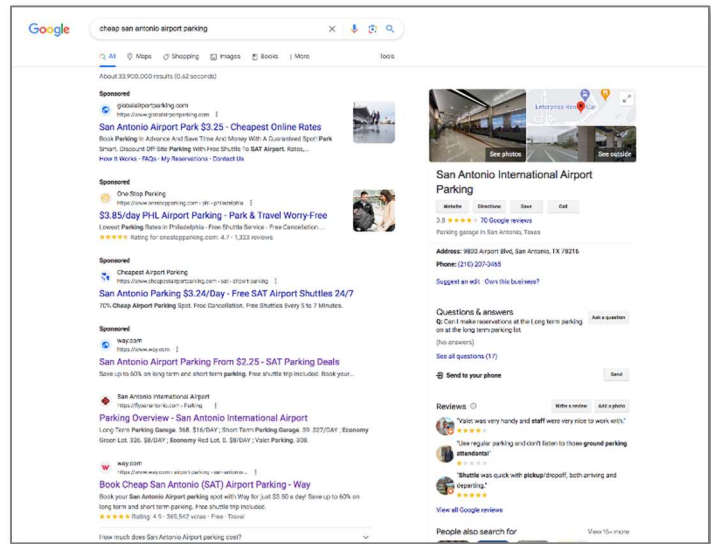
Glasgow (GLA), Aberdeen and Southampton Airports in the U.K., built their entire airport website using Hangar, where it delivers contextual personalization to passengers while driving revenue for the airport. Focused around the innovative 'timeline experience' the Glasgow Airport website delivers useful information for passengers alongside context-driven personalized commercial messaging. As an example, a live-flight integration unlocks a high-level of personalization and allows the airport to offer tailored products, services and information based on the customer's destination and arrival time at the airport. GLA experienced a 19% increase in conversion, over \$140,000 of additional revenue and a 50% increase in passenger satisfaction scores within the first 2 months of launch, demonstrating the importance of the website and the opportunity to drive parking and other non-aeronautical revenues.



Paid Search Marketing | Google Ads

Paid search marketing has proven to be a powerful advertising approach for increased visibility and traffic generation, and will be a key focus of the marketing program as aim to drive an increasing number users to the online reservation system. In markets like San Antonio, off-site competition including Airport Security Parking, hotels and aggregator websites, invest in paid marketing to direct those searching for airport parking to park at their locations.

Results are tracked based on the number of impressions served, the advertisement click-through-rate and the cost-per-click. Advertisements could promote the various parking options, special offers or discounts, as well as prepaid reservations. When prepaid parking reservations are tracked through paid search marketing, the number of conversions/reservations are reported on, as well as the exact conversion value. This enables **SP+** to determine the return on advertising spend from the marketing campaign.



SP+ Marketing Services professionals will develop a paid search advertising campaign for SAT. At CLT and LAX, the paid search marketing budget is viewed as a cost of sale, and as these airports are heavily competed online, the annual budget is as much as 1% of the revenue. SAT faces less online competition, but this channel will still be an important one. The recommended monthly budget for SAT to have a 60%-80% impression share in the market would cost

approximately \$500-\$1,000 in media spend to serve between 4,000-7,000 impressions. This would provide SAT a more competitive edge in the parking market to serve advertisements alongside of aggregator websites including cheapeastairportparking.com, globalairportparking.com, onairparking.com, parkobility.com, onestopparking.com, parkingaccess.com, parkwayparking.com, airportparkingreservations.com, airportsparking.com and way.com. Performance will be monitored daily and spend adjusted to optimize the returns and ensure SAT receives the best value across all core keywords.

SAT 60% SOV

Impressions 4,000

Clicks 1,000

Spend \$500

SAT 70% SOV

Impressions 5,500

Clicks 1,500

Spend \$700

SAT 80% SOV

Impressions 7,000

Clicks 2,000

Spend \$1,000

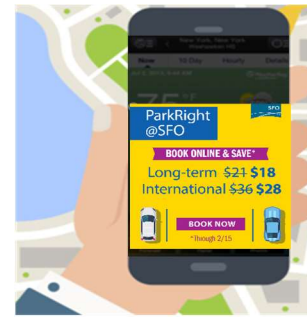
Below is a list of recommended ad groups, and search terms within those groups that we would include in the paid search campaigns.

Ad Group	Keywords			
PARKING	airport long term parking	cheap airport parking	san antonio airport parking reservation	sat overnight parking
	airport parking rate	airport parking lot	parking near san antonio airport	reserve parking san antonio
	airport parking price	airport parking coupon	weekly parking san antonio	parking spot san antonio
	airport parking price	airport parking coupon	cheap san antonio airport parking	sat airport parking reservation
	discount airport parking	parking at the airport	airport parking sat long term	sat airport parking lot
	airport parking reservations	long term parking near sat	san antonio airport parking rate	sat airport parking reservation
	parking near airport	best airport parking	sat parking lots	sat parking
	parking near airport	san antonio airport long term parking	san antonio airport car parking	sat parking rates
	long term parking	sat long term parking cost	san antonio airport parking	best sat airport parking
	parking reservations	parking at san antonio airport	san antonio airport parking	parking near sat airport
	airport parking reservation	san antonio parking garage	san antonio airport parking coupon	sat airport car parking
	airport parking reservation	san antonio airport parking coupon	san antonio airport car parking	sat airport parking rate
	discount airport parking	best san antonio airport parking	discount san antonio airport parking	sat airport parking rate
	airport car parking	san antonio airport parking reservation	san antonio airport parking deals	sat airport parking price
	cheap airport parking	parking near san antonio airport	san antonio airport parking price	sat airport parking price
	parking at airport	best long term parking sat	discount san antonio airport parking	cheap long term parking sat
	airport parking lot	san antonio airport parking deals	san antonio airport parking lot	sat parking lot
	best airport parking	park sleep fly san antonio	san antonio airport parking price	overnight parking san antonio
	airport parking rate	san antonio airport parking rate	sat airport parking	sat airport parking lot
	airport parking	cheap san antonio airport parking	sat airport parking	
	airport parking	park and ride san antonio airport	sat short term parking	
	airport car parking	best san antonio airport parking	parking near sat airport	
CHEAP	cheap airport parking san antonio	cheap sat airport parking	cheapest parking at sat	cheap parking at sat
	cheap parking near san antonio airport	cheapest parking at sat	cheap sat parking	cheap sat airport parking
DEALS	sat parking deal	sat airport parking deals	sat parking deal	sat airport parking deals
DISCOUNT	sat parking coupon	discount sat parking	sat airport parking coupon	discount sat airport parking
	sat parking coupon	sat airport parking coupon	discount sat parking	

Geofencing Display Advertising

Geofencing display advertising is a location-based digital marketing tool that allows an airport to deliver advertisements to smartphone users in a defined geographic area. This marketing channel is ideal for airports to target their direct competition, off-airport parking facilities. With the appropriate off-airport parking competitors in the market identified, **SP+ Marketing Services** works with our vendor to place a geofence around their parameters. Display advertisements are then served to the smartphone devices promoting the available parking where specified at the airport.

The effectiveness of the campaign is analyzed by receiving the number of advertisement impressions, clicks on advertisements, the click-through-rate and the number of verified drive-in customers to the identified parking facilities. This data enables **SP+** to determine the return on advertising spend by tracking the movement of the parker from an off-airport competitor to on-airport parking. The recommendation for a geofencing campaign to target the off-airport parking competitor, Airport Security Parking with an approximate 230,000 impressions over a month would cost \$2,125 plus a 15% agency fee of \$375.



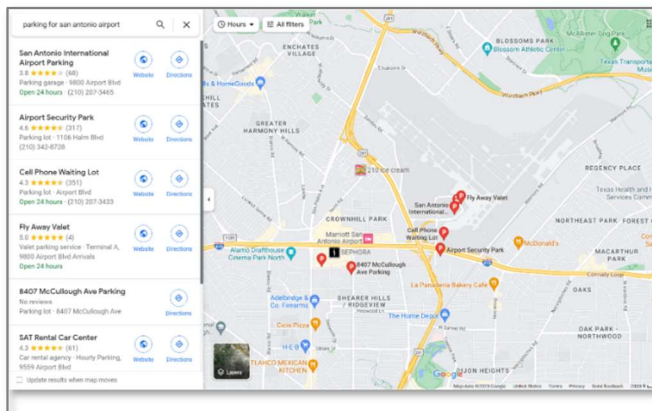
Competitor Geo-fence Location

Airport Security Parking 1106 Halm Blvd, San Antonio, TX 78216

Conversion Zone

Economy Parking Green Lot & Economy Parking Red Lot
9800 Airport Blvd. San Antonio, TX 78216

Local Listings Management



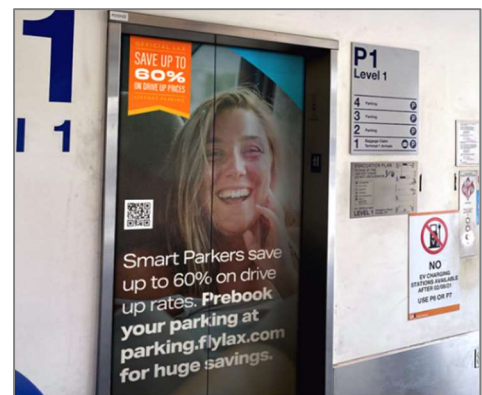
Local listings play an important role in delivering drive-up traffic to an airport parking facility. Working with its agency partners, **SP+ Marketing Services** will handle the setup and ongoing management of SAT's parking listings.

The **SP+ Marketing Services** team would publish listings for the parking options, correct all content, and ensure the data is accurately maintained in Google My Business, maps, and more than 70 directories and search engines including Google, Apple, Yahoo and Bing.

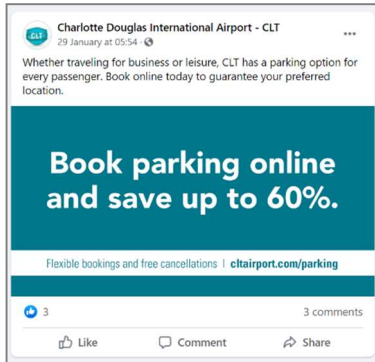
On-Airport

Every one of your target markets is present at the airport at some point so it is a natural environment to drive awareness of pre-book parking. In-terminal signage can be leveraged to reach all travelers as they walk to or from their gate and build awareness for their next trip. We would consider the following locations and types:

- + Banners in the baggage claim
- + An airport Wi-Fi sponsorship
- + Ads located on escalators, in elevators, on concourses, arrival and public areas
- + Ads upon entry and exit to parking lots
- + Elevator doors within the parking lots



Social Media



Understanding the growing need to participate in social media, **SP+** has developed targeted campaigns to effectively leverage this important marketing channel. Social marketing channels have generated significant attention as a cost-effective way to reach consumers.

The **SP+** team will work with SAT to determine the most appropriate social media channels to implement an advertising campaign to best support business objectives and social strategies. The social advertisements aligned with the Google advertisements and geofencing display advertisements would deliver a consistent marketing message across the channels.

Email Marketing

Email marketing offers an economical channel to drive conversion, so we prioritize growing the contact database at all our clients. We use MailChimp to add pop ups / sign up pages to the main website which allow users to sign up for parking information and offers, and an opt-in on the reservation site will also grow the contact list over time. In order to give the database a boost, we have also had success with sweepstakes – giving away a Tesla (LAX), a dream vacation (CLT) or simply free parking (MWAA) – helps drive engagement, awareness and opt “ins”. The larger prizes may seem like a significant investment, however the ROI is seen quickly with subsequent marketing campaigns.

Email is an ideal channel for communicating the availability of competitive pricing versus other modes, so we recommend consistently and strategically reaching out to the parking email database accompanied with promotional, upsell and cross-sell offers.

We have found recent success with messaging around free cancellations and amends, but pricing led messaging around savings from gate prices, as well as short-term promotions, have also proven to be very effective.



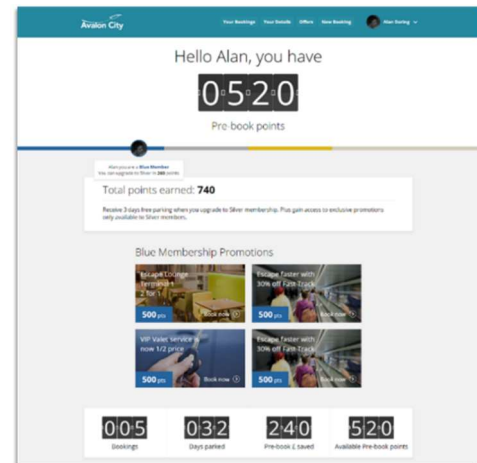
Loyalty Program

A loyalty program allows you to engage and reward your most valuable customers. We propose taking advantage of AeroParker’s loyalty module, which links spend to the accrual of ‘pre-book points’. Customers can use these points to redeem promotional offers - a fixed amount off their next reservation, for example. As customers accumulate points, they move through membership tiers, which unlock increasing benefits. This encourages loyalty but also allows the airport to identify and target different segments of their customer base with tailored products and offers.

Key to the loyalty program will be driving sign ups, therefore increasing the size of the customer database and the opportunity to increase sales. We propose using several tactics to support this:

- + Creation of landing pages on website/Hangar/Mailchimp.
- + Automatically assigning points for users who open a new account.
- + Refer a friend scheme.
- + Access to exclusive products / upgrade offers
- + Point multiplier limited time offers – create limited time offers for earning double points.

The revenue generated from this channel will grow as the number of customers increase. The cost per reservation in this channel is the lowest outside of the website, so, there is an incentive to maximize the share of total sales in future years.



The loyalty program for reservations is provided within the core AeroParker product and can be used without additional cost from launch.

Corporate Parker Program

The **SP+** team has extensive experience managing Corporate Parking Programs. The Corporate Parker Programs managed by **SP+** are typically comprised of a frequent parker loyalty program with enhanced benefits targeting corporate parkers – such as a preferred parking area. We help our airport clients select the program features most appropriate to satisfy their business travelers within the limitations of their operating environment. The AeroParker platform can be leveraged to provide scalable programs with dedicated booking sites and tailored products or offers. Revenue from this program typically grows each month as new corporate clients are on boarded and adoption grows. AeroParker's outreach program targets the companies operating in the area and designs corporate account prospectus packs and presentations aimed at small, medium, and large companies, as well as government entities and military bases where applicable. **SP+** currently manages the following Corporate Parking Programs:

- + Buffalo Niagara International Airport
- + Dayton International Airport
- + Kansas City International Airport
- + Park Air Express, Kansas City
- + Los Angeles International Airport
- + Charlotte Douglas International Airport
- + Dulles International Airport
- + Reagan Washington National Airport



ctairport.com | PO Box 19066 | Charlotte, NC 28219 | P: 704.359.4000

FIND YOUR HAPPY SPACE WITH OUR CORPORATE PROGRAM.

Business travelers are central to our success at Charlotte Douglas International Airport. With that in mind, we have launched a discounted corporate parking program aimed at rewarding our corporate customers.

We understand that you have many options when deciding how to travel to and from business trips. As a result, we have designed a corporate program focused on enhancing your travel experience. One that provides value and puts you in control of your corporate travel budget.

- **Save vs online rates** – Booking online allows customers to save up to 60%* versus drive up rates, and since our corporate program members get discounts on the online rates, you'll have access to even more savings when compared to drive up!
- **Dedicated, easy to use online booking platform** – Exclusive co-branded booking platform, optimized for all devices.
- **The more you park, the more you save** – Qualify for even bigger discounts once booking levels reach certain thresholds.
- **Account manager** – Regular communication with a corporate manager to ensure you get the most value out of the program.
- **Parking expense reporting** – Monthly reports detailing trip and spend levels.
- **On-site parking** – Official CLT parking is the only option for on-site Airport parking.
- **Multiple parking options** – Our suite of parking lots and decks suits all travel budgets and travelers.
- **A guaranteed space** – Book your parking using our online platform and guarantee a space in your choice of parking options.

* Online savings versus drive up may vary based on parking rates, city location and occupancy.

CLT Airport

Proposed Budget

We take several factors into consideration in the presentation of our recommended media spend. At some airports, parking marketing spend is viewed as a direct cost of sale and is therefore budgeted as a percentage of overall revenue. Here, we have taken a more traditional approach considering the below factors:

1. What it will cost to effectively secure a top search rankings (80%+)
2. Where and how often we need to reach new customers to move them through the purchase funnel
3. How to retain and boost frequent parkers through loyalty programs and referral incentives
4. Initial launch costs
5. Years 1 - 10 marketing costs – including online and offline

Below is the recommended budget for the program over the 10-year period:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Launch (Optional)	\$20,000	-	-	-	-	-	-	-	-	-
Offline	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Paid Search	\$12,000	\$12,500	\$13,000	\$13,500	\$14,000	\$14,500	\$15,000	\$15,500	\$16,000	\$16,500
Natural Search & Website	Included in fixed fee	Included in fixed fee	Included in fixed fee	Included in fixed fee	Included in fixed fee	Included in fixed fee	Included in fixed fee	Included in fixed fee	Included in fixed fee	Included in fixed fee
Email	\$24,000	\$33,000	\$36,000	\$42,000	\$48,000	\$52,000	\$56,000	\$60,000	\$64,000	\$68,000
Geo-fencing	\$2,500	\$2,750	\$3,000	\$3,250	\$3,500	\$3,750	\$4,000	\$4,250	\$4,500	\$4,750
Hangar Parking Landing Pages (Optional)	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Total	\$108,500	\$98,250	\$102,000	\$108,750	\$115,500	\$120,250	\$125,000	\$129,750	\$134,500	\$139,250

Budget Summary

The cost in year one is focused on a dedicated launch and offline campaign, aimed at raising awareness of the reservation system and driving traffic to it. Specific launch costs have been included for an optional sweepstakes contest, which will help drive awareness and engagement as we launch the reservation system. The budget for this would vary depending on the cost of the prize/s but we have assumed a \$5-10k prize fund for the purposes of this budget. Driving customer opt ins is a key objective for year 1 as the data collected is key to improving passenger insights and determining which channels maximize sales at the lowest cost from year two onwards. As the number of contacts increases over the years, the budget for email marketing will need to increase as CRM tools are priced on a per contact basis. Email is traditionally the highest converting channel, however, and a high ROI is easily achieved.

The creation of conversion-focused landing pages using Hangar is another key investment area as this will optimize the sales funnel from all other channels through to the reservation site. Having the ability to make instant copy updates to support paid search and email campaigns will lead to an improved customer journey and ultimately more parking reservations.

Paid search channels, specifically PPC, are important to promote discount availability and ensure SAT is featured during online searches alongside competitors. Investment in paid search channels is reviewed and adjusted regularly to increase spend when ROI is high and decrease when the costs become prohibitive. We have assumed incremental annual increases based on increased cost to maintain visibility in these channels.

Also included in this budget are costs for developing creative for out-of-home or offline media in the area around the airport, along with on premise posters and banners. These pieces will be the foundation for driving general awareness of the parking program and building preference.

I. REVENUE COLLECTION AND REPORTING

a. Describe reports that that will be provided to SAT.

To ensure the proper management of the airport parking operations at SAT, it is extremely important that the accounting, auditing and overall information systems are up to the task. Our responsibility for revenue control begins when the customer enters the facility. From this point, we ensure a continuous chain of accountability for proper processing and recording of revenue from the facility level to corporate accounting and final verification of bank deposits. Our industry leading, award-winning systems will ensure the accurate revenue collection and reporting to the City of San Antonio.

SP+'s computer-based accounting system integrates revenue, payroll, accounts payable, property management, contract management and client reporting. In short, our network serves as a key resource for field and corporate management in the monitoring and reporting of all parking activity. The **SP+** field operations staff is supported by much more than just information systems. Highly qualified corporate professionals with expertise in the areas of accounting, human resources, legal and other key disciplines play a key role in the support of our field operations.

Financial and Accounting Procedures and Controls

SP+ utilizes a multi-layered accounting and audit plan to ensure revenue integrity and compliance with operational standards. Revenue control begins, first and foremost, at the location level through implementation and enforcement of detailed policies and procedures. In addition to the detailed daily revenue control procedures we will perform at SAT – including 100% auditing of every ticket and every dollar collected by every cashier (if used), automated device, or online reservation transaction – **SP+** will provide a significant level of support and operational oversight from regional and corporate offices.

SP+ will furnish a Certified Monthly Statement to the City; the statement will summarize all gross receipts by revenue type, disbursements for operating expenses, operating fee and net profit for the preceding calendar month and on a year-to-date basis. The statement will include the budgeted amounts and variances between the actual and budgeted expenses for each facility separately and combined as a total. The Certified Monthly Statement also includes the following reports in both printed and electronic file format:

- + Revenue Statement with Daily Revenue Breakdown
- + Schedule of Credit Card Fees, Discounts and Chargebacks
- + Ticket Accountability Reports
- + Documentation of Wire Transfers
- + Authority Approved Refunds

Additionally, **SP+** works with our clients to provide a number of custom spreadsheets and reports to satisfy their internal reporting requirements.

Dedicated Airport Financial Accounting Personnel

SP+ will provide SAT a personal, airport-dedicated, accountant who will work in concert with our onsite personnel to prepare all financial statements and to ensure that all revenue and expenses are reported accurately. Parking transaction activity is entered daily into **SP+**'s information network at the local office level. The accounting professionals at **SP+** have the ability to review,

compare and audit the daily transaction activity of any field office or specific location. This additional level of corporate audit capability is another benefit of **SP+**'s advanced information systems technology.

Proposed Handling of Daily and Monthly Reconciliation Reports

SP+ prepares numerous administrative reports utilized for reporting of revenues and statistical information at its airport operations. Reports are compiled at the location by shift, day, week and month. Daily reports are entered into our accounting platform and information is updated continuously to generate monthly and year-to-date revenue and ticket summaries. An individual "Daily Cashier Report" is printed at the end of each shift. The report summarizes all activity in a given lane during a cashier's shift.

Beginning and ending Daily Cashier Reports are attached to the **SP+** cashier "Shift Report". Information from the Daily Cashier Report is used to complete related sections of the Shift Report. The cashier completes all required sections of the Shift Report including; date, day, shift name, booth number, facility number, beginning/ending transaction numbers, beginning/ending exit lane counter numbers, advance deposits (skims), over rings, under rings, revenue recap, deposit amount, itemization of exception transactions and cashier signature.

An individual "Lane Report" is printed at the end of the business day for each booth and automated lane. For traditional cashier operations, the Lane Report is a summary of all "Daily Cashier Reports" for a particular booth. The report summarizes the activity of each cashier shift separately and in total. Once the Lane Report is printed, the fee computer is "cleared" to begin the next day's activity.

The "Daily Master" report is used to combine all cashier shift reports for a 24-hour period and summarize revenue and tickets for each lot. The Master report summarizes the beginning and ending ticket numbers by spitter (pulled at the end of each day) and beginning and ending audit totals for transactions and revenues collected. Information to complete the Daily Master report is pulled from Cashier Shift Reports, Cashier Reports and Lane Activity reports. The Daily Master report is also used to record adjustments, break down tickets and revenue by type and calculate ticket and revenue overages and shortages. Information on the completed Master Report is then transferred to the "Daily Revenue Summary" report.

The "Daily Revenue Summary" Report, or PT-70, summarizes the daily activity recorded on the Daily Master report for each lot. Information recorded on the PT-70 includes; revenue and tickets collected by type, deposit amount and vehicle counts and calculations. Information reported on the PT-70 is entered by day into **SP+**'s accounting system. The information recorded on the Daily Revenue Summary Report and entered into the accounting system is then "rolled-up" into a monthly report provided to the Airport along with the monthly financial statements. These monthly reports are audited annually by an Independent Audit Firm comprised of Certified Public Accountants.

Cashiering Operations

SP+ takes the responsibility for cash handling very seriously and takes multiple measures to ensure proper collection of parking revenues. Since cashiers are held responsible for all revenue they collect, it is imperative that each cashier has a thorough knowledge of the cashier processes. This training is not just conducted upon hiring a new employee, but is reinforced with training and

documentation, and providing the proper tools required to perform duties. A detailed Cashier Procedures Manual is kept in every cashier lane, in the supervisor's office in each parking area and provided to the auditing department. Every exception transaction that is processed by a cashier is audited and both cash (over-short) and operational findings are addressed promptly.

Collecting Payments – A cashier should remain courteous and helpful even under difficult situations. A cheerful greeting and thank you, along with regret for delays or problems is expected to be expressed to the customer. Under unusual situations and customer dissatisfaction, a Manager must always be notified.

Cashiers must adhere to the following procedures during shift operations:

1. Greet each customer and process his/her ticket into the ticket validator.
2. Politely inform each customer of the parking fee, tender the correct change while repeating the change amount to the customer, and thank the customer before closing the cash drawer and opening the gate.
3. Notify a supervisor of all retracted, swapped or stolen ticket transaction processing.
4. Notify a supervisor when the drawer limit is reached. The supervisor and cashier then prepare an interim deposit noting time and amount on the cashier shift report and verified with each person's initials. The cash is then placed in the facility safe until deposited.

Cash Handling – Upon reporting to work, cashiers are issued a change bank. The cashier will begin and end his or her own shift by using an identifying number (ID) and secret code. The cashier will perform a "Partial End of Shift" to allow another cashier (relief cashier) to work that lane during breaks. For security and safety, the Manager will collect the bank and deposit all funds into the safe drop from the cashier before they leave for break. The relief cashier will operate with his or her own cash funds and ID number for accountability.

Each cashier will be issued an ID number and PIN number to access the electronic safe. This number will identify the cashier to the safe as the user and allow the cashier to deposit funds. The cashier activities for the electronic safe will be recorded.

1. Drops will be made when revenue in the drawer exceeds \$300.
2. Drop Receipt will print from safe, which is attached to the cashier report
3. Minimize the number of \$1 and \$5 bills dropped in safe.

NOTE: Occasionally a cashier is not able to make a drop when revenue in the drawer exceeds \$300. This can happen when a cashier is working alone at the Exit Plaza and exiting traffic is heavy. In this case, when traffic volume slows the cashier will call for a supervisor to monitor the cashier lane and drop all revenue that exceeds \$300. At the end of cashier's shift, the Supervisor will highlight transactions and sign the "Revenue Transaction Report" to account for drops greater than \$500.

Regular transactions, credit card transactions and validation transactions are to be kept separate in individual bundles. Cashiers are required to keep all tickets in exit sequence (chronological time) order. The tickets and all supporting documentation are placed in work envelopes, labeled, and given to the location manager.

Cashiers are held accountable for all transactions they process. Keeping a running tally of tickets, having unprocessed tickets and customer register receipts are all violations of cashier procedures. Any unaccountable shortage will be the responsibility of the cashier once it is assessed.

Cashier accuracy is necessary for maximum standard performance in completing ticket transactions and cash handling.

Non-Standard Transactions

SP+ operates in tandem with each client to determine the location's specific policy with respect to irregular transactions. All non-standard transactions must be pre-approved in writing by the Airport. **SP+** has reviewed all approved programs and has incorporated procedures for handling these transactions into an on-site operations manual. All non-standard transactions are separated by shift and each ticket audited to ensure proper information and identification is contained on the ticket.

Procedures for Prevention and Handling of Employee Theft

Employees are held accountable for all receipts collected by them and for errors on the collection of parking tickets and for missing parking tickets. **SP+** will exercise its right as detailed in the "Company Regulations and Disciplinary Policy" to summarily dismiss employees for stealing, misrepresentation of collections and receipts and for unsatisfactorily explained repeated errors in parking ticket collections. **SP+** will verbally notify the Airport staff and the Airport Police immediately of any lost, stolen or unaccounted for gross receipts, followed by a written notice within 24 hours. **SP+** will use its own funds to replace any lost, stolen or unaccounted for gross receipts within 24 hours of discovery.

Supervisors are required to perform a random "Surprise Cash Count" on a minimum of one cashier per day. Without prior notice, the supervisor enters a cashier booth during the shift, temporarily shuts down the lane and completes a surprise cash count. The supervisor takes a sub-total report on the cashier terminal and counts all money in the cashier drawer (in the presence of the cashier). The supervisor records totals on a surprise cash count form and compares sub-totals with cash in drawer plus skims minus starting bank. Any serious discrepancies are reported immediately to the Facility Manager for follow-up disciplinary action. Total cash in drawer is also checked to ensure the cashier is in compliance with skimming requirements.

Ticket Handling and Storage – Unused tickets are stored in a locked storage room at a site designated by the Airport or **SP+** management. Tickets are stacked in sequential order by lot. When new tickets are delivered, the delivery date and beginning ticket numbers of each stack are recorded in the "Ticket Loading Log." As tickets are removed from storage for loading, the supervisor or maintenance worker removing the tickets is required to record their initials and the date next to the beginning numbers.

General Ledger Maintenance and Reconciliation

SP+'s finance, accounting and internal audit departments are structured to ensure revenue generated by our parking operations is collected, protected, reported and delivered to our clients in accordance with the strictest and most reliable standards. **SP+** will reconcile all general ledger accounts on a regular basis and complete monthly reconciliations by the 20th day of each month.

Our cash and revenue control procedures accurately identify daily transactions and sales and protect and safeguard parking revenues. Some of these procedures are summarized as follows:

Revenue Collection: Our Segregation of Duties protocol ensures that cash collected and credit card transactions processed are reconciled for each cashier and shift to control totals generated automatically by facility fee computers.

Bookkeeping: On-sight administration staff review cashier reports for accuracy and reconcile them with the bank deposits. Any unexplained discrepancies are immediately reported to the facility manager and regional accountants, who investigate and take necessary corrective actions.

Accounts Payable: We review and approve each invoice prior to payment to verify the receipt of the goods or services and that the expenditure is within the approved budget. All checks are signed by a corporate officer, which not only provides an additional measure of protection and review but also serves an important function in keeping the officer informed as to the parking facility's ongoing financial performance. These procedures result in our constant monitoring of actual year-to-date expenses, allowing us to anticipate potential operating budget expense variances at the earliest practicable time.

Treasury Reconciliation: We are the only major parking operator that uses an automated system to accomplish this important task to protect against theft and embezzlement. Our automated Daily Bank Deposit Reconciliation Program eliminates the need to wait for monthly bank statements to reconcile bank and facility deposit data. The system uncovers bank errors and detects missing deposits, shortages, overages and late deposits within 2 to 5 days rather than the 30- to 45-day period for traditional manual deposit reconciliation. In addition to promptly discovering inconsistencies, the system's increased efficiency reduces back office costs for our clients' benefit.

SP+ provides our clients with the most stringent payment card controls than anyone else in the industry. We process and reconcile millions of dollars in payment card revenues each month. All payment card transactions comply with Payment Card Industry and Cardholder Information Security Program regulations. The revenue control system is designed to limit the handling of customer payment cards by employees. This minimizes opportunities for fraudulent activity on the part of any non-authorized personnel.

SP+ tracks credit card deposits electronically through our TRECS credit card reconciliation program. Credit card deposits are matched daily with revenue information reported by our facility personnel. Any discrepancies are tagged immediately and notifications are sent automatically via email to appropriate accounting and operations personnel.

System of Internal Controls

SP+ is registered with the SEC and therefore is required to comply with all SEC rules and regulations, including all applicable Sarbanes-Oxley requirements. The Internal Audit Department is responsible for the Company's internal controls certification process required by the Sarbanes-Oxley Act. This work includes the documentation of all business processes, control design analysis, key control identification and ongoing testing of controls for operating effectiveness.

As a publicly traded company, **SP+** has gone to extraordinary measures to comply with these stringent SEC requirements, requirements that are not mandated for non-publicly traded parking operators. This should give reasonable assurance to SAT that our internal controls are effective in protecting their parking operation revenues.

b. Will SAT staff have real time access to the Respondent's revenue system? What dashboards and reports will be available to SAT staff?

Taking full advantage of advances in technology and information systems, **SP+** offers SAT online access to operating statements through a secure website. Our ClientView™ program allows the Airport to view the revenue history each month and provides a variety of reports and analysis that serve as useful tools in forecasting, budgeting and planning. **SP+** offers SAT staff access to our ClientView™ program at no cost to the City.

Sphere Insight Analytics Dashboard & Reporting System

SP+ has invested material resources to design and rollout a state-of-the-art Data Analytics Program that would provide a seamless platform that aggregates multiple data points, key performance indicators and analysis to complete the picture on how a location is performing.

The **SP+** revenue analytics dashboards leverage transaction data from PARCS equipment. With the dashboards, we offer SAT the ability to better understand customer activity. This is the first step in leveraging SAT data to find correlations between data and value. The dashboards provide multiple views of the transaction data to assist in the identification and analysis of patterns and relationships. These views are intended to assist in understanding how the airport location is being used so that opportunities might be identified that can improve or maximize revenue and occupancy levels

By selecting a location and a date range, a number of unique views are available:

- + Usage by day of week, month or year
- + Trending over time comparisons
- + Average and peak occupancy levels
- + Revenue and tickets per space per day
- + Average duration of ticket and parker type
- + Payment methods and average payment per type
- + Parker entry and exit times by parker type
- + Price segmentation by time
- + Rate information (not currently available for Digital)

Information provided in these different views provides insight into things such as how staffing levels might need to be adjusted or potential pricing adjustments based on duration and type of parker. As we continue to refine, discover and analyze these relationships, we can then provide the data in formats that allow both the identification of opportunities as well as actionable items.

Dashboard Examples

Please see the following samples of various dashboard views:

- + Revenue, tickets and average ticket price
- + Information about the location such as type, spaces or last day reported
- + 12-month revenue trend compared to prior years
- + Forecasted revenue for the remainder of month based on historical values
- + Revenue by day of week compared to equivalent day last year
- + Tickets by day of week compared to equivalent day last year
- + Average Ticket Price by day of week compared to equivalent day last year

Peak Utilization

- + Average occupancy by hour (limited use for digital)
- + Average revenue and tickets per space per day
- + Parker entry and exit by type and hour
- + Peak occupancy by day (limited use for digital)

Parker Duration

- + Total duration per ticket by type and hour
- + Total duration variance to last year
- + Duration by hour report variance report

Average Stay Duration

- + Average parker duration by day selected
- + Number of tickets

Ticket Breakdown

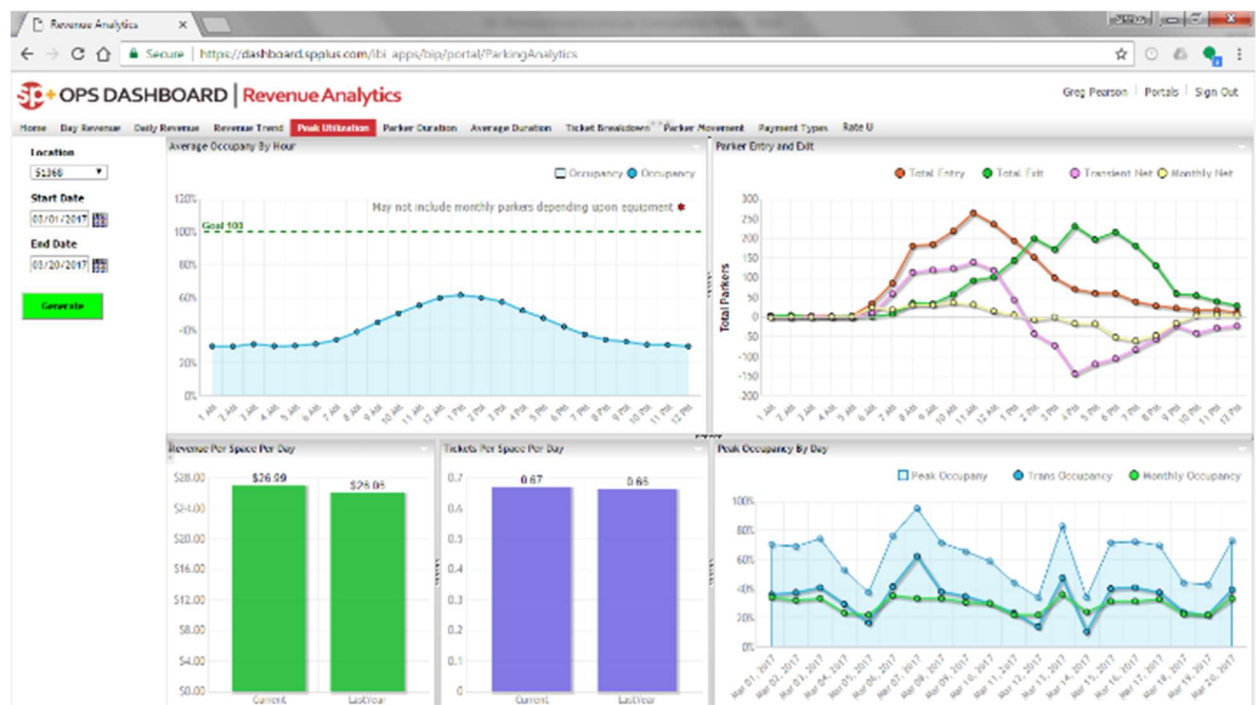
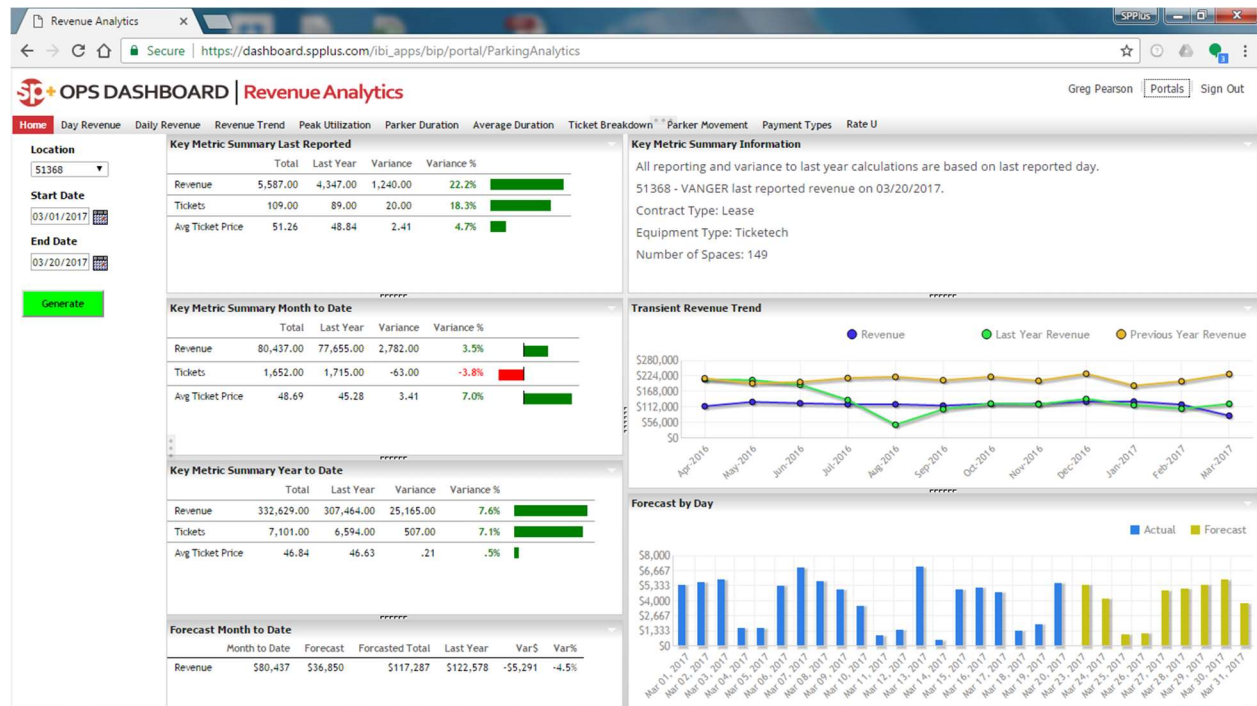
- + Price segmentation as a percentage by time buckets
- + Price segmentation heat map across days selected

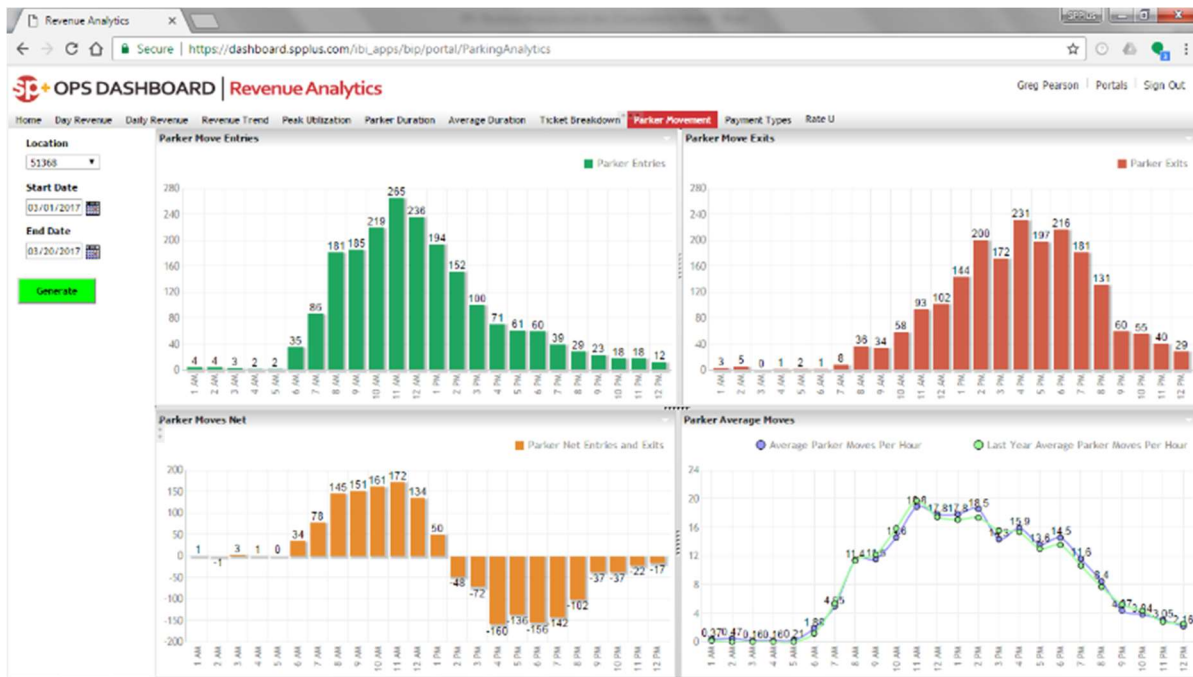
Parker Movement

- + Total parker entries by hour for days selected
- + Total parker exits by hour for days selected
- + Total net parker activity by hour for days selected
- + Average parker movement by hour compared to last year

Benefits of a Comprehensive Dashboard Program

- + Graphical representation of transaction data from PARCS equipment
- + Insight into how PIT parking facilities are being used by customers
- + Identify patterns and potential opportunities to improve operations
- + Analyze trends and usage to optimize rates or staffing levels





c. Describe Respondent's plan to account for revenues received in advance for reservations as well as cancellations.

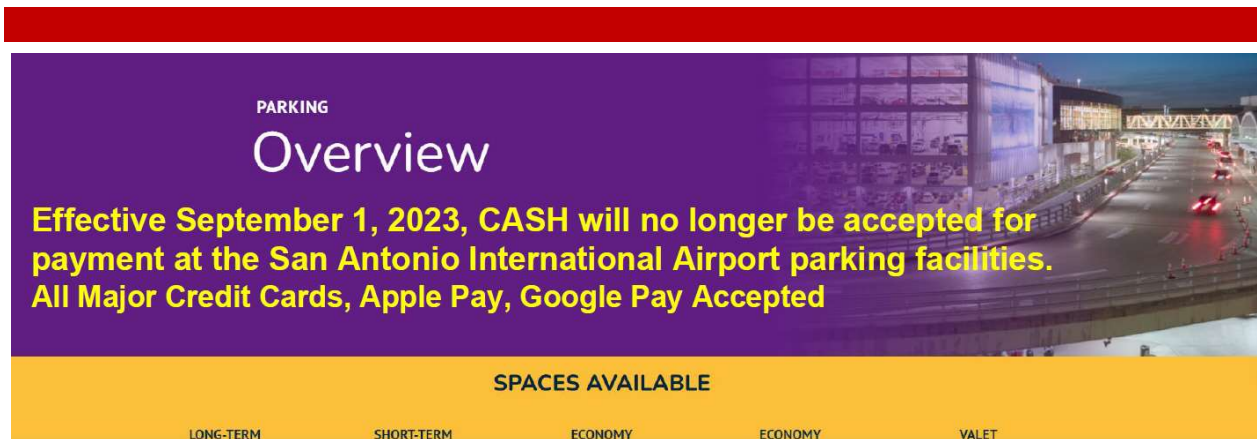
Payment for reservations is taken at the time the booking is made, however this revenue would not be realized until the customer has parked. Typically, customers are afforded flexibility with their reservations and can change or cancel up to a certain point before their arrival. Funds taken at the point of booking would therefore be held in a temporary account until the reservation is consumed. Any refunds related to cancellations or amends would be taken from this account.

We would assume a reservation is consumed at the time of the booked exit. This aligns the reservation transactions with drive up transactions and is enough time to account for the revenue with high enough certainty (there may be a small number of cases for exceptional refunds after the booked exit). Each week, or month, depending on the preference of the airport, realized funds would be transferred to the airport, minus transaction fees, along with supporting transaction reports.

d. Describe Respondent's plan to make parking a cashless operation.

The transition from a mature paid parking operation that accepts cash to one that is cashless begins with a dedicated customer education and marketing campaign. **SP+** recommends no less than a 60-day education period prior to the implementation of a cashless operation. Informative flyers will be developed and distributed to every parking customer, even those who use credit cards, to ensure widespread notification.

Online communications via the Airport's website and social media accounts is also essential to the migration. The first information a guest should be provided when clicking on the Airport's Parking Page is a notice advising of this important, upcoming change.



The development of site signage as also key. Signage posted at every entrance and exit point to the facilities, whether pedestrian or vehicular, is necessary to ensure we inform as many customers as possible prior to the transition including:

- + Parking Facility Entrance Lanes
- + Parking Facility Exit Lanes
- + Valet Check-In Stations
- + Shuttle Buses
- + Pedestrian Terminal Entry Points (from the Parking Facilities)
- + Pedestrian Parking Facility Entry Points (from the Terminal)
- + Near each level of the Short Term and Long Term garage elevator doors
- + Outside of and within the pedestrian tunnel on Level 0 of the Short Term garage

Working with local news and other media outlets to carry the message into the community is critical as well. **SP+** Media Relations can assist SAT with creating verbiage for these outlets.

Finally, depending on the constraints of the PARCS in place at the time of the transition to cashless, it may be possible to print “Cash Not Accepted Affective September 1, 2023” on parking receipts and tickets. This notification can even be pre-printed on ticket or receipt stock regardless of the PACRS in place.

In instances where a traveler has no other form of payment, **SP+**, in conjunction with the SAT Parking and Ground Transportation department, will define standard operating procedures to include a “Promise to Pay” statement signed by the customer.

Recently, **SP+** converted the parking operation at the Appleton International Airport to cashless. While ATW is a considerably smaller operation than SAT, the methods described above helped to ensure a successful transition.

J. OPERATIONS AND MAINTENANCE

a. Describe Respondent's plan to maintain equipment and facilities.

Facility Maintenance and Appearance

As the first and one of the last impressions customers may have of the San Antonio International Airport, safety and the cleanliness of the parking facilities are extremely important, and a critical priority in our first days as the parking management operator. Our local ACDBE partner firm's janitorial and maintenance staff will patrol the facilities daily, based on a comprehensive facility maintenance schedule developed on the responsibilities matrix included in the Parking Optimization RFP, completing daily cleaning logs and ensuring all areas that require sweeping are addressed, while providing enhanced cleaning as necessary to maintain the facilities in a "Day One" condition.



SP+ will partner with local ACDBE-certified Access Data Supply, Inc. to provide the personnel and recommend equipment (such as sweepers, scrubbers, or power washing machinery) necessary to maintain the general upkeep and cleanliness of the Airport parking facilities and other critical pedestrian and customer areas including surfaces, sidewalks, exit booths and

entry and exit lanes. Our maintenance coverage is 24 hours per day, 7 days per week, using a staff of full-time and part-time maintenance personnel.

SP+ will utilize our maintenance personnel to continuously monitor the facilities for litter and perform basic janitorial duties. They are required to complete a "Maintenance Checklist" during every shift worked. The checklist is used as a guideline for daily and weekly routine maintenance requirements and as documentation that the work has been completed. The checklist is reviewed every day by management to verify that all required boxes have been initialed. At the end of each shift, management personnel tour the facilities to confirm that the scheduled maintenance duties have been completed and the work performed is satisfactory. The maintenance tour is included as part of the daily facility inspection. *Please reference before and after images to the right of the significant improvements we achieved immediately upon our assumption of the parking facilities at San Francisco International Airport.*

Before SP+ Parking



After SP+ Parking



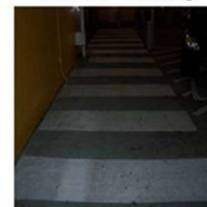
Current



Before SP+ Parking



After SP+ Parking



Current



If awarded the contract, **SP+** is eager to fulfill all maintenance and janitorial obligations at SAT as required under the agreement. **SP+** has established meticulous maintenance standards and implemented them through a carefully developed and strictly enforced monitoring system. Our rigorous maintenance standards are incorporated into detailed inspection checklists customized to the specific requirements of each parking facility.

Our schedule allows for maintenance personnel to traverse each parking lot multiple times per day to remove debris, empty trash bins, and wipe down all equipment. Our staff will complete a “Maintenance Checklist” during every shift worked that is used as a guideline for daily and weekly routine maintenance requirements and as documentation that the work has been completed. Cashier booths will be cleaned by each cashier on duty during their shift as well as a more thorough cleaning daily of the exterior, windows and public-facing equipment such as the fee display and automated payment machines.

Coronavirus Pandemic – New Guidelines for a Changing Airport Environment

The Airport industry is undergoing a myriad of challenges and changes, some likely permanent, as a result of the ongoing global Coronavirus pandemic. So much information and different sources exists that employees may feel like the receiving end of a gushing fire hydrant. To ensure consistent and reliable information is accurately presented and readily available, a “Coronavirus Guidelines” document will be distributed to all **SP+** associates and posted in all common gathering areas such as breakrooms and cashier booths.

The document provides guidance, recommendations and optional signage and other solutions to ensure each parking facility is ready to safely welcome back the traveling public. Examples of new or augmented training provided in the document include:

- + Proper handwashing techniques
- + Facemasks and other CDC-recommended apparel (position-specific)
- + How to properly greet customers
- + How to properly return personal property of the customer (e.g., customer credit card)
- + New proper valet parking techniques, including driving with window down and wiping down keys, door handles, etc. after use
- + New Shuttle cleaning protocol
- + New Shuttle passenger social distancing requirements/recommended bus layouts
- + New contactless payment technologies to eliminate/reduce human-to-human interaction
- + Multiple signage recommendations for safety, payment options and social distancing
- + New sanitization equipment options and signage

Additionally, each **SP+** associate has access to an **SP+** online portal containing answers to the most frequently asked questions regarding the pandemic. This communication channel was created in early March 2019 to ensure associates have access to correct information and know whom to contact for any concern. As our airport associates have been considered “front-line employees” during the pandemic, ensuring their safety and comfort has been our highest priority. The FAQs are updated as often as necessary to remain accurate and timely. While initial FAQs primarily centered on personal protective measures, more recently, the document caters to a “return-to-work” theme and new policies regarding what employees must do and document daily to ensure a safe working environment. Specific do’s and don’ts are provided regarding what to do

if an associate is suspected to or has tested positive for the virus to ensure all privacy laws and ordinances are strictly adhered to.

SP+ will provide the training and resources to continuously improve the safety of our associates, guests and visitors at SAT's parking facilities.

Enhanced Signage and Wayfinding

In addition to being clean and efficient, airport parking facilities need to reflect a clearly understood and professionally maintained signage system. **SP+** maintains its own custom signage program known as **SP+ Signs**. **SP+ Signs** is a recognized leader in providing facility signage that contains clean, crisp, unambiguous visual instructions and pathway markers.

Our Marketing Services team can provide the design and drawings and **SP+ Signs** can provide the sign production and installation. We work with pre-selected outside vendors to produce the sign drawings used for production. There is no charge for design services so our Custom Signage Programs are well below market rates.



Our internally produced signs and related items generally cost 30% less than those produced at retail sign shops. Additionally, by purchasing signs from our sign shop, clients are assured of consistent and quality designs, formats, and language. **SP+** will also utilize signage as a tool to reinforce SAT's branding and actively promote its facilities. One of the first areas addressed as a part of a new operation transition is to refresh each parking area's rate signage, as well as lot liability signage. In addition, **SP+** will develop a plan to replace any hand-written or stale/tired signage with fresh signage installations.

SOP Manual

SP+ will prepare a Standard Operating Procedures (SOP) manual specific and customized for SAT as a resource for employees of the Parking and Shuttle Operations at the Airport. This manual describes the standard operating procedures for employees to follow in the course of performing their regular duties in the parking and shuttle operations. The manual will be kept current for the use and guidance of parking operations employees, and will include instructions and information necessary for employees to understand and effectively perform their duties. Copies of this manual will be issued and be available to all affected personnel as appropriate to their function.

This manual will document the procedures required for proper performance of all cashier functions, facility maintenance and shuttle operations. Strict compliance with these procedures will assure effective operations. This will result in a safe and efficient operation for all personnel and patrons of the parking facilities at SAT.

Revisions and additions to the SOP manual will be issued periodically. Revisions will be consistent with operational procedures and any modifications or added services to the parking operations. Prior to issuance of a revision, all changes will be coordinated with appropriate personnel to assure consistency with all operations.

PARCS Equipment and Maintenance Procedures

The following reflects our standard protocol and represents the basic policies and procedures our staff will follow in facilitating day-to-day operations of SAT's PARCS equipment. Such policies and procedures can be customized for specific equipment manufacturers, but at a minimum, these procedures ensure that our operations team follows and handles different scenarios using the same basic approach and understanding when servicing the equipment.

This methodical approach allows our operations program to be consistent in meeting the scope of services we offer. Providing a set of written policies and procedures also ensures that each machine is properly checked and maintained in the same manner (by the entire staff). This protocol decreases the frequency of visits required by outside equipment vendors and technicians.

Basic procedures are listed below:

- + Cleaning external housings, digital displays, etc.
- + Cleaning the print heads
- + Lubricating cutter blades
- + Adjusting the belts
- + Blowing out microscopic debris from all moving parts weekly
- + Addressing other routine maintenance tasks



SP+ has experience with all major revenue control hardware and software configurations in use today, including the HUB system currently in use at SAT. We have extensive demonstrated qualifications managing and utilizing fully online revenue control systems to enable and automatically

process multiple rate classifications, generating revenue and facility operations reports, and operating and performing routine maintenance on systems components including ticket issuing machines, loop detectors and actuated gates, and cashier terminals – and much more.

We currently operate HUB PARC systems at several airports including BWI, CLE, FLL, RIC, and SLC. If selected as your new operator, SAT will benefit from our extensive knowledge of the HUB systems and software.

b. List equipment Respondent will need to purchase in order to maintain equipment and facilities.

Employing the “Right tool for the job” mentality, **SP+** commits to investing a considerable amount in equipment procurement to ensure the proper care and maintenance of the Airport's assets while providing first class cleaning services.

Equipment

- | | |
|----------------------------|--------------------------|
| + Cones and barricades | + 3M stripping pads |
| + Tornado carpet extractor | + Floor cleaning machine |
| + Squeegee vacuums | + Bagless HEPA vacuum |
| + Poly brushes 18" | |

Supplies

SP+ will encourage our janitorial services subcontractor to utilize tried and trusted cleaning products from Waxie Sanitary Supply. A list of the most commonly used cleaning supplies includes:

- + WAXIE Fibercare #2 Carpet Extractor GL
- + WAXIE Defoamer – Foam Dissipater
- + Stearns Powdered Laundry Bleach
- + WAXIE Carpet and Room Deodorizer
- + WAXIE Gum Away II Aerosol – Gum Remover
- + WAXIE Kleen White RTU Emulsion Bowl Cleaner
- + WAXIE Shield Nitrile PF Exam Gloves
- + WX Hocus Pocus Carpet Spotter Spot Cleaner

Additionally, please see the following section for a list of Waxie-Green Products that **SP+** currently uses in our airport custodial operations.

c. Describe how Respondent will utilize environmentally friendly (green) products, services and equipment as part of daily operations.

SP+ strives to be industry leaders in environmental leadership. We incorporate our extensive background with strategic, industry leading, manufacturers to provide effective green solutions across our suite of services. Our mission as a solution provider to our customers is to lead the way in three green core elements:

- + Minimize impact on human health and the environment
- + Improve indoor air quality
- + Reduce water, chemical and energy waste

SP+ and its strategic partners offer process, equipment, and chemical solutions to meet or exceed some of the most stringent and leading green initiatives in the industry. Our internal operational procedures and processes foster the continued expansion and growth of green initiatives.

- + Cradle to grave management – Our goal is to own “green” from procurement to disposal/recycle
- + Ongoing review of process and new products for continued “greening”
- + Initial and ongoing staff awareness training ensures optimization
- + Maintaining a secure/clean environment that is compliant with CDC and state COVID requirements and protocols

High-quality WAXIE-Green products incorporate the latest cleaning technology in order to deliver superior cleaning results and include products that have been certified by third-party ecolabels. In addition to providing cleaning performance, WAXIE-Green cleaning chemicals are also formulated to reduce potential impacts on human health as well as the environment. WAXIE-Green products offer a compelling combination of performance, price, health and safety, along with an environmentally preferable profile.

Specifically, **SP+** intends to work with our janitorial services minority partner, ADSI, and encourage the use of the following Waxie-Green Product lines that we have used at other airport facilities with great success:

- + WAXIE-GREEN Solsta 243 Neutral Cleaner (For use on terrazzo floors, tile walls, floors, etc.)
- + WAXIE-GREEN Solsta 543 Glass & Surface Cleaner (for use on mirrors, windows, stainless steel)
- + WAXIE-GREEN Solsta 343 Restroom Cleaner
- + WAXIE SOLSTA 764 Lemon Quat Disinfectant Cleaner
- + WAXIE-GREEN Fibercare Carpet Soil Extractor GL
- + WAXIE-GREEN Encapsulating Carpet Spotter (pretreatment for carpet stains)
- + WAXIE-GREEN CSL Calcium Scale & Lime Remover
- + WAXIE-GREEN Stainless Steel Polish/Degreaser (for stainless steel fixtures, baggage carousels, hand rails, etc.)

SP+ is eager to partner with SAT to help achieve the goals outlined in the Sustainable Airport Manual (SAM) as well as collaborate on additional ideas on the promotion of sustainability by reducing the environmental impact of our operations in ways that will help improve air quality for the local community and reduce global greenhouse gas emissions.

We believe there are opportunities to address EWM 1, 2, 4, 5, 7, 8, 9, and HSS-3 solely around the SAT parking infrastructure.

Shade Structures

The large surface areas of the Green, Red and Cell Lots provide an opportunity to install shading over the parking spaces and solar collectors on top of that. The east to west directionality of the parking spaces of the Green Lot are optimal so as to angle the solar collectors to the south for optimal light.

Conceptually the same can be done on the top of the Long Term and Short Term garages, but depending on the need, SAT may consider solar thermal collectors instead for use in the terminals. The solar collectors would help address a number of the SAT sustainability objectives. Aside from the improved energy performance from a renewable source, it would help to minimize solar heat gain from the surface lots, provide the incremental energy required for the EV charging infrastructure, and reduce energy consumption costs.

We also believe that a shade system could also help contribute to light pollution reduction. The tall light poles could be replaced with smaller IDA approved light fixtures mounted under the shade structures. Lastly, a shade system would increase the value of the surface lots by keeping passenger vehicles cooler.

Rainwater Reclamation System

While difficult to be conclusive without a study, there may be an opportunity to reduce water use by installing a rainwater reclamation system to collect cleaner run off from the shade structures before it reaches the ground, addressing EWM-8 and EWM-9.

While San Antonio's wet season only spans part of the year, from April to October, that may be enough to make this system cost effective.

Improved EV Charging Management

SP+ will monitor EV charging usage and recommend strategies for optimal usage and optimal current draw from the grid or renewable charging infrastructure, addressing EWM-1, EWM-5.

The first and most important item to highlight is that there is no need for high-speed chargers at the airport parking lots. Limiting power output to 3.3kW provides sufficient power, particularly in facilities where customers will park for longer than 24 hours. This will dramatically reduce the load on the electrical system as well as reduce the costs of the electrical infrastructure required to install chargers (3.3kW chargers will enable SAT to double the number of charging spaces for the same amount of electrical power as compared with 6.6kW chargers).

It's also important to recognize that a number of vehicles are limited to 3.3kW, thus the higher power output is no need for most vehicles. Our observations to inform us that customers are pulling into **SP+** garages to top off their vehicles; at 6.6kW, they charge up within a few hours and then occupy the space for the remainder of the time.

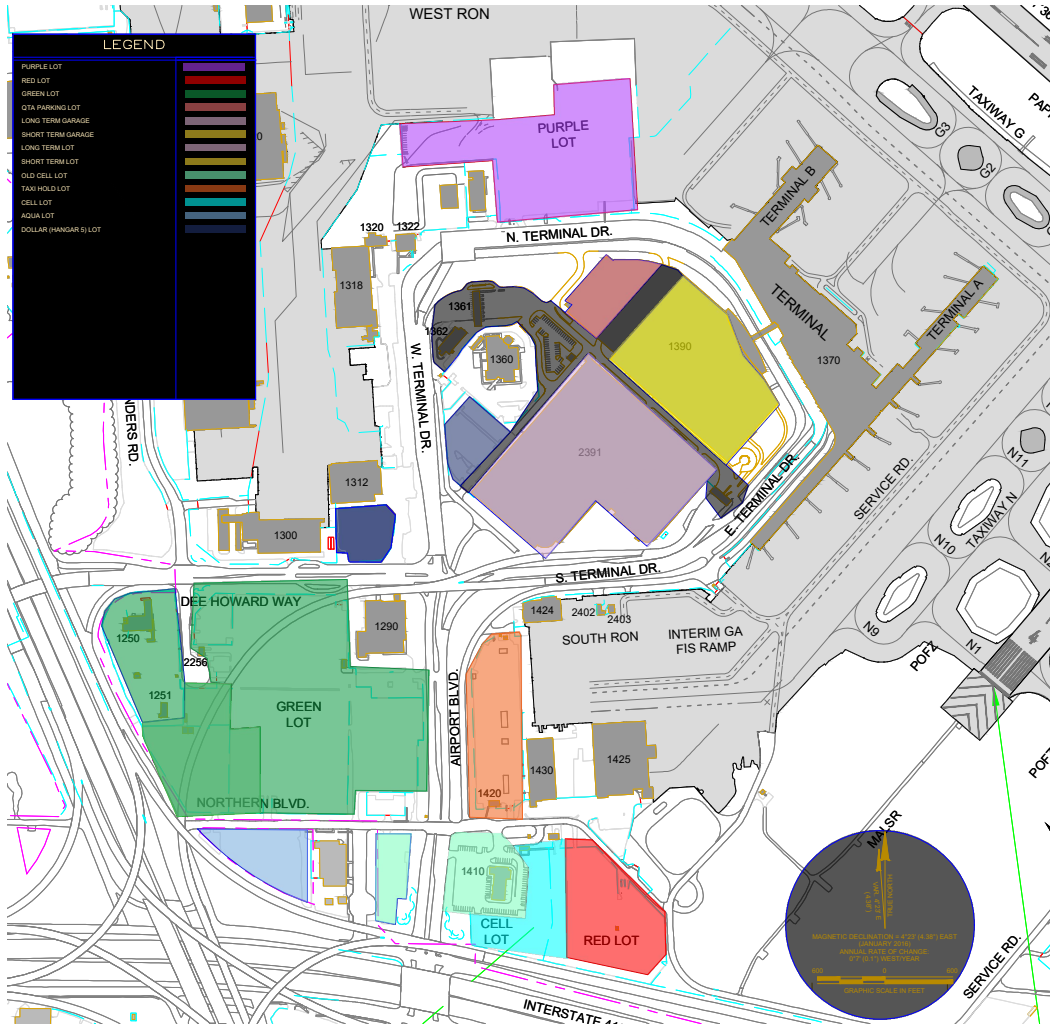
Additionally, we would also recommend energy peak shaving strategies such as offering a cheaper option to customers to charge during off peak times. This would be a good option for customers who will park for three days or longer where the charger automatically turns itself on and off. **SP+** is also talking to a potential partner that could provide technology for green energy charging that can give us the ability to switch on the charger only when there is an excess of green energy being generated by the grid.

The opportunities for proactive EV charging management are endless, and the **SP+** Revenue Management department is at the ready to take on this challenge for SAT.

EXHIBIT C
FACILITIES

Parking Facilities

[Attached]



SAN ANTONIO INTERNATIONAL AIRPORT

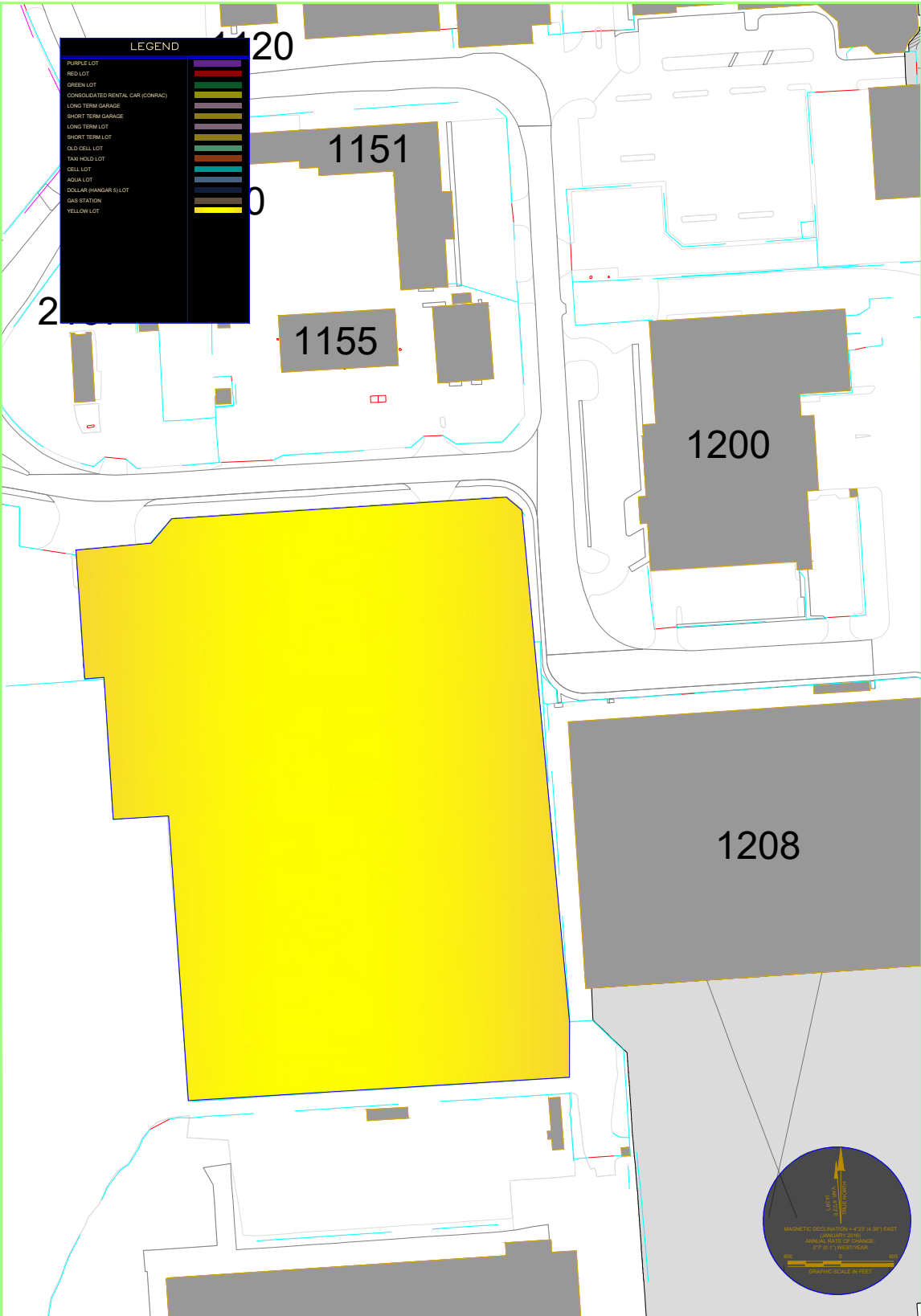
**PARKING LOTS, ADMIN BUILDING,
ENTRY/EXIT, GARAGES & ROADS**

9800 AIRPORT BLVD,
SAN ANTONIO, TX 78216

SAT PROJECT NUMBER: 33-XXXXX
COPYRIGHT: SA INTERNATIONAL AIRPORT
FILE NAME: PARKING LOTS MAP.DWG
DRAWN BY: MICHAEL PAUL HARPER
CHECKED BY: MICHAEL PAUL HARPER
APPROVED BY: TAMARA IRWIN
ISSUE DATE: MARCH 04, 2024
REVISION DATE: MARCH 04, 2024

PAGE 1 OF 2
SAT PARKING

at
**SAN ANTONIO
INTERNATIONAL AIRPORT**



Lot & Garage Capacity

Note: this list supplements this Exhibit C and does not comprise the total list of all Parking Facilities

Lots/garages generally open to the public:

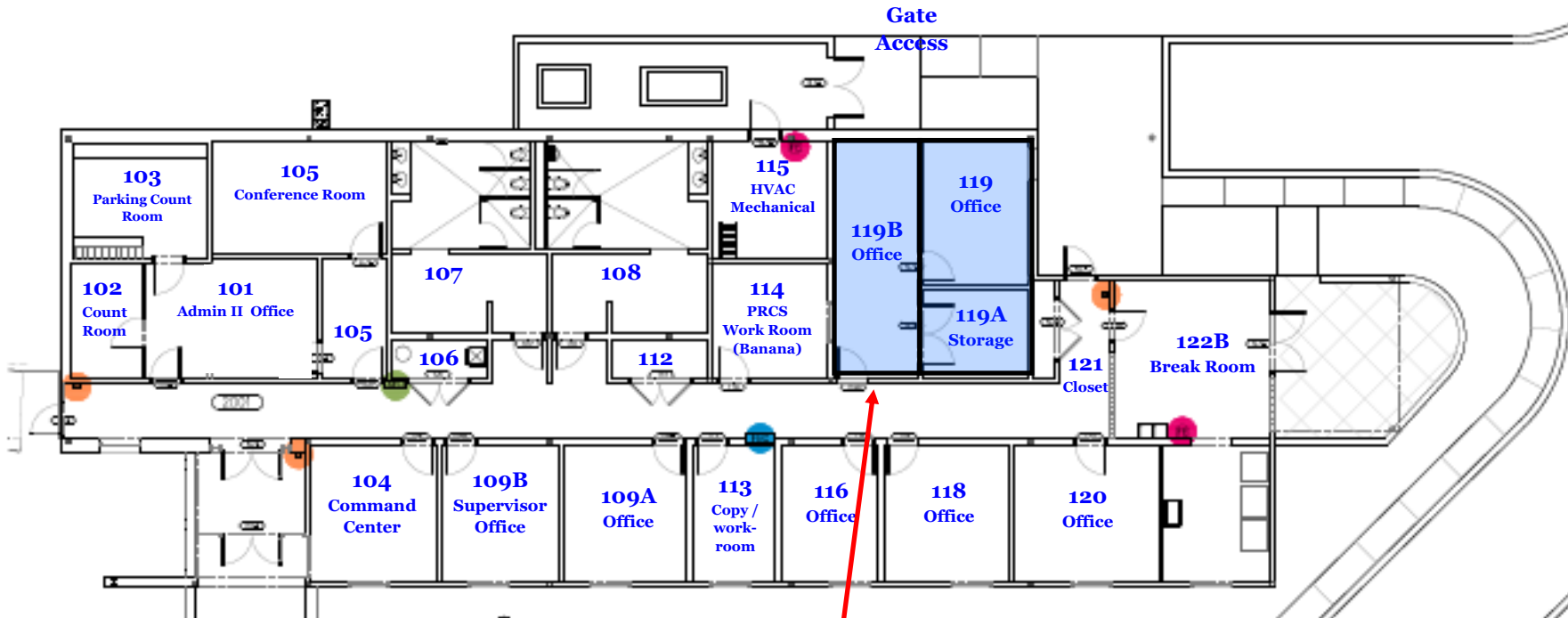
- Short Term Garage (1,238 parking spaces)
- Short Term Lot
- Long Term Garage (5,425 parking spaces)
- Long Term Lot
- Green Lot (2,015 parking spaces)
- Red Lot (550 parking spaces)

Lots/garages open to the public on an ad hoc basis during peak demand (*i.e.*, overflow lots):

- Aqua Lot
- Dollar (Hangar 5) Lot
- Old Cell Lot
- Yellow Lot

Administrative Facilities

[Attached]



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
FIRE PROTECTION PLAN																																																																																																			
1																																																																																																			
100% 1-100-1001																																																																																																			
100% 1-100-1001																																																																																																			

EXHIBIT D

EQUIPMENT AND PERSONAL PROPERTY

[Attached]

Line #	SAP Asset Number	*Qty	*Description	Additional description	*Asset Class	^T Date Acquired	^C Cost Center	CC Name
242	330000000084	1	OFFICE DEPOT 2 DRAWER VERTICLE CABINET FILE WHITE		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
252	330000000106	1	OFFICE DEPOT 4 DRWR VERTICLE CABINET FILE BLACK		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
253	330000000107	1	OFFICE DEPOT 2 DRWR VERTICLE CABINET FILE BLACK		TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
254	330000000108	1	OFFICE DEPOT 2 DRWR VERTICLE CABINET FILE BLACK		TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
255	330000000109	1	OFFICE DEPOT 2 DRWR VERTICLE CABINET FILE BLACK		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
256	330000000110	1	OFFICE DEPOT 2 DRWR VERTICLE CABINET FILE BLACK		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
336	330000000218	1	SANDUSKY 2 DRAWER VERTICLE CABINET FILE WHITE		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
398	330000000316	1	HON 5 DRAWER VERTICLE CABINET FILE BLACK		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
401	330000000319	1	HON 2 DRAWER VERTICLE CABINET FILE BLACK		TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
402	330000000320	1	HON 2 DRAWER VERTICLE CABINET FILE BLACK		TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
403	330000000321	1	HON 2 DRAWER VERTICLE CABINET FILE BLACK		TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
404	330000000322	1	HON 2 DRAWER VERTICLE CABINET FILE BLACK		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
414	330000000353	1	HON 2 DRAWER VERTICLE CABINET FILE WHITE		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
451	330000000426	1	KEURIG ELITE K45 COFFEE MAKER BLACK		TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
471	330000000452	1	5 DRAWER VERTICLE CABINET FILE BLACK		TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
500	330000000482	1	MILWAUKEE HACKZALL RECIPROCATING SAW		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
507	330000000490	1	FLO TOOL MULTI PURPOSE FUNNEL ORANGE		TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
508	330000000491	1	FLO TOOL MULTI PURPOSE FUNNEL ORANGE		TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
509	330000000492	1	FLO TOOL MULTI PURPOSE FUNNEL ORANGE		TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
524	330000000511	1	4 DRAWER VERTICLE CABINET FILE WHITE		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
566	330000000566	1	4 DRAWER VERTICLE CABINET FILE GRAY		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
591	330000000595	1	RIGID HIGH PERFORMANCE WET/DRY VAC		TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
592	330000000596	1	RIGID HIGH PERFORMANCE WET/DRY VAC		TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
595	330000000600	1	HON DOUBLE DOOR CABINET FILE BLACK		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
621	330000000648	1	MASTER MECHANIC TAPE MESAURE 100 FT		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
786	330000000924	1	WORK FORCE 24 IN BOLT CUTTERS		TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
787	330000000925	1	WORK FORCE 24 IN BOLT CUTTERS		TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
792	330000000934	1	MISSION ERGONOMIC BLACK CHAIR		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
793	330000000935	1	MISSION ERGONOMIC BLACK CHAIR		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
896	330000001120	1	MAGIC CHEF BLACK MINI FRIDGE		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
982	330000001235	1	LONG OPEN WOOD CABINET FILE		TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
997	330000001260	1	BOSCH BULLDOG EXTREME DRILL		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1041	330000001323	1	SHADE TECH INSTANT CANOPY		TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
1045	330000001330	1	METAL 2 DOOR CABINET FILE		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1046	330000001333	1	KENMORE MINI FRIDGE WHITE		TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION

1047	330000001334	1	KENMORE MINI FRIDGE WHITE	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1049	330000001336	1	HUSKY 17 PIECE SOCKET SET	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1075	330000001378	1	QUARTET CORK/WHITE BOARD	TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
1113	330000001416	1	PANASONIC BIG SCREEN TV	TP3300	08/26/15	3305040006	PARKING AND GROUND TRANSPORTATION
1161	330000001521	1	MILWAUKEE IMPACT DRIVER	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1164	330000001525	1	LUMA 2 PROJECTOR SCREEN	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1168	330000001530	1	HON ERGONOMIC RED CHAIR	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1169	330000001532	1	HAIER WHITE MINI FRIDGE	TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
1172	330000001537	1	FELLOWES BLACK SHREDDER	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1186	330000001556	1	XYRON LAMINATE MACHINE	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1197	330000001574	1	MILWAUKEE DRILL/DRIVER	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1201	330000001580	1	EMERSON VHS/DVD PLAYER	TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
1210	330000001591	1	BOOKCASE 5 COMPARTMENT	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1211	330000001592	1	BOOKCASE 5 COMPARTMENT	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1212	330000001594	1	BOOKCASE 5 COMPARTMENT	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1299	330000001698	1	OVAL CONFERENCE TABLE	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1425	330000001889	1	BLACK ERGONOMIC CHAIR	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1463	330000001947	1	HON MEDIUM SIZE DESK	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1484	330000001980	1	SMALL WRITING TABLE	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1486	330000002003	1	RYOBI DRILL BIT SET	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1501	330000002026	1	HON RED LOBBY CHAIR	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1536	330000002082	1	TRAIANGLE FLARE KIT	TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
1537	330000002083	1	TRAIANGLE FLARE KIT	TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
1538	330000002084	1	TRAIANGLE FLARE KIT	TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
1551	330000002098	1	QUARTET CORK BOARD	TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
1552	330000002099	1	PURPLE LOBBY CHAIR	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1553	330000002100	1	PURPLE LOBBY CHAIR	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1564	330000002120	1	GREEN LOBY CHAIRS	TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
1569	330000002131	1	DEST WITH CABINETS	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1595	330000002157	1	BLITZ BLACK FUNNEL	TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
1596	330000002158	1	BLITZ BLACK FUNNEL	TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
1610	330000002175	1	RCA BIG SCREEN TV	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1621	330000002188	1	LARGE WHITE BOARD	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1622	330000002189	1	LARGE CORK BOARD	TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
1623	330000002190	1	LARGE CORK BOARD	TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
1627	330000002196	1	FRIGIDAIRE FRIDGE	TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
1634	330000002204	1	CORK BOARD MEDIUM	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1635	330000002205	1	CORK BOARD MEDIUM	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION

1638	330000002209	1	BLACK LOBBY CHAIR	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1639	330000002210	1	BLACK LOBBY CHAIR	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1691	330000002273	1	SMALL WOOD STAND	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1694	330000002277	1	SMALL CORK BOARD	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1695	330000002287	1	RECTANGULAR DESK	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1696	330000002288	1	RECTANGULAR DESK	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1702	330000002296	1	LARGE CORK BOARD	TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
1704	330000002300	1	HON CIRCLE TABLE	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1736	330000002362	1	OPTON PROJECTOR	TP3300	08/26/15	3305040006	PARKING AND GROUND TRANSPORTATION
1742	330000002373	1	IRWIN VISE GRIP	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1839	330000002498	1	TV WALL MOUNT	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1857	330000002528	1	L SHAPED DESK	TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
1859	330000002530	1	L SHAPED DESK	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1868	330000002543	1	WEIGHT SCALE	TP3300	08/20/15	3305040006	PARKING AND GROUND TRANSPORTATION
1912	330000002624	1	GARDALL SAFE	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1914	330000002626	1	DVD PLAYBACK	TP3300	08/26/15	3305040006	PARKING AND GROUND TRANSPORTATION
1917	330000002629	1	CLC TOOL BAG	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1954	330000002674	1	SENTRY SAFE	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1964	330000002690	1	METAL CHAIR	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1972	330000002705	1	DESK SMALL	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
1986	330000002729	1	WOOD TABLE	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
2004	330000002757	1	MAKITA SAW	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
2013	330000002791	1	DESK LARGE	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
2043	330000002825	1	ACME SAFE	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
2215	330000003035	1	DESK	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
2241	330000003071	1	HAMMER	TP3300	08/21/15	3305040006	PARKING AND GROUND TRANSPORTATION
2314	330000003204	1	LADDER 3 STEP	TP3300	08/24/15	3305040006	PARKING AND GROUND TRANSPORTATION
2487	330000003480	1	JET SORT CUMIES	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2488	330000003481	1	WOOD SHELF FOR PAPERS	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2489	330000003482	1	3 DRAWER BEIGE FILE CABINET	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2490	330000003484	1	2 DRAWER BEIGE FILE CABINET	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2492	330000003488	1	RECTANGULAR DESK	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2493	330000003489	1	PROIMAGE PLUS POSTER PRINTER	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2494	330000003491	1	SMALL BROWN BOOKCASE	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2495	330000003492	1	ALUMINUM DOLLY	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2496	330000003494	1	RECTANGULAR DESK	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2498	330000003497	1	BLACK 4 DRAWER FILE CABINET	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2500	330000003501	1	TAN LOBBY CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION

2501	330000003502	1	TAN LOBBY CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2502	330000003503	1	TAN LOBBY CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2503	330000003504	1	SMALL WOOD AND METAL TABLE	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2504	330000003505	1	BLACK PLASTIC CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2505	330000003506	1	BLACK PLASTIC CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2506	330000003507	1	BLACK PLASTIC CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2507	330000003508	1	BLACK PLASTIC CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2508	330000003510	1	BLACK PLASTIC CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2509	330000003511	1	BLACK PLASTIC CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2510	330000003512	1	BLACK PLASTIC CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2511	330000003513	1	BLACK PLASTIC CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2512	330000003514	1	BLACK PLASTIC CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2513	330000003515	1	BLACK PLASTIC CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2515	330000003524	1	MINI FRIDGE	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2516	330000003525	1	BEIGE 3 DRAWER METAL CABINET	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2517	330000003526	1	METAL HORIZONTAL FILE CABINET	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2518	330000003527	1	BEIGE METAL COMPUTER CART	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2519	330000003528	1	BLUE ERGONOMIC CHAIR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2520	330000003529	1	MICROWAVE OVEN	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2521	330000003530	1	DROP SAFE	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2522	330000003531	1	BEIGE CABINET	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2523	330000003532	1	BEIGE CABINET	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2524	330000003533	1	METAL HORIZONTAL FILE CABINET	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2525	330000003535	1	SWINGLINE GBC LAMINATOR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2526	330000003536	1	STAINLESS 4 SHELVES RACK	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2527	330000003537	1	6 FOOT A-FRAME LADDER	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2528	330000003538	1	FLAMMABLE LIQUID STORAGE CABINET	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2529	330000003539	1	AIR COMPRESSOR	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2530	330000003540	1	SUN CAST HOSE MOBILE WITH HOSE	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2531	330000003541	1	PICTURE FRAME	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2532	330000003542	1	CRAFTSMAN SMALL TOOL BOOK	TP3300	04/02/17	3305040006	PARKING AND GROUND TRANSPORTATION
2533	330000003543	1	HUSKY RED TOOL BOX	TP3300	04/05/17	3305040006	PARKING AND GROUND TRANSPORTATION
2539	330000003549	1	MINUTEMAN PUSH SWIPER	TP3300	04/26/17	3305040006	PARKING AND GROUND TRANSPORTATION
2540	330000003551	1	HUSKY SMALL RED TOOL BOX	TP3300	04/26/17	3305040006	PARKING AND GROUND TRANSPORTATION
2541	330000003552	1	HUSKY LIGHT POLE TOWER	TP3300	04/26/17	3305040006	PARKING AND GROUND TRANSPORTATION
2542	330000003553	1	DELTA DRILL PRESS	TP3300	04/26/17	3305040006	PARKING AND GROUND TRANSPORTATION
2543	330000003554	1	2 DRAWER BEIGE FILE	TP3300	04/26/17	3305040006	PARKING AND GROUND TRANSPORTATION
2544	330000003555	1	CRAFTSMAN SMALL TOOL BOOK	TP3300	04/26/17	3305040006	PARKING AND GROUND TRANSPORTATION

2545	330000003556	1	CRAFTSMAN SMALL TOOL BOOK	TP3300	04/26/17	3305040006	PARKING AND GROUND TRANSPORTATION
2546	330000003557	1	RIGID SQUARE SHOVEL	TP3300	04/26/17	3305040006	PARKING AND GROUND TRANSPORTATION
2547	330000003558	1	LARGE YELLOW STEEL Mallet	TP3300	04/26/17	3305040006	PARKING AND GROUND TRANSPORTATION
2548	330000003559	1	TITAN GRIP WHEEL LOCK	TP3300	04/26/17	3305040006	PARKING AND GROUND TRANSPORTATION
2549	330000003560	1	DEWALT YELLOW AIR TANK	TP3300	04/26/17	3305040006	PARKING AND GROUND TRANSPORTATION
2901	330000004049	1	The Hon Office Chair - Blue	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2902	330000004050	1	The Hon Office Chair - Blue	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2903	330000004051	1	The Hon Office Chair - Blue	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2904	330000004052	1	The Hon Office Chair - Blue	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2905	330000004053	1	The Hon Office Chair - Blue	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2906	330000004054	1	The Hon Office Chair - Blue	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2907	330000004055	1	The Hon Office Chair - Olive	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2910	330000004058	1	The Hon Office Chair - Red	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2911	330000004059	1	Desk Riser	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2912	330000004060	1	Desk Riser	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2913	330000004061	1	Office Chair	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2914	330000004062	1	Office Chair	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2915	330000004063	1	Office Chair	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2916	330000004064	1	Office Chair	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2917	330000004065	1	The Hon Office Chair - aqua	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2918	330000004066	1	The Hon Office Chair - aqua	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2919	330000004067	1	The Hon Office Chair - aqua	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2920	330000004068	1	The Hon Office Chair - aqua	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2921	330000004069	1	The Hon Office Chair - aqua	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2922	330000004070	1	The Hon Office Chair - aqua	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2923	330000004071	1	The Hon Office Chair - aqua	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2924	330000004072	1	The Hon Office Chair - aqua	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2925	330000004073	1	The Hon Office Chair - aqua	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2926	330000004074	1	The Hon Office Chair - aqua	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2927	330000004075	1	Ergonomic Blue Office Chair	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2928	330000004076	1	Air Compressor	TP3300	03/15/19	3305040006	PARKING AND GROUND TRANSPORTATION
2929	330000004077	1	The Hon Office Chair - Blue	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2930	330000003549	1	MINUTEMAN PUSH SWIPER	TP3300	04/26/17	3305040006	PARKING AND GROUND TRANSPORTATION
2932	330000004080	1	Klutch Mount Drill Press	TP3300	03/15/19	3305040006	PARKING AND GROUND TRANSPORTATION
2935	330000004083	1	Inspire Stack-Armless - Sprout	TP3300	04/11/19	3305040006	PARKING AND GROUND TRANSPORTATION
2936	330000004084	1	The Hon Office Chair - Red	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2938	330000004086	1	The Hon Office Chair - Burgundy	TP3300	03/11/19	3305040006	PARKING AND GROUND TRANSPORTATION
2939	330000004087	1	Dry Eraser Board -1/2 cork & 1/2 board	TP3300	05/09/19	3305040006	PARKING AND GROUND TRANSPORTATION

2940	330000004088	1	The Hon Office Chair - Olive	TP3300	06/19/18	3305040006	PARKING AND GROUND TRANSPORTATION
2941	330000004089	1	Quartet Dry Eraser Board	TP3300	05/09/19	3305040006	PARKING AND GROUND TRANSPORTATION
2943	330000004091	1	Cummins Allison Jetscan	TP3300	03/05/19	3305040006	PARKING AND GROUND TRANSPORTATION
2944	330000004092	1	Hurricane Canless Air System	TP3300	02/13/19	3305040006	PARKING AND GROUND TRANSPORTATION
2945	330000004093	1	Quartet Cork Board	TP3300	05/09/19	3305040006	PARKING AND GROUND TRANSPORTATION
2946	330000004094	1	Quartet Cork Board	TP3300	05/09/19	3305040006	PARKING AND GROUND TRANSPORTATION
2947	330000004095	1	Hurricane Canless Air System	TP3300	02/13/19	3305040006	PARKING AND GROUND TRANSPORTATION
2948	330000004096	1	Cummins Allison Jetscan	TP3300	03/05/19	3305040006	PARKING AND GROUND TRANSPORTATION
2949	330000004097	1	Black Fridge	TP3300	03/25/17	3305040006	PARKING AND GROUND TRANSPORTATION
2950	330000004098	1	Magic Chef Microwave	TP3300	05/29/18	3305040006	PARKING AND GROUND TRANSPORTATION
2951	330000004099	1	Husky 10 gallon Portable Air Tank	TP3300	09/06/19	3305040006	PARKING AND GROUND TRANSPORTATION
2952	330000004100	1	Husky 10 gallon Portable Air Tank	TP3300	09/06/19	3305040006	PARKING AND GROUND TRANSPORTATION
2953	330000004101	1	Frigidaire Refrigerator	TP3300	09/06/19	3305040006	PARKING AND GROUND TRANSPORTATION
2954	330000004102	1	Titan Painting Machine	TP3300	09/06/19	3305040006	PARKING AND GROUND TRANSPORTATION
2955	330000004103	1	Drill Doctor Model 500X	TP3300	05/10/19	3305040006	PARKING AND GROUND TRANSPORTATION
2956	330000004104	1	Klutch 3pc Pipe Wrench	TP3300	05/15/19	3305040006	PARKING AND GROUND TRANSPORTATION
2957	330000004105	1	Extension Ladder	TP3300	03/27/19	3305040006	PARKING AND GROUND TRANSPORTATION
2958	330000004106	1	Multi Position Ladder	TP3300	03/27/19	3305040006	PARKING AND GROUND TRANSPORTATION
2961	330000004109	1	Brown Shelf	TP3300	09/06/19	3305040006	PARKING AND GROUND TRANSPORTATION
2962	330000004110	1	Shelf	TP3300	09/06/19	3305040006	PARKING AND GROUND TRANSPORTATION
2963	330000004111	1	Chair - Brown Wood	TP3300	09/06/19	3305040006	PARKING AND GROUND TRANSPORTATION
2964	330000004112	1	Lobby Red Chair	TP3300	09/06/19	3305040006	PARKING AND GROUND TRANSPORTATION
2966	330000004114	1	Marron Chair	TP3300	09/06/19	3305040006	PARKING AND GROUND TRANSPORTATION
2967	330000004115	1	Quartet Magnetic Dry Eraser Board	TP3300	05/09/19	3305040006	PARKING AND GROUND TRANSPORTATION
2968	330000004351	1	Quartet Magnetic Dry Eraser Board	TP3300	05/09/19	3305040006	PARKING AND GROUND TRANSPORTATION
2969		1	Briza Infared Heater 1500W with stand	TP3300	10/20/21	3305040006	PARKING AND GROUND TRANSPORTATION
		1	Briza Infared Heater 1500W with stand	TP3300	10/20/21	3305040006	PARKING AND GROUND TRANSPORTATION
		1	DEWALT DRILL 143680	TP3300	08/22/22	3305040006	PARKING AND GROUND TRANSPORTATION
2970		1	84# UMBRELLA BASE W/WHEELS	TP3300	08/22/22	3305040006	PARKING AND GROUND TRANSPORTATION
2971		1	COMPOSITE PICNIC TABLE - 6', BROWN	TP3300	08/18/22	3305040006	PARKING AND GROUND TRANSPORTATION
2972		1	COMPOSITE PICNIC TABLE - 6', BROWN	TP3300	08/18/22	3305040006	PARKING AND GROUND TRANSPORTATION
2973		1	COMPOSITE PICNIC TABLE - 6', BROWN	TP3300	08/18/22	3305040006	PARKING AND GROUND TRANSPORTATION
2974		1	Windmaster Umbrella 9ft - Khaki	TP3300	10/22/22	3305040006	PARKING AND GROUND TRANSPORTATION
2975		1	Windmaster Umbrella 9ft - Khaki	TP3300	10/22/22	3305040006	PARKING AND GROUND TRANSPORTATION
2976		1	Windmaster Umbrella 9ft - Khaki	TP3300	10/22/22	3305040006	PARKING AND GROUND TRANSPORTATION
2977		1	Windmaster Umbrella 9ft - Khaki	TP3300	10/22/22	3305040006	PARKING AND GROUND TRANSPORTATION
2978		1	Windmaster Umbrella 9ft - Khaki	TP3300	10/22/22	3305040006	PARKING AND GROUND TRANSPORTATION
2979		1	DeWalt Hammerdrill and max battery	TP3300	11/14/22	3305040006	PARKING AND GROUND TRANSPORTATION

2980		1	84# UMBRELLA BASE W/WHEELS		TP3300	11/14/22	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	Carlyle Battery Jump Starter - blue		TP3300	12/01/22	3305040007	PARKING AND GROUND TRANSPORTATION	
		1	Carlyle Battery Jump Starter - blue		TP3300	12/01/22	3305040008	PARKING AND GROUND TRANSPORTATION	
		1	Carlyle Battery Jump Starter - blue		TP3300	12/01/22	3305040009	PARKING AND GROUND TRANSPORTATION	
		1	Dolly / Hand Truck		TP3300	01/03/23	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	Patio heater - propane		TP3300	01/18/23	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	Windmaster Sign Frame		TP3300	02/28/23	3305040007	PARKING AND GROUND TRANSPORTATION	
		2	MICROWAVE OVEN countertop 1.6 cu ft - black		TP3300	03/30/23	3305040008	PARKING AND GROUND TRANSPORTATION	
		1	HON Ignition Task Stool		TP3300	4/13/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	HON Ignition Task Stool		TP3300	4/13/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	HON Ignition Task Stool		TP3300	4/13/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	HON Ignition Task Stool		TP3300	4/13/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	HON Ignition Task Stool		TP3300	4/13/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	HON Ignition Task Stool		TP3300	4/13/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	HON Swivel high back big & tall chair		TP3300	4/13/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	HON Swivel high back big & tall chair		TP3300	4/13/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	HON Swivel high back big & tall chair		TP3300	4/13/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	HON Swivel high back big & tall chair		TP3300	4/13/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	Geek Aire Portable misting fan		TP3300	6/27/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		7	HUB Parking-Barcode Scanners		TP3300	10/9/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		10	WindPro Sign Frames		TP3300	10/19/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		2	Halo Bolt portable Jump Starter with tire pump		TP3300	11/8/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	DUET Counterheight Stool - Gray		TP3300	11/13/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	Traffic Delineators w/20 lb base		TP3300	4/12/2023	3305040006	PARKING AND GROUND TRANSPORTATION	
		1	Solar Stop Sign 48"		TP3300	8/14/2023	3305040006	3400.00	
		1	LED Radar Speed sign 42"x32"		TP3300	6/22/2023	3305040006	3885.00	
		1	Adjustable Desk with two-drawer file cabinet set		TP3300		3305040006	478.78	
		1	Jersey Barriers		TP3300	3/25/2023	3305040006	2780.08	
273	10038960	1.0000	2009 Ford Ranger PU Compact 1/2 Ton		CA5800		3/31/2014	14,944.00	
274	10038961	1.0000	2010 TOYOTA CAMRY VEHICLE HYBRID		CA5700		3/31/2014	25,930.02	
267	10038933	1.0000	2015 El Dorado Aero Tech SD Van	UNIT 194915	CA5806	3/11/2014	3/13/2015	61,240.00	
268	10038934	1.0000	2015 El Dorado Aero Tech SD Van	UNIT 195015	CA5806	3/11/2014	3/13/2015	61,240.00	
269	10038935	1.0000	2015 El Dorado Aero Tech SD Van	UNIT 195115	CA5806	3/11/2014	3/13/2015	61,240.00	
345	10042827	1.0000	2015 El Dorado Aero Tech SD Van		CA5806	3/11/2014	9/30/2015	63,685.00	
346	10042828	1.0000	2015 El Dorado Aero Tech SD Van		CA5806	3/11/2014	9/30/2015	63,685.00	
315	10041540	1.0000	2016 Club Car Transporter 6 seater covered top	UNIT 171516	CA5406	6/3/2015	1/12/2016	11,211.80	
347	10042891	1.0000	2016, Ford Eldorado Aerotech, ADA lift		CA5806	11/25/2015	3/7/2016	63,216.00	

348	10042892	1.0000	2016, Ford Eldorado Aerotech, ADA lift		CA5806	11/25/2015	3/7/2016	63,216.00
428	10044584	1.0000	2017 El Dorado 16 Passenger Shuttle Bus		CA5806	5/11/2017	8/15/2017	65,746.75
630	10051975	9.0000	9 ZEAG Computer Central Cashier Stations		CA5200	3/29/2021	6/15/2021	71,067.42
568	10047839	1.0000	AVI Reader - Parts & Install		CA5300	7/11/2018	9/30/2018	96,355.00
455	10045738	1.0000	Club Car Transporter 4 w/ Rear Luggage		CA5300	10/31/2017	6/13/2018	11,583.00
456	10045739	1.0000	Club Car Transporter 4 w/ Rear Luggage		CA5300	10/31/2017	6/13/2018	11,583.00
436	10044792	1.0000	CT4021 Pedestal Mount Gateway Station		CA5200	6/9/2017	7/26/2017	5,732.50
652	10052880	1.0000	CT4021-GW1		CA5300	8/6/2021	11/5/2021	5,514.12
653	10052881	1.0000	CT4021-GW1		CA5300	8/6/2021	11/5/2021	5,514.12
434	10044790	1.0000	CT4023 Wall Mount Gateway Station		CA5200	6/9/2017	7/26/2017	5,353.75
435	10044791	1.0000	CT4023 Wall Mount Non - Gateway Station		CA5200	6/9/2017	7/26/2017	14,902.50
589	10048777	1.0000	Floor Scrubber		CA5406	6/5/2019	7/18/2019	7,707.10
334	10042490	1.0000	GOLF CART		CA5406	10/5/2015	7/21/2016	9,869.00
525	10046808	1.0000	Parking Stations		CA5300	11/2/2017	3/30/2018	9,750.00
526	10046809	1.0000	Parking Stations		CA5300	11/2/2017	3/30/2018	9,750.00
458	10045919	1.0000	Ram 1500 1/2 Ton Regular Cab 4x2	UNIT 188518	CA5800	11/15/2017	8/16/2018	19,282.00
669	10053940	1.0000	Trailer Mounted Pressure Washer		CA5300	12/22/2021	1/31/2022	12,995.00
		1.0000	2010 Toyota Prius Hatchback Hybrid	UNIT 185118	CA5800	3/31/2014	3/31/2015	
		1.0000	ChargePoint CT4020-HD-GW	ChargePoint CT4020-HD-GW	CA5200		8/1/2017	
		1.0000	ChargePoint CT4020-HD	ChargePoint CT4020-HD	CA5200		8/1/2017	
		1.0000	ChargePoint CT4020-HD	ChargePoint CT4020-HD	CA5200		8/1/2017	
		1.0000	ChargePoint CT4020-HD	ChargePoint CT4020-HD	CA5200		8/1/2017	
		1.0000	ChargePoint CT4020-HD-GW	ChargePoint CT4020-HD-GW	CA5200		11/1/2017	
		1.0000	ChargePoint CT4020-HD-GW	ChargePoint CT4020-HD-GW	CA5200		11/1/2019	
		1.0000	ChargePoint CT4020-HD-GW	ChargePoint CT4020-HD-GW	CA5200		11/1/2021	
		1.0000	ChargePoint CT4020-HD-GW	ChargePoint CT4020-HD-GW	CA5200		11/2/2021	
		1.0000	ChargePoint CT4020-HD-GW	ChargePoint CT4020-HD-GW	CA5200		11/3/2021	
		1.0000	ChargePoint CT4020-HD-GW	ChargePoint CT4020-HD-GW	CA5200		11/4/2021	
		1.0000	ChargePoint CT4020-HD-GW	ChargePoint CT4020-HD-GW	CA5200		11/5/2021	
		1.0000	ChargePoint CT4020-HD-GW	ChargePoint CT4020-HD-GW	CA5200		1/1/2022	
		1.0000	ChargePoint CT4020-HD-GW	ChargePoint CT4020-HD-GW	CA5200		9/1/2017	

Cell: A1

Comment: Line# is used as a reference in communications and to help keep the data in order.

Cell: B1

Comment: SAP Asset Number is the number assigned by SAP for this asset. Asset numbers are not the same as Inventory Numbers (Tag Numbers).

Cell: C1

Comment: Quantity is the number of items with the same description.

Most items are listed with a quantity of 1. Having only one item per SAP Asset Number allows one to provide an accurate Location and Inventory Number (Tag) for each item.

An allowed exception would be a large collection of the same untagged mobile item that is just tracked by count. An example would be 5,000 folding chairs.

Cell: D1

Comment: The Discription field gives the physical details of the the asset. It is best to begin with the simple description such as chair, truck, mower, or camera, and then follow with the details such as year, model, color, size.

This field is limited to 50 characters, but there is an Additional Description field with room for another 50 characters.

It is best to avoid using symbols in your description. During upload the computer sees symbols as code and becomes confused.

NOTE: The Additional Description field is not shown on many standard reports due to printing limitations.

Cell: E1

Comment: The Additional Description field provides and additional 50 characters for a total description capacity of 100 characters.

NOTE: The Additional Description field is not shown on many standard reports due to printing limitations.

Cell: F1

Comment: Asset Class gives catagories of assets.

- Capital Assets begin with CA followed by a number that catagorizes the type of asset, equipment, vehicle, etc.
- Tracked Property Asset Classes begin with TP followed by the business area number of where the item was acquired.

Cell: G1
Comment: This is the date Tracked Property was acquired. If date is unknown use the date the item was first inventoried.

Cell: H1
Comment: Cost Center is an accounting code used when capitalizing asset expenses. Tracked Property is not capitalized so a cost center is not used for Tracked Property.

EXHIBIT E

ASSIGNED CONTRACTS

Contract Name	Description
Rideshare Monitoring Services	<ul style="list-style-type: none">• Contract with <u>GateKeeper</u>• Final Expiration: 12/31/2027• Contract Value: \$87,300
Parking Access and Revenue Control System (PARCS)	<ul style="list-style-type: none">• Contract with <u>HUB Parking USA</u>• Final Expiration: 9/30/2025• Contract Value: \$559,000• Additional Details: aka WebPARCS (hosted at COSA). PARIS (cloud-based) is part of PARCS contract.
Park Assist (with Park Surveillance Module)	<ul style="list-style-type: none">• Hardware Maintenance – Contract with <u>Associated Time</u>• Final Expiration: 09/30/2025• Contract Value: \$225,000
Pressure Washing Services	<ul style="list-style-type: none">• Contract with <u>Hazcore Environmental Inc.</u>• Final Expiration: 9/30/2027• Contract Value: \$1,460,000
Aviation Spitter Tickets	<ul style="list-style-type: none">• Contract with <u>Southland Printing Co.</u>• Final Expiration: 12/31/2025• Contract Value: \$160,000

EXHIBIT F

DESIGN STANDARDS AND GUIDELINES

This group of documents defines design standards and guidelines that must be followed for any airport project.

- SAT Design Guidelines (Visioning Document)
- SAT Design Standards
- SAAS BIM Standards Manual
- SAAS Brand Guidelines
- SAT Wildlife Hazard Management Plan
- SAT Storm Water Pollution Plan
- SAT Soil Management Plan
- SAAS Sustainable Airport Manual (SAM) VOL 1
- SAT Contractor Safety Plan Requirements
- SAT Wayfinding and Signage Master Plan
- SAT RFP for 2023 Concessions
- CoSA Structured Cabling Infrastructure Guidelines
- SAT Concessions Standards and Specification Manual

Each of the above are deemed incorporated by reference in the form existing on the Effective Date available at: <https://flysanantonio.com/business/about-saas/construction-development/> (copies of which the Parking Operator will separately retain and maintain for reference).

EXHIBIT G
ACDBE PLAN

[Attached]



**SAN ANTONIO INTERNATIONAL AIRPORT (SAIA)
ACDBE GOOD FAITH EFFORT PLAN
(ACDBE Form 1)**

NAME OF PROJECT: Parking Optimization - San Antonio International Airport RFP 23-002; RFx 6100015572

SECTION A - BIDDER INFORMATION:

Name of Firm: SP Plus Corporation

Address: 16200 Brookpark Road, 2nd Floor

City: Cleveland State: Ohio Zip: 44135

Contact Person: Jason Finch Telephone: (786) 367-2130

Email Address: jfinch@spplus.com

Age of Firm (Number of Years in Business): 94 Years

Annual Gross Receipts of the Firm: Less than \$500,000 \$500,000 to \$1 million
 \$1 million to \$2 million \$2 million to \$5 million
 Over \$5 million

Is your firm Certified: Yes No: If certified, Certification Number:

Type of Certification ACDBE DBE SBE MBE WBE

1. List **ALL SUBCONTRACTORS/SUPPLIERS** that will be utilized on this contract. *A Letter of Intent* (ACDBE Form 2) **must** be submitted for all subcontractors/suppliers listed below at the time the bid is submitted. If the Aviation Department does not receive completed LOIs, then the Respondent's *Good Faith Effort Plan* will not be approved. An approved Good Faith Effort Plan is **required** prior to award of any contract.

Name & Address of Company	Scope of Work/ Supplies to be Performed/Provided by Firm	Estimated Contract Amount Or % Level of Participation	If Firm is ACDBE Certified, Provide Certification Number	Date Written Notice Was Sent & Method (Letter, Fax, E-mail)
1. Access Data Supply, Inc. 3411 Richmond Ave. Suite 630 Houston, TX 77046	Janitorial	\$8,879,453 - Initial ten (10) year contract period.	22-11-3318	11/23/2022 - Email
2. Champion Security Agency 2611 Cypress Creek Pkwy. Houston, TX 77068	Security	\$6,228,440 - Initial ten (10) year contract period.	21-10-11504	10/07/2021 - Email
3. Jacobsen/Daniels Associates, LLC 121 Pearl St. Ypsilanti, MI 48197	Valet, Cashiers and Service Ambassadors	\$30,857,450 - Initial ten (10) year contract period.	22-11-9233	05/04/2023 - Email
4.				
5.				

(Use Additional Sheets if Necessary)

SECTION B – DBE COMMITMENTS

The ACDBE goal on this project is: 9 %

1. The undersigned bidder has satisfied the requirements of the bid specification in the following manner (please check the appropriate box:



Bidder/offeror has met the ACDBE contract goal

The bidder/offeror is committed to a minimum of 30 % ACDBE utilization on this contract.

☐ Bidder/offeror has not met the ACDBE contract goal

The bidder/offeror is committed to a minimum of ____% ACDBE utilization on this contract and has submitted documentation demonstrating good faith efforts. *(If contractor is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).*

Legal name of bidder/offeror's firm: SP Plus Corporation

2. Name and phone number of person appointed to coordinate and administer the Federal DBE requirements on this project.

Name: Jessica Valesky

Title: Business Development Support Specialist

Phone Number: (330) 281-2979

IF ACDBE GOAL WAS MET, PROCEED TO PAGE 4 AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C.

SECTION C – GOOD FAITH EFFORTS (Fill out only, if the ACDBE goal was not achieved).

List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for this contact by choice of the bidder, subcontractor, or supplier. *Written notices to firms contacted by the bidder for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date.* The following information is required for all firms that were contacted of subcontracting/supply opportunities:

Name & Address of Company	Scope of Work/Supplies to be Performed/ Provided by Firm	If Firm is ACDBE Certified, Provide Certification Number	Date Written Notice Was Sent and Method (Letter, Fax, E-mail)	Reason Agreement Was Not Reached
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

(Use additional sheets as needed)

In order to verify a bidder's good faith efforts, please provide to the City with copies of the written notices to all firms contacted by the bidder for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. Copies of said notices must be provided to the ACDBE Liaison within five (5) business days after the bid is due. Such notices shall include information on the plans, specifications and scope of work.

1. Did you attend the pre-bid conference scheduled by the City for this project? _____ Yes _____ No
2. List all ACDBE listings or directories, contractor associations, and/or any other associations utilized to solicit ACDBE subcontractors/suppliers:

3. Discuss efforts made to define additional elements of the work proposed to be performed by ACDBEs in order to increase the likelihood of achieving the goal:

4. Indicate advertisement mediums used for soliciting bids from ACDBEs. (Please attach a copy of the advertisement(s):

5. Discuss efforts made to assist interested ACDBEs in obtaining bonding, lines of credit, or insurance:

6. Discuss efforts made to assist interested ACDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services:

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: Jason Finch, President - West Airports

SIGNATURE:  DATE: 09/27/2023

NOTE:

1. If the ACDBE goal was not met, the Aviation's DBE Liaison Officer will evaluate the "good faith efforts" of a firm. The Good Faith Effort Plan for Federally Funded Contracts must be approved by the Aviation Department's DBE/ACDBE Liaison Officer prior to award of contract.
2. If the DBE/ACDBE Liaison determines that the bidder has not made good faith efforts, then the bidder shall have the opportunity to appeal this decision to the Aviation Director. The Aviation Director shall review the written documentation presented by bidder and has final approval in determining whether Good Faith Efforts have been made.

FOR SAN ANTONIO INTERNATIONAL AIRPORT USE ONLY:

Plan Reviewed by _____ Date: _____
Signature of DBE/ACDBE Liaison Officer

Recommendation: Approval: _____ Denial: _____

Action Taken: Approved: _____ Denied: _____



**SAN ANTONIO INTERNATIONAL AIRPORT (SAIA)
LETTER OF INTENT
(ACDBE Form 2)**

The requirements of 49 CFR Part 26 (Section 26.53), of the U.S. Department of Transportation, requires that all bidders/proposers comply with good faith efforts requirements as a matter of responsiveness. Each solicitation for which a contract goal has been established will require the bidders/proposers to submit the following information from each Subcontractor/Supplier for this contract (as listed on Item 1 of ACDBE Good Faith Effort Plan for **ACDBE Form 1**) and/or Change or addition of subcontractors/suppliers (**ACDBE Form 3**)

NAME OF PROJECT: Parking Optimization - San Antonio International Airport RFP 23-002; RFx 6100015572

Name of bidder/proposer's firm: SP Plus Corporation

Address: 16200 Brookpark Road, 2nd Floor Phone No.: (786) 367-2130

City: Cleveland State: Ohio Zip: 44135

Contact Person: Jason Finch Telephone: (786) 367-2130

Name of Sub consultant/Supplier: ADSI (Access Data Supply, Inc.)

Address: 3411 Richmond Ave., Suite 630

City: Houston State: TX Zip: 77046

Telephone: (713) 439-0370 Contact Person: R. Logans/Curtis Lewis

Is the above firm Certified: Yes ☒ No ☐ If certified, Certification No: 22-11-3318

Type of Certification: ☒ ACDBE ☒ DBE ☐ SBE ☒ MBE ☐ WBE

If firm is certified, **please attach a copy of the Certification Affidavit with this form.**

Age of Firm (Number of Years in Business): 33 Years

Annual Gross Receipts of the Firm: ☐ Less than \$500,000 ☐ \$500,000 to \$1 million
☒ \$1 million to \$2 million ☐ \$2 million to \$5 million
☐ Over \$5 million

NAICS Code and/or Description of work to be performed by firm:

Janitorial Services - Airport Garages

The bidder/proposer is committed to utilizing the above-named firm for the work described above. The estimated dollar value of this work is \$8,879,453 (Initial ten (10) year contract period.)

Affirmation

The above named firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature] Date: Sept. 27, 2023
Signature of Firm's Representative

Title: President - CEO

NAME OF PROJECT: Parking Optimization - San Antonio International Airport RFP 23-002; RFx 6100015572

DECLARATION OF PRIME CONSULTANT:

I hereby declare and affirm that I am the President - West Airports
(Title of Declarant)

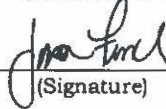
and a duly authorized representative of SP Plus Corporation
(Name of Prime Consultant)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the firm signed this form in the place indicated, and no material facts have been omitted.

The undersigned intends to enter into a formal agreement with the listed firm for work as indicated by this form and will, if requested, provide the Airport's DBE/ACDBE Liaison with a copy of that agreement within three (3) business days of execution.

Jason Finch

(Name of Declarant)


(Signature)

09/27/2023

(Date)

SUBMIT THIS PAGE FOR EACH SUBCONSULTANT/SUPPLIER FOR THIS CONTRACT, AS LISTED ON ITEM 1 OF DBE GOOD FAITH EFFORT PLAN FOR FEDERALLY FUNDED CONTRACTS (ACDBE FORM 1) AND/OR CHANGE OR ADDITION OF SUBCONTRACTORS/SUPPLIERS ON FEDERALLY FUNDED CONTRACTS (ACDBE FORM 3)

IF THE BIDDER/OFFEROR DOES NOT RECEIVE AWARD OF THE PRIME CONTRACT, ANY AND ALL REPRESENTATIONS IN THIS LETTER OF INTENT AND AFFIRMATION SHALL BE NULL AND VOID.

Andrea Logans
Access Data Supply, Inc.
3411 Richmond Ave.
Suite 630
Houston, TX 77046
Certification #22-11-3318
Dear Andrea Logans:

CONGRATULATIONS! Your application for certification as a City of Houston Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) is approved. The approval is contingent upon your firm maintaining certification eligibility and cooperation with the annual update process on each anniversary date.

We have certified Access Data Supply, Inc., only for Facilities Support Management Services/Management and Logistics for Construction Trailers, Staffing and Telecommunications/ Distributor of Concrete Ready Mix and IT Consulting, Plumbing Materials & Supplies/Distribution of Steel Pipes/... Rebar Material Supplier, Cleaning Parking Lots/Driveways, Building Exterior Cleaning Services, Power Washing, Fencing Material Distribution, Cleaning Building Interiors – during/after Construction, Mobile Office Building Supplier, Portable Toilet Supplier, Business Management, Other Management Consulting Services, Computer Software Consulting Services, Building Materials Supplier, Janitorial Equipment & Supplies Supplier & Parking Lot Marking/Striping Services. You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

NAICS: NAICS 237310: PARKING LOT MARKING AND LINE PAINTING
NAICS 238120: REBAR CONTRACTORS
NAICS 327320: READY-MIX CONCRETE MANUFACTURING
NAICS 423310: FENCING, WOOD, MERCHANT WHOLESALERS
NAICS 423320: CONCRETE BUILDING PRODUCTS MERCHANT WHOLESALERS
NAICS 423510: PIPE, METAL, MERCHANT WHOLESALERS
NAICS 423720: FITTINGS AND VALVES, PLUMBERS', MERCHANT WHOLESALERS
NAICS 423720: PLUMBING AND HEATING VALVES MERCHANT WHOLESALERS
NAICS 423850: JANITORIAL EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS
NAICS 444180: BUILDING MATERIALS SUPPLY DEALERS
NAICS 532490: MOBILE OFFICE BUILDING RENTAL OR LEASING, OFF-SITE
NAICS 541511: COMPUTER PROGRAMMING SERVICES, CUSTOM
NAICS 541512: COMPUTER SOFTWARE CONSULTING SERVICES OR CONSULTANTS
NAICS 541618: OTHER MANAGEMENT CONSULTING SERVICES
NAICS 561110: BUSINESS MANAGEMENT SERVICES
NAICS 561210: FACILITIES (EXCEPT COMPUTER OPERATION) SUPPORT SERVICES
NAICS 561720: BUILDING CLEANING SERVICES, INTERIOR
NAICS 561790: BUILDING EXTERIOR CLEANING SERVICES (EXCEPT SANDBLASTING, WINDOW CLEANING)
NAICS 561790: CLEANING (E.G., POWER SWEEPING, WASHING) DRIVEWAYS AND PARKING LOTS
NAICS 561790: POWER WASHING BUILDING EXTERIORS
NAICS 562991: PORTABLE TOILET RENTING AND/OR SERVICING

The certification covers only the company, that is listed in this letter and on the attached certificate, not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at www.houstontx.gov/obo/index.html for valuable resource information.

Here is important information that you need to know:

Each year, one month prior to the anniversary date of your certification, you will receive instructions on how to complete the Annual Update Form and Affidavit. This form must be completed and returned along with a signed copy your Business Income Tax (Form 1120, 1065 or 1040 All Schedules including Schedule C). Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the

above items, your certification may be revoked.

Also, failure to report company changes to us such as (ownership changes, address, phone number, business structure changes, etc.), or any subsequently discovered material misrepresentation in the certification application or in the execution of a contract, will be reason for revocation of certification for up to a five-year period.

It is your responsibility to periodically monitor the online M/W/S/DBE Directory at <https://houston.mwdb.com/VendorSearch.asp> to ensure the accuracy of your contact information and profile. Attached is a copy of your firm's certification profile. If there are any changes to your firm's contact information (name, address, phone, fax, email), please contact our office immediately at (832) 393-0600 so that the appropriate adjustments can be made.

I want to emphasize several important facts for your consideration:

First, we are here to assist you with any question or problems about how the City's M/W/S/DBE program works. We are also here to assist you with any problems on a City contract.

Second, never allow a company to submit your name unless you will, through your own efforts, be doing the work. The following practices are violations of the City's M/W/S/DBE program and will result in the revocation of certification for a five-year period.

1. Allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal for a scope of work for which you are not certified;
2. Brokering or passing-through supply orders, wherein your contract includes dollars for supplies which you would only order from distributor or manufacturer;
3. Hiring members of the prime contractor's workforce;
4. Allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal, but not actually performing, through your own workforce, the exact scope of work submitted in the prime's contract documents;
5. Requesting or allowing the prime contractor to "advance" dollars or otherwise meet payroll for your employees.

Third, after you sign a Letter of Intent or contract with a prime contractor to provide services or supplies on a City contract, should you experience ANY problems with actually getting or completing the contract, or being paid, please call us immediately to file a complaint. We cannot know whether you have actually been given the contract, or working on a project as reported to City Council, unless you tell us.

Fourth, the M/W/S/DBE Directory is available online at www.houstontx.gov. It is used internally by City Procurement Representation, externally by prime contractors and vendors as they attempt to meet M/W/S/DBE goals assigned to City contracts. Our directory is also used by several other agencies and corporations in their search for legitimate M/W/S/DBE companies. You must maintain an accurate mailing address, a working telephone number, and a person or device for accepting your messages. It is essential that you return solicitation calls immediately. The accomplishment of the spirit and intent of our program is seriously affected when MWBE's cannot be reached. Those interested in contracting must be able to reach you quickly and consistently.

Fifth, please notify us immediately if you are ever, by action or inaction, discouraged from bidding on any City project, by a prime contractor or subcontractor, or any employee of the City. Our program requires that all information on a contract be given to you in a time frame, which will give you an opportunity to develop your bid.

Sixth, your certification has value, so your Certification Number should be guarded carefully. We suggest that you not give your Certification Number to people who call and those who express an interest in doing business with you. Rather, we suggest you wait until your bid is accepted and you have a contract or signed Letter of Intent before releasing your Certification Number. They may call us for verification.

Seventh, Be advised that the percentage of M/W/S/DBE goal credit for Material Supply will depend on the method used

on each particular project. If you do not alter the product or use your firm's storage facilities/distribution equipment, then the M/W/S/DBE goal credit will be reduced.

The City M/W/S/DBE program's focus is to open the competitive process, and to afford you an opportunity to actually perform work or provide services/goods related to City taxpayers' projects. This program is working! Our FY 2015 figures are among the highest in the nation--\$288.0 million earned by minority and women owned companies. We hope that in next year's figures we can count contracts you have received.

Finally, be sure to register as a vendor. All suppliers and contractors interested in registering with the City of Houston and/or bidding on products and services procured by the City of Houston, must first register with the City's Strategic Procurement Division for an online web account by accessing the following web-link:
http://purchasing.houstontx.gov/registration_form.aspx

Once a user name and a password are obtained, you may then proceed to place bids, update your company profile and complete and submit a Supplier Registration Form to enroll on the City of Houston's registered supplier list. New supplier registration is incomplete until an IRS W-9 form is sent via email to houstonpurchasing@houstontx.gov. The information on this form must be the same as listed on the request for Taxpayer Identification Number as required by the Internal Revenue Service.

Again, congratulations. We welcome your participation, and wish you every success.

Very truly yours,

Marsha Murray
Director
The Office of Business Opportunity

Please note: If you received this approval letter due to the completion of your firm's ACDBE/DBE annual certification update and you have also received a proposed ACDBE/DBE decertification notification, this approval letter does not void or overrule that notification.

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Access Data Supply, Inc.
OWNER	Andrea Logans
ADDRESS	3411 Richmond Ave. Suite 630 Houston, TX 77046 [map]
PHONE	713-439-0370
FAX	713-439-0376
EMAIL	ads@access-data.com
WEBSITE	http://www.access-data.com
COUNTY	Harris (TX)

Certification Information

CERTIFYING AGENCY	City of Houston
CERTIFICATION TYPE	ACDBE - Airport Concessionaire Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Facilities Support Management Services/Management and Logistics for Construction Trailers, Staffing and Telecommunications/ Distributor of Concrete Ready Mix and IT Consulting, Plumbing Materials & Supplies/Distribution of Steel Pipes/... Rebar Material Supplier, Cleaning Parking Lots/Driveways, Building Exterior Cleaning Services, Power Washing, Fencing Material Distribution, Cleaning Building Interiors – during/after Construction, Mobile Office Building Supplier, Portable Toilet Supplier, Business Management, Other Management Consulting Services, Computer Software Consulting Services, Building Materials Supplier, Janitorial Equipment & Supplies Supplier & Parking Lot Marking/Striping Services

Commodity Codes

Code	Description
NAICS 237310	Parking lot marking and line painting
NAICS 238120	Rebar contractors
NAICS 327320	Ready-Mix Concrete Manufacturing

NAICS 423310	Fencing, wood, merchant wholesalers
NAICS 423320	Concrete building products merchant wholesalers
NAICS 423510	Pipe, metal, merchant wholesalers
NAICS 423720	Fittings and valves, plumbers', merchant wholesalers
NAICS 423720	Plumbing and heating valves merchant wholesalers
NAICS 423850	Janitorial equipment and supplies merchant wholesalers
NAICS 444180	Building materials supply dealers
NAICS 532490	Mobile office building rental or leasing, off-site
NAICS 541511	Computer programming services, custom
NAICS 541512	Computer software consulting services or consultants
NAICS 541618	Other Management Consulting Services
NAICS 561110	Business management services
NAICS 561210	Facilities (except computer operation) support services
NAICS 561720	Building cleaning services, interior
NAICS 561790	Building exterior cleaning services (except sandblasting, window cleaning)
NAICS 561790	Cleaning (e.g., power sweeping, washing) driveways and parking lots
NAICS 561790	Power washing building exteriors
NAICS 562991	Portable toilet renting and/or servicing

Additional Information

SBE CERTIFICATION

06 Other Services including Legal Services

NAME OF PROJECT: Parking Optimization - San Antonio International Airport RFP 23-002; RFx 6100015572

DECLARATION OF PRIME CONSULTANT:

I hereby declare and affirm that I am the President - West Airports
(Title of Declarant)

and a duly authorized representative of SP Plus Corporation
(Name of Prime Consultant)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the firm signed this form in the place indicated, and no material facts have been omitted.

The undersigned intends to enter into a formal agreement with the listed firm for work as indicated by this form and will, if requested, provide the Airport's DBE/ACDBE Liaison with a copy of that agreement within three (3) business days of execution.

Jason Finch

(Name of Declarant)


(Signature)

09/27/2023

(Date)

SUBMIT THIS PAGE FOR EACH SUBCONSULTANT/SUPPLIER FOR THIS CONTRACT, AS LISTED ON ITEM 1 OF DBE GOOD FAITH EFFORT PLAN FOR FEDERALLY FUNDED CONTRACTS [ACDBE FORM 1] AND/OR CHANGE OR ADDITION OF SUBCONTRACTORS/SUPPLIERS ON FEDERALLY FUNDED CONTRACTS (ACDBE FORM 3)

IF THE BIDDER/OFFEROR DOES NOT RECEIVE AWARD OF THE PRIME CONTRACT, ANY AND ALL REPRESENTATIONS IN THIS LETTER OF INTENT AND AFFIRMATION SHALL BE NULL AND VOID.



City of Houston



Home

View »

My Alerts
My Certifications
My Contracts
My Contract Audits
My Workforce Audits
My Invoices
My Workforce Craft Changes
My Concessions
My Concession Audits
My Utilization Plans
My Outreach
My Events
My Reviews
My Applications
My Bid Solicitations
My Prevailing Wage
My Favorite Vendors
My Messages

Search »

Message »

Settings »

Help & Support »

Logoff

[Show All](#)

[Hide All](#)



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Champion Security Agency LLC DBA Champion Security Agency

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 21-10-11504

NAICS 561612. SECURITY GUARDS AND PATROL SERVICES

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdb.com?TTN=houston>.

Logged on as:
Ricky Plakas
Champion Security
Agency LLC



City of Houston



Home

View »

My Alerts

My Certifications

My Contracts

My Contract Audits

My Workforce Audits

My Invoices

My Workforce Craft Changes

My Concessions

My Concession Audits

My Utilization Plans

My Outreach

My Events

My Reviews

My Applications

My Bid Solicitations

My Prevailing Wage

My Favorite Vendors

My Messages

Search »

Message »

Settings »

Help & Support »

Logoff

[Show All](#)

[Hide All](#)



October 7, 2021

Ricky L. Flakes
Champion Security Agency LLC DBA Champion Security Agency
P.O. BOX 680203
HOUSTON, TX 77268

Sylvester Turner

Mayor

Marshall L. Morisy
Director
PEO, Box 1562
Houston, Texas 77251-1562
T: (832) 803-0000
F: (832) 833-0445
www.houstontx.gov

Certification # 21-10-11504

Dear Ricky L. Flakes:

CONGRATULATIONS! Your application for certification as a City of Houston Minority Business Enterprise (MBE) is approved for a three-year period thru August 31, 2024. The approval is contingent upon your firm maintaining certification eligibility throughout the three-year period. Your firm will be required to complete a three-year cycle review form to be considered for certification eligibility beyond the three-year period. We will provide you with notification to submit the three-year cycle review form prior to your firm's three-year expiration date.

We have certified **Champion Security Agency LLC DBA Champion Security Agency**, only for **Security Guard (Armed & Unarmed) Service/Courtesy Patrols by Guards and Personal Protection Officers (Bodyguards)**. You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

NAICS 561612: SECURITY GUARDS AND PATROL SERVICES

The certification covers only the company, that is listed in this letter and not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at www.houstontx.gov/obo/index.html for valuable resource information.

Here is important information that you need to know:

Two months prior to the expiration date of your certification, you will receive instructions on how to complete the Three-year cycle Update Form and Affidavit. This form must be completed and returned along with signed copies of your Business Income Tax (form 1120, 1065 or 1040 All Schedules including Schedule C) for the past three years. Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the above items, your certification may be revoked.

Also, failure to report company changes to us such as (ownership changes, address, phone number, business structure changes, etc.), or any subsequently discovered material misrepresentation in the certification application or in the execution of a contract, will be reason for revocation of certification for up to a five-year period.

It is your responsibility to periodically monitor the online M/W/S/DBE Directory at <https://houstons.mwdbe.com/VendorSearch.asp> to ensure the accuracy of your contact information and profile. Attached is a copy of your firm's certification profile. If there are any changes to your firm's contact information (name, address, phone, fax, email), please contact our office immediately at (832) 393-0600 so that the appropriate adjustments can be made.

I want to emphasize several important facts for your consideration:

First, we are here to assist you with any question or problems about how the City's M/W/S/DBE program works, and also provide you with assistance with any challenges you may have on a City contract.

Second, never allow a company to submit your name unless you will, through your own efforts, be doing the work. The following practices are violations of the City's M/W/S/DBE program and will result in the revocation of certification for a five-year period.

1. Allowing your company's name to be submitted toward satisfying the MWBE goal for a scope of work for which you are not certified;
2. Serving as a pass-through by allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal, but not actually performing, with your own workforce, the exact scope of work represented in the prime's contract documents;
3. Hiring members of the prime contractor's workforce;

Logged on as:
Ricky Flakes
Champion Security
Agency LLC



City of Houston



Home

View »

My Alerts
My Certifications
My Contracts
My Contract Audits
My Workforce Audits
My Invoices
My Workforce Craft Changes
My Concessions
My Concession Audits
My Utilization Plans
My Outreach
My Events
My Reviews
My Applications
My Bid Solicitations
My Prevailing Wage
My Favorite Vendors
My Messages

Search »

Message »

Settings »

Help & Support »

Logoff

[Show All](#)

[Hide All](#)

Vendor Profile: Certifications

Help & Tools

[General](#) [Public Profile](#) [Users](#) [Commodity Codes](#) [Contracts](#) [Employees](#) **[Certifications](#)** [Contracts](#) [Workforce Comp/EEO](#) [Applications](#)

Champion Security Agency LLC

System Vendor Number: 20102982

[Renew/Apply for Certification](#)

[Submit Change Request](#)

[Request Missing Certification](#)

Current Certifications

Type	Action	Effective	Renewal	Organization	Actions
HUB	Recertification/ Renewal/ Annual	10/7/2021	8/31/2024	City of Houston	View Add Date Alert
MBE	Recertification/ Renewal/ Annual	10/7/2021	8/31/2024	City of Houston	View Add Date Alert
MBE	Reciprocal	10/8/2021	8/31/2024	Port Houston	View Add Date Alert Login
SBE	Reciprocal	2/15/2022	8/31/2024	Port Houston	View Add Date Alert Login
HUB	New	Not available		Texas HUB	View Add Date Alert

Certification renewals and updates must be submitted to the certification agency with whom your renewal is due.

- For certification renewals and updates with City of Houston, you may [submit online](#).
- For other agencies using this software, click **Login** to access your record in that system.
- For all other agencies, you will need to contact the certifying agency outside of this system for instructions.

Applications

Status	Application Number	App Type	Organization	Dates	Contact	Actions
Processing Complete	1763969	MWSBE/PDBE 3 Year Update	City of Houston	Started: 8/3/2021 Submitted: 9/20/2021 Received: 9/20/2021	Ricky Flakes	View
Processing Complete	2939792	Business Equity Program Application	Port Houston	Started: 5/9/2019 Submitted: 5/9/2019 Received: 5/10/2019	Ricky Flakes	View
Processing Complete	3795185	MWSBE/PDBE 3 Year Update	City of Houston	Started: 8/19/2018 Submitted: 8/21/2018 Received: 8/21/2018	Ricky Flakes	View
Received, Pending Processing	9870968	DBE/ACDBE Certification Annual Update Form and Affidavit Application	City of Houston	Started: 8/8/2015 Submitted: 8/8/2015 Received: 8/26/2015	Ricky Flakes	View

[Customer Support](#)

Copyright © 2023 B2Gnow. All rights reserved.

[Home](#) | [Print This Page](#) | [Print To PDF](#)

Logged on as:
Ricky Flakes
Champion Security
Agency LLC

NAME OF PROJECT: Parking Optimization - San Antonio International Airport RFP 23-002; RFx 6100015572

DECLARATION OF PRIME CONSULTANT:

I hereby declare and affirm that I am the President - West Airports
(Title of Declarant)

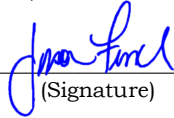
and a duly authorized representative of SP Plus Corporation
(Name of Prime Consultant)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the firm signed this form in the place indicated, and no material facts have been omitted.

The undersigned intends to enter into a formal agreement with the listed firm for work as indicated by this form and will, if requested, provide the Airport's DBE/ACDBE Liaison with a copy of that agreement within three (3) business days of execution.

Jason Finch

(Name of Declarant)


(Signature)

09/27/2023

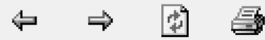
(Date)

SUBMIT THIS PAGE FOR EACH SUBCONSULTANT/SUPPLIER FOR THIS CONTRACT, AS LISTED ON ITEM 1 OF DBE GOOD FAITH EFFORT PLAN FOR FEDERALLY FUNDED CONTRACTS [ACDBE FORM 1] AND/OR CHANGE OR ADDITION OF SUBCONTRACTORS/SUPPLIERS ON FEDERALLY FUNDED CONTRACTS (ACDBE FORM 3)

IF THE BIDDER/OFFEROR DOES NOT RECEIVE AWARD OF THE PRIME CONTRACT, ANY AND ALL REPRESENTATIONS IN THIS LETTER OF INTENT AND AFFIRMATION SHALL BE NULL AND VOID.



Suzan Glesner
Jacobsen/Daniels Associates, LLC
121 Pearl St
Ypsilanti, MI 48197-2611
Certification #22-11-9233
Dear Suzan Glesner:



Home

View »

Search »

Message »

Settings »

Help & Support »

Logoff

[Show All](#)

[Hide All](#)

CONGRATULATIONS! Your application for certification as a City of Houston Disadvantaged Business Enterprise (DBE) is approved. The approval is contingent upon your firm maintaining certification eligibility and cooperation with the annual update process on each anniversary date.

We have certified Jacobsen/Daniels Associates, LLC, only for Aviation And Airport Consulting Services. You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

NAICS: NAICS 459420: GIFT, NOVELTY, AND SOUVENIR RETAILERS
NAICS 541614: TRANSPORTATION MANAGEMENT CONSULTING SERVICES
NAICS 541618: OTHER MANAGEMENT CONSULTING SERVICES
NAICS 561110: MANAGEMENT SERVICES (EXCEPT COMPLETE OPERATION OF CLIENT'S BUSINESS)
NAICS 812930: PARKING LOTS AND GARAGES

The certification covers only the company, that is listed in this letter and on the attached certificate, not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at www.houstontx.gov/obo/index.html for valuable resource information.

Here is important information that you need to know:

Each year, one month prior to the anniversary date of your certification, you will receive instructions on how to complete the Annual Update Form and Affidavit. This form must be completed and returned along with a signed copy your Business Income Tax (Form 1120, 1065 or 1040 All Schedules including Schedule C). Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the above items, your certification may be revoked.

Also, failure to report company changes to us such as (ownership changes, address, phone number, business structure changes, etc.), or any subsequently discovered material misrepresentation in the certification application or in the execution of a contract, will be reason for revocation of certification for up to a five-year period.

It is your responsibility to periodically monitor the online M/W/S/DBE Directory at <https://houston.mwdb.com/VendorSearch.asp> to ensure the accuracy of your contact information and profile. Attached is a copy of your firm's certification profile. If there are any changes to your firm's contact information (name, address, phone, fax, email), please contact our office immediately at (832) 393-0600 so that the appropriate adjustments can be made.

Logged on as:
Fran Daggett2
Jacobsen/Daniels
Associates, LLC

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Jacobsen/Daniels Associates, LLC
OWNER	Mr. Darryl Daniels
ADDRESS	121 Pearl St Suite 664 Ypsilanti, MI 48197-2611 [map]
PHONE	734-961-3200 Ext. 112
FAX	734-961-3204
EMAIL	certifications@jacobsendaniels.com
WEBSITE	http://www.jacobsendaniels.com
COUNTY	Washtenaw (MI)

Certification Information

CERTIFYING AGENCY	City of Houston
CERTIFICATION TYPE	ACDBE - Airport Concessionaire Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Aviation And Airport Consulting Services

Commodity Codes

Code	Description
NAICS 459420	Gift, Novelty, and Souvenir Retailers
NAICS 541614	Transportation management consulting services
NAICS 541618	Other Management Consulting Services
NAICS 561110	Management services (except complete operation of client's business)
NAICS 812930	Parking Lots and Garages

Additional Information

SBE CERTIFICATION	06 Other Services including Legal Services
-------------------	---

