



Mobile Airport Authority

REQUEST FOR PROPOSALS (RFP)

MANAGEMENT AND OPERATION OF PARKING SERVICES AT MOBILE REGIONAL AIRPORT AND MOBILE DOWNTOWN AIRPORT

Issued by:

Mobile Airport Authority

1891 Ninth St.

Mobile, AL 36615

Issue date: February 26, 2020

RFP INFORMATION	
Contact:	Le'Rosa Gray
Email Address:	lerosa@mobairport.com
Phone/Fax:	(251) 438-7334
Mandatory Pre-Proposal Conference and Terminal Tour for MOB and BFM (Immediately after meeting)	Date: March 13, 2020 Time: 10:00 AM CT Location: Mobile Regional Airport Airport Administration Conference Room 8400 Airport Boulevard. Mobile, Alabama 36608
Due Date for Questions and Clarifications	March 20, 2020 by 5:00 PM CT
*RFP Submittal Due Date:	March 31, 2020 by 4:30 PM CT

**Unless changed by formal addendum*

INTRODUCTION

The Mobile Airport Authority (“Authority”), owner and operator of the Mobile Regional Airport (MOB) and the Mobile Downtown Airport (BFM) (“MOB & BFM” or “Airport”), seeks Proposals from Parking Operators (hereinafter “Respondent” or “Respondents”) for the management, operation and maintenance of all Parking Facilities at both of the Mobile Airport Authority Airports for a basic term of five (5) years. Respondents are encouraged to propose innovative solutions, programs and plans to improve the management and operation of airport parking facilities.

The Authority considers the new parking operation to be an integral part of its modernization and monetization efforts. The Authority’s goals for the new parking operation are summarized below. Respondents are encouraged to consider these goals when preparing their Proposals:

- 1) Provide a high level of customer service for the traveling public and employees.
- 2) Improve operational efficiency by reducing the cost of parking operations while improving customer service, safety, and revenue growth.
- 3) Within one hundred eighty days (180) following the commencement of the Agreement, install a new user friendly, high-quality, reliable and durable Parking and Revenue Control System (PARCS), using state-of-the-art technology that can easily be transferred to the control of the Airport upon expiration of the Agreement.
- 4) Enhance net parking revenues, while ensuring the goals above are not compromised.
- 5) Acquisition of equipment to provide quality and efficient services.

An Authority appointed selection committee will review responses to this RFP, (“the “Selection Committee”), taking into consideration the above-stated goals and will consider innovative and creative programs to enhance and provide added value for the Airport’s parking facilities.

SECTION 1.0 BACKGROUND

MOB is approximately a 162,603 s.f. square foot commercial air transportation facility owned and operated by the Mobile Airport Authority commissioned in December 1986. The Airport is located approximately seven (7) miles southwest of the City’s central business district and within the corporate city limits.

The Airport’s current Parking Management Agreement at the Mobile Regional Airport (MOB) is with SP Plus, Inc., whose Agreement has expired and is on a month-to-month basis. The parking spaces at Mobile Regional Airport, to be managed by the successful respondent, consists of 1,047 total spaces 224 short-term (includes valet parking spaces) and 823 Long-term. The Mobile Downtown Airport (BFM) public parking area is a digital system with credit card services upon entering and exiting with 9 rental car spaces, 15 employee parking spaces, 30 short term parking lot spaces and 150 economy parking lot spaces.

BFM is a 20,096 square foot commercial air transportation facility owned and operated by the Mobile Airport Authority commissioned in May of 2019. BFM is located approximately five (5) miles southwest of the Mobile Downtown Area accessible by Interstate (I-10). The BFM terminal “pre-security” area contains ticketing, vending concessions, baggage claim, ground transportation services, and “post-security” area contains aircraft boarding gates, hold rooms, cellphone charging centers, and vending concessions. The BFM Parking Lot is a fully automated system currently managed by MAA staff and consists a single entrance exit system of 50 short term spaces and a dual entrance/exit system consisting of 121 long term spaces. The Mobile Airport Authority currently has plans for a Terminal Phase II Expansion Project that will increase the size the current Downtown Airport Terminal from 20,096 to 48,000 square feet. This expansion project will add a minimum of 99 additional public parking spaces, automated baggage system, food court, two (2) additional aircraft gates, and other amenities.

Both Airports serve a diverse group of users, including airlines, commuter and charter services, air cargo operations, corporate aviation, and a wide variety of other business-oriented and private general aviation activities. In addition to a full-service commercial air transportation facility, MOB & BFM hosts a fixed based operation (“FBO”) operated by Signature Flight Services.

The Airport Authority operates as an Enterprise Fund within the Mobile Airport Authority’s budget, is self-supporting and uses no general fund taxes. Funding to meet both Airport’s annual operating budget is generated by landing fees, parking revenue, fuel fees, concession revenues, rental charges for buildings, land, and other user fees.

It is anticipated that during the term of the Management Agreement, the MAA expansion projects at MOB and BFM may have operational impacts on the parking concession and Operator. Impacts may include construction related issues such as dust, alternate access, power outages, equipment damage and customer complaints. The successful Respondent will be responsible for preparing an operational public parking lot plan at such time as the impacts of this future construction are known.

1.1 Airlines and Passenger Traffic

The MOB Airport is currently served by the following airlines and their partners:

- American Airlines/American Eagle
- Delta Air Lines
- United Airlines

The BFM Airport is currently served by the following airlines and their partners:

- Frontier Airlines (Scheduled to terminate service April 2020)

MAA is currently in negotiation with existing commercial legacy carriers and new commercial air carrier airlines to start operation at the Mobile Downtown Airport.

The most recent Airline Flight Schedule is shown in “Attachment B.”

Passenger traffic statistics (MOB) include both enplaning and deplaning passengers:

Fiscal Year	Passenger Traffic
FY2019	635,336
FY2018	609,127
FY 2017	611,537
FY 2016	600,560
FY 2015	579,122

Fiscal Year (FY) is from October 1 through September 30.

The Airport's FY2019 passenger traffic has increased by 9.6% over the previous fiscal year.

SECTION 2.0 STATEMENT OF WORK/SPECIFICATIONS

2.1 Summary

The Mobile Airport Authority ("Authority"), owner and operator of the Mobile Regional Airport and Mobile Downtown Airport ("MOB & BFM" or "Airport"), seeks to enhance the Airport's customer service offerings and maximize revenue by updating and modernizing its parking program. The Selection Committee will review and rank Respondents' proposals based on their ability to deliver a quality and comprehensive parking program in response to the scope outlined herein and will recommend the highest ranked Proposal for Airport Authority Board approval. The Authority will award one contract (the "Agreement") to a Parking Operator or team ("Selected Respondent").

2.2 Project Description

The Airport is seeking a management company that will provide enhanced value to the overall parking operations and development of the Mobile Regional and Downtown Airports. Respondents shall submit a proposal to furnish all labor, supervision, materials, supplies, equipment, vehicles, fuel, uniforms, and all other items necessary, or incidental to, the operation and management of the parking facilities located at the Mobile Regional Airport and the Mobile Downtown Airport. In addition to these services, the company shall acquire the equipment necessary for the operational efficiency and compatibility of both lots as a passthrough reimbursement. The selected and board approved company shall enter into a Management Agreement with the Authority.

2.3 Management Fee

The Selected Respondent shall be compensated a guaranteed monthly fee for services performed (Hereinafter the "Management Fee", as proposed). The Airport will pay the Management Fee and actual operating costs not to exceed the budgeted operating costs, hereinafter "Budgeted Operating Costs", for each year of the five (5) year term, as proposed, and as more fully set forth in the Management Agreement, "Attachment D."

2.4 Budgeted Operating Costs

The Selected Respondent shall be responsible for purchasing, at its expense, office equipment or other materials for its own use in managing the Facilities (as defined below). Costs associated for update of parking equipment and software to replace the existing Amano system at the Mobile Regional Airport.

2.5 Initial Contract Term

The Term of the Management Agreement shall be five (5) years beginning on or about May 1, 2020 (hereinafter “Commencement Date”) and ending five (5) years from the Commencement Date.

2.6 Renewal Option

The Management Agreement shall be subject to one five (5) year renewal at the option of the Authority.

SECTION 3.0 REQUIRED SERVICES

Respondents meeting the minimum qualifications are invited to submit proposals that address the following Required Services.

3.1 Facilities Management

During the term of this Agreement, the Selected Respondent will be obligated to perform twenty-four hours per day, seven days a week, management and oversight of the Mobile Regional Airport (MOB) parking facilities, which presently consist of (1) short-term parking, long-term parking, rental car parking, ground transportation parking, valet parking and, (2) the Mobile Downtown Airport (BFM) parking facilities, which presently consist of Short-term parking, Long-term parking, and rental car parking. (hereinafter referred to collectively as the “Facilities”). The Operator shall supply all management, staff, and equipment (as needed) for all parking related functions.

3.2 Equipment Installation

The Selected Respondent shall be required to acquire, install and maintain all equipment necessary for the operation of the Facilities in a manner and in locations, as approved by the Airport Authority’s President.

3.3 Equipment Specifications

Within one hundred eighty days (180) days following the Commencement Date, the selected Respondent must install a new Parking Access and Revenue Control System (PARCS) at Mobile Regional Airport, to include hand held fee computers for automated revenue control for valet parking, as more fully set forth in Article 7 of the Management Agreement. The total cost of the PARCS will be assumed by the Airport Authority through a reduction in the monthly net receipts remitted by the Successful Respondent over the remaining initial term of the Agreement. The Successful Respondent must install a new PARCS that can easily be transferred to the control of the Airport Authority upon expiration of the Agreement.

3.4 Existing Facilities

The Facilities shall encompass toll plazas, control devices, structures, entrances, exits, office and other improvements, additions and deletions as may be made from time to time by the Authority, including overflow-parking facilities, determined as needed by the President.

3.5 Performance

The Selected Respondent shall have the right and obligation to ensure customer satisfaction, maximize revenue performance and meet the obligations stated herein, as more fully set forth in the Management Agreement, "Attachment D".

3.6 Credit Cards

The Selected Respondent, at a minimum, shall be required to accept nationally recognized and valid credit cards, as determined by the President, for payment of parking fees, including but not limited to MasterCard, Visa, Discover and American Express.

SECTION 4 PRE-PROPOSAL CONFERENCE & PARKING LOT TOUR

4.0 Mandatory Pre-Proposal Conference and Parking Lot Tour. Respondents **MUST attend this conference in person in order to qualify as a Respondent.**

A Mandatory Pre-Proposal Conference is scheduled as specified on cover page of this RFP.

4.1 The purpose of the Mandatory Pre-Proposal Conference is to provide Respondents with detailed information concerning this solicitation, to address questions and concerns and show Respondents the parking facilities. Representatives from the Commercial Business Division of the Mobile Airport Authority will be present to address questions concerning minority business participation, proposal submittal requirements, and technical scope of work, respectively.

4.2 Respondents are cautioned that in no event shall failure to familiarize themselves with the requirements of this solicitation or to resolve ambiguous or inconsistent terms or conditions in this solicitation and attached Management Agreement constitute grounds for a claim of any kind after contract award. Respondents are encouraged to carefully and completely read the RFP and Management Agreement and bring any questions, clarifications and requested changes to the Pre-Proposal Conference for discussion.

4.3 Public paid parking is available at the Mobile Regional Airports' and the Mobile Downtown Airports' short-term and long-term parking lots in the front of each terminal. Parking will not be validated.

SECTION 5.0 PERFORMANCE GUARANTEE

- 5.0 The Selected Respondent shall furnish a Performance Guarantee to warrant its performance under the provisions of the Agreement by furnishing to the Authority either a performance bond, cashier's or certified check, an irrevocable letter of credit, or cash in the amount of Seven Hundred and Fifty Thousand Dollars (\$750,000). The Performance Guarantee shall be in a form agreeable to the Authority and shall be kept in full force and effect during the term hereof.
- 5.3 The Selected Respondent shall furnish such guarantee to the Authority's Vice-President of Finance, within ten (10) days following receipt of notice of award.

SECTION 6.0 PROPOSALS RESPONSE REQUIREMENTS

- 60 Respondents' response to this RFP should include the following information at a minimum. Please note that Proposals should address the requirements in a clear and concise manner in the order stated herein.
- Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and; therefore, unresponsive by the Authority.
- 61 The Authority reserves the right to seek additional/supplemental representation on specific issues as needed.
- 62 Respondents shall construct their Proposals in the following format and a tab must separate each section. **Do not submit BINDERS 1 and BINDERS 2 together. Place in separate sealed envelopes.**

BINDER 1 - (NO-COST). Do not include any pricing in any part of BINDER 1.

In a sealed envelope, provide an **ORIGINAL, so identified, and six (6) copies** of your Binder 1 which includes the information requested for Tabs 1 – 9 below.

TAB 1 - EXECUTIVE SUMMARY

This section must contain the name of the firm/company, the address of the responding office, and the individuals authorized to act and answer questions on behalf of the firm. The authorized individual's title, phone number and mailing address are also required.

This section must contain a brief Executive Summary of important features of the Proposal, which includes:

- A statement of the minimum qualifications to Manage and Operate Parking Services at the Airport
- Explanation supporting why the Respondent should be selected
- Description of corporate philosophy
- Description of relevant business strategies

- Demonstration of understanding of resultant Contract scope and ability to execute scope of services
- A statement of review and understanding of the attached Management Agreement (Attachment “D”)

TAB 2 – COMPANY EXPERIENCE AND REFERENCES

Each Respondent must provide a brief outline of the Respondent’s organizational structure, history in the parking operations business, qualifications, key managers and employees, and other information that the Respondent deems pertinent to an evaluation of its ability to provide exemplary parking management services at the Airport. Respondent must provide the resume(s) of the local manager(s) and representative(s) responsible for day to day operations and maintenance.

The Respondents must have a minimum of five (5) years experience in the management and operation of parking facilities and valet services. Respondents must have the ability to provide all services proposed directly or contract with other companies to perform part of the operations. Demonstrated experience in establishing, operating and maintaining a financially successful parking operation in an airport environment or other parking operations experience in comparably sized parking facilities.

Respondents must identify all locations in which it has operated over the last five (5) years. Please denote any and all locations operated, if any, that were in an airport. Response should be limited to no more than one (1) page per location. Please provide the following information with respect to each airport parking services operation that you have operated or been awarded within the past five (5) years.

- a) Name and location of airport
- b) Name and telephone number of airport contact
- c) Term of lease, type of contract, commencement and termination dates
- d) Gross receipts for each operation and number of enplaned passengers for each location operated during the last five (5) years
- e) Number of employees per location
- f) Basic financial arrangements with airport Operator including, but not limited to, minimums, and percentage payments and investment requirements
- g) Type of equipment
- h) Size of airport hub (i.e. small, medium, large) and parking locations
- i) Hours of operation
- j) Description of facilities operated and managed
- k) Indicate any parking operations and resultant Contracts with any unremedied default or bankruptcy actions within the past five (5) years

EXPERIENCE IN PROVIDING SPECIALIZED SERVICES

Please provide information regarding experience and ability to provide the following specialized services at other airport parking facilities within the past five (5) years:

- a) Valet Parking
- b) Ground Transportation Management
- c) Passenger Shuttles (Carts)
- d) Employee Shuttles
- e) Other Specialized Services (i.e., car wash, oil change, dry cleaning services etc.)
- f) Other innovative programs and customer amenities

EXPERIENCE IN GENERATING ADDITIONAL REVENUE AND PROVIDING INNOVATIVE SOLUTIONS

- a) Provide information concerning outreach and marketing programs. Include any programs which have proven to produce additional revenue.
- b) Describe approach to make both airports operationally efficient with new equipment and any other issues. Describe several solutions that have proven effective at other airports or relevant parking locations.
- c) Provide any additional innovative ideas, concepts or value-added parking offerings which set you apart from your competitors and that would be appropriate at Mobile Regional Airport and Mobile Downtown Airport.

TAB 3 – PAST PERFORMANCE

This section must contain information pertaining to the Respondent's capability to undertake the requirements of this resultant Contract. Respondent must provide the following information:

- a) References from at least five (5) parking services operations that you have managed and operated within the past five (5) years including the address of the location, whether or not it is an airport location, a contact name, title, phone number and mailing address for each (Authority reserves the right to contact other known references not provided by the Respondent);
- b) Audited financial statements to include a profit and loss statement for the three (3) most recently completed fiscal years and certified by an independent certified public accountant;
- c) Bank reference; and
- d) A credit rating from Dunn and Bradstreet; or
- e) A Bank letter of credit in the amount of \$2 million dated within five (5) days of submission may be used in place of a Dunn and Bradstreet rating.

TAB 4 – MANAGEMENT AND TRANSITION PLAN

The quality, comprehensiveness, and feasibility of the Respondent's Management Plan for staffing, management personnel, training, and customer service plans.

This section must contain information pertaining to the Respondent's Transition Plan. Respondent must provide the following information:

- a) Transition Plan with description of strategies for uninterrupted service during transition;

- b) Plan of operation based on scope of services solicited;
- c) Staffing plan and schedule that includes a detailed explanation of:
 - a. How services are to be provided;
 - b. How managerial contact will be maintained with personnel 24 hours per day, 365 days per year;
 - c. How qualified employees will be obtained on short notice to provide staffing for peak periods of parking activity and replacements; and
 - d. An estimate of overtime that will be used, expressed in percentage of monthly wages.
- d) Revenue Control:
 - a. Proposed cash handling procedures
 - b. Technical specifications of the type of revenue control system(s) proposed

TAB 5– CUSTOMER SERVICE PROGRAM

This section must provide a comprehensive Customer Service Program Manual that addresses customer service policies and procedures including, but not limited to, a description of the following:

- a) Customer service philosophy;
- b) Customer service standards;
- c) Customer service training and development;
- d) Customer service monitoring and feedback; and
- e) Other customer service enhancement programs and amenities.

Respondents must describe customer service standards, programs, training and initiatives. Explain complaint resolution policies and provide a copy of any rules and regulations and operations standards, policies and procedures, and other operational requirements. Describe routine procedures for maintaining standards to the highest level.

TAB 6– INNOVATIONS, TECHNOLOGIES AND AMENITIES

This section should include a description of the plan of operation under the Management Agreement and include any programs Respondent proposes implementing to enhance the parking program. Include innovative solutions to enhance revenue growth at the Airport. Respondents must demonstrate in their responses the ability to effectively and timely implement any programs recommended in their RFP submittals. This section should also include a description of proposed parking innovations, technologies and amenities to address the Authority’s goals stated herein. Respondent(s) should demonstrate creativity and discuss technological advancements that will be incorporated into Respondent’s proposed parking program.

This section may include, but shall not be limited to, a description of the following:

- a) Customer Loyalty Program(s) and other programs proposed to improve the customer experience;
- b) Parking equipment and technologies to streamline processes and create operational efficiencies;
- c) Innovative parking amenities proposed to encourage frequent parking;

- d) Strategies and technologies to increase revenue generation; and,
- e) Any other customer amenities and equipment proposed such as, pay on foot machines, pay by phone, covered parking, covered walkways, restrooms and vending in cell phone lot, and other amenities proposed that are not specifically requested by this RFP.

Respondents are encouraged to submit suggested plans and programs that add value, enhance operational efficiencies, and improve customer service.

TAB 7 – AIRPORT CONCESSIONS DISADVANTAGE BUSINESS ENTERPRISE (ACDBE) PLAN & CERTIFICATION

- a. ACDBE Plan. To promote the Authority’s interest in establishing opportunities for disadvantaged business enterprises, Respondents shall present a Plan describing how the ACDBE goal of fifteen percent (15%) participation will be met or exceeded during the Term of the Agreement. Accomplishments toward the goal should be fifteen percent (15%) of Respondent’s proposed Management Fee for operating the parking concession. Respondents must meet or exceed the regulations of the U.S. Department of Transportation, 49 CFR Part 23, through either an ownership position with a certified ACDBE operator or through a dedicated commitment to purchase goods and services from certified ACDBE vendors. The plan should explain the work scope designated for each ACDBE, the duration of and phases in which the assignments occur and how the assignments coordinate within the Agreement.
- b. ACDBE Firms. Respondents are encouraged to propose and/or demonstrate the establishment of substantive joint ventures, partnerships and/or other contractual relationships with ACDBE firms to meet or exceed the ACDBE Goal.
- c. Attachment E. For each ACDBE Respondent on the Respondents’ team, include Attachment E (ACDBE Utilization Form) along with their Alabama Unified Certification Program ACDBE Certification documents.
- d. Attachment F. If there are no Alabama Unified Certification Program ACDBE Respondents on Respondents team, complete the Determination of Good Faith Effort and include it under this TAB.
- e. Attachment G. Complete and include under this TAB the ACDBE Contact Information Form.

TAB 8–MOBILE AIRPORT AUTHORITY DOCUMENTS

Complete and return the listed forms contained in the Attachments, if indicated below:

- Attachment A: Representations and Certifications (Complete & Return)
- Attachment B: Airline Flight Schedule (Informational)
- Attachment C: Passenger Traffic History Report (Informational)
- Attachment D: Management Agreement (Informational)
- Attachment E: ACDBE Utilization Form (Complete & Return)
- Attachment F: Determination of Good Faith Effort Form (Complete & Return, if applicable)
- Attachment G: ACDBE Contact Information Form (Complete & Return)

TAB 9 – ACKNOWLEDGED ADDENDUMS

Include signed copies of Acknowledgement for all Addendums to the RFP.

BINDER 2 – FEE PROPOSAL

TAB 1 - FEE PROPOSAL

In a **separate**, sealed envelope, provide an **original, so identified, and six (6) copies** of your proposed fee for services defined herein for the term of the Agreement. Each Respondent should identify in this envelope the proposed management fee and actual operating costs not to exceed the Budgeted Operating Costs for each year of the initial five (5) year term. Respondent must provide the following information separately for both 1) Long-term and Short-term Parking and 2) Valet Parking:

1. Management Fee for each year,
2. Budgeted Operating Costs for each year,
3. A comprehensive list of all costs, by category, paid for by the Authority,
4. A comprehensive list of all costs, by category, paid for by Operator, and,
5. Estimated cost of equipment to be replaced at Mobile Regional Airport.

In addition to the above, Respondents must complete and include the Price Schedule, Attachment H, in Binder 2, Fee Proposal.

63 Proposals must be submitted as follows:

6.3.1 All Proposals must be delivered to the Mobile Airport Authority at the address below no later than the date/time specified in Section 7.0. Late Proposals will be rejected. Failure to comply with this or any other paragraph of the Request for Proposals shall be enough reason for rejection of the Proposal.

Please mark original and **six (6)** copies of the written proposal envelope(s) as follows:

PARKING SERVICES RFP AT MOBILE AIRPORT AUTHORITY

Written Proposal

Do not open Until 4:30 P.M. CT, March 20, 2020

Please mark original and **six (6)** copies of the Fee Proposals envelope(s) as follows:

PARKING SERVICES RFP AT MOBILE AIRPORT AUTHORITY

Fee Proposal

Do not open Until Qualified.

Please address the mailing envelope(s) as follows:

Mobile Airport Authority
Attn: RFP for Parking Management Services
1891 Ninth St.
Mobile, AL 36615

6.3.2 The front of each Proposal envelope/container shall contain the following information for proper identification:

- the name and address of the Respondent
- the word "Proposal" and the RFP Parking Management Services
- the time/date specified for receipt of Proposals
- the number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3")

6.3.3 ALL PROPOSALS MUST BE RECORDED (CLOCKED-IN) IN THE MOBILE AIRPORT AUTHORITY'S COMMERCIAL BUSINESS DIVISION ON OR BEFORE THE TIME AND DATE INDICATED IN THE RFP DOCUMENT. The responsibility for submitting the Proposals to the Commercial Business Division on or before the above stated time and date is solely that of the Respondent. The Authority will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

6.3.4 All Proposals must be in writing. Non-responsive Proposals may not be considered. The signer of the Proposals must declare that the Proposals are in all respects fair and in good faith without collusion or fraud and that the signer of the Proposals has the authority to bind the principal Respondent.

6.3.5 The Authority shall not be liable for any costs incurred by a Respondent. All Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the Airport Authority's goals and objectives of the RFP.

6.4 Requests for Copy of Submitted Bid/Proposals

If the Airport Authority rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the Airport Authority concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt until such time as the Airport Authority provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

SECTION 7.0 TIME SCHEDULE

THE PROPOSED TIME SCHEDULE AS RELATED TO THIS PROCUREMENT IS AS FOLLOWS:

Release of RFP	February 26, 2020
Mandatory Pre-Proposal Conference	March 13, 2020 @ 10:00 AM
Deadline for requests for clarification, questions, etc.	March 20, 2020 @ 5:00 PM CT
Deadline for submission of Proposals	March 31, 2020 @ 4:30 PM CT
Anticipated Selection	April 2020
Anticipated Contract Award	April 2020
Anticipated Contract Execution	May 2020
Parking Management Transition/Commencement	June 2020

SECTION 8.0 EVALUATION CRITERIA

Evaluation of Proposals will be performed using the following criteria and weighted values:

Tab	Criteria	Maximum Rating Points
1	EXECUTIVE SUMMARY	
2	DEMONSTRATED EXPERIENCE	20
3	PAST PERFORMANCE	10
4	MANAGEMENT AND TRANSITION PLAN	15
5	CUSTOMER SERVICE PROGRAM	15
6	INNOVATIONS AND TECHNOLOGIES	10
7	ACDBE PLAN & CERTIFICATION	10
	Cost/Fee Proposals *	20
Maximum Points Allowed		100

*NOTE: The Respondent submitting the Lowest Grand Total (LGT) cost for 5 years (Short- Term Parking and Long-Term Parking and Valet Parking) will receive the maximum points (20) for the cost element of the evaluation. The other respondents' scores Proposal Bid (PB) will be based on a relative percentage of the dollar amount higher than the lowest cost or price submitted by the lowest priced respondent. The formula used to determine the points awarded is:

$$\text{Cost Points Awarded} = \text{Lowest Grand Total (LGT)} / \text{Proposal Cost being Considered (PB)} \times 20$$

As part of the evaluation process, shortlisted Respondents' may be required to make oral presentations.

SECTION 9. CONTRACT AWARD

- 9.1 The Authority reserves the right to incorporate the Selected Respondent's Proposal into a contract. Failure of a Respondent to accept this obligation may result in the cancellation of any award.
- 9.2 The Selected Respondent will be required to assume responsibility for all services offered in their Proposals. The Authority will consider the Selected Respondent to be the sole point of contact about contractual matters, including payment of any or all charges.
- 9.3 Copies of the recommended ranking and award for each Package will be available for review in the Commercial Business Division upon completion of the evaluation by the committee. Vendors may obtain a copy of the final ranking from the Authority by request in writing.

SECTION 10. RIGHT OF REJECTION

The Mobile Airport Authority reserves the right to waive any informality in any Proposals, to reject any or all Proposals in whole or in part, with or without cause, and/or to accept the Proposals that in its judgment will be in the best interest of the Mobile Airport Authority and its citizens.

SECTION 11. REQUESTS FOR CLARIFICATIONS INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

Le'Rosa Gray, Commercial Business Division
1891 Ninth St., Mobile, AL 36615
TELEPHONE: (251) 438-7334
E-MAIL: lerosa@mobairport.com

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request for Proposals' content, if appropriate, will be responded to in writing. The written response will be the Authority's official response and will be mailed or emailed to all Respondents that requested the Request for Proposals. Deadline for questions/clarifications submittal is specified above in Section 7.0.

SECTION 12.0 GENERAL TERMS AND CONDITIONS

12.1 EQUAL OPPORTUNITY "AGREEMENT"

12.1.1 In connection with work performed under a MAA contract, the Respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the Authority's Equal Opportunity Pledge.

- 12.1.2 By submitting a Proposals in response to this solicitation, the Respondents agrees to –
- Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
 - Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
 - Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Respondent is an “Equal Opportunity Employer”.

12.2 INDEMNIFICATION

The Respondent shall indemnify and save harmless the Authority, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the Authority, including without limitation attorney’s fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the Respondent, its subcontractors, or by the employees, officers, directors, or agents of the Respondent, or its subcontractors.

12.3 ISSUANCE OF ADDENDA

- 12.3.1 If this solicitation is amended, the Authority will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.
- 12.3.2 Respondents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:
- By signing and returning the addendum;
 - By signed letter;
 - By signed Email (subject to the conditions specified in the provision entitled “EMAIL DOCUMENTS”).
- 12.3.3 The Authority must receive the acknowledgment by the time and date, and at the location specified for receipt of Proposals.

12.4 Email DOCUMENTS

- 12.4.1 "Email document," as used in this solicitation, means any complete and properly executed document that is transmitted to and received at the Authority office specified in this solicitation via computer transmission that communicates and reproduces both printed and handwritten material.
- 12.4.2 The following documents are authorized for transmittal via email.
- (1) Acknowledgment of any addendum to solicitation.
 - (2) Notification of Withdrawal of Bid.
- 12.4.3 As a minimum, the email document must be identified with the following information --
- (1) Name, address, and telephone number of senders;
 - (2) Solicitation number; and,
 - (3) Date and time for receipt of bids.
- 12.4.4 If the bidder chooses to transmit any document listed above, the Authority will not be responsible for any transmittal failure attributable to the transmission or receipt of the document including, but not limited to, the following:
- (1) Failure to transmit the document to the specified Authority;
 - (2) Receipt of incomplete document.
 - (3) Incompatibility between the sending and receiving software.
 - (4) Delay in transmission or receipt of document.
 - (5) Failure of the bidder to properly identify the document.
 - (6) Security of document data.
- 12.4.5 The Authority reserves the right to reject any email document based on the conditions of contained herein. The apparent successful bidder shall promptly submit any complete original document, if requested to do so by the Commercial Business Department.

12.5 PAYMENT

12.6.1. Prompt Pay Policy

It is the policy of the Mobile Airport Authority to fully implement the provisions of the Prompt Payment Act.

12.6.2. Withholding Payment

In the event a contract is canceled under any provision herein, the Mobile Airport Authority may withhold from the Respondent any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

12.7 INSURANCE REQUIREMENTS:

Prior to commencing work, the Selected Respondent shall procure and maintain at its own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Selected Respondent, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the Selected Respondent's proposal.

12.7.1 Selected Respondent shall maintain limits no less than:

Commercial General Liability - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Products/Completed Operations
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance Workers' Compensation coverage with benefits and monetary limits as set forth in Alabama Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$500,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the Authority whether the Respondent is otherwise required by law to provide such coverage.

12.7.2 Other Insurance Provisions

12.7.2.1 Commercial General Liability and Automobile Liability Coverage's

- The Mobile Airport Authority, members of its Authority Board, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Respondent; products and completed operations of the Respondent; premises owned, leased or used by the Respondent or premises on which Respondent is performing services on behalf of the Authority. The coverage shall contain no special limitations on the scope of protection afforded to the Mobile Airport Authority, members of the Authority Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- The Respondent's insurance coverage shall be primary insurance as respects the Mobile Airport Authority, members of its Authority Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Mobile Airport Authority, members of its Authority Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be in excess of Respondent's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Mobile Airport Authority, members of its boards, and committees, officers, agents, employees and volunteers.
- Coverage shall state that Respondent's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

12.7.2.2 Workers' Compensation and Employers' Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against the Mobile Airport Authority, members of its Authority boards, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

12.7.2.3 All Coverages

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Authority.
- If Respondent, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. Authority, at its sole option, may terminate this Agreement and obtain damages from the Respondent resulting from said breach.
- Alternatively, Authority may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Respondent, Authority may deduct from sums due to Respondent any premium costs advanced by Authority for such insurance.
- Authority named as "additional insured" as its interest may appear.

12.7.2.4 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Mobile Airport Authority, members of its Authority boards, and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

12.7.2.5 Acceptability of Insurers

Insurance is to be placed with Alabama admitted insurers rated B+ or better by *A.M. Best's* rating service.

12.7.2.6 Verification of Coverage

Respondent shall furnish the Authority with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Authority before work commences.

12.7.2.7 Subcontractors

Respondent shall include each of its subcontractors as insureds under the policies of insurance required herein.

12.8 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings, please contact the Properties and Concessions Manager specified in Section 11.0 at least forty-eight (48) hours in advance (excluding weekends and holidays).

12.9 CONFIDENTIALITY

12.9.1 By submitting a proposal in response to this solicitation, a Respondent acknowledges that Authority is a quasi-governmental entity. The Respondent further acknowledges that any materials or documents provided to Authority may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt. Should a Respondent provide Authority with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Alabama law, the Respondent shall indicate that belief by typing or printing, in bold

letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Respondent shall submit to Authority both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

- 12.9.2 Should any person request to examine or copy any material so designated and provided the affected Respondent has otherwise fully complied with this provision, Authority, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, Authority shall notify the Respondent of that request, and the Respondent shall reply to such notification, in a writing that must be received by Authority no later than 4:00 p.m., ET, of the second Authority business day following Respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure or copying, the Respondent agrees to, and shall, hold harmless and indemnify Authority for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by Authority, or assessed or awarded against Authority, regarding Authority's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Respondent in response to the RFP and shall constitute Authority's sole obligation about maintaining confidentiality of any document, material, or information submitted to the Authority.

12.10 GRIEVANCE PROCEDURE

- (a) **Right to Protest.** Any prospective bidder or respondent may protest the provisions of a Request for Proposals (RFP).

i **Protest of Specifications or Proceedings Prior to Bid Opening**

Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

ii Protest of Recommended Award

Any actual bidder or respondent, who is aggrieved in connection with the evaluation of bids, the evaluation of Proposals, or the staff recommendation regarding award of a contract, provided that such bidder or respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

- (b) **Filing a Protest.** A written protest shall be considered filed, for purposes of this procedure when all related items are delivered to and received by the Mobile Airport Authority. All protest shall be directed to the attention of the President of the Authority.

i For protest related to the specifications or proceeding of an RFP, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii. For protest related to the evaluation of bids, evaluation of Proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with the Commercial Business Division within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Commercial Business Division no later than 5:00 p.m., CT, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., CT, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., CT, on the observed holiday and ends at the same time on the following day. Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

- (c) **Protest Bond.** Any person who files a formal written protest, shall post with the Commercial Business Division, at the time of filing the formal written protest, a cashier's check or bond payable to the Mobile Airport Authority in an amount equal to 1 percent of the Authority's estimate of the total volume of the contract or \$5,000, whichever is less.

- (d) **Final Decision.** The Authority Attorney or designee shall consider each protest and shall render a final determination. If the decision of the Authority Attorney or designee upholds the action taken by the Authority, then the Authority shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by Authority staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the Authority Attorney or designee does not uphold the action taken by the Authority, then the Authority shall

return that amount, without deduction, to the person or entity filing the protest.

(e) Stay of Procurement During Bid Protest

In the event protest is filed in accordance with the bid protest procedures herein, the Commercial Business Division shall not proceed further with the solicitation or award of the contract until the Authority Attorney or designee has rendered a written decision regarding the protest or until the Authority Manager or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the Authority.

12.11 PROHIBITED COMMUNICATIONS

As provided for in the Mobile Airport Authority Policy and Alabama Law, any form of communication, other than written correspondence, shall be prohibited between any person or representative of any Respondent seeking an award of this solicitation and any Authority Board members, staff, or any Authority employee authorized to act on behalf of the Authority. Prohibited communications shall be in effect from the date/time submittals are due for this solicitation until the Authority Board or authorized designee awards or approves a contract, rejects all responses, or otherwise takes any action which ends the solicitation process.

**ATTACHMENT A
MOBILE AIRPORT AUTHORITY
REPRESENTATIONS/CERTIFICATIONS**

TAXPAYER IDENTIFICATION

Proposer must complete Federal Form W-9 and submit it with their bid. The form may be downloaded from the Internal Revenue web site at www.irs.gov.

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: _____
MAIL ADDRESS: _____

(Authority) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____)_____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____)_____; FAX: (____) _____
EMAIL ADDRESS: _____
WEBSITE URL: _____

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME: _____
TELEPHONE NO: VOICE: (____)_____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____)_____; FAX: (____) _____
EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME: _____
MAIL ADDRESS: _____

(Authority) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____)_____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____)_____; FAX: (____) _____
EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____
TELEPHONE NO: VOICE: (____)_____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____)_____; FAX: (____) _____
EMAIL ADDRESS: _____

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME: _____ MAIL
ADDRESS: _____

(Authority) (State) (Zip Code+4)



Mobile Regional Airport

Connecting The Gulf Coast To The World

Attachment B: Airline Flight Schedule (Informational)

BFM 1st Quarter Schedule					
	INBOUND		OUTBOUND		
	Origin	STA	STD	Destina.	Flt#
10-Feb-20	DEN	1150	1235	DEN	235
12-Feb-20	DEN	1150	1235	DEN	235
14-Feb-20	DEN	1150	1235	DEN	235
17-Feb-20	DEN	1150	1235	DEN	235
19-Feb-20	DEN	1150	1235	DEN	235
21-Feb-20	DEN	1150	1235	DEN	235
24-Feb-20	DEN	1150	1235	DEN	235
26-Feb-20	DEN	1150	1235	DEN	235
28-Feb-20	DEN	1150	1235	DEN	235
2-Mar-20	DEN	1150	1235	DEN	235
4-Mar-20	DEN	1150	1235	DEN	235
6-Mar-20	DEN	1150	1235	DEN	235
9-Mar-20	DEN	1150	1235	DEN	235
11-Mar-20	DEN	1148	1232	DEN	235
13-Mar-20	DEN	1148	1232	DEN	235
16-Mar-20	DEN	1148	1232	DEN	235
18-Mar-20	DEN	1148	1232	DEN	235
20-Mar-20	DEN	1148	1232	DEN	235
23-Mar-20	DEN	1148	1232	DEN	235
25-Mar-20	DEN	1148	1232	DEN	235
27-Mar-20	DEN	1148	1232	DEN	235
30-Mar-20	DEN	1148	1232	DEN	235
1-Apr-20	DEN	1148	1232	DEN	235
3-Apr-20	DEN	1148	1232	DEN	235
6-Apr-20	DEN	1148	1232	DEN	235
8-Apr-20	DEN	1148	1232	DEN	235
10-Apr-20	DEN	1148	1232	DEN	235
13-Apr-20	DEN	1148	1232	DEN	235
15-Apr-20	DEN	1148	1232	DEN	235

Attachment C: AIRCRAFT EQUIPMENT LISTING

CODE	NAME	TYPE
E145	Embraer 145	Regional Jet
CRJ2	Canadair Regional Jet 200	Regional Jet
CRJ7	Canadair Regional Jet 700	Regional Jet
CRJ9	Canadair Regional Jet 900	Regional Jet
E75	Embraer 175	Regional Jet
A319	Airbus A319	Narrow Body
A320	Airbus 320	Wide Body
MD88	McDonnell Douglas MD-88	Narrow Body

**Attachment C: Passenger Traffic History Report
(Informational)**

Passenger traffic statistics (MOB) include both enplaning and deplaning passengers:

Fiscal Year	Passenger Traffic
FY2019	635,336
FY2018	609,127
FY 2017	611,537
FY 2016	600,560
FY 2015	579,122

Fiscal Year (FY) is from October 1 through September 30.

DRAFT

**Attachment D: Management Agreement
(Informational)**

DRAFT

AGREEMENT FOR MANAGEMENT AND OPERATION OF PARKING FACILITIES

THIS AGREEMENT FOR MANAGEMENT AND OPERATION OF PARKING FACILITIES (this "**Agreement**") is made and entered into as of the date first written above, by and between **MOBILE AIRPORT AUTHORITY**, a public corporation organized under the laws of the State of Alabama ("**Authority**"), and the operating company identified on the first page of this Agreement ("**Operator**").

WITNESSETH:

WHEREAS, Authority owns and operates the Mobile Regional Airport (the "**Airport**"), including the public parking facilities located at the Airport;

WHEREAS, Authority owns and operates the Mobile Downtown Airport (the "**Airport**"), including the public parking facilities located at the Airport;

WHEREAS, Operator has submitted a response to Authority's request for proposals to improve, manage and operate the parking facilities;

WHEREAS, Operator is an experienced operator and manager of airport parking facilities; and,

WHEREAS, Authority and Operator desire to enter into an agreement whereby Operator will finance certain equipment to be installed upon the parking facilities and operate and manage the parking facilities upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **PREMISES**. Authority hereby grants to Operator and Operator hereby accepts the right, privilege and obligation of improving, managing and operating the parking facilities at the Mobile Regional Airport and the Mobile Downtown Airport designated by Authority as they now exist, or which may be expanded or constructed during the term of this Agreement (the "**Premises**").

2. **TERM**. The term of this Agreement shall be for ___ years identified on the first page of this Agreement, beginning on _____, 2020 as the Commencement Date, and ending at midnight on the date identified as the Expiration Date of _____, 2025 (the "**Initial Term**"), unless sooner terminated as provided herein.

3. OPERATOR'S OBLIGATIONS AND SERVICES: OPERATING EXPENSES. Operator hereby covenants and agrees that it will:

Operate and direct the operation of the Premises as first-class parking facilities in a clean and orderly manner, and render the usual and customary services incidental thereto, in a professional, businesslike and efficient manner, with the intent of producing maximum revenues and avoiding excessive Operating Expenses (as defined below) and other expenses, but with discretion as to the specifics thereof as the Operator deems advisable, subject only to the limitations contained in this Agreement, and provide supervision and inspection adequate to properly manage the Premises. Operator shall provide parking services to the traveling public twenty-four (24) hours per day, seven (7) days per week, holidays included. Authority reserves the right to establish different hours of operation and parking rates for the Premises. Authority retains the right to reserve parking spaces selected by Authority for use as determined by Authority; including, without limitation, for use in connection with a valet parking service operated by Authority and in connection with monthly parking arrangements entered by Authority. Operator shall not implement any changes to the operating procedures without the prior written consent of Authority.

(a) Routinely maintain the parking equipment provided by Authority or Operator in good operating condition and repair, and purchase equipment and supplies necessary for the operation of the Premises,

(b) Provide a schedule of employees in a form acceptable to Authority to be employed "on-site" in the direct management of the Premises subject to this Agreement and Authority's prior approval. The schedule shall include the number of employees and their title and salary range and shall also indicate which employees are bonded or are covered under the Operator's comprehensive crime insurance policy. The initially approved schedule of employees may be amended from time to time by mutual agreement.

(c) Hire, pay, provide customary benefits for and supervise sufficient experienced and qualified personnel who will render the services required by this Agreement for the professional, businesslike and efficient operation of the Premises. Such employees will be neatly uniformed and courteous to the public. All persons so employed shall be employees of Operator and not of Authority and shall have no authority to act as the agent of Authority. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of Operator, which is in all respects the employer of such employees. Operator will negotiate with any union lawfully entitled to represent such employees and shall execute in its own name, and not as agent for Authority, collective bargaining agreements or labor contracts resulting therefrom. Operator shall fully comply with all applicable ordinances, laws and regulations, including, without limitation, those having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related

subjects. Operator represents that it is and will continue to be an equal opportunity employer and must advertise as such. This Agreement is not one of agency by Operator for Authority but one with Operator engaged independently in the business of managing parking facilities on its own behalf as an independent contractor. All employment arrangements are therefore solely its concern and Authority shall have no liability with respect thereto. Operator shall provide training for new employees.

(d) Promote, advertise and endeavor to increase the volume, efficiency and quality of the services rendered.

(e) Purchase supplies necessary for the operation of the Premises in accordance with the annual approved budget.

(f) Maintain courteous, businesslike relations with users of the Premises, whose requests shall be received, considered and promptly acted upon.

(g) Cause the Premises to be maintained in a clean, safe and orderly manner according to reasonable standards acceptable to Authority, but other than as set forth in Section 6, Operator shall not be required to make (and shall not be authorized to make, without Authority's prior written approval): (i) any structural, mechanical, electrical or other installations, alterations or repairs to the Premises, (ii) any alterations, repairs or improvements required to be made by Authority as described in Section 6 below, or (iii) any repairs required by statutes, regulations or other governmental requirements pertaining to air quality, environmental protection or persons with disabilities, which matters shall be the sole responsibility of Authority.

(h) Promptly notify Authority of any matter that in Operator's reasonable judgment requires Authority's attention.

(i) Advise and cooperate with Authority in the development and implementation of rules and regulations applicable to the Premises and enforce such applicable rules and regulations as Authority shall adopt. Advise and consult with Authority with respect to matters of potential changes to traffic control systems, signage and/or any other matter that may substantially alter the use and operation of the Premises, the implementation of any of which shall require Authority's written consent.

(j) Obtain and maintain the policies of insurance specified in Section 13 hereof.

(1) Prepare and file all necessary returns, reports and forms required by law in

connection with unemployment insurance, social security taxes, worker's compensation insurance, disability benefits, Federal and state income tax

withholding and other similar taxes and all other returns and reports required by any Federal, state or municipal authority (other than income and property tax returns of the Authority) and pay or make all deposits required for such taxes.

(m) Annually during the term, by each)April, Operator shall prepare and deliver to Authority a budget, for Authority's approval, reflecting the Gross Receipts (as defined in Section 7) and Operating Expenses which Operator expects to receive and incur, respectively, during Authority's forthcoming fiscal year (the "**Budget**"), it being agreed that if Authority for any reason does not respond to any proposed Budget within thirty (30) days after Authority's receipt thereof, then Operator shall submit a second written request for approval of the Budget, and if Authority does not respond to the second request for approval of the Budget within fifteen (15) days after Authority's receipt thereof, then said Budget shall be deemed approved. If at any time during the period covered by an approved Budget, it appears to Operator that the actual total of all Operating Expenses likely to be incurred during said period or any single line item will exceed the Budget's projected total (or line item) by more than five percent (5%), Operator shall promptly so advise Authority, and Authority and Operator shall jointly discuss what actions, if any, could be taken to minimize the Operating Expenses without substantially impairing the operation of the Premises.

(n) **Attend to the making and supervision of all ordinary repairs, decorations and alterations subject to the limits of the approved Operating Budget. Any power washing, restriping or other work that will involve closing all or any portion of the Premises must be performed at times and days approved in advance in writing by Authority. In cases of emergency, Operator may make expenditures for repairs without prior written approval if it is necessary to prevent damage or injury. Authority must be informed of any such expenditures before the end of the next business day.**

(o) **Provide on request the following:**

- (1) All bank statements and bank deposit slips,
- (2) Detailed cash receipts and disbursement records,
- (3) Detailed trial balance (if available),
- (4) General ledger listing (periodically, Authority may request
copies of all invoices paid during a specified period).
- (5) Summaries of adjusting journal entries, and Support, documentation for payroll, payroll taxes and employee benefits.

(p) Comply on Authority's behalf with all applicable provisions of the Internal Revenue Service Code and Regulations with respect to the preparation of IRS Form 1099. Operator shall retain a copy of each completed form in its files.

(q) Obtain the written consent of Authority prior to decreasing any

Operating Expenses and other expenses that will result in a reduction of the general quality of parking service presently being rendered at the Premises.

- (r) As provided in Section 7, remit to Authority the "Gross Receipts" (as defined in Section 7).
- (s) Account to the Authority as hereinafter provided for all revenues collected.
- (t) Promptly report all casualty losses, automobile thefts, and damage claims. in excess of deductible amounts to its insurance carriers and cooperate toward settling all claims for which Operator is legally liable.
- (u) Operate the premises in compliance with all applicable federal, state, and local laws, rules, and ordinances.
- (v) Pay all license and permit fees imposed by federal, state, and local governments.
- (w) Provide all other services identified in other Sections of this Agreement.

Authority shall pay Operator for expenses incurred by Operator in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "Operating Expenses"). Operating Expenses shall include, without limitation, all out of pocket (without any profit to Operator) costs, charges and administrative expenses for: salaries and wages and associated payroll burden (including, without limitation, payroll taxes and fringe benefits); uniforms, supplies, tools and cleaning; maintenance and repair to be performed by Operator; Equipment charges [defined in Section 6 below]; utility charges (except to the extent paid directly by Authority); bookkeeping and administrative services; employee recruitment and training; banking and credit card system services; postage and freight; tickets, paper and reporting forms; accounts payable processing; health insurance, workers' compensation insurance and garage keeper's legal and general public liability insurance premiums established by Operator; the first \$500.00 of any damage claim or loss (plus attorney's fees and court costs to defend Authority and/or Operator in actions brought to recover damages for such losses) and losses due to theft or robbery. Sales Tax (defined in Section 7) shall be deemed an Operating Expense and shall be invoiced to Authority each month at the same amount that was paid out by Operator for such month.

Operating Expenses shall not include (i) the costs of maintenance and repair required of Authority hereunder, or (ii) Authority 's various costs associated with its ownership and/or occupancy of the Premises, including without limitation

depreciation, building insurance, real estate taxes and assessments, taxes on Authority's personal property, debt retirement (including without limitation mortgage interest), rent and such costs and expenses as may be necessitated to comply with the Americans With Disabilities Act of 1990). Payment of such expenses and costs are the sole obligation of Authority.

The following expenses or costs incurred by or on behalf of Operator in connection with the management of the Premises shall be at the sole cost and expense of Operator and shall not be reimbursed by Authority:

- (1) Cost of gross salary and wages, payroll taxes, insurance, worker's compensation, and other benefits of Operator's office personnel not identified in Exhibit B;
- (2) Operator's corporate or regional general accounting and reporting services which are within the reasonable scope of the Operator's responsibility to Authority;
- (3) Cost of forms, papers, ledgers, and other supplies and equipment used in the Operator's office at any location off the Premises;
- (4) Cost of electronic data processing equipment, or any pro rata charge thereon, which is located at Operator's office off the Premises site;
- (5) Political or charitable contributions, except that certain charitable contributions may be made after prior consent by Authority;
- (6) Cost attributable to losses arising from negligence (except as to the first \$500 of any such claim, as per the definition of "Operating Expenses" herein above) or fraud on the part of Operator, Operator's agents or Operator's employees;
- (7) Employment fees unless specifically approved by Authority;
- (8) All regional management costs;
- (9) Cost advances made to employees and cost of travel by Operator's employees or agents to and from the Premises; and
- (10) Training expenses (other than for training of Operator's employees for work at the Premises).

"Reimbursable Costs" are any expenses which are not deemed Operating Expenses and are approved by Authority prior to expenditure.

If Authority disputes any Operating Expense or Reimbursable Cost, Authority shall give Operator written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense or Reimbursable Cost which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

4. **OPERATION PROCEDURES AND POLICY MANUAL.**

An Operational Procedures and Policy Manual ("Manual") reflecting the operation of the facility as proposed by the Operator shall be submitted to the President of the Authority (the "President") for approval with Operator's response to Authority's Request for Proposals. The Manual shall include, as a minimum, the following:

- (a) General Operating and Management Policies
- (b) Customer Service Policies
- (c) Cash Control, Accounting and Audit Procedures
- (d) Lost Ticket Procedures
- (e) Employee Job Descriptions
- (f) Employee Training Guide
- (g) Employee Schedules
- (h) Emergency Procedures
- (i) Location Manager's Office and Home Phone Number
- (g) Company Personnel Policies

The Manual shall also include a procedure to address customer claims for bodily injury or property damage. This procedure must be acceptable to Authority. Modifications requested by the President shall be promptly prepared. The Manual shall be modified, subject to written approval of the President, as the operation of the facility or the information contained in the Manual changes. The Operator is responsible for the maintenance of the Manual to assure that all data is current.

5. LOST TICKETS. Lost tickets shall be accounted for by a lost ticket form, in a format approved by Authority, and signed by the customer. Appropriate audit procedures shall be taken by Operator monthly to confirm a minimum of 2% of all lost tickets with the customer whose name, address, phone number and signature shall be included on the form. Lost tickets accounted for by the appropriate form shall not be included in the lost ticket ratio.

If, during any single month, the lost ticket ratio shall exceed 2%, Authority reserves the right to decrease the Management Fee by two dollars and fifty cents (\$2.50) per lost ticket. If during any three-month period the average lost ticket ratio exceeds 2.50%, Authority reserves the right to impose a lost ticket penalty on the Operator, which shall be graduated as follows:

Percentage of Lost Tickets	Penalty
0.00- 1.00	0
1.00-2.50	\$2.50 per ticket
2.50-2.75	\$5.00 per ticket
2.75 and above	\$25.00 per ticket

The above penalty shall be imposed at the sole discretion of Authority, but, only if lost tickets, in the opinion of Authority are excessive. A lost ticket report, in a format approved by Authority, shall be submitted with the monthly invoice.

6. **REVENUE CONTROL EQUIPMENT.** Within three (3) months of the Commencement Date (the "**Installation Period**"), and subject to Authority's approval when required, Operator shall use its commercially reasonable efforts to cause the revenue control equipment to be installed upon the Premises in accordance with applicable law and in all material respects in accordance with the plans and specifications. Exceptions and variances to the specifications, if any, shall be subject to the prior approval of Authority. Final acceptance of the Equipment shall be subject to the approval of Authority. The costs and expenses incurred by Operator in connection with procuring and installing the Equipment shall, during the term of this Agreement, be recoverable from Gross Receipts in the manner agreeable by both parties and upon termination of this Agreement shall be repaid in accordance with and to the extent set forth below.

In addition, all personal property tax (if any) assessed on the Equipment shall be reimbursed as an Operating Expense. During said 36-month period, the Equipment financed hereunder is and shall remain personal property and shall not constitute a fixture, and the Authority shall not own the Equipment and shall not have or acquire any right, title or interest in or to such Equipment. Title to such Equipment shall be retained by Operator or an equipment financier, subject only to any security interest or assignment that Operator may grant to such equipment financier. Upon expiration of the repayment period, provided all monthly charges have been paid as required herein, Operator will take such action as is necessary to transfer title to the Equipment to the Authority."

If this Agreement is terminated for any reason prior to Operator's receipt of payment of all charges for the Equipment, then Owner shall be responsible for paying to Operator, within 10 days after the date of Operator's statement for same, one lump sum in the amount of the total of all remaining Equipment charges thereafter to become due. Upon receipt of such payment, title to the Equipment shall automatically vest in Owner. Upon any transfer of title to the Equipment to the Authority in accordance with the terms of this Agreement, Operator will execute and deliver to Authority such documents as the Authority may reasonably request to vest title to the Equipment in the Authority.

7. **GROSS RECEIPTS.** All Gross Receipts collected by Operator under this Agreement shall be deposited in a deposit account designated by Authority in the name of Authority (the "**Collection Account**") daily. Gross Receipts shall be deposited prior to the end of the next business day after collection. A

penalty for failure to deposit said Gross Receipts by the end of the business day following collection shall be assessed equal to ten percent (10%) of the amount of the day's gross receipts. Failure to deposit receipts within the required time period on two (2) or more occasions per month shall be grounds for immediate termination of this Agreement for cause.

Operator cannot and may not terminate the right to a parking space that has been granted pursuant to a lease agreement. Operator shall not write off any income items (for example, but without limitation, Operator shall not void any parking tickets) without prior approval of Authority.

"Gross Receipts" shall mean all sums collected by Operator for the parking and storage of motor vehicles, whether on an hourly, daily, weekly, or monthly basis, less all refunds, discounts and allowances made by Operator to its customers and less any sales, use, excise, occupancy, gross receipts, parking tax, or any other tax or charge collected by Operator on behalf of and payable to the tax collector (collectively, **"Sales Tax"**). Regarding Sales Tax, as operator of the parking facility, Operator shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by Operator. Any deviation from the Sales Tax payment responsibilities as described in the previous two (2) sentences (for example, but without limitation, where Authority pays Sales Tax on Gross Receipts collected by Operator or a portion thereof) must be mutually agreed upon and set forth in a signed amendment to this Agreement. In addition, each party hereto agrees to defend, indemnify and hold harmless the other party hereto, with respect to any and all loss, costs (including attorney's fees), penalties, and all other liability whatsoever arising out of any breach of the respective Sales Tax payment obligations set forth herein, or as may be subsequently set forth in any signed amendment(s) hereto.

8. **MANAGEMENT FEE.** As compensation for Operator's services hereunder, Authority shall pay Operator a management fee of \$_____ per year, payable in equal monthly installments of \$_____ (the **"Management Fee"**), which fee shall be invoiced by

Operator to Authority. The first and last month's Management Fee shall be pro-rated to account for the Commencement and Expiration Dates of this Agreement.

The Authority and Operator agree to negotiate in good faith a new Management Fee for the second year [which would commence _____ of this Agreement and for each subsequent year, but in no event shall the Management

Fee increase by more than three percent (3%) over the previous year's Management Fee.

In addition, the Authority may, in its sole discretion, adopt a performance-based incentive bonus program. The amount of any incentive payments, and the timing of any such payments, would be determined in the sole discretion of the Authority.

9. INVOICING. Operator shall, by the twentieth (20th) day of the following month, submit an invoice to Authority for Management Fees, Operating Expenses and Reimbursable Costs along with all invoices and receipts for said fees and expenses,

Authority will make payment, subject to any contractual reductions, of each approved monthly invoice provided by Operator within thirty (30) days following receipt of the monthly invoice and required accompanying documents.

Any disputed invoice or charge shall be deducted from Operator's invoice. Authority shall provide Operator, in writing at the time of payment of the monthly invoice, reasons for the deduction. Operator, within seven (7) days, has the right to present a written explanation of disputed invoices or charges to Authority. Authority shall determine validity of disputed invoices or charges based on additional documentation submitted by Operator. If approved, the disputed amount shall be added to the next invoice paid by Authority. Authority's invoice in any matter pertaining to disputed invoices or charges is final.

10. EARLY TERMINATION. In addition to termination for Operator's breach or default under the terms and conditions of this Agreement, or other remedies available at law or in equity, Authority reserves the right in its sole discretion to terminate this Agreement, at any time, and for any or no reason whatsoever, including the convenience of Authority, with such termination to be effective upon the expiration of thirty (30) days after Authority gives written notice of the termination to Operator. Such notice shall specify the effective date of early termination. If Authority exercises its right to terminate this Agreement as described herein, Authority shall pay to Operator (i) the compensation provided for under Section 8, but only through the effective date of such early termination, (ii) all unreimbursed Operating Expenses and Reimbursable Costs, and (ii) the sum of the remaining charges for the Equipment as set forth in Section 6 above. In no event shall Operator be entitled to payment of unearned and/or future overhead or profit. To the extent that capital improvement expenditures of Operator were financed by a lender, Authority shall assume, either in itself or its agent, the obligations of any financing agreement/lease provided such lender consents; failing lender's consent, the expenditures must be paid off as of the date of termination of this Agreement.

11. DEFAULT AND REMEDIES.

(a) Any breach of this Agreement by Operator is a default. Upon

the occurrence of any default of this Agreement, Authority shall provide written notice thereof to Operator and Operator shall be afforded the cure periods set forth in Section 31 below in which to cure the default; provided, however, that no cure period will be provided for any act of bad faith, malfeasance or misuse of funds, and any notice by Authority of a breach of such nature will be accompanied by a date of termination, which may, in Authority's discretion, be effective upon delivery of such notice. Any default of this Agreement for breach of contractual obligations will entitle Authority to terminate this Agreement upon expiration of the cure periods set forth in Section 31 below, if Operator has not cured the alleged default within the applicable cure period.

(b) Authority shall have the right to terminate this Agreement for any default. Upon default, subject to any reductions as herein provided, Operator shall only be entitled to be paid that compensation earned through the date of termination and shall not be entitled to any unearned or anticipated overhead or profit. In addition to the right of Authority to terminate this Agreement for any grounds set forth in this Agreement, Authority shall have all rights and remedies available at law or in equity, including the right to setoff, and may seek recovery of any damages incurred as a result of a breach or default. Regardless of whether Authority seeks to terminate this Agreement for default, Authority shall be entitled to deduct from any payment claimed due to the Operator for compensation and/or reimbursement, all costs necessary to cure any breach of this Agreement by Operator.

(c) If Operator shall default in the performance of any duty imposed upon Operator hereunder, Authority may (but shall not be required to), upon written notice to Operator (except in an emergency situation, in which case written notice shall not be required) and with or without terminating this Agreement, cure and rectify such defaults and either (1) deduct the reasonable cost of cure and rectification from compensation due to Operator hereunder or (2) directly bill Operator for such reasonable costs.

(d) Operator shall neither suffer nor permit the attachment of any liens upon the Facility as a direct or indirect result of Operator's performance of its duties hereunder.

12. FORCE MAJEURE.

(a) Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, material person, or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of God or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in applicable laws; war, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires,

explosions, or other catastrophes; or other similar occurrences.

(b) Notwithstanding any other provision of this Section 12, even though the performance of Operator or a subcontractor or delivery of equipment or materials by a material person is delayed by an unforeseen event or occurrence beyond the control of Operator, Operator hereby agrees to use its best efforts to secure alternate sources of services, equipment or materials, if available. To the extent that Operator fails to secure available alternate sources of services, equipment or materials, Authority is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Operator under this Agreement to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Agreement, Operator shall not be paid any additional compensation by Authority due to an unforeseen or uncontrollable event or occurrence of the type described in this Section 12.

(c) In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this Section, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this Section 12. It will then be reviewed by the non-claiming party and a written response with determination will be provided by the non-claiming party; such determination shall be binding on the parties.

(d) Operator's inability to secure sufficient funds to fulfill its duties under this Agreement will not constitute an act of Force Majeure or an event beyond Operator's control.

13. OPERATOR'S INSURANCE COVERAGES.

(a) Operator shall carry and maintain, as an Operating Expense, the following insurance coverages:

(1) Worker's Compensation insurance in compliance with the Worker's Compensation Act of the State of Alabama.

(2) Employer's liability insurance on all employees for the Premises not covered by the Worker's Compensation Act, for occupational accidents or disease, for limits of not less than \$100,000 for any one occurrence, or whatever is necessary to satisfy the requirements of the umbrella liability insurance specified in Subsection (a)(7) below.

(3) Garage liability insurance on an occurrence for basis with limits of not less than \$1,000,000 per occurrence.

(4) Garage keeper's legal liability insurance (if applicable) insuring any and all automobiles that are parked at the Premises by Operator's attendants or for which a bailment otherwise is created, with limits of liability not less than \$1,000,000 per occurrence.

(5) Comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage, with limits of liability as to any given occurrence of \$50,000 for mottles and securities inside and outside the Premises, and \$1,000,000 on account of any employee dishonesty.

(6) Comprehensive General Liability \$2,000,000 combined single limit.

(7) Umbrella liability insurance, in excess following form, with an annual aggregate limit of not less than \$1,000,000.00

(b) The liability policies affording the coverages described herein shall be endorsed to cover Authority and its employees, agents, directors and officers as additional insureds.

(c) All such insurance shall be with companies as shall be reasonably satisfactory to Authority, and all such policies shall provide that they may not be cancelled or adversely altered without at least thirty (30) days' prior written notice to Authority. Operator shall deliver satisfactory certificates of insurance to Authority naming Authority as an additional insured and renewal policies shall be obtained, and certificates delivered to Authority, at least thirty (30) days prior to expiration.

(d) Operator shall require that all subcontractors brought onto the Premises have insurance coverage at the subcontractor's expense, in the following minimum amounts:

(1) Worker's Compensation Statutory Amount,

(2) Employer's Liability \$1,000,000 minimum, and

(3) Comprehensive General Liability \$1,000,000 combined single limit (with Authority named and Authority's lender named as additional insureds).

Operator must obtain Authority's written permission to waive or modify any of the above insurance requirements. Higher amounts may be required if the work to be performed is sufficiently hazardous. Operator shall obtain and keep on file certificate of insurance showing that all of Operator's subcontractors are so insured.

14. MONTHLY REPORTING: WEEKLY DISBURSEMENTS OF EXCESS.

(a) Within twenty (20) days after the end of each calendar month, Operator shall mail to Authority a statement showing (a) all Gross Receipts for the preceding calendar month and (b) an invoice for the Operating Expenses, Reimbursable Costs and Management Fee due for the preceding calendar month. Such statement shall be prepared by a duly qualified staff accountant and supported by disbursement vouchers, not later than the twentieth (20th) calendar day of each following month, of all transactions during the previous calendar month. A report concerning all collections, delinquencies, uncollected items, vacancies, and other matters pertaining to the management, operation, and maintenance of the Premises during the month will be provided on or before the (twentieth) 20th of each following month. In addition, the Operator shall prepare forms prescribed by the Authority to facilitate the input of financial information into the Authority's accounting system. All financial statements and reports required by Authority will be prepared in accordance with generally accepted accounting principles with the exception that the statements will be prepared on a modified cash basis. Within sixty (60) days following the last month of the term of this Agreement, Operator shall mail a like final statement.

(b) Operator shall keep complete and accurate reports and records of all Gross Receipts, Operating Expenses, Reimbursable Costs and Net Proceeds relating to the Premises. Operator shall permit Authority or its agents or representatives to inspect, audit and copy Operator's records (including all of the information and documents described in Section 3(o)) at Operator's offices during reasonable business hours and at Authority's expense, at any time during the term of this Agreement and for a period of two (2) years following termination of this Agreement. Notwithstanding the foregoing; Operator shall retain tickets for Authority's inspection for a period of one hundred eighty (180) days after they are issued.

15. EQUIPMENT AND IMPROVEMENTS. Operator may, with Authority's written approval, purchase and install equipment or improvements which the parties agree should be installed as part of the revenue and traffic control system and operational requirements for the Premises. Title to equipment and improvements so purchased and installed by Operator shall vest in Authority upon installation, subject to reimbursement. The total cost thereof (including delivery and installation costs and taxes) shall be reimbursed to Operator by Authority within thirty (30) days after receipt of Operator's statement showing the description and cost of each item.

16. INTELLECTUAL PROPERTY. Operator hereby grants to Authority,

during the term of this Agreement only, a non-assignable, non-exclusive right and license to use Operator's intellectual property, including but not limited to its trade names, trademarks and any and all onsite parking amenities programs (the "**Intellectual Property**"), to the

17. extent related to Operator's administration, management and operation of the Premises.

18. Upon termination of this Agreement for any reason, Operator shall have the right, at its sole cost and expense, to remove the Intellectual Property from the Premises, and Authority shall refrain from all further use of the Intellectual Property.

19. **AUTHORITY'S OBLIGATIONS.** Except as provided in Section 6 with respect to the Equipment, and warranty items with respect thereto, Authority shall, at its expense, be responsible for performance of the following:

(a) Repair and maintenance of the Premises, systems and improvements in good condition and repair, including (as applicable): heating, air conditioning, utility, sewage, drainage, security and lighting systems; paving; fencing; parking booths; landscaping; windows and doors; plate glass; driveways, sidewalks and curbs (including curb cuts); electrical or mechanical equipment, including traffic control devices used at or in the Premises; and all structural repairs.

(b) Alterations, improvements and additions that Authority deems necessary and/or as may be required by the Americans with Disabilities Act of 1990 and Proposition 65, and payment of architectural, engineering or consulting fees with respect thereto.

(c) Safety and/or security personnel and equipment, if Authority elects, in its sole and absolute discretion to do so.

Notwithstanding any provision of this Section 17 to the contrary, Operator shall remain liable for, and shall promptly pay the costs of, any and all damages to any improvement to the

Premises; including, without limitation, any facility fixture, lighting standard, electrical system, revenue control equipment, or parking equipment, resulting from the negligent acts or omissions of Operator and/or employees of Operator. Operator shall also be liable for, and shall promptly pay for, any and all repairs to the parking, revenue control system and inventory control system not provided under the terms of maintenance contracts. All other operating expenses not specifically included herein shall be at the cost of, and the exclusive responsibility

of, Operator.

20. INDEMNIFICATION. Except to the extent arising from the negligence of Authority or Authority's employees, agents, representatives, members, managers, directors, partners, officers and affiliates (collectively, "**Authority Parties**"), Operator shall indemnify, defend, protect and hold harmless Authority and Authority Parties from any and all loss, cost, claims, damages, demands or liabilities arising out of: **(i)** any breach of this Agreement by Operator, or **(ii)** the acts or omissions of Operator (or any person or entity employed by Operator or for whom Operator is responsible), in connection with or arising out of this Agreement or the services performed by Operator under this Agreement. The foregoing indemnity shall survive the termination of this Agreement.

21. AUTHORITY'S INSURANCE. Authority shall, at its expense, provide and maintain commercially prudent insurance coverages for buildings, improvements and any other real or personal property of Authority located on the Premises.

22. RELEASE AND WAIVER OF SUBROGATION. In the event that all or any part of the Premises (including any buildings, improvements or other real or personal property thereon) are damaged or destroyed by fire or other casualty, the rights or claims of either party or its employees, agents, successors or assigns against the other with respect to liability for such loss, destruction or damage resulting therefrom, including loss, destruction or damage suffered as a result of negligence of either party or their employees or agents, are hereby released and discharged, and any and all subrogation rights or claims are hereby waived to the extent of the insurance coverage carried by the parties hereto. All such insurance policies shall contain a clause or endorsement providing that the insurance shall not be prejudiced if the insured has waived its rights of recovery (including subrogation rights) against any person or company prior to the date of loss, destruction or damage.

23. LICENSES AND PERMITS. Operator shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over Operator's operations at the Premises and will abide by the terms of such licenses and permits. Any license or permit fees incurred by Operator specifically for the Premises and for which Operator does not otherwise receive reimbursement shall be deemed an Operating Expense.

24. MINORITY/WOMEN'S BUSINESS ENTERPRISES. Operator agrees to comply with all Minority and Women's Business Enterprise ("**M/WBE**") programs and laws as currently adopted and modified from time-

to-time during the term of this Agreement. Operator agrees to review its operating budget for the Premises on or before December 31st of each year during the term of this Agreement, and report its M/WBE utilization over the previous twelve (12) months or portion thereof and to submit a listing of each M/WBE that Operator will utilize in the performance of its duties based on the percentages as established from time-to-time by the Authority. Operator agrees to report the M/WBE participation annually or as requested by Authority.

(11)

25. LAWS AND ORDINANCES. Operator shall not use all or any part of the Premises for any use or purpose which is (i) forbidden by or in violation of any law of the United States, any state or local law or any city ordinance, or (ii) may be dangerous to life, limb or property.

26. NONCOMPETE. During the term of this Agreement, and for any renewal or extension thereof, Operator shall not own, operate, or have any financial interest in automobile parking lots or structures, nor provide public or private parking facilities of any nature whatsoever, within five (5) miles of any Airport boundary. Operator shall at no time during this Agreement, or during any renewal or extension thereof, engage in any conduct the purpose of which is to encourage potential patrons of the Airport parking concession to park elsewhere.

27. LOSS OR DAMAGE TO PREMISES. In case of any substantial loss of or damage to the Premises as the result of a taking under the power of eminent domain, or by fire, storm or other casualty, Authority may (i) repair or restore the Premises at Authority's expense, or (ii) abandon the operation and terminate this Agreement by giving at least ten (10) days' prior written notice to Operator. If Authority so terminates, Authority shall not be liable to Operator for Management Fees arising after the date of taking or casualty; provided, however, if any portion of the Premises remains suitable for parking and Operator, with Authority's prior written approval, continues its operations, Operator shall be entitled to receive its Management Fees for the period during which such operations are continued, prorated based on the portion of the Premises being used for parking after such event of damage or eminent domain. If Authority elects to repair and restore the Premises (and does not terminate this Agreement), no Management Fees shall be due for the period the Premises are unsuitable for the ordinary conduct of parking business, and Operator shall not be required to provide services hereunder, but this Agreement shall continue in effect and the term shall be extended for a period equal to the period needed for repair and restoration.

28. RELATIONSHIP OF THE PARTIES. No partnership or joint venture between the parties is created by this Agreement, it being agreed that Operator is an independent Operator.

29. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
30. **APPROVALS.** Whenever the approval of either party is required herein, except as otherwise provided in this Agreement, such approval shall not be unreasonably withheld or delayed.
31. **WAIVERS.** No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.
32. **SEVERABILITY. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.**
33. **TERMINATION.** In addition to all other termination rights hereunder, Authority may terminate this Agreement upon the breach by Operator of any covenant, term or condition hereof, provided Operator party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a nonmonetary breach, after receipt of written notice thereof; provided, however the foregoing shall not limit Authority's termination rights under Section 10 above. In the event of termination of this Agreement under this Section 31, Authority shall pay to Operator the compensation provided for under Section 8, but only through the effective date of such termination, and shall have no further payment obligations to Operator.
34. **TRANSITION.** The Operator shall cooperate with Authority in achieving an effective and efficient transition of the operation and management of the facilities at the termination of this Agreement. Failure to comply with this paragraph is considered damaging to Authority and shall cause Authority to demand payment of the performance bond and language shall specifically be included in the bond to provide for this condition of this Agreement.
35. **PERFORMANCE BOND.** Upon execution and simultaneously returned with this Agreement, Operator shall furnish Authority with a valid performance bond in the principal sum of seven hundred fifty thousand dollars (\$750,000.00) issued by a company

acceptable to Authority, authorized to do business in the State of Alabama, and payable to Authority in case this Agreement is cancelled for cause or upon default by Operator, Such bond shall be kept in full force by Operator during the term of this Agreement and any extension period thereof. The bond shall be conditioned to ensure faithful and full performance of all the terms, covenants and conditions of this Agreement by Operator. Evidence of the maintenance of this performance bond shall be submitted annually, on the anniversary of this Agreement, to Authority. The performance bond shall extend to thirty (30) days after expiration of this Agreement to provide for conditions contained in Section 31. The bonding company must be listed on the United States Treasury Department list of certified sureties.

36. DAMAGE LIMITATION. In no event shall Authority be liable for consequential, incidental or special damages, including without limitation any delay damages, lost opportunity damages or lost profits, incurred by Operator and/or it affiliates, subcontractors, Operators or employees in connection with this Agreement.

37. ASSIGNMENT. Operator shall not assign, encumber or transfer this Agreement or its right, title or interest herein without the prior written consent of Authority, in Authority's sole and absolute discretion, except that Operator is hereby given the right to assign this Agreement to an affiliate of Operator or to a corporation substantially all of the stock of which is owned by Operator, provided that upon the effectiveness of such assignment, such assignee shall have a net worth at least equal to that of Operator before such assignment, as evidenced by a financial statement presented to Authority and prepared in accordance with generally accepted accounting principles by an independent public accountant reasonably approved by Authority. Authority may assign this Agreement at any time without the consent of Operator.

38. NOTICES. Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

TO AUTHORITY:
1891 Ninth St.
Mobile Alabama, 36615

Mobile Airport Authority

With copy to:

Chris Curry, President

TO OPERATOR:

(Company)
(Point of Contact)
(Address)

With copy to:

(Company)
(Point of Contact)
(Address)

Either party may designate a substitute address at any time hereafter by written notice thereof to the other party.

39. ENTIRE AGREEMENT. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and exhibits hereto. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

40. PARTIES BOUND. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, executors, administrators, legal representatives and permitted assigns.

41. NEITHER PARTY DEEMED DRAFTER. The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the terms hereof, Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting hereof.

42. ATTORNEY FEES. In the event that either party hereto should (i) retain legal counsel and/or institute any suit against the other for violation of this Agreement or to enforce any of the covenants or conditions herein, or (ii) intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) (if and to the extent permitted by law) in connection therewith. The rights and obligations of this Section 40 shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AUTHORITY:

MOBILE AIRPORT AUTHORITY

By: _____

Its: _____

OPERATOR:

By: _____

Its: _____

**STATE OF ALABAMA
COUNTY OF MOBILE**

I, the undersigned Notary Public in and for said County in said State, hereby certify that Chris Curry, whose _____ name as President of the Mobile Airport Authority, a public corporation existing under the laws of the State of Alabama, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and official seal this ____ day of _____, 2020.

NOTARY PUBLIC

[AFFIX NOTARIAL SEAL]

My Commission Expires _____

**STATE OF ALABAMA
COUNTY OF MOBILE**

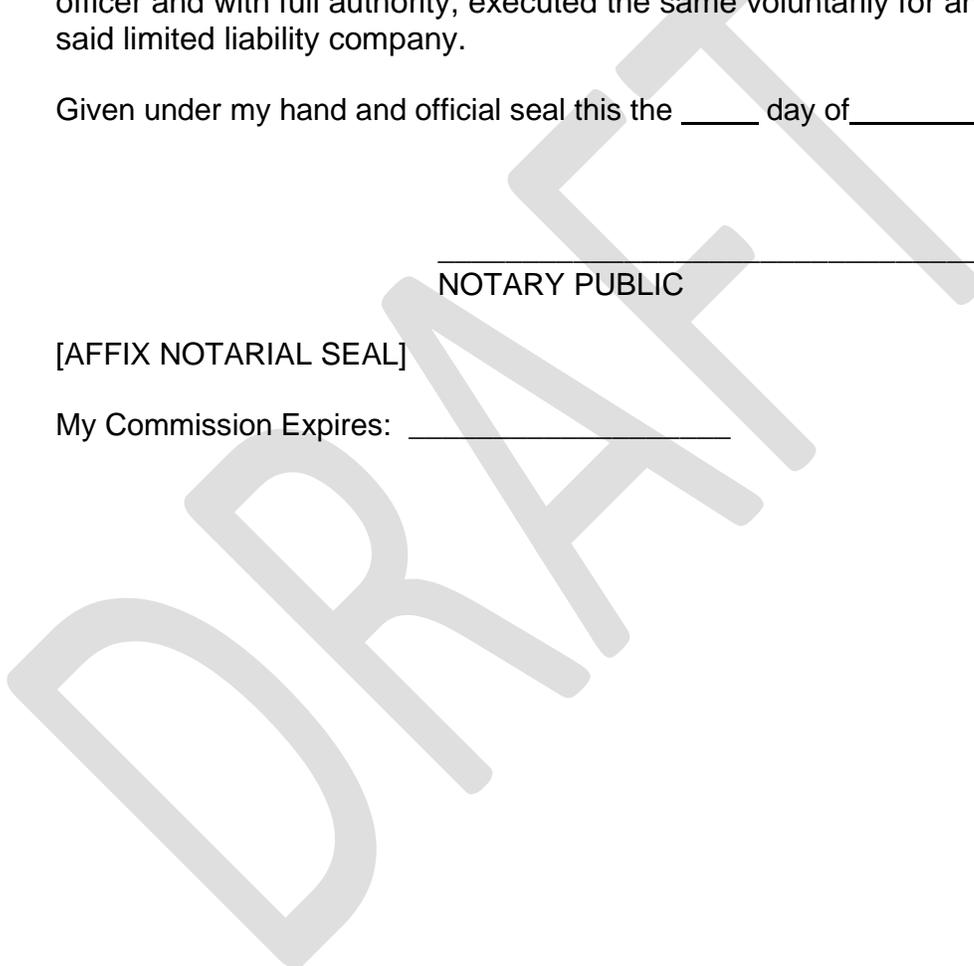
I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the ____ day of _____, 2020.

NOTARY PUBLIC

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____



Attachment E: ACDBE Utilization Form (Complete & Return)
MOBILE AIRPORT AUTHORITY
ACDBE UTILIZATION FORM

Respondent: _____

Address: _____

Phone _____ RFP Number _____

RFP Name: _____

ACDBE/DBE(s) INTENDED TO BE UTILIZED ON THIS CONTRACT

Name of ACDBE/DBE: _____

Address: _____

Phone _____ Is the firm a certified ACDBE/DBE? ___ Yes ___ No

If yes, please provide a copy of your Alabama ACDBE/DBE certification letter or certificate.

Dollar amount of contract with Alabama ACDBE/DBE certified Concessionaire: _____

Percentage amount of contract with Alabama ACDBE/DBE certified Concessionaire: _____%

Description of scope of work performed under agreement by the ACDBE/DBE firm for amount indicated above:

PLEASE SUBMIT A SEPARATE FORM FOR EACH ACDBE FIRM.

Attachment F: Determination of Good Faith Effort Form (Complete & Return, if applicable)

RESPONDENT: _____

DATE: _____

This form is to be completed if Respondent fails to achieve the ACDBE/DBE goals established for this project. The Respondent is allowed to use an alternate method that demonstrates the good faith efforts made to meet the goals established as long as all of the requested information is included. Failure to include all requested information may result in the proposal(s) being determined as non-responsive to the ACDBE/DBE goals.

The following list is not intended to be exclusive or exhaustive and the Authority will look not only at the different kinds of efforts the Respondent has made, but also the quality, quantity, intensity and timeliness of those efforts; it is the responsibility of the Respondent to exercise good faith efforts. Any act or omission by the Authority shall not relieve the Respondent of this responsibility.

Criteria listed below are consistent with the intent of **Section 16.5.9 of the Authority's Administrative Policies & Procedures Manual, as amended.** A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. **Attendance at Pre-Proposal conference, if held:**

____ Yes ____ No ____ Not Held

(10 POINTS)

For Internal Dept. Use only

2. **Whether and when the Respondent provided written notice to certified ACDBE/DBE's listed in the State of Alabama Program directories that perform the type of work to be subcontracted and advising the ACDBE/DBE's of the specific work the Respondent intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.**

(20 POINTS)

For Internal Dept. Use only

All letters from Respondent's to prospective ACDBE/DBE subcontractors should be post marked a minimum of 12 calendar days or faxed recorded 7 days prior to proposal opening.

- A. Provide complete list of all ACDBE/DBE's solicited.
- B. Provide **DATE** letters were mailed (ACDBE/DBE's will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to ACDBE/DBE's. Recommended information in your solicitation letter can include, but not limited to, the following:
 - Project specific information.
 - Your willingness to assist with supply purchases.
 - Bonding requirements of your Concessionaire.
 - Any assistance your Concessionaire will be giving regarding bonding requirements, lines of credit and insurance requirements.

- Availability of specifications and plans through your office.
- Best time to reach you by phone (ACDBE/DBE Concessionaires will be canvassed regarding your responsiveness to their calls and project information they received from your Concessionaire.)
- Proposal opening date and all addendum information.
- Your requirements/time frames/payment schedules.

3. **Whether the Respondent selected feasible portions of work to be performed by ACDBE/DBE's, including, where appropriate, breaking contracts or combining elements of work into feasible units. The ability of the Respondent to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet the established goals.** **(10 POINTS)**

For Internal Dept. Use only

If appropriate, detail any subcontracting category that you have broken down to assist MBE Concessionaires and list Concessionaires that have been made aware of this reduced scope.

<u>Subcontracting Category</u>	<u>ACDBE/DBE Concessionaire</u>
_____	_____
_____	_____
_____	_____
_____	_____

4. **Whether the Respondent considered all quotations received from ACDBE/DBE's and for those quotations not accepted, the Respondent should provide an explanation of why the ACDBE/DBE will not be used during the course of the contract. Receipt of lower quotation from non- ACDBE/DBE will not in itself excuse a Respondent's failure to meet project goals.**

(15 POINTS)

For Internal Dept. Use only

List all ACDBE/DBE Concessionaires who quoted this project; the amount quoted, and the successful subcontractor (if not the ACDBE/DBE Concessionaire) and their quote:

<u>Name of ACDBE/DBE</u>	<u>ACDBE/DBE's Quote</u>	<u>Name of non-ACDBE/DBE Subcontractor Chosen</u>	<u>Subcontractor's Quote</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 5. **Whether the Respondent provided interested ACDBE/DBE's assistance in reviewing the contract plans and specifications. (5 POINTS)**

For Internal Dept. Use only

Name the ACDBE/DBE Concessionaires provided assistance and describe how your Concessionaire provided such assistance.

- 6. **Whether the Respondent assisted interested ACDBE/DBE Concessionaires in obtaining required bonding, lines of credit or insurance if such assistance was necessary(5 POINTS)**

For Internal Dept. Use only

If the project was above \$200,000 or exempt from the Mobile Airport Authority's Bond Waiver Program, name the ACDBE/DBE s assisted and describe the assistance provided.

- 7. **Indicate whether the Respondent has utilized ACDBE/DBE subcontractors on Authority, or other local, contracts within the past six months. (10 POINTS)**

For Internal Dept. Use only

<u>Project Name</u>	<u>ACDBE/DBE Concessionaires Used</u>	<u>Dollar Value</u>
<hr/>	<hr/>	<hr/>

- 8. **Whether the Respondent advertised in general circulation, trade association, and/or minority/women - focus media concerning the subcontracting opportunities. (10 POINTS)**

For Internal Dept. Use only

List which papers carried your ad and attach a copy of the ad.

- 9. **Written documentation that the Respondent contacted the Mobile Airport Authority's MBE Office, other local M/WBE Offices or, if applicable, Federal MBE/DBE Offices, for guidance and assistance if having difficulty obtaining minority/disadvantaged participation and unable to identify portions of work that can be feasibly broken down. (10 POINTS)**

For Internal Dept. Use only

[Type here]

List minority/women organizations contacted.
(A minimum of two organizations must be contacted.)

<u>Organization</u>	<u>Person Contacted</u>	<u>Date Contacted</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Describe any additional efforts or circumstances, which may assist the Authority in determining your Good Faith Efforts. **(5 POINTS)**

For Internal Dept. Use only

A minimum score equal to 80% of the eligible points is required to achieve an acceptable good faith effort determination.

[Type here]

Attachment G: ACDBE Contact Information Form (Complete & Return)

ACDBE CONTACT INFORMATION FORM

ACDBE/DBE CONTACT INFORMATION

The selected Respondent must annually submit on or before **October 30** to the Mobile Airport Authority, or as requested from time to time by the Airport, an Airport Concessions Disadvantage Business Enterprise (ACDBE) Accomplishment Report at the end of each fiscal year. The report must demonstrate the amount of ACDBE accomplishment toward the eighteen percent (15%) goal. If the goal was not met, evidence of Good Faith Efforts in accordance with 49 CFR, Part 23 must be included. The report must include the names of the ACDBE firms used, include a copy of each firms' ACDBE certification and detail the ACDBE participation dollar amount and method of accomplishment, (i.e., Goods and Services Purchased, Construction, J V Partnership, Subcontract, etc.)

ACDBE Contact Person(s) responsible for submitting to the Airport the ACDBE Accomplishment Report:

CONTACT NO. 1

CONTACT NO. 2

Name: _____

Name: _____

Company: _____

Company: _____

Title: _____

Title: _____

Address: _____

Address: _____

Authority: _____

Authority: _____

State: _____

State: _____

Zip: _____

Zip: _____

E-mail: _____

E-mail: _____

Annual ACDBE/DBE Accomplishment reports should be forwarded annually no later than October 31st to:

Mobile Airport Authority
ATTN: Properties and Concessions Coordinator
1891 Ninth St.
Mobile, AL 36615

[Type here]

**Attachment H: Price Schedule
(Complete & Return)**

**ATTACHMENT H
MOBILE AIRPORT AUTHORITY – RFP No. 0094-
15-RH- MOBILE AIRPORT AUTHORITY
PRICE SCHEDULE**

RESPONDENTS' OFFERS MUST BE SUBMITTED ON THIS FORM AND ENCLOSED SEPERATELY IN BINDER 2, "FEE PROPOSAL". THIS FORM SHALL BECOME AN INTEGRAL PART OF THE RESULTANT CONTRACT.

PRICE RELATED FACTORS

- (1) The contract fees proposed below for each item are inclusive of all labor, supervision, materials, supplies, equipment, tools, transportation, handling, assessments, fees, and taxes etc., unless any of these factors are listed below as a separate line item.
- (2) The Operator is not exempt from the Alabama Sales Tax on materials or services.

MANAGEMENT AND OPERATING COSTS

The Selected Respondent will be compensated a monthly fee for services performed. The Airport will pay a Management Fee and actual operating costs not to exceed the Budgeted Operating Costs for each year of the five (5) year term (and the possible 5-year renewal period). In addition to routine operating costs, the Budgeted Operating Costs should include anticipated costs associated with the installation of a new Revenue Control System, as more fully set forth in Article 3 of the Management Agreement. Operator proposes that the Authority pay the following for 1) Short-term and Long-term Parking and 2) Valet Parking:

PROFESSIONAL PARKING MANAGEMENT SERVICES AT MOBILE REGIONAL AIRPORT (SHORT-TERM AND LONG-TERM PARKING)			
PERIOD	MANAGEMENT FEE (MF)	BUDGETED OPERATING COSTS (BOC)	TOTAL
Year 1	12 months X \$ _____ per months = \$ _____	12 months X \$ _____ per months=\$ _____	\$ _____ Total Year 1 (MF+BOC)
Year 2	12 months X \$ _____ per months=\$ _____	12 months X \$ _____ per months=\$ _____	\$ _____ Total Year 2 (MF+BOC)
Year 3	12 months X \$ _____ per months=\$ _____	12 months X \$ _____ per months=\$ _____	\$ _____ Total Year 3 (MF+BOC)
Year 4	12 months X \$ _____ per months=\$ _____	12 months X \$ _____ per months=\$ _____	\$ _____ Total Year 4 (MF+BOC)
Year 5	12 months X \$ _____ per months=\$ _____	12 months X \$ _____ per months=\$ _____	\$ _____ Total Year 5 (MF+BOC)
GRAND TOTAL 5 YEARS:			\$ _____