

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
AVIATION DEPARTMENT – CITY OF KANSAS CITY, MISSOURI

This Contract is between Kansas City, Missouri, a constitutionally chartered municipal corporation, by and through its Aviation Department (“City”), and _SP PLUS LLC, a Delaware limited liability company (“Contractor”).

Sec. 1. The Contract. The Contract between the City and Contractor consists of the following Contract Documents:

- (a) this Contract;
- (b) Contractor’s Proposal dated October 17, 2024 that is attached hereto and incorporated into this Contract;
- (c) City’s RFP No. 6223060088 that is incorporated into this Contract by reference;
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the “Contract Documents” and are incorporated into this Contract. City and Contractor agree that the terms “Agreement” and “Contract” and “Contract Documents” are used interchangeably in this Contract and the terms “Agreement” and “Contract” and “Contract Documents” each include all “Contract Documents.”

Attachment A: Scope of Services

Attachment B: Compensation Schedule

Attachment C: Responsibilities of City

Attachment D: Small Business & ACDBE Response Forms

SB&ACDBE 1: Affidavit of Intended Utilization

SB&ACDBE 2: Assurance and Participation

SB&ACDBE 3: Letter of Intent

SB&ACDBE 4: Letter of Intent Instructions Checklist

SB&ACDBE 5: Good Faith Effort Worksheet

SB&ACDBE 6: Active Participant List

Attachment E: Maps

Exhibit A: Map of On-Airport Parking Premises

Exhibit B: Map of Off-Airport Valet Parking Premises

Exhibit C: Map of Snow Removal Areas

Exhibit D: Map of Custodial Services Area

Exhibit E: CT-15-LP Snowmelter

Attachment F: Garage Cleaning, Maintenance Standards and Procedures

Attachment G: Operations and Procedure Manual

Attachment H: Snow Plowing Duties

Attachment I: Approved Shuttle Buses

Attachment J: CREO Civil Rights and Wage Assurances (032223)

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on June 1, 2025 (Commencement Date) and shall end on May 31, 2030_(five years). The Manager of Procurement Services is authorized to enter into an amendment of this Contract with Contractor to extend the term of this Contract, time of performance for this Contract, or adjust the Attachments and Exhibits of this Contract without further City Council action.

- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to two (2) additional one (1) year terms.
- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, Contractor and City shall continue performance under this Contract until the City has a new contract in place with either Contractor or another provider or until the City terminates the Contract. In the event Contractor shall hold over past the Initial Term, such holding over shall not be deemed to operate as a renewal or extension of this Contract, but shall only create a month to month contract on the same terms, conditions, and covenants, including consideration.
- (d) No notice to quit operation at the expiration date of the Contract shall be necessary. The Contractor warrants, covenants and agrees that the expiration date of the Contract, or at the earlier termination thereof, it will peaceably surrender operation of the Facilities and vehicles purchased with City funds (or reimbursed by the City) in the same condition as that existing at the time of the Contractor's initial entry upon the facilities or acceptance of the vehicles under the Contract, reasonable wear and tear, acts of God and other casualties excepted. The City shall have the right to take operation of the facilities or such vehicles with or without due process of law.
- (e) Contractor warrants, represents and agrees that it shall, at the expiration or early termination of the Contract, promptly turn over to the City all revenue control equipment, vehicles purchased with City funds (or reimbursed by the City) and any other equipment keys; the operating and maintenance manuals for the revenue control equipment, vehicles and any other equipment used by the Contractor in providing the services under this Contract; all keys for the parking office maintenance facilities, cashier booths and any other areas kept locked by the Contractor.

Sec 3. Additional Services. The City has the option to request, during the term of this Contract, to amend the contract for the Contractor to provide additional services. The City further reserves the right and will have the option to add, delete or modify any items of the work identified in the Scope of Services for this Contract. If work is deleted from this Contract, the amount due to Contractor under this Contract shall be adjusted according to the terms and conditions of this Contract. City shall give Contractor 30-days written notice of any such modification. If services or work is added, such as an AeroParker reservation platform or remote airline check-in services, then the parties agree to negotiate the terms of the implementation and use of the reservation technology or additional services, which may, with City approval, include charging customers a transaction or service fee for use of the reservation platform that will be retained by Contractor. Any request for additional services or work under this Contract must be mutually agreed upon in writing by both parties and the City must issue a Purchase Order for the full amount of additional services.

Sec. 4. Compensation and Reimbursables.

- (a) Contractor shall perform the Scope of Services set forth in Attachment A and Contractor shall be compensated for the Scope of Services performed as specified in **Attachment B, Compensation Schedule** attached hereto and incorporated into this Contract. The prices established in Attachment B of this Agreement shall remain firm during the contract period and all renewal terms.
- (b) Contractor shall bill the City monthly, in a form acceptable to the City.

- (c) In addition to the Compensation Schedule set forth in Attachment B, Contractor shall be eligible for compensation in accordance with the "Incentive Plan" which is attached hereto and made a part hereof as Attachment K, Incentive Plan.
- (d) City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City shall not have any financial obligations to Contractor under this Contract until the City issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 5. Effective Date of Contract. Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

Sec. 6. Invoices.

- (a) Contractor shall submit to City a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the City to determine that the amount Contractor is requesting is in fact due and payable.
- (b) City shall not pay any Invoice from Contractor unless Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due to City from Contractor may be determined.
- (c) City shall not process Contractor's Invoice unless Contractor's Invoice is in proper form, correctly computed, and is approved by City as payable under the terms of this Contract.
- (d) City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 7. Representations and Warranties of Contractor. Contractor hereby represents and warrants to the City the following:

- (a) Contractor is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on Contractor's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by Contractor of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of Contractor's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has

been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to Contractor or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which Contractor is a party or by which it or its properties may be bound or affected.

- (c) Contractor shall not enter into any contract for the services to City that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of Contractor, threatened against Contractor which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on Contractor.

Sec. 8. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 9. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 10. Termination for Convenience. City may, at any time upon fifteen (15) days written notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 11. Default and Remedies.

- (a) If Contractor shall be in monetary default or breach of any provision of this Contract, City may terminate this Contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor ten (10) days written notice and opportunity to cure such default or breach within said ten (10) day period. If Contractor shall be in non-monetary default or breach of any provision of this Contract, City may terminate this Contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor fifteen (15) days written notice and opportunity to cure such default or breach within said fifteen (15) day period.
- (b) If City shall be in monetary default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City ten (10) business days written notice and opportunity to cure such default or breach within said ten (10) business days period. If City shall be in non-monetary default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving fifteen (15) days written notice and opportunity to cure such default or breach within said fifteen (15) business day period.

Sec. 12. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of

same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 13. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 14. Records.

- (a) For purposes of this Section:
 - 1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity, the City Manager, the Aviation Department and its delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records, and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 15. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Office (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender

a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Office to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 16. Tax Compliance. If the City's payments to Contractor exceed \$160,000.00 for the period of May 1st through April 30th, Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this Contract. Contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the Contract.

Sec. 17. Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 18. Service of Process. Reserved.

Sec. 19. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses

If to the Contractor:

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

With copy to:

SP Plus LLC
Attn: Legal Department
200 East Randolph Street, Suite 7700
Chicago, IL 60601

If to the CITY:

Attention Procurement Services
General Services Department

414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
ps-purchasing@kcmo.org

With copies to: Matthew J. Gigliotti, Esq.
City Attorney
Law Department of Kansas City, Missouri

Sec. 20. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
 - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
 - 2. Contractor's Agents means Contractor's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 - 3. City means City, its Agencies, its agents, officials, officers and employees.
- (b) Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Indemnification for Professional Negligence. If this contract is for professional services, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 22. Insurance.

- (a) Contractor shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Contractor must have:
 - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project or per location Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
 - d. No Contractual Liability Limitation Endorsement

- e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.
 4. If this Contract is for professional services, Contractor shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
 5. If applicable, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 6. If Applicable, Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - a. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
 7. Selected Proposer procure and maintain garagekeeper's legal liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate due to the Terminal Valet operation and Off-Airport Valet Parking operation. The City shall be named an additional insured under such policy. Said garagekeeper's insurance is in addition to the insurance required of Selected Proposer pursuant to "Section 22 of the Contract"
 8. Commercial crime insurance policy with a limit of \$3,000,000.00 per occurrence that includes coverage for employee dishonesty.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the City ten (10) days written notice of cancellation in the event that the cancellation is for Contractor's nonpayment of premiums and thirty (30) days written notice of cancellation to City for all other reasons of cancellation.
 - (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
 - (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
 - (e) Regardless of any approval by City, Contractor shall maintain the required insurance coverage in force at all times during the term of this Contract. Contractor's failure to maintain the required insurance coverage will

not relieve Contractor of its contractual obligation to indemnify the City pursuant to this Section of this Contract. In the event Contractor fails to maintain the required insurance coverage in effect, City may declare Contractor in default.

- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 23. Interpretation of the Contract.

- (a) City selected Contractor through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the City and Contractor to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the City and the Contractor. After negotiation and discussion, Contractor and City have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the City and the Contractor that the City's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the Contractor more money and time. City and Contractor agree that City's Director of Aviation shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the City and its taxpayers even if it will cost the Contractor more money and time. The decision of City's Director of Aviation shall be final and conclusive if the Director of Aviation acted in good faith.
- (b) Contractor acknowledges and agrees that the City has provided Contractor with an opportunity to have Contractor's attorney review and advise Contractor on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of Contractor agreeing to this Section as well as the entire Agreement. Contractor certifies that Contractor has provided the City written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the City as embodied in this final Agreement is acceptable to Contractor.
- (c) Contractor certifies that Contractor has either (1) waived its right to have Contractor's attorney review this Section and Agreement; or (2) Contractor has consulted with an attorney on this Section and Agreement.
- (d) Contractor knowingly and voluntarily agrees to this Section and the entire Agreement. Contractor certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 24. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 25. Guaranteed Lowest Pricing. Reserved.

Sec. 26. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified

the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 27. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, Contractor certifies that Contractor is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

Sec. 28. Intellectual Property Rights. Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all tangible deliverables that are created specifically for the City by Contractor or its agents, whether solely or jointly with others, during the term of this Contract ("Copyrightable Works"). All Copyrightable Works that Contractor is obligated to disclose shall be and remain entirely the property of City. It is agreed that all Copyrightable Works are works made for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may have in such Copyrightable Works. Contractor shall cooperate with City in obtaining any copyrights or patents in Copyrightable Works. Notwithstanding anything in this Section 28 to the contrary, Copyrightable Works shall specifically exclude any of Contractor's pre-existing intellectual property which existed prior to the term of this Contract.

Sec. 29. Airport Concessions Disadvantage Business Enterprise (ACDBE) Assurance and Participation.

- (a) This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.
- (b) The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Sec. 30. Airport Concession Disadvantaged Business Enterprise (ACDBE) and Small Business Participation. The City has an overall ACDBE goal published in the Kansas City International Airport ACDBE Triennial Plan and available to the public. The fees paid for goods and services, including management fee, for this contract would be applied towards the overall ACDBE goal. Contractor agrees to maintain ACDBE participation and small business participation commitment as submitted by Attachment D of the proposal. Contractor may not remove or replace an ACDBE or a small business without the prior written approval of the City. An ACDBE is a small business and participation by an ACDBE can be applied to both ACDBE participation and small business participation.

Sec. 31. Bonds and Surety. Contractor shall furnish a Performance Bond to City on City furnished forms, executed by a Surety, in the amount equal to the fees for contract year one, thereby guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto and guaranteeing the services and work against faulty workmanship and faulty materials for the period of time as prescribed by the Bond. Surety must:

- (a) Be approved by City's Finance Department; and
- (b) Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570; and
- (c) Be licensed by the State of Missouri to do business in the State of Missouri; and
- (d) Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

Sec. 32. Employee Eligibility Verification. Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

Sec. 33. Improvements. Contractor will make no improvements, structures, facilities, alterations or additions to the Premises without prior written approval of the Director. This approval shall be in the form of a separate Tenant Modification Agreement through the Aviation Department's Engineering Division signed by City and Contractor. The Tenant Modification Agreement may have requirements for payment and performance bonds, prevailing wage, Minority/Women's Business Enterprise participation, and Federal Aviation Administration review, among other conditions.

Sec. 34. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, Contractor shall provide special services to the City including Contractor shall open Contractor's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) Contractor shall not charge City any fee for opening facilities during an emergency or for extending Contractor's hours of operation during a disaster. City shall pay Contractor the agreed upon contract prices for all purchases made by City during the disaster and Contractor shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Contractor shall quickly mobilize Contractor's internal and external resources to assist City when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, Contractor's facilities shall stay open 24 hours if requested by the City. Contractor shall utilize additional Contractor personnel to take City orders if necessary. Contractor's Call Center shall accept phone orders 24 hours a day.
- (f) Contractor shall have contingency plans with Contractor's suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Contractor shall cooperate with City to properly document any and all expenses incurred by City with Contractor and Contractor shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 35. Trade-In. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the City retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The City is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

Sec. 36. Time of Delivery. Reserved.

Sec. 37. F.O.B. Destination. Reserved.

Sec. 38. Quality. Reserved.

Sec. 39. Price. Reserved.

Sec. 40. Brand Name or Equal. Reserved.

Sec. 41. Commercial Warranty. Reserved.

Sec. 42. Discounts. Reserved.

Sec. 43. Sellers Invoice. Reserved.

Sec. 44. Inspection and Acceptance. Reserved.

Sec. 45. Loss and Damaged Shipments. Reserved.

Sec. 46. Late Shipments. Reserved.

Sec. 47. Tax Exemption - Federal and State.

- (a) The City is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- (b) The City is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 48. Annual Appropriation of Funds.

- (a) Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense and are not subject to any subsequent appropriation of funds. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- (b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Director of Aviation is aware of the non-appropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The City has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 49. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

Sec. 50. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 51. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinance and regulations applicable to this Contract. This obligation includes compliance with City's nondiscrimination laws as set out in Chapter 38 of its Code of Ordinances. Contractor, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract.

Sec. 52. Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

Sec. 53. Airport Required Terms and Conditions (071924). Airport Required Terms and Conditions may be amended from time to time as required by the federal government, including the FAA.

SECTION 1. TERMS AND CONDITIONS ESTABLISHED IN THIS SECTION SHALL APPLY REGARDLESS OF MORE PERMISSIVE LANGUAGE IN ANY OTHER SECTION OF THIS CONTRACT. Changes in contract performance or source of funding may result in the application of additional provisions. The term Contracting Party for purposes of Part III shall include but not be limited to a company, contractors, subcontractors, consultants, subconsultants, and vendors. The term Company may be used interchangeably with Contractor and may allude to a contracting party for non-property-based grants of authority. The term Contracting Party for purposes of Part III shall include but not be limited to a company, contractors, subcontractors, consultants, subconsultants, and vendors. The term Company may be used interchangeably with Contractor and may allude to a contracting party for non-property-based grants of authority. Concession agreement specific ACDBE requirements are contained in the Concession agreement.

SECTION 2. COMPLIANCE WITH APPLICABLE LAW. By executing this Contract, the Contractor affirms that the Contractor and its team members and employees shall comply with all federal, state and local laws, ordinances and regulations applicable to the Contract. This obligation includes compliance with City's nondiscrimination laws, including to the extent applicable including those set out in this agreement and attached to this Contract. Contractor shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of its obligations under this Contract.

SECTION 3. DUTIES AND OBLIGATIONS NOT LIMITED. The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 4. SCOPE OF WORK LIMITED. This Contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services provided under the terms of this agreement.

SECTION 5. ACCESS TO RECORDS. The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

SECTION 6. GENERAL CIVIL RIGHTS PROVISIONS. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender

identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contracting Parties and subcontractors from the bid solicitation period through the completion of the contract.

SECTION 7. CIVIL RIGHTS – TITLE VI ASSURANCE

(a) **TITLE VI Solicitation Notice.** The City of Kansas City, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§ 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- (c) **Compliance with Nondiscrimination requirements.** During the performance of this contract, the Contractor, for itself, its assignees, and successors and interest (hereinafter referred to as the "Contractor") agrees as follows:
1. **Compliance with Regulations:** In all its activities within the scope of its airport program, the Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Kansas City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City of Kansas City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the City of Kansas City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City of Kansas City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City of Kansas City to enter into any litigation to protect the interests of the City of Kansas City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
 7. **Limited English Proficiency.** For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

SECTION 8. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

SECTION 9. ADDITIONAL FEDERAL REQUIREMENTS. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the airport, including grant agreements.

This Agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Contractor agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

The Contractor, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Contractor.

Contractor, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Kansas City Downtown Airport, the Kansas City International Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached the City has the right to enter upon the premises and cause the abatement of such interference at the expense of Contractor.

Contractor acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e).

SECTION 10. CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM– License, Permits, Concession on Property Improved Under AIP.

- (a) The Contractor for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- (b) With respect to licenses, leases, permits, right to use airport facilities under contract, in the event of breach of any of the above Non-discrimination covenants, City of Kansas City, Missouri, will have the right to terminate the contract and to enter or re-enter and reposess said land and the facilities thereon, and hold the same as if said contract had never been made or issued.

SECTION 11. REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM. RESERVED.

SECTION 12. RESTRICTED AREAS SAFETY AND SECURITY. Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Contractor shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Contractor is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 part 1542. Contractor agrees to be bound by and follow airport security protocols and training established in accordance with the Airport Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 part 1542. In the event Contractor, its officer, employees, or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Contractor in writing of any claimed violations so as to permit Contractor an opportunity to participate in any investigation or proceedings.

SECTION 13. RESERVATIONS. The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Contractor and without interference or inference.

The City reserves the right, but shall not be obligated to Contractor to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Contractor in this regard.

There is hereby reserved to the City, its successors, assigns and subsequent transferees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City Downtown Airport and/or the Kansas City International Airport.

SECTION 14. ACCOMMODATIONS. Contractor shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Contractor may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

Contractor shall insert this requirement in any agreement, contract or other document by which Contractor grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein.

Contractor warrants that no person shall, on the grounds of race, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered as a result of this agreement to the general public.

Non-compliance with this provision shall constitute a material breach thereof and in the event of such non-compliance the City of Kansas City shall have the right to terminate this Agreement without liability therefore or at the election of the City of Kansas City or the United States, either or both said governments shall have the right to judicially enforce these provisions.

SECTION 15. AFFIRMATIVE ACTION REQUIREMENTS. Reserved.

SECTION 16. BREACH OF CONTRACT. Reserved.

SECTION 17. BUY AMERICAN PREFERENCE.

(a) BABA. Reserved.

(b) Construction Materials. Reserved.

SECTION 18. CLEAR AIR and WATER POLLUTION CONTROL. Reserved.

SECTION 19. CONTRACT WORK HOURS AND SAFETY STANDARDS. Reserved.

SECTION 20. COPELAND ANTI-KICKBACK. Reserved.

SECTION 21. DAVIS BACON REQUIREMENTS. Reserved.

SECTION 22. DEBARMENT AND SUSPENSION. Reserved.

SECTION 23. DISADVANTAGED BUSINESS ENTERPRISE. Reserved.

SECTION 24. DISTRACTED DRIVING. Reserved.

SECTION 25. DOMESTIC PREFERENCES FOR PROCUREMENTS. Reserved.

SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY. Reserved.

SECTION 27. FAIR LABOR STANDARDS ACT. Reserved.

SECTION 28. FOREIGN TRADE RESTRICTION. Reserved.

SECTION 29. LOBBYING FEDERAL EMPLOYEES. Reserved.

SECTION 30. OCCUPATIONAL SAFETY AND HEALTH ACT. Reserved.

SECTION 31. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Reserved.

SECTION 32. PROHIBITION OF SEGREGATED FACILITIES. Reserved.

SECTION 33. RECOVERED MATERIALS. Reserved.

SECTION 34. RIGHT TO INVENTIONS. Reserved.

SECTION 35. SEISMIC SAFETY. Reserved.

SECTION 36. TAX DELINQUENCY AND FELONY CONVICTION. Reserved.

SECTION 37. TERMINATION OF CONTRACT. Reserved.

SECTION 38. VETERAN'S PREFERENCE. Reserved.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of Contractor.

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT A – SCOPE OF SERVICES (041024)

1. OPERATING RIGHTS

- A. Contractor covenants that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business conducted under the Contract.
1. Type of Operation. Contractor shall provide management and operations for all existing and future parking facilities at both the On-Airport Parking Premises and the Off-Airport Valet Parking Premises (Facilities”) in a first-class manner and maintain them in a safe, neat and orderly condition, and shall take all reasonable steps to ensure that prompt, courteous and efficient service is provided to all users.
 2. Hours of Operation. Contractor shall, pursuant to a staffing plan prepared by Contractor and approved by the Director, have appropriate staff on duty at the facilities 24 hours each day of the year and at all times provide adequate personnel to meet all reasonable demands of the public.
- B. Contractor shall operate the public and employee parking facilities at the Airport on behalf of City. Contractor shall provide personnel for the day-to-day operation of the parking facilities to provide first-class parking services at the Airport in accordance with the terms and conditions of this Contract. The parking facilities are shown on **Exhibit A, Airport Map – On-Airport Parking Premises and Exhibit B, Off-Airport Parking Premises**, which is attached and made a part hereof, hereinafter the "Parking Premises". Contractor has no rights not expressly granted herein.
1. During the term of this Contract, Contractor agrees not to own or operate off-airport automobile parking lots or structures or provide public or private parking facilities of any nature whatsoever within ten (10) miles of the present Airport boundaries without the Director’s approval.
 2. Within the Parking Premises are the Parking Lot Operations Building and all cashier booths. These structures are for the exclusive use of and occupancy by Contractor, and the security control thereof is the responsibility of Contractor.
 3. Contractor shall not operate in a manner which increases the risks of City without paying added premiums for the insurance coverage, and obtaining written permission of City.
 4. During the term of this Contract, Contractor shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method; provided however the foregoing restriction shall not apply to general advertising and general on-line marketing. For purposes of clarity, Contractor shall not manage or operate the parking or deploy payment collecting parking technology at any off-site parking facility or hotel located within a five (5) mile radius of the Kansas City International Airport (the “Airport”) which transports customers to the Airport without first obtaining the City’s prior approval.
 5. If operating rights are assigned or transferred, Contractor shall remain obligated and responsible.
- C. **Personnel.**
1. Contractor shall employ and train all persons necessary to operate the facilities, including management staff, supervisory personnel, cashiers, clerical staff, audit staff, valet staff, maintenance staff and all other personnel necessary for compliance with the provisions of the Contract.
 2. Contractor shall employ a full-time, qualified and experienced General Manager (“Manager”), who must be approved by the Director, whose sole duty shall be to supervise and be responsible for all aspects of the Contract and whose office shall be on the Airport. If the choice of Manager is in dispute, the Director’s decision is final. The Manager, or a qualified and experienced assistant responsible for acting in the absence of the Manager, shall be on duty at all times at the Airport.
 3. The General Manager must have three (3) years relevant airport experience and qualifications that would be expected of an airport parking manager at a medium hub or equivalent airport.
 4. Contractor shall be responsible for the neat appearance, courtesy, efficiency and conduct of Contractor’s personnel at all times. All personnel shall be non-discriminatory with regard to services rendered and polite

under all circumstances. Under no circumstances shall they be loud, boisterous, noisy or use profane or abusive language in or about the facilities.

5. Contractor shall, within 24 hours written notice from the Director, remove and keep removed from the facilities any employee who participates in illegal acts in the facilities, who violates Airport Rules and Regulations or the provisions of the Contract, or who, in the opinion of Contractor at the sole discretion of the Director is determined to be detrimental to the public interest at the Airport. The Director's decision shall be final and binding.
6. While on duty Contractor's employees shall at all times wear names tags and uniforms approved by the Director.

D. Supplies and Equipment.

1. Contractor shall procure and pay for all supplies, commodities and equipment from the approved Annual Operating Budget.
2. Contractor hereby makes an irrevocable election (binding on it and all of its successors in interest under this Agreement) not to claim depreciation or an investment credit with respect to the property used under this Agreement.

E. Parking Charges and Collection of Monies.

1. Contractor shall collect and hold in trust for and on behalf of City all monies collected from parking customers in accordance with the rate structure established by City and Contractor shall make daily deposits of all monies in the bank account designated by City and in the name of City.
2. Contractor shall charge users of the facilities the rates established in writing by City, and shall permit complimentary use of the facilities as directed or approved by City.
3. If Contractor charges any patron a price in excess of the established schedule of rates, the amount by which the actual charge exceeds the established rate shall constitute an overcharge which shall, upon demand of the patron or City, shall be promptly refunded to the patron. The amount of any such refund shall be considered a reimbursable expense, provided that suitable substantiating evidence of such refund is provided to City by Contractor and, provided further, that the amount of the overcharge is, or has been, deposited as part of Gross Receipts in the bank designated by City. If Contractor charges any patron price which is less than the established schedule of rates, the amount by which the actual charge is less than the established schedule of rates shall constitute an undercharge and an amount equivalent thereto shall be paid by Contractor into the bank account designated for the deposit of Gross Receipts and shall not be a reimbursable expense or deducted from Contractor's monthly invoice.

F. Patron Claims and Complaints. Contractor shall handle and report in a timely manner satisfactory to City all complaints and all claims made for losses or damage to vehicles in the facilities and shall be responsible for carrying out any and all statutory and City procedures for handling unclaimed and abandoned cars; expenses incurred in carrying out such procedures shall be considered as reimbursable expenses when properly reported to City.

G. Fire, Flood, Casualty and Damage. Contractor shall notify the Director immediately of any fire, flood, casualty or damage in or to the facilities or of any unusual condition or threat.

H. Operational Procedures. Contractor shall operate the facilities 24 hours a day and seven days a week in accordance with written procedures prepared by Contractor and approved in writing by the Director. All such procedures shall be subject to change at any time at the sole discretion of the Director. Recommendation by Contractor for improving service and procedures will be considered but will be binding upon City.

I. License Plate Inventory. Contractor shall conduct a license plate inventory each night of the year in the Economy lot and Surface lot and one night of each week of the year at the employee parking facility. Such inventory shall be done after midnight when vehicular movement is at a minimum. Contractor shall also audit license plate inventory data in the Park Assist system in the Parking Garage each night of the year. Any missing or inaccurate data will be corrected in the system daily. Contractor will determine what vehicles are outside of the time limit associated with the parking space they are occupying and shall generate a report listing all 30-day and 60-day vehicles in the parking facilities and provide such report to City monthly for disposition (towing, etc.). Nightly car counts will be conducted each night of the year in each public parking facility including Terminal Valet and Off-Airport Valet operations.

- J. **Removal of Vehicles.** Except in an emergency involving public convenience or safety, or pursuant to the Director's written instructions, Contractor shall not move vehicles in the facilities or remove any vehicles from the facilities. Any expenses incurred in moving a vehicle in an emergency or at the Director's request shall be a reimbursable expense but any costs for damage as a result of the vehicle being moved shall not be a reimbursable expense.
- K. **Support Vehicles.** Contractor shall provide, operate and maintain such support vehicles in accordance with the operating procedures prepared by Contractor, approved in writing by the Director and meeting the following minimum standards:
1. Contractor shall be responsible for fully maintaining the support vehicles in clean, safe and good running order in accordance with a maintenance schedule prepared by Contractor and approved in writing by the Director. Preventative maintenance and repairs will be reported to City monthly.
 2. Contractor shall be solely responsible for all damage to support vehicles resulting from acts of God, acts of third parties or the negligent acts or omissions, intentional or unintentional, of Contractor, its employees, agents and subcontractors, and expenses incurred shall not be reimbursable under the Contract. Any expense resulting from routine or normal maintenance and/or repairs shall be considered an Operating Expense under the Contract, unless otherwise excluded pursuant to the Contract.
 3. Contractor and its employees will not use the support vehicles for personal reasons.
 4. Contractor must notify City within 24hrs of any damage or vehicle accident. Any damage to support vehicles shall be repaired within 30 days of incident. All incidents will be tracked in a maintenance log and shall be submitted to the City monthly.
- L. **Valet Services.** Contractor shall provide Valet parking services ("Valet Services") at the Airport Terminal Garage (2 Kansas City Blvd) and the Off-Airport Valet Parking operation (11500 Prairie View Ave).
1. Contractor must ensure the valet parking services are provided twenty-four (24) hours a day, seven (7) days a week, including weekdays, weekends, and holidays.
 2. The Terminal Valet Customer drop off and pick up designated area is located on level 3 of the Terminal Garage adjacent from the departure's roadway. City reserves the right to change the drop off and pick up point, if necessary.
 3. Contractor must: (a) receive and take possession of cars from valet parking customers; (b) generate a ticket (c) store and secure the cars; (d) secure car keys; (e) record pertinent information defined by the valet ticket approved by the City, including without limitation each customer's name, cell phone number, car arrival and departure times, and car location during storage; (f) return cars to customers upon customer request; and (g) perform all other tasks reasonable necessary to provide valet parking services required.
 4. Contractor shall be responsible for the maintenance, repair and good operating condition of all Valet Management Software equipment and hardware. The current operator has an agreement with TEZ for maintenance and service of the Valet Management system and all associated equipment.
 5. Contractor shall procure and maintain garage keeper's legal liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate due to the Terminal Valet operation and Off-Airport Valet Parking operation. The City shall be named an additional insured under such policy. Said garagekeeper's insurance is in addition to the insurance required of Contractor pursuant to Section 22 of the Contract.
- M. **Shuttle Services.** Contractor shall provide a shuttle bus service ("Shuttle Services") for the Off-Airport Valet Parking operation.
1. Shuttle Services involve Contractor's management of Off-Airport Valet Parking operation at 11500 NW Prairie View Road (currently DBA "Park Air Express") and the transportation of parking patrons to and from the Lot and the Airport Terminal.
 2. Contractor shall use Shuttle Bus vehicles approved and agreed upon by Contractor and City, shall insure Shuttle Services in conformity with the insurance required in Section 22 of this Contract, and shall otherwise perform Shuttle Services in a manner consistent with the performance standards generally set forth in this Contract.
 3. The Off-Airport Valet Lot shall be operated as a valet operation, i.e., customers desiring to use the Shuttle Services, before boarding a Shuttle Bus Vehicle, shall leave his/her vehicle with the key to same with Contractor's attendant at a designated location in return for a claim check issued by the attendant. The

attendant will park the customer's vehicle within the lot and, upon customer's payment of the parking charge and presentation of the claim check, retrieve and return customer's vehicle.

4. The City agrees to: (a) reimburse the Contractor for the cost of purchasing the Approved Shuttle Bus Vehicles and any authorized replacements thereof during the Initial Term or any Option Term, and all repair, maintenance associated with such vehicles, and (b) provide all fuel required for such vehicles and (c) compensate Contractor for the Shuttle Services in conformity with the budgeted reimbursable expenses.
 5. Contractor shall work with City Fleet maintenance for all repairs and preventive maintenance on shuttles. Any repairs outside Fleet maintenance scope will be the responsibility of the Contractor and expenses incurred shall be a reimbursable expense under the Contract.
 6. Contractor shall be solely responsible for all damage to Shuttles resulting from acts of God, acts of third parties or the negligent acts or omissions, intentional or unintentional, of Contractor, its employees, agents and subcontractors, and expenses incurred shall not be reimbursable under the Contract.
- N. **Electric Vehicle Charging Network.** Contractor will be expected to maintain the existing Electric Vehicle (EV) charging network of CT4000 Level 2 Commercial Charging Stations that exist in the Terminal Garage (54 Chargers), and the Surface Lot (7 Chargers). The chargers warranty management and maintenance will be maintained by the Contractor. The ChargePoint Inc. online monitoring and reporting account will be managed by Contractor and will be responsible for reporting issues to maintenance.
- O. **Remote Assistance.** Contractor shall assist all patrons remotely that are in the entry or exit lanes 24 hours a day. Assistant will include but not limited to issues at the entry lanes, gate failure, access card issues, and the processing of their transactions remotely at all assigned parking facilities. Exception transactions shall be handled quickly and efficiently in a manner as to not delay the customer from exiting the parking facility.
2. **WITHDRAWALS & ADDITIONS.** City hereby reserves the right to add to or delete from this Contract, any or all Parking Premises or any portion thereof, including the Operating Premises, Parking Lot Operations Building, employee parking areas, and public parking areas, either temporarily or permanently. City reserves the right to assign, from time to time, vehicle parking locations for employees of Contractor. City reserves the right to construct additional public and employee parking facilities and to designate such additional facilities as part of the Parking Premises, and Contractor agrees to operate said facilities under this Contract. If any modification results in changes to the staffing levels, such modification shall be open to negotiation. City will use its best efforts to give Contractor notice of Parking Premises being withdrawn, added or relocated at least ten (10) days prior to the date required in the event City elects to withdraw, add or relocate said premises either temporarily or permanently.
3. **CONDITION OF THE PREMISES AND EQUIPMENT.** Subject to all the terms, covenants and conditions of this Contract, the City makes available to the Contractor public and employee parking areas as shown on the attached **Exhibit A, Airport Map – On-Airport Parking Premises and Exhibit B, Off-Airport Parking Premises** and further designated as Terminal Garage, Terminal Valet, Terminal Surface Lot, B and C Garages, Economy Parking Lot and Employee Parking Lot and Park Air Express parking operation together with all improvements. These areas shall be referred to collectively as the "Parking Premises".
- A. Contractor acknowledges that inspections of the Operating Premises and Parking Premises of the Airport have been made, and Contractor agrees that the premises and equipment are accepted "as is" for the purpose of Contractor providing the services required by this Contract. The City without limitation expressly disclaims and negates, as to the facilities: (a) any implied or expressed warranty of merchantability, (b) any implied or expressed warranty for a particular purpose, and (c) any implied or expressed warrant with respect to the facilities or any portion thereof.
 - B. Subject to the terms, covenants and conditions of this Contract, the Contractor has the right of complete access, ingress to and egress from the facilities for the Contractor's employees, agents, guests, patrons and invitees.
 - C. Title to all equipment and supplies purchased by Contractor with funds provided under this Contract or otherwise reimbursed by City or equipment and supplies owned or purchased by City shall immediately vest in the City.

- 4. OBLIGATIONS OF CONTRACTOR.** Contractor shall provide for the collection and accounting of all parking fees due and paid by users of the Parking Premises, including all personnel, equipment/furnishings, contractual services and supplies as follows:
- A. Contractor shall keep the Operating Premises open and furnish services twenty-four (24) hours a day seven (7) days a week. Alternate hours and/or locations on the Airport may be specified by the Director throughout the term of the Contract.
 - B. Contractor shall calculate, collect and make daily deposits of all parking fees due from users of the Parking Premises. A service charge will be incurred for lost tickets and shall be included in the parking fees due. The Director, at any time, may order a change in the Schedule of Parking Fees and Charges.
 - C. Contractor shall provide City with copies of all current subcontracts.
 - D. The Director and Contractor may agree to increase or decrease the hours of work performed by any of the position classifications. Such increased or decreased hours of work shall be paid for at the Hourly Rate and will be considered reimbursable.
 - E. Contractor shall manage all aspects of the Frequent Parker (FPP) and Corporate Parker (CPP) Programs. To include at a minimum: assisting customers with registering for the program, accessing account information, current points, entry/exit status updates, update credit cards on file, provide receipts, and issue proxy cards as needed. Contractor will track all FPP usage and research any customer issue with their accounts. Contractor will manage all Corporate Parking accounts and provide companies enrolled in the program monthly usage reports.
 - F. Contractor shall purchase and provide an adequate number of parking tickets, frequent parker access cards, garage access cards and employee lot gate cards, and the cost of same shall be reimbursed Operating Expenses.
 - G. Contractor shall maintain adequate supervision and control over vehicular entrances, exits, and movement lanes so as to maintain at all times the safe, orderly, efficient and timely flow of traffic through the Parking Premises. Contractor shall monitor all parking lots capacity and close and open as necessary. Contractor shall direct parking lot users to open spaces during peak demand. Contractor shall assist in parking oversized vehicles. Contractor shall provide and maintain all signs, barricades, cones or delineators required on the Parking Premises and the Operating Premises to direct, inform and instruct the Parking Premises users. New or replacement signs shall be of a character and quality equal to or greater than existing signs and subject to Director's approval. Contractor shall propose any strategies and or back-up plans to accommodate customer exiting traffic should any condition that would back up the exit plaza with more than 4-5 cars per lane. (example would be a catastrophic equipment failure). Proposed solution must not compromise revenue collections nor proper cash control procedures.
 - H. Contractor shall make daily deposits directly, by 2:00 p.m., seven days a week, all previous day's parking fees collected to the credit of City of Kansas City, Missouri, in an account designated by City. Contractor shall submit to the Director a copy of all validated bank deposit slips on the first working day (Monday through Friday) following the date of validation. Amounts reported each day as total revenue due should equal the combined total of monies deposited, credit card transactions, Frequent Parker Program (FPP) transactions, cash shortages, lost ticket charges and amounts billed as accounts receivable (Gross Receipts). It shall be the responsibility of Contractor to make good any difference between the amounts reported and the amounts calculated as due to the Aviation Department upon discovery of said difference, regardless of the cause.
 - 1. At the close of each business day, Contractor will be responsible for separately reporting, by cashiering station and by shift, all cash overages and/or shortages discovered during the reconciliation of the cash drawers with the daily ticket receipt reports. Overages will be deposited along with the all other daily receipts. Shortages reported each day will be accumulated and totaled on the monthly report provided to the Aviation Department. The Contractor is responsible for remitting to the Aviation Department this accumulated monthly total at the time the monthly reports are submitted.
 - 2. Within ten (10) working days following the close of each calendar month of the term hereof, Contractor shall report the total parking fees due; the number of tickets shall be broken down by each parking lot (short and long term as appropriate) and day, showing lost tickets, unaccountable tickets, no charge tickets, non-revenue tickets, FPP transactions, reservations, maintenance tickets, deposits, overages and shortages, and accounts receivable; and shall be certified as correct by Contractor's Executive Vice President or other duly authorized officer.
 - 3. Deposit of Gross Receipts. Contractor warrants, represents and agrees that it shall collect, hold in trust for City, account for and make daily deposits in a bank account designated by and in the name of City, each day's

Gross Receipts from the operations under the Contract. Deposits shall be made each day the bank is open. The amount shown on the deposit slip must be equal to the amount shown on the detailed daily report forms. All Gross Receipts derived from the operation of the Parking Premises shall belong to City and shall be held in trust by Contractor while the funds are in its custody and control. Should any of such Gross Receipts be lost, stolen or otherwise removed with the authorization of City from the custody and control of Contractor prior to their being deposited in the bank account designated by and in the name of City, Contractor shall be responsible for depositing a like sum in the bank account designated by and in the name of City, within 48 hours of the loss, theft or removal. Should such loss, theft or removal be insured or otherwise secured by Contractor, any insurance payments made to City for such loss, theft or removal shall be reimbursed, if applicable, to Contractor. All credit card receipts shall be deposited in the bank account designated by and in the name of City.

The City is currently exempt from paying any Sales Tax on Gross Receipts collected under this Contract. However, in the event this exemption status changes or Sales Tax on Gross Receipts otherwise becomes due then the City shall timely remit payment for any applicable Sales Tax based on Gross Receipts collected under this contract to the proper taxing authorities. The City shall defend, indemnify and hold harmless Contractor from any losses, costs (including reasonable attorney's fees), expenses, penalties or liabilities whatsoever arising from the breach of the City's Sales Tax payment obligations. "Sales Tax" means any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities based on Gross Receipts.

4. Failure to Deposit Gross Receipts. All Gross Receipts due to City under the Contract shall bear a service charge of 1.5% per month if same is not deposited in City's account on the day Gross Receipts are required by the Contract to be deposited and Contractor agrees it shall pay and satisfy all costs and expenses, including attorneys' fees and litigation costs, incurred for or expended by City in collection of any such delinquent amounts, including service charges, within five business days of written notice.
- I. Contractor will be required to reconcile all credit card receipts to the daily close-out report produced by each individual credit card transaction terminal and will be required to provide to the Aviation Department a summary report of daily credit card transactions by merchant number and by type of major credit card (i.e. MasterCard, Visa, Discover, American Express, etc.). Credit card receipts will be recorded as revenue for the business day being reported. However, it will be the responsibility of Contractor to summarize and separately report credit card payments by the calendar date of the transaction in order to enable the Aviation Department to properly reconcile its bank depository records which are updated based on the transaction posting date as opposed to the business day on which the transaction occurred. Merchant copies of each credit card receipt and copies of each transaction terminal daily closeout report must be submitted as part of the daily reports provided to the City.
- J. It will be the responsibility of Contractor to ensure that due diligence is exercised in the acceptance and collection of all checks issued in payment for parking fees. Contractor will assume the liability for any uncollected funds resulting from the acceptance of insufficient funds checks. Checks returned by City's bank depository as uncollected will be forwarded to Contractor for collection.
- K. Contractor shall retain and pay a certified public accountant, who is not a member of Contractor's staff, to audit Contractor's employee time records and Contractor's records of Gross Receipts to determine and certify the following:
 1. The Gross Receipts due.
 2. The Gross Receipts deposited.
 3. The difference between the fees deposited and due; total tickets issued and total tickets collected in all categories.
 4. The hours required for each job classification.
 5. The hours actually worked for each job classification and the payments made to Contractor therefore.
 6. The difference between the hours required and the hours worked and the payments made therefore.
 7. The amounts due City or Contractor.
 8. Any other information as may be required by recognized accounting practices to certify that accurate and complete accounting records are being maintained by Contractor in support of the terms and conditions of this Contract. The final authority for required information shall rest with the Director. The results of said

audit (herein called the "Annual Audit") shall be reduced to writing and submitted to the Director no later than 60 days following completion of the first year of the Contract and each additional Contract Year.

The cost of the audit required pursuant to this Subsection K shall be deemed a reimbursable Operating Expense.

- L. Contractor shall accept cash as well as nationally recognized and valid credit cards, as determined by the Director, for payment of parking fees, including as a minimum MasterCard, Visa, Discover, and American Express.
- M. Contractor shall keep and maintain true and accurate, manual and electronic, reports and records in accordance with generally accepted accounting principles, and such reports shall be made available for inspection at the Operating Premises by City, or duly authorized representative of City, at any time during regular business hours. City reserves the right to modify reporting requirements. The reports maintained should include information which would permit City to perform general and detailed analysis of parking lot rates, fees due, cashier performance, and parking activity to support City decisions with respect to parking lot development and modification, rate setting, and staffing. Reports and records include but are not limited to:
 - 1. Reconciliation of tickets stocked, issued, and collected; and exceptions such as lost, maintenance, missing, no charge tickets, non-revenue tickets, on a daily basis.
 - 2. Monthly activity and Gross Receipts and Reimbursable Operating Expenses summaries and certifications, to be reconciled to daily reports;
 - 3. Cashier shift reports identifying the date, the lot, the booth, the shift, and the total of each parking fee amount collected; and the total for each shift, to be summarized monthly by day and date and totaled for each lot.
 - 4. Monthly ACDBE Activity Reports showing dollar amounts paid to and received by ACDBE participants.
 - 5. Daily reports shall be submitted to the Director no later than the day following the report date. Monthly reports shall be submitted to the Director by the 10th day of the following month.
 - 6. Monthly reports of cars appearing for thirty (30) or more consecutive days on the daily inventory of cars parked in the public parking lots, valet lots and of cars in the employee lot which appear to have been abandoned. Monthly report shall be submitted to the Director by the 15th day of the following month.
 - 7. Monthly Frequent Parker and Corporate Parker activity usage reports.
 - 8. General ledgers.
 - 9. Payroll registers, time sheets, and tax returns.
 - 10. Operation, policy, and procedure manuals.
 - 11. Personnel records.
 - 12. Employee lot and garage pass usage reports
 - 13. Any other records in reference to the operation of the parking facilities.
 - 14. Special reports and analysis, which may be required by City for management purposes.

5. OPERATING PROCEDURES. Contractor shall adhere to the highest standards in the performance of its obligations and the rendering of services under this Contract as follows:

- A. Contractor agrees to:
 - 1. Perform custodial services daily in Operating and Parking Premises in accordance with procedures manual.
 - 2. Repair all damage to the Parking Premises, Operating Premises, City property, and the Airport when such damage results from the negligent acts of Contractor or Contractor's employees or agents.
 - 3. Confine all handling and holding of Contractor's property to the Parking Lot Operations Building.
 - 4. Store nothing on the exterior areas of the Operating Premises or the Airport without permission from Director.
 - 5. Erect no signs on the exterior of the Operating Premises or the Airport without approval from the Director of Aviation or his/her designee.
 - 6. Assist in prosecution of persons defrauding Contractor and City of fees by signing of complaints and appearing in court as necessary.
 - 7. Require the manager or an assistant manager to handle all customer disputes.
 - 8. Provide an initial response to all customer correspondence within 24 hours from receipt of complaint. Any complaints that require an investigation and a response to the customer shall be completed in 72 hours. All complaints, compliments and responses shall be tracked real time through a collaborative on-line tracking system. Parking Operator shall provide a summary to City on a weekly basis.

9. Open an additional exit lane to handle any peak exit period when wait exceeds five minutes. The additional exit lane would generally be required from ten to 20 minutes. This exit lane may be staffed by any of Contractor's qualified personnel.
 10. Require the manager or an assistant manager to approve all lost ticket forms and Insufficient Funds Transactions.
 11. Retain on the Airport, for six months, all cashier shift reports, journal tapes, collected parking lot tickets, maintenance tickets, Daily Master Reports, and daily license plate inventories for review by the Director if required.
 12. Not authorize any employees or guests in personal vehicles to exit without paying fee due from any of the public pay lots on the Airport. Employees may park outside the Parking Lot Operations Building or at such locations designated by the Director when on duty. Contractor's vehicles may exit free if identified externally on both sides with "Airport Parking" and Contractor's name in a minimum of four (4) inch high letters.
 13. Make up all cashier shortages. Cashier overages may not be used to offset cashier shortages.
 14. Conduct a secondary audit of the parking operations at least once in each four months. The secondary audit is to be conducted by either regional audit personnel or audit personnel from Contractor's headquarters. The purpose of the audit is to confirm that personnel based at the Airport are following Contractor's policies and procedures. It also is to detect whether any of the Airport based employees are committing any fraudulent behavior.
 15. Provide follow-up procedures for collections of outstanding delinquent parking accounts both for Airport tenants and for patron insufficient funds transactions.
 16. Notify City of any casualties or threat of casualties.
 17. Not permit any foreclosure of lien on the premises as a result of work or services performed by Contractor or pursuant to Contractor's authorization.
 18. At the end of the Term or upon termination to peacefully leave the premises, and cooperate in the transition to a new Contractor. All revenue control equipment keys, operating manuals, and maintenance manuals are to be returned to City.
 19. Provide snow and ice removal in designated areas displayed in **Exhibit C, Map – Parking Snow Removal Areas**. (Including Terminal Garage, Surface lot, Economy lot, PAE and Terminal Valet)
 20. Develop an Advertising and Marketing program.
- B. Contractor shall preform daily cleaning of the Custodial Services Areas displayed in **Exhibit D, Map – Custodial Services Areas** and comply with and maintain a Garage Cleaning, Maintenance Standards and Procedures, which shall be subject to the approval of the Director, and shall address at a minimum the following areas:
1. Parking Floor Areas – Entrance and Exit Ramps
 2. Stairwells
 3. Elevators and Pedestrian Lobbies
 4. Cashier Booths
 5. Office Space, Breakrooms and restrooms
 6. Parking Equipment
 7. Bus Shelters
 8. Daily, weekly, monthly, quarterly schedules of all areas listed.
- C. Contractor shall issue a prox card to activate the entrance gates to the Employee lot to people so authorized. Electronic records of all users will be provided to the Director monthly. Records will be sorted by company and include card number and last date used.
- D. Contractor shall provide and maintain an Operations and Procedures Manual, establishing Standard Operating Procedures (SOP) within 45 days after Notice To Proceed (NTP), which shall be subject to the approval of the Director and shall be kept current by Contractor throughout the contract term. The information in the Operations and Procedures Manual shall be reviewed by the Contractor and City at least annually and updated as mutually agreed. The Operations and Procedures Manual will include operating procedures and employee instructions that provide basic guidance on policies, practices and procedures covering all aspects of the parking management and operations, including, but not limited to:
1. Annual Customer Service training, including handling of complaints.
 2. Employee training, recurrent training, conduct, attire and evaluation.

3. Office and accounting procedures.
 4. Job descriptions for each position classification.
 5. Parking fee collection procedures, including handling of refusal to pay, insufficient fund transactions, checks, credit cards, billings, lost tickets, no charge tickets, and non-revenue tickets, exception transactions procedure and process (i.e. lost ticket, unreadable ticket, system failure, etc.), Frequent Parker and Corporate Parker Program transactions, reservations.
 6. Special vehicle handling such as abandoned, stolen, improperly parked, oversized, and tow procedures. Provide a detailed plan on how Contractor will handle tracking and monitoring abandoned vehicles.
 7. Valet operations procedures.
 8. Employee Lot monthly permit processing.
 9. VIP Garage parking permit processing.
 10. Safeguarding and deposit of collected fees.
 11. License plate inventory procedures including methods of tracking and collecting proper fees from long term users.
 12. Reporting of parking lot conditions affecting the operation of parking services and damage to property to airport manager representatives.
 13. Employment training for all employees prior to duty, including Federal Title VI regulations.
 14. Pre-employment screening and background checks.
 15. Custodial Services; including daily, weekly, monthly and quarterly schedules.
 16. Contingency plans for system and utility failures.
 17. Snow and Ice Removal.
 18. Special Events.
- E. Contractor shall select and appoint experienced and qualified staff. The Director shall maintain final hiring authority of Contractor's manager.
- F. Contractor shall be responsible to provide and comply with a Maintenance and Service Agreement for the maintenance and service of the parking access revenue control system (TIBA Parking System), airport parking guidance system (Park Assist), valet management system (TEZ) and all associated equipment. Contractor will provide any and all additional or supplemental maintenance that is not covered in Contractor's maintenance and service agreement with TIBA Parking System and Parking Assist, TEZ or an approved equivalent. Contractor will provide all necessary maintenance and service for the parking access and revenue control system and parking guidance system and all associated equipment and the costs of same, including any third-party maintenance agreement, shall be deemed reimbursable Operating Expense.
1. Contractor shall not change any operational configuration of the parking access and revenue control systems or airport parking guidance system without written approval from the Director.
 2. Contractor shall allow only trained and experienced personnel, as approved by Director, authorized entry into the access and revenue control equipment
 3. Contractor shall maintain all the parking lot entrance and exit equipment in first-class operating condition and appearance, capable of supporting the accurate calculation and collection of parking fees due. Such maintenance for all access and revenue control equipment including credit card terminals, intercom system for parking lot entrances/exits shall include, without limitation, repairing, replacing, troubleshooting, upgrading, programming, cleaning, and painting. Any damage caused by customers or airport employees shall be repaired by Contractor, at City's expense. Contractor shall bill responsible parties for such damage. Any damage to equipment caused by Contractor will be repaired at Contractor's expense.
- G. Contractor shall be responsible for the maintenance, repair and good operating condition of all parking lot entrance and exit equipment, including the TIBA Parking System, Park Assist Guidance System, electronic parking information signs and all related equipment and software associated with the parking access revenue control system and guidance system.
- H. Contractor shall provide for the maintenance of all revenue and access control equipment, guidance system, including all personnel, equipment/furnishings, contractual services and supplies as follows:
1. Contractor shall install information signs and rate signs at the entry/exits, and within the Parking Premises, program and maintain electronic changeable message signs in the Parking Premises, and re-lamp exit booths when necessary.

2. Contractor shall establish and maintain a maintenance log and preventative maintenance program on all equipment acceptable to the Director. The maintenance log shall be submitted weekly for City's review.
3. Contractor shall respond within 15 minutes to any malfunction of equipment between the hours of 5:00 a.m. and 10:00 p.m., seven days a week. During off hours, Contractor shall respond within two hours. No entry/exit shall be closed longer than four hours without authorization from the Director.
4. Contractor shall program, activate, and delete access control cards on a daily basis.
5. Contractor shall be responsible for the maintenance and repair of the Mexico City Avenue employee parking lot access control system, the entrance and exit gates and all equipment and software associated with the access system.
6. Contractor shall load ticket paper in the ticket issuing devices located at each parking lot entrance gate. Contractor shall perform daily time checks, ticket pull and equipment checks and make necessary adjustments and repairs a minimum of twice per day (5:00 a.m. and 8:00 p.m.) and as needed. Contractor shall order, receive, and maintain inventory of all electronic and mechanical parts to maintain equipment.
7. Contractor shall capture and rope off parking areas for maintenance, which will include relocating vehicles with jacks, if necessary.
8. Contractor shall provide the equipment and services required for the successful accomplishment of the obligations of Contractor under this Contract and the cost of such equipment and services shall be deemed reimbursable Operating Expenses. Said equipment and services shall include, but not be limited to, the following:
 - a. All the necessary tools, test equipment, machinery, and motor equipment for maintaining, servicing, repairing, and installing access and revenue control equipment and parking guidance equipment.
 - b. Spares and replacement parts for access and revenue control system and parking guidance system.
9. Contractor shall tow vehicles when necessary, and as approved by the Director, to ensure adequate traffic flow on the Parking Premises and for all other causes requiring the relocation and/or removal of vehicles. The cost of towing services shall be a reimbursed Operating Expense.
10. Contractor shall provide a Roving Patrol or customer service parking attendants 24 hours a day, seven days a week in the Terminal Garage, Surface Lot and Economy lot. A minimum of two (2) Roving Patrols shall be on duty during peak hours. These customer service parking attendants shall continuously rove throughout the parking premises providing assistance wherever needed. Distinctive uniforms and specially marked vehicles shall be used in providing this service. Services to be provided, but not limited to, shall include:
 - a. Provide information concerning parking premises, directions, rates, handicapped parking and other customers' inquiries.
 - b. Provide assistance to customers who cannot locate their cars, including transporting customers through the premises for a visual search.
 - c. Provide minor assistance such as jump-starts, flat tire inflation and up to two gallons of gasoline.
 - d. Monitor all parking facilities and open/close as necessary when lots fill.
- I. Contractor shall provide snow and ice removal in the Terminal Garage, Surface Lot, the Economy Parking Lots and its roadway systems, and the Off-Airport Valet Parking Premises. This will include all labor, equipment, fuel and materials required for complete snow removal operations for the areas described in **Exhibit C, Map – Snow Removal Areas**, attached hereto. Contractor shall provide City with a detailed accounting of how many pieces of snow removal equipment, how many man-hours and how much material was used for each snow and ice event.
 1. Contractor shall maintain a Snow Removal Plan establishing operating procedures with employee and subcontractor instructions which shall address the removal of ice, snow and related accumulation at a minimum the following areas:
 - a. Entrances and exits to each Parking Facility

- b. The traffic lanes and parking spaces within each Parking Facility
 - c. The roof-top portion of the Parking Garage
 - d. Pedestrian walkways accessing or connected to each Parking Facility
 - e. Bus Shelters
- 2. The Contractor shall utilize the City owned Trecon CT-15-LP snowmelter for snow melting on the roof level of the garage. **Exhibit E – CT-15-LP Snowmelter**
 - 3. During the Term of this Contract, the City may negotiate with Contractor to provide additional snow removal services at other facilities or locations.
 - 4. Contractor shall maintain a complete log of all snow and ice removal activities, including arrival and departure times of all subcontractors.
- J. Contractor's General Manager shall meet monthly with appropriate Airport representatives to discuss any issues relevant to Contractor's performance. Contractor shall be available for other meetings as needed. Contractor shall be responsible for notifying Airport of any problem that reduces service levels, Gross Receipts or in any way impairs Contractor's operations. Airport will make every reasonable effort to assist in eliminating such problems.
 - L. Subject to the City's written approval, Contractor shall develop and implement a strategic marketing program, including advertising campaigns, to develop customer loyalty and increase public parking patronage and revenue. The Annual Operating Budget will be amended to include all approved Operating Expense attributable to the strategic marketing program. The marketing program shall include but not be limited to: Frequent Parker Programs, Coupons, Reservations, Corporate Accounts and Travel Agency Accounts.
 - M. Contractor agrees that no signs or advertising displays shall be placed on, painted on or erected in any manner upon the facilities without prior written approval of the Director and that such signs shall conform to the standards established by the Director with respect to wording, type, size, design, color and location.
 - N. Contractor shall provide assistance to the Airport in the planning process for facility expansions, facility replacement projects, and changes in services within its reasonable ability and expertise as a parking management firm. This may include, but not limited to, revenue forecasting, dynamic pricing, operational plans for new facilities and services, potential changes in technology applications related to parking, as well as marketing efforts related to any existing operations for which the Contractor is responsible. Contractor shall provide assistance for any Special Event pertaining to the City.

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT B – COMPENSATION SCHEDULE

ATTACHMENT B

COMPENSATION SCHEDULE

The maximum amount that City will pay Contractor under this Contract is:

For On-Airport Operations:

Contract Year	Operational Budget	Management Fee	Totals
Year 1 (8/1/2025 – 4/30/2026)	\$7,210,660	\$616,974	\$7,827,634
Year 2 (5/1/2026 – 4/30/2027)	\$8,998,163	\$762,580	\$9,760,743
Year 3 (5/1/2027 – 4/30/2028)	\$9,357,327	\$785,457	\$10,142,784
Year 4 (5/1/2028 – 4/30/2029)	\$9,730,835	\$809,021	\$10,539,856
Year 5 (5/1/2029 – 4/30/2030)	<u>\$10,119,259</u>	<u>\$833,292</u>	<u>\$10,952,551</u>
	\$45,416,245	\$3,807,324	\$49,223,569
Year 6 Option (5/1/2030 – 4/30/2031)	\$10,523,696	\$863,290	\$11,386,986
Year 7 Option (5/1/2031 – 4/30/2032)	<u>\$10,943,266</u>	<u>\$884,039</u>	<u>\$11,827,305</u>
	\$66,883,207	\$5,554,653	\$72,437,860

The expenditure of funds for the second, third, fourth and fifth year of the Initial Term and the option years are subject to appropriation of funds.

For Off-Airport Operations:

Contract Year:	Operational Budget	Management Fee	Totals
Year 1 (8/1/2025 – 4/30/2026)	\$3,201,373	\$240,626	\$3,441,999
Year 2 (5/1/2026 – 4/30/2027)	\$3,995,024	\$297,414	\$4,292,438
Year 3 (5/1/2027 – 4/30/2028)	\$4,154,528	\$306,336	\$4,460,864
Year 4 (5/1/2028 – 4/30/2029)	\$4,320,402	\$315,526	\$4,635,928
Year 5 (5/1/2029 – 4/30/2030)	<u>\$4,492,903</u>	<u>\$324,992</u>	<u>\$4,817,895</u>
	\$20,164,230	\$1,484,894	\$21,649,124
Year 6 Option (5/1/2030 – 4/30/2031)	\$4,672,294	\$334,742	\$5,007,036
Year 7 Option (5/1/2031 – 5/30/2032)	<u>\$4,858,851</u>	<u>\$344,784</u>	<u>\$5,203,635</u>
	\$29,695,376	\$2,164,420	\$31,859,796

The expenditure of funds for the second, third, fourth and fifth year of the Initial Term and the option years are subject to appropriation of funds.

The Total for each Contract Year is the sum of the Annual Budget and Management Fee. The Annual Budget is increased four percent (4%) for each subsequent Contract Year.

In addition to the foregoing compensation, Contractor shall be eligible for compensation in accordance with the **“Incentive Plan”** which is attached hereto and made a part hereof as **Exhibit K**.

- A. Contractor will bill the City, in a form acceptable to the City, monthly, for its compensation and reimbursable Operating Expenses.
- B. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with all, and not in breach or default of any, material terms, covenants or conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined. Any such withholding shall be based on a good faith estimate by the City of its damages arising out of the alleged breach or default.
- C. Contractor warrants, represents and agrees that it shall pay all costs and expenses connected to its operations under the Contract when due. On or before the 15th of each month, Contractor shall submit an itemized statement of all approved expenses incurred and paid in the preceding month. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract. Such statement shall be accompanied by such proof of disbursements as City may request from time to time. City shall reimburse Contractor for authorized expenditures within a reasonable period of time, which time period shall not exceed forty-five (45) days from the date of Contractor’s monthly statement. Should the City question any expense submitted by Contractor, the Director shall request in writing that Contractor justify the questioned expense. The Director’s decision to reimburse any expense item submitted by Contractor shall be based on the Contract terms and shall be deemed final.
- D. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.
- E. No request for payment will be processed unless a statement of monies earned by MBE/WBE subcontractors and the cumulative percentage earned by MBE/WBE subcontractors versus the project participation goal accompanies the request.
- F. ANNUAL OPERATING BUDGET. At least 90 days prior to the start of each Contract Year, Contractor shall submit to the Director the “Annual Operating Budget”, a budget of Reimbursable Operating Expenses to be charged to City for the ensuing Contract Year. The Director shall use that 90-day period to examine the Annual Operating Budget and meet with Contractor as necessary to make any adjustments to the Annual Operating Budget. Only the Director has the authority to change the Annual Operating Budget, all changes must be in writing and the Director’s decision is final. The Director shall issue written approval of the Annual Operating Budget prior to the start of the new Contract Year. The Annual Operating Budget shall include only Reimbursable Operating Expenses and it will be a line item budget with separate amounts budgeted for each category of expense. Transfers between line items are not allowed without written approval of the Director, which will not be unreasonable withheld. If Contractor exceeds the approved amount for any line item without written approval from the Director, Contractor shall pay the excess amount. Along with the Annual Operating Budget, Contractor shall submit a separate budget of any anticipated Reimbursable Capital Expenditures for the ensuing contract year. The budget for anticipated Reimbursable Capital Expenditures shall only be used for planning purposes and each item identified in that budget will require specific written approval by the Director.
- G. AUTHORIZATION FOR THE EXPENDITURE OF FUNDS. For the purpose of this Contract, purchases of non-consumable material or equipment that exceeds five hundred dollars (\$500) shall require prior written approval from the Director. Contractor shall maintain all Letters of Approval for such expenditures on file, in date approved and shall make such available to City upon request.

- H. UNBUDGETED EXPENSES. The approved Annual Operating Budget may be revised by the Director from time to time to permit the inclusion of unforeseen expenses as approved Reimbursable Operating Expenses. Contractor shall comply with the Director's request for any such revision to the Annual Operating Budget within 10 days of written notice or as otherwise directed by the Director.
- I. MANAGEMENT FEE. City, subject to the terms, covenants and conditions of the Contract, shall pay Contractor a monthly "Management Fee" in the amounts set forth on the first page of this **Attachment B**. The fee will be paid monthly. The monthly invoice shall include one-twelfth (1/12) the annual Management Fee. With respect to any contract year for which an Incentive Fee (defined in **Exhibit I** hereto) has been earned, the Incentive Fee shall be paid by the City within 45 days of the date of Contractor's statement for same.
- J. REIMBURSABLE OPERATING EXPENSES. A cost is a "Reimbursable Operating Expense" under the Contract if it is: (1) actually incurred by Contractor; (2) necessary for the performance of Contractor's duties under the Contract; (3) reasonable under the circumstances; (4) not expressly excluded from reimbursement under the Contract; and (5) no greater than the amounts stated for the applicable category of costs in the approved Annual Operating Budget or, if in excess of that amount, approved in writing by the Director before the cost is incurred.
- K. NON-REIMBURSABLE OPERATING EXPENSES. "Non-Reimbursable Operating Expenses" are costs related to the following and are not reimbursable under the Contract:
1. Off-site operations or off-site personnel, including but not limited to wages and benefits of those personnel;
 2. **Travel, lodging and meals expenses, except those arising from travel required by the Director;**
 3. Legal representation;
 4. Bonuses;
 5. Premiums for any bonds or insurance, including but not limited to workers' compensation and those required by the Contract;
 6. Insurance deductibles;
 7. Uninsured losses;
 8. Long distance telephone charges, excluding calls necessary as a direct result of direction given by the Director, and excluding calls to the Contractor's Airport employees.
 9. Employee relocation costs;
 10. Charitable and political contributions;
 11. Employee social functions;
 12. Penalties and fines paid or owed by Contractor or Contractor's employees, agents, subcontractors or invitees, including but not limited to any amounts due because of lost Airport identification badges;
 13. Damages owed to City;
 14. Late payment charges owed to a vendor;
 15. Late payment charges owed to City;
 16. Invoice over 90 days
 17. Repair of damage to City or other property caused by Contractor's employees, agents, subcontractors or invitees, or for which Contractor is responsible under this Contract;
 18. Interest on money borrowed or other financing costs;
 19. Taxes;
 20. Profit;
 21. Overhead;
 22. General administrative costs;
 23. Internal audits.
 24. License Fees to operate a business in Kansas City, Missouri.
- L. **REIMBURSABLE CAPITAL EXPENSES.** **IN ADDITION TO THE REIMBURSABLE OPERATING EXPENSES AS DEFINED ABOVE, CITY MAY AUTHORIZE CONTRACTOR TO INCUR CERTAIN COSTS FOR CAPITAL ITEMS SUCH AS, BUT NOT LIMITED TO, THE ACQUISITION OF A NEW**

PARKING REVENUE CONTROL SYSTEM (PCRS), PURCHASE OF VEHICLES AND PURCHASE OF AN ACCESS CONTROL SYSTEM FOR THE EMPLOYEE LOT.

- M. If an audit reveals unreported Gross Receipts by Contractor to City, Contractor upon written notice from City must pay such additional sums and lost interest income at a rate equivalent to the average T-Bill rate for the 12-month period applicable to the unreported revenues. Any adjustments and/or payments that must be made as a result of any such audit of Contractor's records will be made within 30 days from presentation of City's findings to Contract.
- N. CONTRACTOR DUTY TO NOTIFY. Contractor shall notify City within ten (10) days after Contractor has spent 75% of the maximum Contract amount for any specific line item of the approved Annual Budget.
- O. **COMPENSATION PENALTIES.** City shall have the right to deduct from the total monthly fees due Contractor for any and all compensation penalties as outlined below:
1. Contractor shall be assessed a penalty of \$300.00 per occurrence if additional exit lanes are not opened if wait time exceeds five minutes.
 2. EMPLOYEES NOT WEARING ANY PART OF THE PRESCRIBED UNIFORM WHILE ON DUTY WILL BE CONSIDERED IN NON-COMPLIANCE AND NO PAYMENT WILL BE MADE FOR THOSE HOURS WORKED WHILE EMPLOYEE WAS NOT IN THE PRESCRIBED UNIFORM.
 3. CONTRACTOR SHALL BE ASSESSED A PENALTY OF \$500.00 FOR EACH DAY THE LICENSE PLATE INVENTORY IS NOT UPDATED, COMPLETE AND AVAILABLE.
 4. CONTRACTOR SHALL BE ASSESSED A PENALTY OF \$200.00 FOR EACH DAY'S DEPOSIT NOT MADE WITHIN THE SPECIFIED TIME.
 5. If Contractor fails to re-open entry/exit within the prescribed time, City, at its sole discretion, may rectify the situation and deduct the cost, at a rate of \$100.00 per hour.
 6. If City, in its sole discretion, determines that the areas as defined within **Exhibit D, Map – Custodial Services Area** as specified within **Exhibit F, Garage Cleaning, Maintenance Standards and Procedures** are not clean, Contractor shall immediately correct the situation to City's satisfaction. If Contractor fails to do so, City, at its sole discretion, may rectify the situation and deduct the cost at a rate of \$200.00 per hour.
 7. If City, in its sole discretion, determines that the areas as defined within **Exhibit C, Map – Snow Removal Areas** as specified within **Exhibit H, Snow Plowing Duties** are not acceptable, Contractor shall immediately correct the situation to City's satisfaction. If Contractor fails to do so, City, at its sole discretion, may rectify the situation and deduct the cost at a rate of \$500.00 per hour.
 8. Unaccounted Ticket Penalty. At the end of each month, the number of tickets issued, the inventory of vehicles parked in the Parking Premises at or about 12:01 a.m. on the first day of the month, the inventory of vehicles parked in the Parking Premises at or about 12:00 p.m. of the last day of the month, and the number of tickets collected during the month, shall be used to determine the number of unpaid or unaccounted tickets. Both parties shall jointly determine the number of unaccounted tickets, and a penalty, as listed in the following scale, per ticket shall be assessed.

Percent of Total Monthly Tickets Issued	Penalty
0.0% – 0.20%	\$0.00 per Ticket
Greater than 0.20% up to 0.50%	\$15.00 per Ticket
Greater than 0.50%	\$30.00 per Ticket

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT C – RESPONSIBILITIES OF CITY

- A. City shall be responsible for the structural maintenance of the Parking Lot Operations Building and Parking Premises.
- B. City shall be responsible for all electric, gas and water/sewer utility services required in and on the Parking Premises and the Parking Lot Operations Building.
- C. City shall have the right to assume operation of the parking facilities in the event of an emergency such as a labor strike. City shall have the absolute right to take over the operation of the facilities, or any portion thereof, in the event that any portion of the facilities should remain closed or the service materially interrupted for a period of 24 hours by reason of Contractor being unwilling or unable to keep the entire Parking Premises open as required under the Agreement. During any period that the City has to take over operation of the facilities, the Management Fee to Contractor shall be reduced proportionally.
- D. City will provide and/or pay for the following:
 - 1. All revenue control equipment.
 - 2. All other capital equipment that, in the opinion of the Director, is necessary for the operation of the Parking Premises.
 - 3. The Director may request Contractor to purchase or lease the above-described equipment.

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT D – SMALL BUSINESS & ACDBE 1 AFFIDAVIT OF INTENDED UTILIZATION

(This form must be submitted with your Proposal)

Aviation Department Parking Services - Contract 6223060088
(Department Project)

SP Plus LLC
(Bidder/Offeror)

STATE OF Ohio)
COUNTY OF Cuyahoga)ss

I, Jason Finch, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the small business and ACDBE submittal requirements in the bid/proposal specifications on the above project and is given on behalf of the Bidder/Offeror listed below.
2. Bidder/Offeror assures that it intends to utilize the following small business and ACDBE participation in the above project if awarded the Contract:

SMALL BUSINESS PARTICIPATION:	<u>32.1</u>	%
AMOUNT OF SMALL BUSINESS PARTICIPATION LISTED ABOVE ATTRIBUTED TO ACDBE:	<u>32.1</u>	% ACDBE

3. Bidder/Offeror understands that the commitment made above will be associated with the agreement and made a part thereof. Bidder/Offeror will apply good faith effort to meet or exceed the commitment associated with this bid.
4. To the best of Bidder's/Offeror's knowledge, the names of small businesses and/or certified DBE/ACDBEs with whom Bidder/Offeror, and/or Bidder's/Offeror's subcontractors, were contacted on the above project are listed on the attached ACTIVE PARTICIPANT LIST Form D-1.
5. Bidder/Offeror agrees that failure to meet or exceed the small business goals or does not submit a plan to attract enough small businesses to meet or exceed the goal for the above project will automatically render this bid/proposal non-responsive. Bidder/Offeror plan must be acceptable to the City, in the sole discretion of the City.
6. I am authorized to make this Affidavit on behalf of the Bidder/Offeror named below as:

President - West Airports of SP Plus LLC
(Title) (Name of Bidder/Offeror)

Dated: February 10, 2025 By: Jason Finch
(Affiant)

Subscribed and sworn to me before this 10 day of February, 20 25

My Commission Expires: January 7, 2029

Notary Public



MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT D – SMALL BUSINESS & ACDBE 2 ASSURANCE AND PARTICIPATION

(This form must be submitted with your Proposal)

Select one of the responses below. Failure to fully complete and submit this Form with Proposer's Response may be grounds for rejection of the Response.

A. ☒ YES - RESPONDENT ASSURES PRESCRIBED SMALL BUSINESS GOAL

The Respondent assures that it will meet the small business goal requirements stated in this Solicitation and will directly own or sublease, joint venture, partner or otherwise contract with the small businesses in an amount equal to at least twenty percent (20%) of total annual fees generated under the awarded Contract. The Respondent is required to submit prior to commencement a fully executed Response Form SMALL BUSINESS & ACDBE.3, Letter of Intent, for each small business that is to participate in this awarded Contract. The actual small business contractual commitment will be the total amount of participation shown on the validated Letter(s) of Intent submitted by the Respondent.

OR

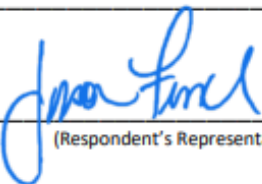
B. ☐ NO - RESPONDENT DOES NOT ASSURE PRESCRIBED SMALL BUSINESS GOAL

The Respondent is unable to assure small business participation of the prescribed goal of at least **twenty percent (20%)** of the total annual fees generated under the awarded Contract, but will directly own or sublease, joint venture, partner or otherwise contract with the small businesses in an amount equal to at least _____ percent (____%) of the total annual fees generated under the awarded Contract. The Respondent is required to submit with its Response a fully executed Response Form Small Business & ACDBE.3, Letter of Intent for each small business that will participate in the awarded Contract. If this Item B is selected, the Respondent must also submit with its Response a completed Response Form Small Business .5, Good Faith Effort Worksheet, documenting Respondent's good faith efforts to meet the prescribed goal, why they do not believe they can make the goal and what steps they will apply to meet the goal. In determining whether or not the Respondent made sufficient good faith efforts, the City in its sole discretion will determine if the Respondent has applied adequate good faith effort to meet the goal.

Name of Respondent: SP Plus LLC Date: February 10, 2025

Respondent's Representative

Name: Jason Finch Title: President - West Airports



(Respondent's Representative Signature)

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088

ATTACHMENT D – SMALL BUSINESS & ACDBE 3 LETTER OF INTENT

(This form must be submitted prior to commencement)

1. Name of Respondent: SP Plus LLC

Address: 16200 Brookpark Road, 2nd Floor		
City: Cleveland	State: Ohio	Zip Code: 44135
Phone: 786-367-2130	Fax: 216-523-8080	Email: jfinch@spplus.com

2. Name of proposed Small Business firm: ICG, Inc.

Address: PO Box 7609		
City: Shawnee Mission	State: KS	Zip Code: 66207
Phone: 816-527-0011	Fax: 913-894-1338	Email: rasool@icgglobal.com

3. Description of small business' role:

Labor at Park Air Express, facility maintenance (snow and ice removal) and janitorial services.

4. Percentage of Participation: 26.4 % of Respondent's total annual fees.

5. Commitment: The Respondent is committed to utilizing the above-named small business for the role described above.

Name of Respondent: SP Plus LLC Date: February 10, 2025

Respondent's Representative

Name: Jason Finch Title: President - West Airports

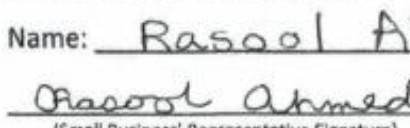
(Respondent's Representative Signature)

6. DBE/ACDBE: Is the small business a DBE? ☒ (Y/N) Is the small business an ACDBE? ☒ (Y/N)

7. Affirmation: The small business named below affirms that it will perform the role stated in Item 3.

Name of small business: ICG, Inc. Date: _____

Small Business' Representative

Name: Rasool Ahmed Title: President - Owner

(Small Business' Representative Signature)

If the Respondent does not receive award of the Contract, any and all representations in this Letter of Intent will be null and void.

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088

ATTACHMENT D – SMALL BUSINESS & ACDBE 3 LETTER OF INTENT

(This form must be submitted prior to commencement)

1. Name of Respondent: SP Plus LLC

Address: 16200 Brookpark Road, 2nd Floor		
City: Cleveland	State: Ohio	Zip Code: 44135
Phone: 786-367-2130	Fax: 216-523-8080	Email: jfinch@spplus.com

2. Name of proposed Small Business firm: Global Parking Systems

Address: 6600 Plaza Dr. Suite 307		
City: New Orleans	State: LA	Zip Code: 70127
Phone: 504-246-1668	Fax: 504-246-6312	Email: rvburns@bmgenterprises.com

3. Description of small business' role:

Terminal valet subcontractor.

4. Percentage of Participation: 5.7 % of Respondent's total annual fees.

5. Commitment: The Respondent is committed to utilizing the above-named small business for the role described above.

Name of Respondent: SP Plus LLC Date: February 10, 2025

Respondent's Representative

Name: Jason Finch Title: President - West Airports


(Respondent's Representative Signature)

6. DBE/ACDBE: Is the small business a DBE? ☒ (Y/N) Is the small business an ACDBE? ☒ (Y/N)

7. Affirmation: The small business named below affirms that it will perform the role stated in Item 3.

Name of small business: Global Parking Systems Date: 2/10/25

Small Business' Representative

Name: Ronald V. Burns Jr. Title: President


(Small Business' Representative Signature)

If the Respondent does not receive award of the Contract, any and all representations in this Letter of Intent will be null and void.

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT D – SMALL BUSINESS & ACDBE 5 SBE GOOD FAITH EFFORT SUBMISSION

(This form is for reference only – not to be submitted)

ICG Inc.

SBE Good Faith Effort Submission Overall SBE Participation and Distribution Form A			
Proposer's SBE participation will be obtained by direct participation (Answer 1-3 below)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Proposer's SBE participation will be obtained through goods and services (Answer 4-9 below)	<input checked="" type="radio"/> Yes <input type="radio"/> No
1) Proposer is a small business evidenced by attached document verifying that Proposer met the criteria for a small business. (Include documentation verifying SBE eligibility in Attachment A.)			%
2) Proposer is a joint venture (JV) with a small business enterprise and the JV's structure is consistent with the FAA ACDBE Joint Venture Guidance. The City reserves the right to review all documentation associated with the JV, prior to recommendation, to determine if the JV meets the requirements as established by this RFP. The proposed small business partner's share is: (Include documentation verifying SBE eligibility in Attachment A.)			%
3) Proposer is entering into a sub-agreement with a small business enterprise for a specific portion of work as outlined in this proposal. The City reserves the right to review all documentation associated with the sub-agreement, prior to recommendation, to determine if the sub-agreement meets the requirements as established by this RFP. The proposed small business partner's share is: (Include documentation verifying SBE eligibility in Attachment A.)			%
<i>The following questions are for Proposer who will meet or exceed the SBE goal through goods and services.</i>			
4) The Proposer will meet SBE goal through goods and services. The total proposed annual budget based on Scope of Services as proposed is:			\$ 10,202,181
5) The amount of the proposed annual budget to be performed by SBE(s) is:			\$ 2,698,200
6) The SBE achievement for this proposal is:			32.1 %
7) The portion of #6 above to be performed by DBEs is:			26.4 %
8) The portion of #6 above to be performed by ACDBEs is: <i>(Note: if SBE is certified as both DBE and ACDBE, only include in the ACDBE count.)</i>			26.4 %
9) Provide an action plan on how Proposer will achieve SBE participation as Attachment B			

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT D – SMALL BUSINESS & ACDBE 5 SBE GOOD FAITH EFFORT SUBMISSION

(This form is for reference only – not to be submitted)

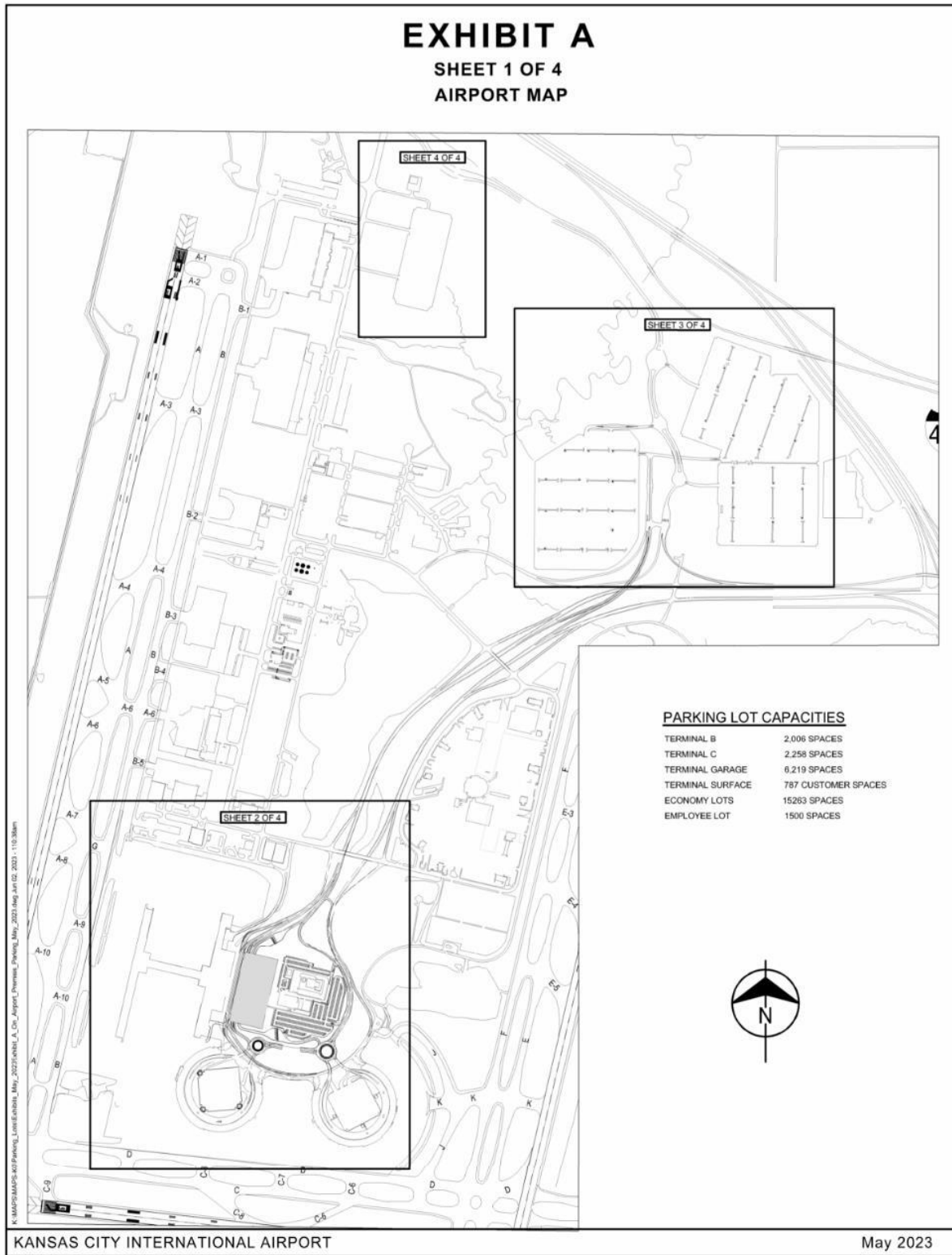
Global Parking Systems

SBE Good Faith Effort Submission Overall SBE Participation and Distribution Form A			
Proposer's SBE participation will be obtained by direct participation (Answer 1-3 below)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Proposer's SBE participation will be obtained through goods and services (Answer 4-9 below)	<input checked="" type="radio"/> Yes <input type="radio"/> No
1) Proposer is a small business evidenced by attached document verifying that Proposer met the criteria for a small business. (Include documentation verifying SBE eligibility in Attachment A.)			%
2) Proposer is a joint venture (JV) with a small business enterprise and the JV's structure is consistent with the FAA ACDBE Joint Venture Guidance. The City reserves the right to review all documentation associated with the JV, prior to recommendation, to determine if the JV meets the requirements as established by this RFP. The proposed small business partner's share is: (Include documentation verifying SBE eligibility in Attachment A.)			%
3) Proposer is entering into a sub-agreement with a small business enterprise for a specific portion of work as outlined in this proposal. The City reserves the right to review all documentation associated with the sub-agreement, prior to recommendation, to determine if the sub-agreement meets the requirements as established by this RFP. The proposed small business partner's share is: (Include documentation verifying SBE eligibility in Attachment A.)			%
The following questions are for Proposer who will meet or exceed the SBE goal through goods and services.			
4) The Proposer will meet SBE goal through goods and services. The total proposed annual budget based on Scope of Services as proposed is:			\$ 10,202,181
5) The amount of the proposed annual budget to be performed by SBE(s) is:			\$ 581,500
6) The SBE achievement for this proposal is:			32.1 %
7) The portion of #6 above to be performed by DBEs is:			5.7 %
8) The portion of #6 above to be performed by ACDBEs is: <i>(Note: if SBE is certified as both DBE and ACDBE, only include in the ACDBE count.)</i>			5.7 %
9) Provide an action plan on how Proposer will achieve SBE participation as Attachment B			

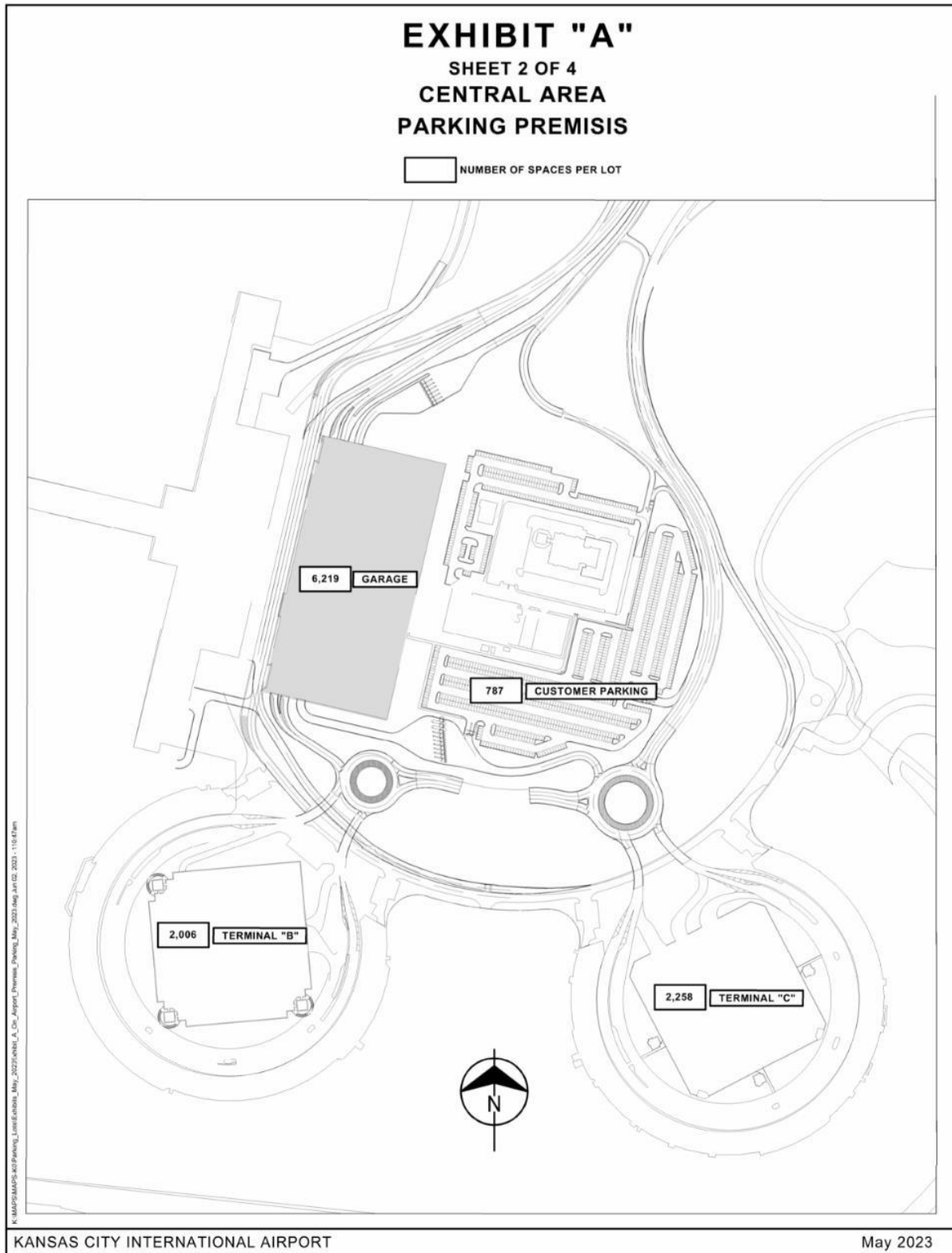
(Must provide names of all small businesses contracted for this proposal)

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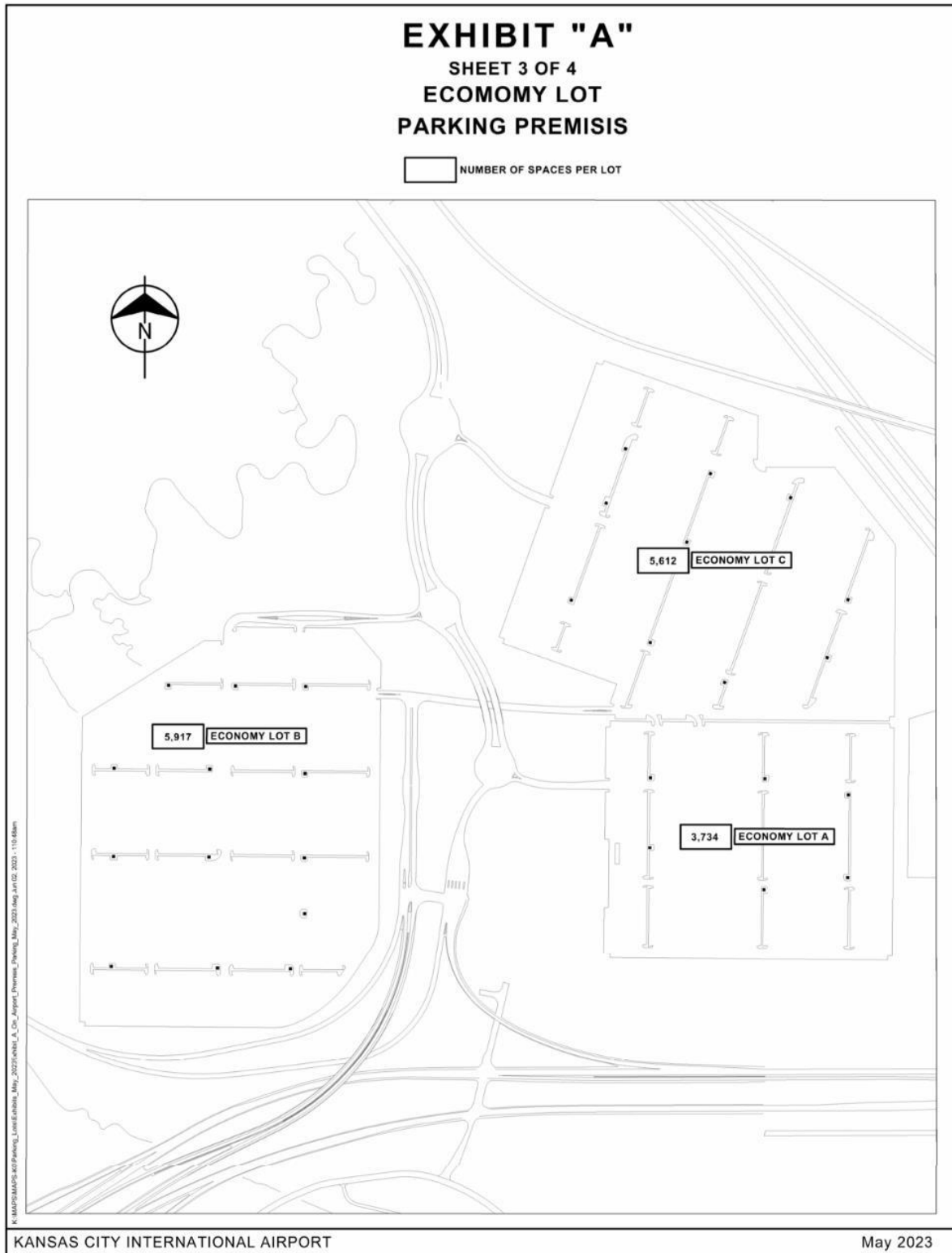
MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT E, EXHIBIT A - MAP OF ON-AIRPORT PARKING PREMISES

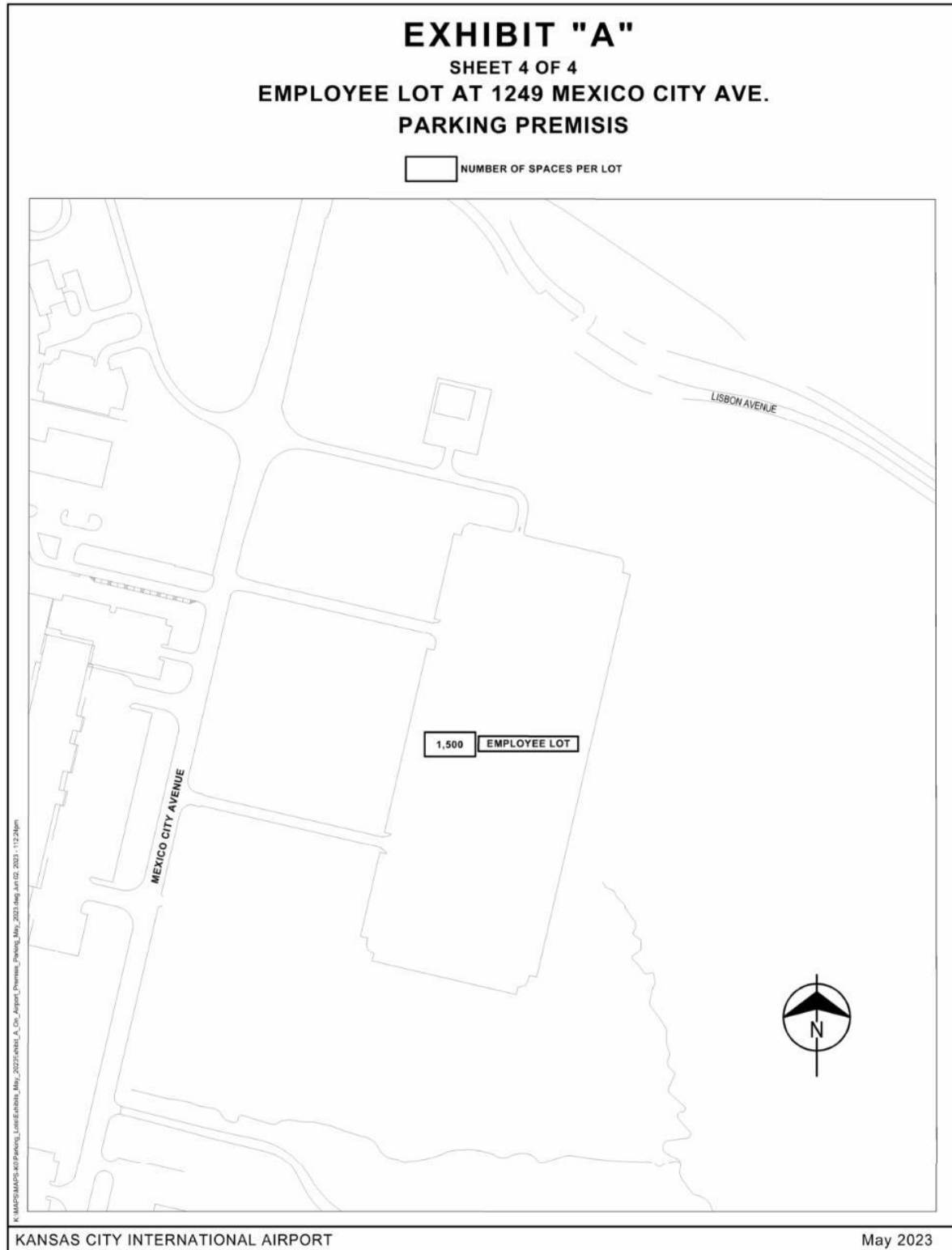


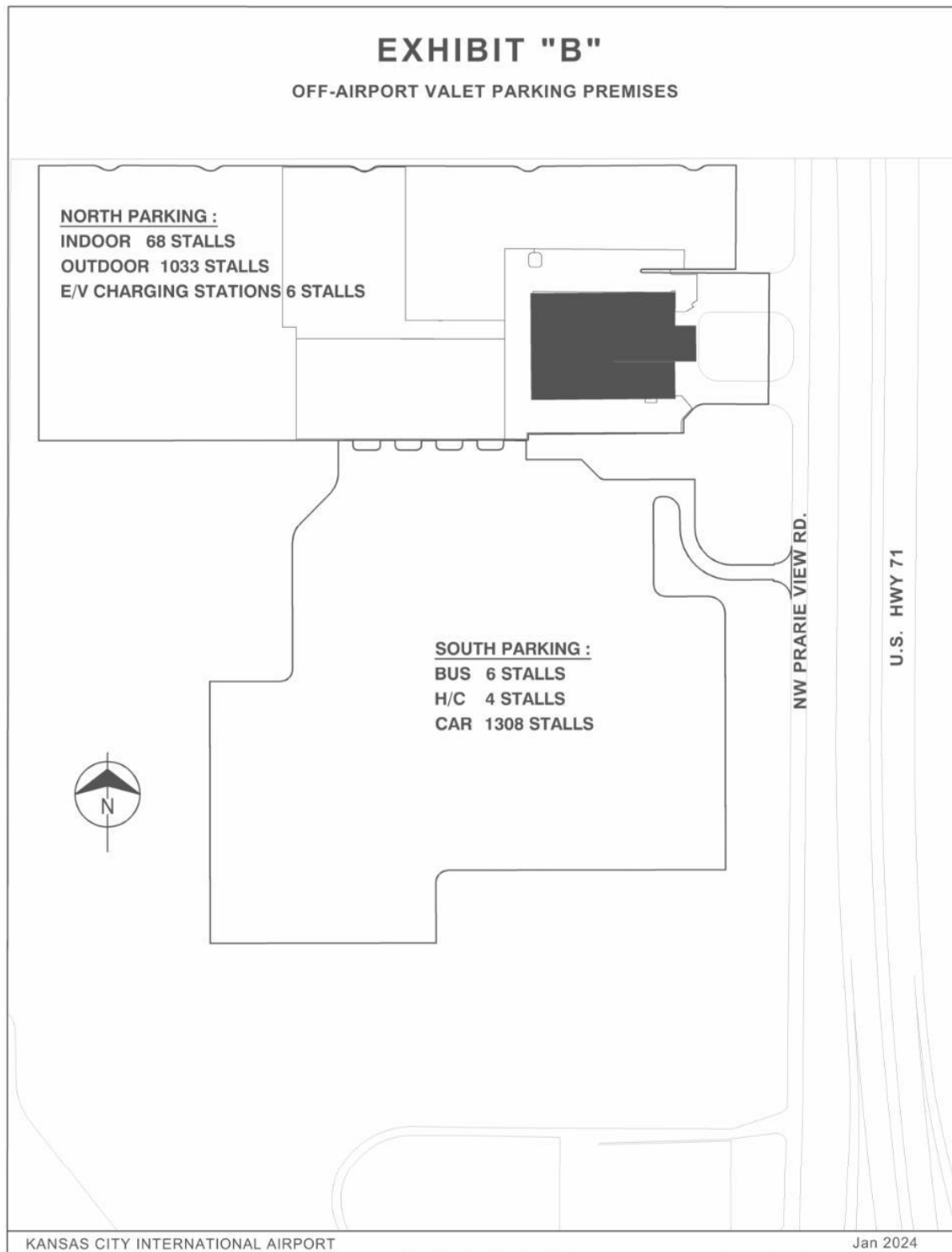
MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT E, EXHIBIT A - MAP OF ON-AIRPORT PARKING PREMISES

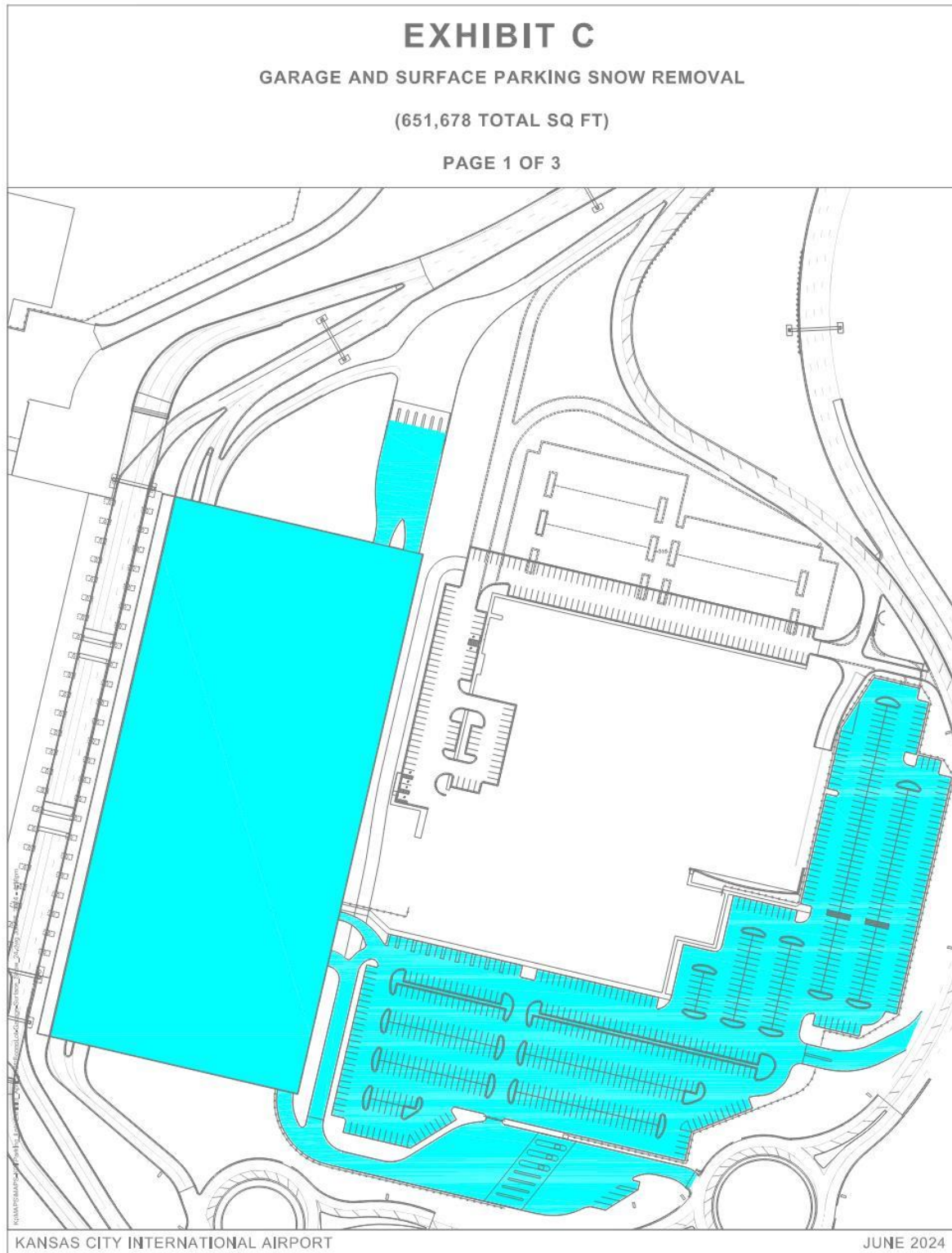


MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT E, EXHIBIT A - MAP OF ON-AIRPORT PARKING PREMISES









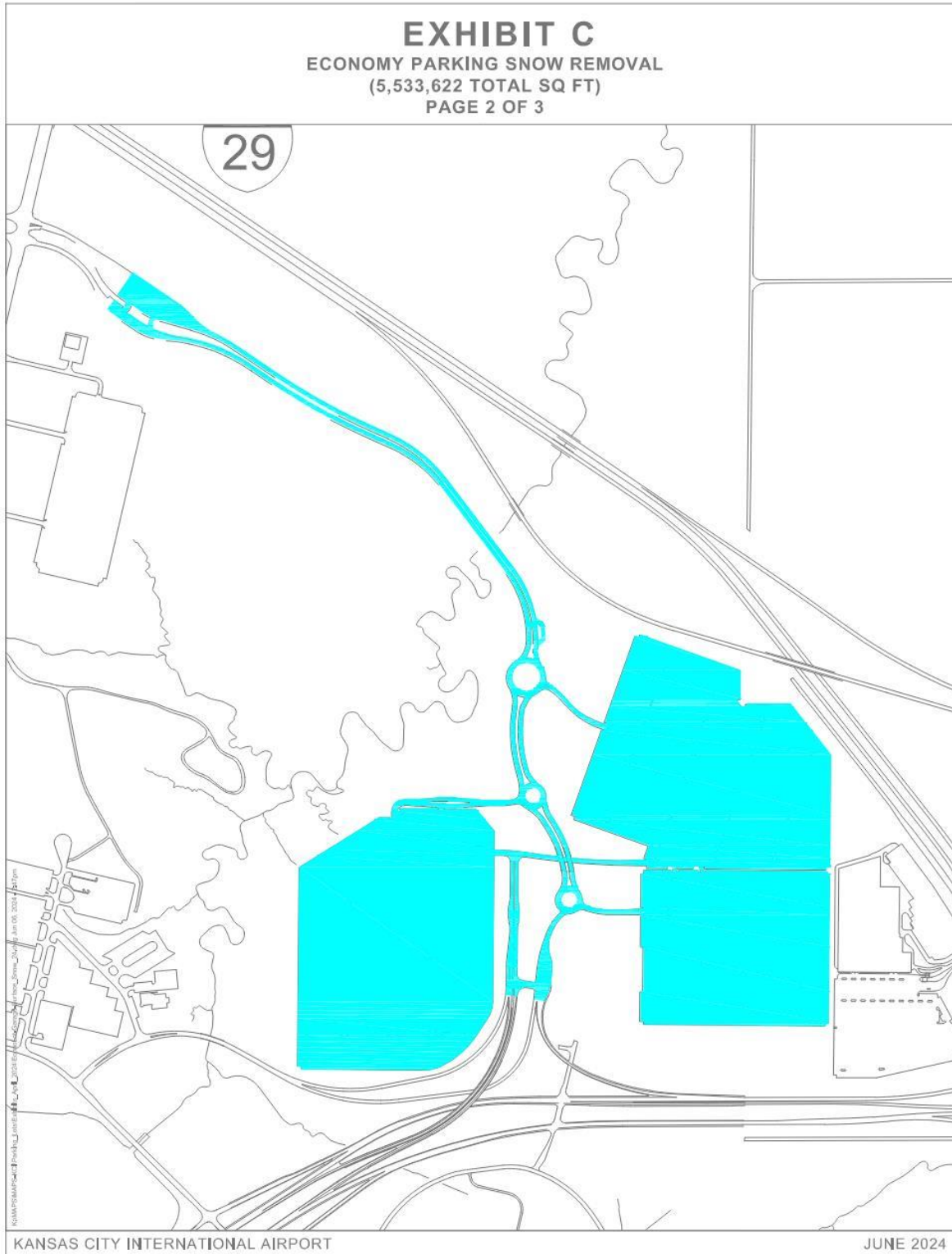


EXHIBIT C
OFF AIRPORT VALET PARKING SNOW REMOVAL
 (792,791 TOTAL SQ FT)
 PAGE 3 OF 3

NW PRARIE VIEW RD.

I-235 HWY 71

KANSAS CITY INTERNATIONAL AIRPORT

JUNE 2024

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT E, EXHIBIT D - MAP OF CUSTODIAL SERVICES AREA



SAVE LOTS!

SAVE UP TO 40% OF YOUR PARKING SNOW REMOVAL
BUDGET BY ELIMINATING THE COST OF TRUCKING WITH THE
TRECAN CT-15 LOW PROFILE SNOWMELTER



CT-15-LP SNOWMELTER

- Melts 15 tons of snow per hour
- Designed specifically for Parking Decks
- Can be towed with a standard 2500 series Truck
- Load with a skid Steer



TreCAN
Snowmelters

ISO 9001:2015 Certified trecan.com

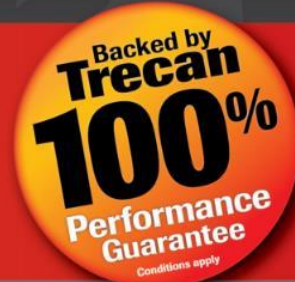
CT-15-LP SNOWMELTER

Trecan CT-15 Low Profile Snowmelter

TRAILER MOUNTED ■ REAR LOADING ■ SNOW START BURNER

Purpose built for the Parking Industry. The CT-15-LP was designed exclusively for Parking Decks located at:

- Shopping Malls
- Secure Government Facilities
- Hospitals
- Airports
- Critical Facilities
- Corporate Buildings



GENERAL:

- Rated Capacity: 15 tons/h (13.6 t/h)
- 37 Yards @ 30 lbs/ft. or 28 Meters @ 480 kg/m Per Hour
- 74 Yards Per Hour @ 15 lbs/ft. or 57 Meters @ 240 kg/m Per Hour
- Water Outflow: 60 US GPM (227 l/m) @38°F (3°C)
- Burner Fuel Consumption: 25 GPH / 93 LPH

DIMENSIONS & WEIGHTS:

- Length: 18'-11" (5.76 m)
- Width: 7'-11" (2.41 m)
- Overall Height (Floor Lights Extended): 6'-8 3/8" (2.04 m)
- Overall Height (Floor Lights Stowed): 6'-2" (1.87m)
- Loading Height: 6'-2" (1.87m)
- Empty Weight: 6,950 lbs (3,152 kg) est.
- Weight with Fuel: 7,650 lbs (3,469 kg) est.
- Weight with Fuel & Water: 9,700 lbs (4,399 kg) est.

BURNER:

- Manufacturer: Trecan Combustion
- Model: 3.4-15-O series
- Fuel: Diesel
- Output: 3.4 MMBtu/h (1.0 MW)
- Snow Start: yes, standard feature

TRAILER:

- Hitch Type: 3" (76.2 mm) I.D. Draw bar
- Number of Axles: 2
- Suspension: Torsion arm
- Brakes: electric, 12 VDC
- Wheel Quantity: 4
- Lighting: marker, I.D., clearance, brake, turn signals (12 VDC)

FUEL TANK:

- Type: Cylindrical, single wall
- Total Volume: 119 US gallons (450 l)

DIESEL ENGINE:

- Manufacturer: Kubota
- Model: D1305
- Power Rating: 24.8hp (18.5kW) at 2,600 RPM
- Cylinders: 3
- Aspiration: natural
- Fuel Consumption: 1.5 USGPH (5.6 l/h) at max rating
- Cooling: liquid cooled
- Electrical System: 12 VDC
- Cold Start Aid: glow plugs
- Emissions Certification: U.S. EPA Non-road Tier 4 Final

MELTING TANK:

- Steel Type: A1011 CS type B
- Steel Thickness: 11 gauge
- Clean-out Door Location: rear wall of melting tank
- Overflow Drain Size: 4" (100 mm)
- Overflow Drain Connection Type: make camlock fitting
- Overflow Drain Extension: capable of having 6-15 ft (2-5 m) flexible hose connected

COMBUSTION AIR BLOWER:

- Drive Type: belt drive, permanently engaged

FUEL OIL PUMP:

- Drive Type: Electric Motor

CONTROL SYSTEM:

- Operator Interface Display: TFT LCD, 320 x 240 pixels, 15 bit color

MISCELLANEOUS:

- Cellular Data Modem
- Immersion Heater

OUR PERFORMANCE GUARANTEE

"Trecan will guarantee the capacity of our Snowmelters based on typical snow not containing any ice entering the Snowmelter at 30 Degrees F."

ISO 9001:2015 CERTIFIED

In 2002 Trecan Combustion became the only Snowmelter manufacturer to obtain the ISO 9001:2000 certification, at the time ISO's most widely known standard. Since then a new ISO 9001:2015 standard has become the international reference for quality assurance requirements in business-to-business dealings all over the world. Trecan Combustion is proudly ISO 9001:2015 certified which ensures that our products or services satisfy the customer's quality requirements.

REMOTE DIAGNOSTICS

All Trecan Portable and Stationary Snowmelters are available with a Remote Communications Package enabling Trecan to monitor operations and conduct diagnostic checks 24/7 on Trecan Snowmelters almost anywhere in the world. This unique capability also allows for remote trouble shooting and Snowmelter software upgrades (if required and when available). We also offer an optional integrated GPS module.

COST SAVINGS

Delays in snow removal can indirectly and directly result in loss of revenue. With airports, shopping malls, and parking lots a delay in snow removal can result in tremendous loss of revenues in addition to the trucking costs. Although costs are of the most importance, speed of removal is equally so.

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT F – GARAGE CLEANING, MAINTENANCE STANDARDS AND PROCEDURES

*This Attachment will be provided within 45 days after Notice To Proceed (NTP),
per section 5. OPERATING PROCEDURES. Section D of this contract.*

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT G – OPERATIONS AND PROCEDURES MANUAL

*This Attachment will be provided within 45 days after Notice To Proceed (NTP),
per section 5. OPERATING PROCEDURES. Section D of this contract.*

SNOW REMOVAL & INCLEMENT WEATHER PLANNING

Upon the forecasting of inclement weather and snowfall, the Senior Manager and Facility Manager shall begin monitoring weather firsthand as well as the reports distributed by MCI's operational team.

Snowfall being forecasted, regardless of the accumulation amount shall result in the review of staffing needs and the condition of equipment. Certain equipment in partnership with the MCI operational team, shall be in place during the winter season. This equipment includes plows being installed on assigned service vehicle, handheld equipment such as shovels and ice melt spreaders, as well as the snow melter located on the top floor of the curbside parking garage.

Staffing shall be reviewed daily by Senior Manager and Facility Managers of both on airport and off airport operations. Reporting out of all plans shall be communicated to the MCI Operational Team, direct client contacts, and SP+ Regional Manager.

SP Plus provides for the prompt removal of snow and ice from the parking facilities through selection and oversight of qualified subcontractors (currently ICG), augmented by effective use of personnel and equipment.

During moderate and heavy snowfall events, SP Plus utilizes subcontractors in tandem with in-house personnel. All snow removal subcontractors are required to carry comprehensive general liability insurance, comprehensive automobile liability insurance and personal injury liability insurance each in the amount of \$1,000,000 per occurrence. SP Plus and the City of Kansas City are named as additional insured.

SP Plus personnel are "on call" to assist when conditions warrant. During light snow or ice accumulation, SP Plus personnel plow, shovel and/or apply chemical agents where necessary. Regardless of the amount of accumulation, SP Plus will have the necessary equipment, materials and manpower necessary to remove snow and ice and keep the parking operation in efficient operating condition.

SP Plus is also responsible for shoveling all bus shelters and assisting customers in need when excessive snow or ice accumulates behind and around vehicles in the surface lots. These services are also provided through a sub-contract with ICG, who has established an excellent track record of providing prompt and courteous service to the traveling public over the past several years during severe winter storms.

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT H – SNOW PLOWING DUTIES

Staffing & Accommodations

Once the determination has been made that snow will result in accumulation, hotel accommodations shall be made available to management and frontline staff to prevent absenteeism and callouts.

With the accumulation of snow, a schedule shall be drafted for 24 hour coverage of snow patrol employees and management staff. The on airport Facility Manager and overnight Operations Facility Manager shall split coverage with the MCI Senior Manager acting as backup to operational coverage while they maintain oversight of operation.

Snow Patrol staffing shall include cross trained employees from both Rover and LPI employees. The snow patrol team shall be responsible for the removal snow from lots, shuttle stops, and appropriate areas that SP+ is responsible for throughout the on airport and off airport locations.

Snow Melter/Garage Snow Removal

The utilization of the snow melter located on the top floor of the MCI Parking Garage shall only be utilized by fully trained management and snow patrol staff. The melter shall only be placed in the designated location of the top floor of the garage over proper drainage to ensure that excessive water doesn't build up.

Snow and ice shall only be loaded in the appropriate pretrained process and only by the appropriate equipment that is signed off by the MCI Operational Leadership team to ensure the protection of both equipment and employees.

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT I – APPROVED SHUTTLE BUSES

APPROVED SHUTTLE SPECIFICATIONS

The below specs and features shall be considered approved for the purchase of additional shuttles and the minimum requirements set forth in future purchases.

Current shuttles approved and in operation at Park Air Express are Ford Super Duty Cutaway Chasis, Glaval-Universal 14 Passenger Plus Driver and previously purchased from Huntleigh Bus Sales. The shuttles can be adjusted to accommodate 8 passengers plus two wheelchairs with approved configuration.

Specifications

7.3 L VB GAS ENGINE
6 SPEED OVERDRIVE AUTOMATIC TRANSMISSION
14,500 GVWR E450 - 12,500 GVWR E350
55 GALLON FUEL TANK E450 - 40 GALLON FUEL TANK E350
LT225/75R16E ALL SEASON RADIAL TIRES (6)
ANTI-LOCK BRAKES, POWER FOUR WHEEL DISC
CHROME GRILLE TRIM
TILT WHEEL CRUISE CONTROL
INTERMITTENT WIPERS
240 AMP ALTERNATOR-GAS
HEAVY DUTY SERVICE PACKAGE
FRONT AIR CONDITIONING
FRONT HEATER
BRIGHT WHITE EXTERIOR PAINT
CHARCOAL INTERIOR TRIM
DELUXE INSULATION PACKAGE
HEAVY DUTY AUXILIARY BATTERY
TRANSMISSION OIL COOLER
DUAL ELECTRIC HORNS
DRIVER'S SIDE AIR BAG

Glaval Standard Conversion Features

ALUMINIZED "STEEL - SAFE" CONSTRUCTED FLOOR; ROOF & SIDEWALLS
5/8 PRESSURE TREATED MARINE TECH PLYWOOD FLOORING
ONE PIECE FIBERGLASS FRONT AND REAR CAPS
36"WIDE X 36"TALL T-SLIDE WINDOWS
ELECTRIC DOUBLE OUT PASSENGER DOOR, 36" WIDE ROUGH OPENING
LED 12 VOLT INTERIOR AND EXTERIOR LIGHTING
INTERMOTIVE FLEX TECH ELECTRICAL SYSTEM
TRACK SEATING
CURBSIDE ENTRANCE MODESTY PANEL & STANCHION
SIDE VIEW MIRRORS - ROSCO MANUAL - BREAKAWAY TYPE
REAR MUD SHIELDS
STEEL REAR BUMPER (BLACK POWDER COATED)
RUB RAILS
ENGINEERED MULTI POINT BODY TO FRAME ISOLATORS
WHITE EXTERIOR

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT I – APPROVED SHUTTLE BUSES

WINDOW DRIP RAILS

GERFLOR SEAMLESS SIRIUS GRAPHITE (BLACK), VINYL COMPOSITE FLOORING - ENTRY STEPS/ WHITE NOSING/ COVE FLOOR COVE MOLDING

CONSOLE UPGRADE (BETTER ENTRY AND EGRESS FOR DRIVER)

Electrical System

Intermotive Flex Tech Electrical System

SIDEWALL/ REARWALL / CEILING

Sidewall: Grey Padded Vinyl

Rear wall: Grey Padded Vinyl

Ceiling: Grey Padded Vinyl

Driver Area: Grey Padded Vinyl

Cove Flooring on Sidewall to Seat Track

FLOORING - WHITE NOSING IS STANDARD

Gerflor Sirius NT #6727 Anthracite (Grey) I.L.O. Graphite

Yellow Step Nosing - Per Step

5/8" Marine Tech Plywood Floor

EXTERIOR

Full Body Paint 20' - 27' MODEL BUS (LIST PAINT COLOR BELOW)

PAINT CODE & COLOR:

FLNA 90542 Jade Green (will need paint sprayout for customer approval)

CHASSIS

Front Mud Flap (1), Passenger Side Only (to be used with Running Board) - NOT AVAILABLE ON FORD TRANSIT

Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large) (NOT AVAILABLE ON FORD TRANSIT)

Exterior Mirror Set, Remote/Heated, Ford

Romeo Rim Rear Bumper

Stainless Steel Wheel Insert, set of 4 (2 front & 2 rear) Ford E & GM

Galvanized Steel Entry Step Lower Sides Only - Does NOT Include Upper Sides & Header

HEATERS

Hot Water Heater, 65K BTU Floor Mounted 3 Speed Low Profile OK Side Sliders

MISCELLANEOUS

Perimeter Seating Heater Kit: Adapts Heater for Kick Panel Applications

ELECTRICAL

Switch Panel Located on Engine Cover

Digital Clock, 12 volt, in driver overhead

Wiring Diagram "AS BUILT" ON USB Flash Drive

DESTINATION SIGNS/1.D. SIGN/FRONT VIEW WINDOW

Front Illuminated ID Sign (no lettering)

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT I – APPROVED SHUTTLE BUSES

EXTERIOR LIGHTS

Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds LED Rear Center Mount
Brake Light, Rectangular
LED Mid-Ship Turn I Marker Lights
LED Overhead Interior 16" Strip Lights-Each Optronics ILL-71-CB

AUDIO / VISUAL

Deluxe AM/FM/CD With Clock & 4 Speakers PA Ready
Ground Plane for 2-Way Radio, Pull Cord, Conduit Terminates B Pillar Floor

DOORS/ HATCH/ WINDOWS

Electric Entry Door is Standard. Add Option #2056 if Manual is Desired Passenger Door Electric (standard)
Passenger Door 42" ROUGH OPENING (OPTIONAL)
Exterior Passenger Entrance Door Key

LUGGAGE RACK / STORAGE

60" Interior Luggage Rack, 2 Shelves

PARATRANSIT OPTIONS

Single W/C Door w/Window, LED Interior Lights, Leaf Spring, LED Exterior Lighting

BRAUN LIFTS

Braun Vista NVL917 800# Lift (31.5" x 50")
LIFT FAST IDLE WITH 403 INTERLOCK
Intermotive Gateway 508-F Ford E or 517-F Transit Fast Idle with Lift Interlock
Q Strain! W.C. Securement Kits, Accessories
Q-8201-L Std Retrctr Tie Down, Q8-6326-A1 Combo Lap/Shldr, L Trk
Q Strain! Belt Storage Pouch
Q-Straint Bell Cutter (ship loose)

MISCELLANEOUS ACCEESSORIES

L TRACK COVER

SAFETY OPTIONS

5LB FIRE KIT EXTINGUISHER
16 UNIT FIRST AID
EMERGENCY TRIANGLE KIT
BACK-UP ALARM SAE TYPE C 97 DB(A)
STANDARD ROSCO STSK4750 BACK-UP CAMERA SYSTEM W/ 7" REARVIEW MONITOR/MIRROR COMBO
Interior Convex Mirror 6"x9"
Wide Angle Lens 11"x14", Fresnel
Yellow "Standee" Line
Decal "Please Fasten your Seat Belt"
Decal "Please Watch Your Step"

GRAB RAIL / STANCHION / PANELS

CEILING GRAB RAIL – INSTALL ON BOTH SIDES

Left Hand Entry Vertical Grab Rail - 1 1/4"

1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)

SEATING - DRIVER

USSC G2 ELP Adjustable Head Rest,Lumbar,Armrest, Black Cloth Insert, Vinyl Sides

G2E AND RECARO DRIVER SEAT FABRICS

DRIVER SEAT COVER – LEVEL 3 REGIONS OR ANY LEVEL 3 COMBO

SEATING – PASSENGER SEAT FABRICS

SEAT COVER – LEVEL 3 REGIONS OR ANY LEVEL COMBINATION (SHERPA/SHIRE N/A)

SEAT OPTIONS

KICK PANEL LIGHT

KICK PANEL, UNDER SEAT – EACH (PERIMETER SEATING)

FREEDMAN SEATING SPECIAL BUILD OPTIONS

17.5 ARAC Seats

DOUBLE ARAC FLIP SEATS with #39402 (SS) 39403 (CS)...LEG (CERTIFIED FORWARD FACING-10 3/4")

SEAT BELTS

Seat Belt, Freedman USR Retractable (Per Person)

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT I – APPROVED SHUTTLE BUSES

[illegible]

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT J – CREO CIVIL RIGHTS AND WAGE ASSURANCES (032223)

Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

- (a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- (b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT J – CREO CIVIL RIGHTS AND WAGE ASSURANCES (032223)

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT K – INCENTIVE PLAN

Contractor shall be eligible for annual incentive-based payment in addition to the compensation set forth in **Attachment B**. Such payment (the "Incentive Fee") shall be tied to the results of an annual evaluation, based upon the performance measures provided below. There shall be a total Incentive Fee cap of 0.15% of annual net revenue (.015 x Gross Receipts after subtraction of Operating Expenses and Management Fees) for each contract year evaluated which is applicable if there are funds remaining from the Maximum Amount of the Contract. The Incentive Fee shall not result in a payment to the Contractor that exceeds the Maximum Amount of Contract. In other words, the City will not add funds to the Contract to fund the Incentive Fee. The evaluation criteria, subject to approval and acceptance by the City, will be aligned with the goals and objectives of the Aviation Department and are intended to provide added incentive for the Contractor to increase Gross Receipts and minimize Operating Expenses. Both the decision to award an Incentive Fee and the amount of the Incentive Fee are within the sole discretion of the Director of Aviation. The award of any Incentive Fee is subject to availability of funds.

Contractor shall commit 50% of any Incentive Fee earned and received to payment of bonuses to its local staff at the Facilities. Ten Percent (10%) of the Incentive must be used for employee appreciation activities and spot bonuses. The Contractor shall use the remaining Forty Percent (40%) as the Contractor determines.

Contractor shall meet with the Airport staff within 45 days following the anniversary date of each contract year to present detailed incentive plan evaluation data for the subject year. Not less than one **(1)** week prior to the meeting, Contractor shall provide the Airport staff with the supporting data and documentation, tied to the specified performance measures. The evaluation categories and weighting for each are as follows:

- | | | |
|-----------|---|------------------|
| 1. | Revenue Enhancement | 20Points |
| | <ul style="list-style-type: none">• Year-Over-Year Revenue Growth• Success of Marketing and Promotion Initiatives• Parking Rate/Utilization Analysis | |
| 2. | Budget Attainment | 20Points |
| | <ul style="list-style-type: none">• Operating within Budget Guidelines• Cost Saving Initiatives• Effective Utilization of Technology | |
| | | 15 Points |
| 3. | Customer Service | |
| | <ul style="list-style-type: none">• Number of Customer Complaints• Compliments, Responsiveness to Customer Issues• Mystery Shops• Customer Wait Times/Headways• Training and Incentive Programs | |

MASTER CONTRACT FOR PARKING SERVICES, CONTRACT NO. 6223060088
ATTACHMENT K – INCENTIVE PLAN

4. Operational Performance 15 Points

- a. Maintenance of Facilities and Equipment
- b. Snow and Ice Removal
- c. Optimization of PRCS System
- d. Audits
- e. Safety Record

5. Responsiveness to Airport 15 Points

- Timeliness and Accuracy of Reports
- Detailed Budget Preparation and Analysis
- Flexibility to Handle Special Events/Circumstances

6. Management Performance/Support 15 Points

- Regional and Corporate Support
- Labor Relations
- Operational Recommendations
- Development and Assistance
- with Marketing Initiatives

Total Point Score	Incentive Fee Award
70 points or less	0%
71 - 75 points	50%
76 - 80 points	60%
81 - 85 points	70%
86 - 90 points	80%
91 - 95 points	90%
96 - 100 points	100%

As contemplated in the third paragraph of this Incentive Plan, Contractor shall develop a more comprehensive breakdown and detailed scoring criteria for each category listed above, with input and final approval from Airport staff.