OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

PARKING OPERATIONS AND MANAGEMENT AGREEMENT

36569

THIS PARKING OPERATIONS AND MANAGEMENT AGREEMENT (this "Agreement") is made and entered, as of February 8, 2023, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on January 17, 2023, by and between LAZ KARP ASSOCIATES, LLC, a Connecticut limited liability company, with a place of business at One Financial Plaza, 14th Floor, Hartford, Connecticut 06103 ("Operator"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with airport parking operations and management services at the Long Beach Airport ("Project"); and

WHEREAS, City has selected Operator in accordance with City's administrative procedures using Request for Proposals RFP AP22-131 ("RFP"), and City has determined that Operator and its employees are qualified, licensed, if so required, and experienced in performing the specialized services described in the RFP; and

WHEREAS, City desires to have Operator perform these specialized services, and Operator is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Operator shall provide all parking management services necessary to operate, manage and maintain the parking facilities ("Parking Facilities") at the Long Beach Airport ("Airport"), more particularly described in the RFP, attached hereto as Exhibit "A-1", and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in an amount not to exceed Two Million Nine Hundred Eight Thousand Eight Hundred Thirty-Seven Dollars ($2,908,837), plus a twenty percent (20%)

contingency in the amount of Five Hundred Eighty-One Thousand Seven Hundred Sixty-Seven Dollars, plus an additional contingency in the amount of Five Hundred Fifty-Four Thousand Four Hundred Eighty-Eight Dollars ($554,488) for the procurement of a Parking Access Revenue Control System and Wayfinding System, for a total contract amount not to exceed Four Million Forty-Five Thousand Ninety-Two Dollars ($4,045,092) at the rates or charges shown in Exhibit "B".

B. City shall pay Operator in due course of payments following receipt from Operator and approval by City of invoices showing the services or task performed, and the time expended (if billing is hourly). Operator shall certify on the invoices that Operator has performed the services in full conformance with this Agreement and is entitled to receive payment. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Operator's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

C. City reserves the right to add parking areas and to construct additional sites to accommodate vehicular parking at the Airport to be operated by Operator, or to require upgrades to be made to the Parking Facilities or the services to be provided under this Agreement by Operator. Such rights may be exercised by City at any time or from time to time during the term of this Agreement by giving Operator thirty (30) days written notice from the Airport Director. Operator agrees to operate those additional parking areas or perform the additional services which may, from time to time, be added by City and such operation shall be in the manner and conform to the terms and covenants of this Agreement, provided that City and Operator mutually agree upon additional compensation to be paid to Operator hereunder.

D. Operator represents that Operator has obtained all necessary information on conditions and circumstances that may affect its performance and

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has conducted site visits, if necessary.

E. By executing this Agreement, Operator warrants that Operator (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. It the services involve work upon any site, Operator warrants that Operator has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Operator discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Operator must immediately inform City of that fact and may not proceed except at Operator's risk until written instructions are received from City.

F. In addition to providing the services under this Agreement, Operator shall advance the capital (the "Parking Equipment Costs") necessary to purchase and install the parking equipment and revenue control systems for the benefit of City, as set forth on Exhibit "D" attached hereto (the "Parking Equipment"). Owner shall repay the amortized Parking Equipment Costs together with interest at an interest rate of six and eight-tenths of one percent (6.8%) per annum in accordance to the payment schedule and amortization term set forth on Exhibit "D". In the event that there are any changes to the Parking Equipment Costs, City shall not be responsible for such changes without City's prior written approval. Operator shall be responsible for payment of any increase in such Parking Equipment Costs and shall receive the excess amount if there is any decrease in such Parking Equipment Costs. In the event this Agreement is terminated for any reason after the date that Operator pays the Parking Equipment Costs, on the date of such termination, City shall pay to Operator the total of the remaining payments for the unamortized costs of the Parking Equipment, as set forth on Exhibit "D". Parking Equipment shall at all times be the property of City.

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2. TERM. The term of this Agreement shall commence at midnight on May 1, 2023, and shall terminate at 11:59 p.m. on April 30, 2025, unless sooner terminated as provided in this Agreement. This Agreement may be renewed for three (3) additional one-year periods, at the discretion of City's Airport Director ("Airport Director"), upon at least thirty (30) days advance written notice to Operator.

3. COORDINATION AND ORGANIZATION.

A. Operator shall coordinate its performance with City's representative, Dale Worsham. As requested by City, Operator shall advise and inform City's representative of the Project work in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project.

B. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Operator's key employee, Rick Ingram. City shall have the right to approve any person proposed by Operator to replace that key employee.

4. STAFFING SCHEDULE. The annual staffing plan will be developed by Operator setting forth the base number of employees, including supervisors, which Operator will use to operate the Parking Facilities during various hours of the day. The annual staffing plan will be based upon generally anticipated normal operations at the Parking Facilities and Parking Office, more particularly described in the RFP attached as Exhibit "A-1". The specific schedule, and any schedule changes, shall be approved in advance by the Airport Director. In the event the Airport Director determines that additional or fewer employee hours are required in order to properly accommodate the public, Operator shall add or reduce such personnel as directed by the Airport Director in writing.

5. CONTROL OF HOURS AND PROCEDURES. Operator shall at all times maintain a written schedule delineating the operating hours and operating procedures for each of the Parking Facilities. Operator shall furnish the Airport Director a copy of said schedules and procedures. Should the Airport Director, upon review and

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conference with Operator, decide any part of said schedules or procedures is incompatible or in conflict with airport operations, Operator, upon written notice from the Airport Director, shall modify said schedule or procedures to the satisfaction of the Airport Director. Operator agrees that it will operate and manage the Parking Facilities and provide services in connection therewith in accordance with such approved schedules and procedures and in a competent and efficient manner.

6. PARKING RATES. The Long Beach City Council is responsible for setting the parking rates and programs at the Parking Facilities. Operator shall be responsible for charging and collecting from each customer the appropriate parking fees based upon the rates and programs established by City. The Airport Director will notify Operator when new rates or programs have been established, or when temporary changes are made. It is Operator's responsibility to program all parking rates and regulations into all revenue control equipment at each Parking Facility. In addition, it is Operator's responsibility to ensure special event rates are in place and programmed in all revenue control equipment at each Parking Facility.

7. OPERATOR IS SOLE EMPLOYER; DUTY TO INFORM. Operator agrees to notify each of its current and future employees prior to their performing work under this Agreement, and all bargaining units representing said employees, that Operator (1) is the only employing agency and employer; (2) the City of Long Beach is not an employer with regard to the Parking Facilities operation, but rather a contractor hiring Operator to perform the terms of this Agreement; and (3) employment at the Parking Facilities cannot be expected beyond the term of this Agreement. Operator agrees to inform each employee in writing as to the above details and to obtain a signed acknowledgment by the employee of such notification.

8. OPERATION MANUAL. Operator shall provide an Operation Manual ("Manual") to the Airport Director for approval within thirty (30) days of the effective date of this Agreement. The Manual shall specify in detail Operator's instructions and procedures covering all phases of the parking operation. At all times during the term of this Agreement,

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Operator shall be in strict compliance with the Manual. The operating procedures to be included in the Manual, together with any subsequent changes or revisions, shall be approved in writing by the Airport Director and shall contain, among others, a program of theft deterrence and avoidance and procedures for handling payment by credit card, check or promise to pay and collection of delinquent accounts.

9. RIGHTS RESERVED BY CITY. City reserves the right to exercise the following powers:

A. Determine, and from time to time, revise the transient and monthly parking rates. Operator may not set parking rates and fees.

B. Install coin-operated parking meters at any Airport location, including any Parking Facilities mentioned in this Agreement. City shall be responsible for collecting the coins from parking meters. City shall be responsible for the maintenance of any such parking meters.

C. Validate, for free parking, such parking tickets as are approved for validation by the Airport Director. Operator shall make no other arrangements for validation without proper authorization, in writing, by the Airport Director.

D. Determine requirements under which issuance of monthly parking permits are to be sold by Operator.

E. City or its authorized representative shall have the right at all reasonable times to inspect the operations of the Parking Facilities to determine if the provisions of this Agreement are being complied with.

10. UTILITIES. Operator shall pay prior to the delinquency date, all telecommunication expenses incurred in performing this Agreement. City agrees to pay and be responsible for all charges and expenses for electricity and water to the Parking Facilities.

11. INDEPENDENT CONTRACTOR. In performing its services, Operator is and shall act as an independent contractor and not an employee, representative or agent of City. Operator shall have control of Operator's work and the manner in which it is

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performed. Operator shall be free to contract for similar services to be performed for others during the term of this Agreement, subject to Section 14. Operator acknowledges and agrees that (a) City will not withhold taxes of any kind from Operator's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Operator's behalf; and (c) City will not provide and Operator is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Operator expressly warrants that neither Operator nor any of Operator's employees or agents shall represent themselves to be employees or agents of City.

12. INSURANCE.

A. As a condition precedent to the effectiveness of this Agreement, Operator shall procure and maintain at Operator expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

i. Commercial general liability insurance equivalent in coverage scope to ISO form CG 00 01 naming the City of Long Beach, its departments, officials, employees, and agents as additional insureds on an endorsement equivalent in coverage scope to ISO form CG 20 26 11 85 and from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Operator other than claims caused by the operation of automobiles in an amount not less than One Million Dollars (US $1,000,000) per occurrence. If the policy contains a general aggregate, it shall be in an amount not less than Two Million Dollars (US $2,000,000) general aggregate.

ii. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US $1,000,000) per accident or

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occupational illness. Operator agrees to obtain and furnish evidence to City of the waiver of Operator's workers' compensation insurance carrier's right of subrogation against the City.

iii. Garagekeeper's legal liability insurance in an amount not less than Two Million Dollars (US $2,000,000).

iv. Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 in an amount not less than Five Hundred Thousand Dollars (US $500,000) combined single limit (CSL) covering Symbol 1 ("any auto").

v. Special Perils ("All Risk") property insurance in an amount sufficient to cover the full replacement value of Operator's personal property, improvements, and equipment and the personal property and equipment of others in Operator's care, custody, or control on City premises. With respect to damage to property, City and Operator hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

vi. Cyberspace/online liability, including, but not limited to, electronic data processing liability and electronic errors and omissions liability, in an amount not less than One Million Dollars ($1,000,000) per claim covering the services provided pursuant to this Agreement.

vii. Commercial Crime Insurance including, but not limited to, Computer Fraud (Employee Dishonesty and Theft) in an amount not less than the greater of Two Hundred Fifty Thousand Dollars ($250,000) or the maximum amount of collected funds held on behalf of City at any one time related to the services provided pursuant to this Agreement. The City shall be named loss payee as its interests may appear.

viii. Umbrella liability in excess of all liability coverages from above in an amount not less than One Million Dollars ($1,000,000) per claim

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covering the services provided pursuant to this Agreement.

B. Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

C. Any subcontractors which Operator may use in the performance of this Agreement shall be required to maintain insurance in compliance with the provisions of this section.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Operator guarantees that Operator will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Operator shall require that all sub-contractors or contractors that Operator uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Operator shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market

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for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Operator's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Operator, Operator's sub-contractors and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

H. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Operator's performance or as full performance of or compliance with the indemnification provisions of this Agreement.

13. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates the personal services of Operator and Operator's employees, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Operator and Operator's employees. Operator shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of City, except that Operator may with the prior approval of the Airport Director, assign any moneys due or to become due Operator under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Operator shall not subcontract any portion of its performance without the prior approval of the Airport Director, or substitute an

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approved sub-contractor or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Operator from employing as many employees as Operator deems necessary for performance of this Agreement. Notwithstanding the foregoing, Operator may assign this Agreement to an affiliated entity under common ownership as operator as part of a corporate reorganization of Operator or its parent companies.

14. CONFLICT OF INTEREST. Operator, by executing this Agreement, certifies that, at the time Operator executes this Agreement and for its duration, Operator does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client.

15. MATERIALS. Operator shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Operator's obligations under this Agreement.

16. OWNERSHIP OF DATA. All materials, information and data prepared, developed or assembled by Operator or furnished to Operator in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material and memorandum ("Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Operator. Copies of Data may be retained by Operator but Operator warrants that Data shall not be made available to any person or entity for use without the prior approval of City. This warranty shall survive termination of this Agreement for five (5) years.

17. TERMINATION. Either party shall have the right to terminate this Agreement for any reason or no reason at any time by giving ninety (90) calendar days prior notice to the other party. In the event of termination under this Section, City shall pay

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Operator for services satisfactorily performed and costs incurred up to the effective date of termination for which Operator has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Operator shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. Operator acknowledges and agrees that City's obligation to make final payment is conditioned on Operator's delivery of the Data to City.

18. CONFIDENTIALITY. Operator shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Operator shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Operator shall not disclose any or all of the Data to any third party, or use it for Operator's own benefit or the benefit of others except for the purpose of this Agreement.

19. BREACH OF CONFIDENTIALITY. Operator shall not be liable for a breach of confidentiality with respect to Data that: (a) Operator demonstrates Operator knew prior to the time City disclosed it; or (b) is or becomes publicly available without breach of this Agreement by Operator; or (c) a third party who has a right to disclose does so to Operator without restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena, court order, or valid discovery request, provided Operator take commercially reasonable efforts to obtain a protective order that affords the information disclosed confidential treatment.

20. ADDITIONAL SERVICES. City has the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the RFP or make changes by altering, adding to or deducting from the work, provided that Operator and City mutually agree upon compensation for such extra work. It is expressly understood by Operator that the provisions of this paragraph do not

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apply to services specifically set forth in the RFP or reasonably contemplated in the RFP. Operator acknowledges that it accepts the risk that the services to be provided pursuant to the RFP may be more costly or time consuming than Operator anticipates and that Operator will not be entitled to additional compensation for the services set forth in the RFP.

21. RETENTION OF FUNDS. Operator authorizes City to deduct from any amount payable to Operator (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate City for any losses, costs, liabilities or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Operator's acts or omissions in performing or failing to perform Operator's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Operator, or any indebtedness exists that appears to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of City to exercise the right to deduct or to withhold will not, however, affect the obligations of Operator to insure, indemnify and protect City as elsewhere provided in this Agreement.

22. AMENDMENT. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.

23. LAW. This Agreement shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. Contractor shall cause all work performed in connection with construction of the Project to be performed in compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770

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et seq. of the California Labor Code); and (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

24. PREVAILING WAGES.

A. Operator agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

B. In all bid specifications, contracts and subcontracts for any such Public Work, Operator shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this Agreement. Operator expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771..

25. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

26. INDEMNITY.

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A. Operator shall indemnify, protect and hold harmless City, its Boards, Commissions, Departments and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Operator's breach or failure to comply with any of its obligations contained in this Agreement, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Operator, its officers, employees, agents, subcontractors, or anyone under Operator's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

B. In addition to Operator's duty to indemnify, Operator shall have a separate and wholly independent duty to defend Indemnified Parties at Operator's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Operator shall be required for the duty to defend to arise. City shall notify Operator of any Claim, shall tender the defense of the Claim to Operator, and shall assist Operator, as may be reasonably requested, in the defense.

C. If a court of competent jurisdiction determines that a Claim was caused by the negligence or misconduct of Indemnified Parties, Operator's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence or misconduct by the Indemnified Parties, or (2) reduced by the percentage of negligence or misconduct attributed by the court to the Indemnified Parties.

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D. The provisions of this Section shall survive the expiration or termination of this Agreement.

27. FORCE MAJEURE. If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, pandemic, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.

28. AMBIGUITY. In the event of any direct conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

29. NONDISCRIMINATION. In connection with performance of this Agreement and subject to applicable rules and regulations, Operator shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Operator shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

30. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.

A. During the performance of this Agreement, Operator certifies and represents that Operator will comply with the EBO. Operator agrees to post the following statement in conspicuous places at its place of business available to

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employees and applicants for employment:

"During the performance of a contract with the City of Long Beach, Operator will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach's Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200."

B. The failure of Operator to comply with the EBO will be deemed to be a material breach of this Agreement.

C. If Operator fails to comply with the EBO, City may cancel, terminate or suspend this Agreement, in whole or in part, and monies due or to become due under this Agreement may be retained by City. City may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against Operator in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.

E. If City determines that Operator has set up or used its contracting entity for the purpose of evading the intent of the EBO, City may terminate this Agreement. Violation of this provision may be used as evidence against Operator in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

31. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Operator at the address first stated above, and to City at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Clerk at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

32. COVENANT AGAINST CONTINGENT FEES. Operator warrants that

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Operator has not employed or retained any entity or person to solicit or obtain this Agreement and that Operator has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Operator breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 17 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

33. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

34. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to the Sections titled "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and "Audit" prior to termination or expiration of this Agreement.

35. TAX REPORTING. As required by federal and state law, City is obligated to and will report the payment of compensation to Operator on Form 1099-Misc. Operator shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Operator shall submit Operator's Employer Identification Number (EIN), or Operator's Social Security Number if Operator does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Operator acknowledges and agrees that City has no obligation to pay Operator until Operator provides one of these numbers.

36. ADVERTISING. Operator shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the Airport Director.

37. UNLAWFUL USE. Operator agrees no improvements shall be

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erected, placed upon, operated, nor maintained within the Airport, nor any business conducted or carried on therein or therefrom, in violation of the terms of this Agreement, or of any regulation, order of law, statute, bylaw or ordinance of a governmental agency having jurisdiction.

38. SIGNS. Operator agrees not to construct, maintain, or allow any sign upon the Airport except as approved by the Airport Director. Unapproved signs, banners, flags, etc. may be removed by the Airport Director without prior notice to Operator.

39. PERMITS AND LICENSES. Operator shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by City in its governmental capacity shall affect or limit Operator's obligations hereunder, nor shall any approvals or consent given by City, as a party to this Agreement, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

40. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Operator relating to this Agreement.

41. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

42. PERFORMING OF COVENANTS. All covenants and agreements to be performed by Operator under any of the terms of this Agreement shall be performed by Operator at Operator's sole cost and expense and without any abatement of fees. If Operator fails to pay any sum of money, other than fees required to be paid by it hereunder or fails to perform any other act on its part to be performed hereunder, or to provide any insurance or evidence of insurance to be provided by Operator, then in addition to any other remedies provided herein, City may, but shall not be obligated to do so, and without

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waiving or releasing Operator from any obligation of Operator, make any such payment or perform any such act on Operator's part to be made or performed as provided in this Agreement or to provide such insurance. Any payment or performance of any act or the provision of any such insurance by City on Operator's behalf shall not give rise to any responsibility of City to continue making the same or similar payments or performing the same or similar acts. All costs or other expenses incurred or paid by City and interest therein at the maximum rate permitted by law from the date incurred or paid by City shall be deemed to be additional fees hereunder and shall be paid by Operator with and at the same time at the next monthly installment of fees hereunder, and any default therein shall constitute a breach of the covenants and conditions of this Agreement.

43. FEDERAL AVIATION ADMINISTRATION ASSURANCES. This Agreement is subject to certain assurances mandated by the Federal Aviation Administration for inclusion in airport agreements. These assurances are set out in full as Exhibit "C", attached to this Agreement and incorporated by this reference.

44. LIMITATION OF LIABILITY. Except to the extent of a party's indemnification obligations arising from third party claims, in no event shall either party be liable to the other party for any incidental, indirect, special or consequential losses or damages of the other party including, but not limited to, punitive damages or lost profits whether based upon contract, negligence, or other theory of law.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

LAZ KARP ASSOCIATES, LLC, a Connecticut limited liability company

April 18, 2023

By
Name Michael Turiak
Title COO

April 18, 2023

By
Name Glenn T. Tarb
Title General Counsel

"Operator"

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DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

CITY OF LONG BEACH, a municipal corporation

May 1, 2023

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

By Linda F. Tatum
City Manager

"City"

This Agreement is approved as to form on May 1, 2023.

DAWN MCINTOSH, City Attorney

By _____
Deputy

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

Exhibit A

City of Long Beach

Request for Proposals Number AP22-131
Long Beach Airport Parking Management Services

Overview

Summary

The City of Long Beach ("City") and the Long Beach Airport Department ("Airport"), seeks proposals from qualified and experienced professional parking operations firms to provide field staffing, field management, and field parking operations for the Airport's parking facilities.

Key Dates

Release Date: September 15, 2022

Mandatory Pre-Proposal Meeting: 10:00AM September 29, 2022

Questions Due to the City: 11:00AM October 6, 2022

Answer Due from the City: 11:00AM October 13, 2022

Proposals Due: 11:00AM October 20, 2022

The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 4.

Proposals must be submitted electronically via the City's Long Beach Buys portal, available at https://longbeachbuys.buyspeed.com/bso/view/homepage/homePage.xhtml.

RFP Official Contact

Ahmed Ali
rfppurchasing@longbeach.gov

All communication with the City related to this RFP must be directed to the contact listed above.

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The Opportunity

1.1 Project Summary

The Airport seeks proposals from qualified and experienced professional parking operations vendors to manage the Airport's facilities and collect parking revenue on the Airport's behalf. The awarded firm shall provide Smart Parking operations, hardware, software, and associated services for Long Beach Airport. The services are anticipated to commence on **December 1, 2022**, contingent upon approval by the Long Beach City Council.

The Airport intends to select the firm that best understands and meets the stated objectives and other qualification and evaluation criteria in this RFP. In addition, the Proposers should be able to expand their scope of work to include additional services if it is determined to be necessary by the Airport.

1.2 Background

The Long Beach Airport (LGB) is strategically located next to the 405 freeway, halfway between Los Angeles and Orange County airports. Sitting on 1,166 acres, LGB boasts three runways, with the longest being 10,000 feet and can land some of the largest airplanes in the world. Founded in 1923, LGB is the oldest airport in California. Among its many awards, LGB was named a Top 10 airport in the 2020 USA Today 10 Best Readers' Choice travel award contest for Best Small Airport. LGB offers non-stop service to several U.S. cities while supporting a healthy general aviation community with more than 300,000 annual operations. The airport is also a source of substantial economic activity and employment, with the LGB Aviation Complex generating $8.6 billion in economic impact and supporting 46,000 jobs. The Airport prides itself in preserving its esteemed historic legacy and maintaining a safe, sustainable, and environmentally responsible operation.

LGB operates in compliance with a City of Long Beach Noise Ordinance that controls the number of commercial flights through a noise budget, with 53 daily air carrier flight slots. Commercial air service is provided by Southwest Airlines, Delta Air Lines, American Airlines, and Hawaiian Airlines serving nearly 3.6 million passengers in 2019. Breeze Airways will commence service in Fall 2022.

For more information about the City and the Airport, you may visit the City's website at http://www.longbeach.gov and the Airport's website at http://www.longbeach.gov/lgb

The Long Beach Airport Parking Facilities includes two parking structures and three surface lots. Parking Structure A was constructed in 1984 and renovated in 2017. Parking Structure B was constructed in 2011. As itemized below, the LGB parking structures and surface lots included in this RFP have a combined 3,912 spaces. Currently, solar panels are being added to the rooftops

of Parking Structures A and B. The Airport is also in the process of adding the infrastructure for 100 Electric Vehicle (EV) charging stations to Parking Structure A and 216 EV charging stations to Parking Structure B. The City's Public Works Department currently manages the EV program, but the Airport may have the Operator take over in the future (See Section 2.1.B.4). The surface lots, located along Lakewood Blvd., consist of the Airport's Cell Phone Lot, Ground Transportation Holding Lot, and Long Beach Transit Commuter parking lot. See **APPENDIX A-1 Airport Directory Map.**

Garage Lanes	Spaces	Current Entry Lanes	Current Exit Lanes
Parking Structure A	994	2	2
Parking Structure B	2,443	4	5
Surface Lots	475	n/a	n/a

The Airport offers competitive parking rates compared to other airports in Southern California. The parking rates are as follows:

- Parking Structure B: $19/day, $2/hour
- Parking Structure A: $21/day, $2/hour

The current Operator has provided parking management services since they were awarded a contract through a competitive RFP in 2016.

1.3 Goals

It is the goal of the Airport to enhance and modernize first-class parking facilities and services at the Airport. Therefore, this RFP was developed with the following goals:

- To provide superior customer service
- To enhance the Airport parking experience for visitors to the Airport
- To optimize the financial return to the Airport
- To procure a modern Parking Access Revenue Control System

Long Beach Airport is currently being trademarked as "America's Coolest Airport." The Airport's mission is to connect and serve its community and promote economic development. The Airport's four strategic goals are to deliver an outstanding customer experience, be a green airport leader, foster responsible development and strong community relationships, and promote organizational excellence. The Contractor should support the Airport's mission and goals through their provided services.

1.4 Award Terms

This contract will be for a period of two years with the option for the City to renew for three additional one-year periods. The total contract term will not exceed seven years.

2 Scope of Work

2.1 Description of Services

2.1.1 Core Services

The Operator shall provide all parking management services necessary to operate, manage and maintain the Parking Facilities on an on-going basis. Operator shall use its best efforts to provide these parking management services in a manner so as to make the Airport's parking program profitable while balancing the customer experience and providing the highest standard of professional, courteous, efficient and safe services.

Parking Facilities offer the first and last impression of the Long Beach Airport for many visitors. They are an essential part of the daily routine for many airline passengers, airport tenants, employees and citizens doing business or using services at the Airport. Thus, it is very important to the Airport that its Parking Facilities are managed and operated in a manner that reflects the Airport's commitment to quality customer service, careful stewardship of the public's capital investments, adequate safeguards on Airport's revenues, and professional management of the Airport's services. Long Beach Airport's tagline is "where the going is easy." It communicates the easy, relaxed, welcoming nature of the airport. The Proposer's level of service should complement and support the Airport's brand.

Fee Collection and Payment to Airport

The Operator shall be responsible for charging and collecting from each customer the appropriate parking fees based upon the rates and charges established by the City. It is the Operator's responsibility to program all parking rates and charges in all revenue control equipment at each parking facility, if applicable. In addition, it is the Operators responsibility to ensure Special Event rates are in place and programmed in all revenue control equipment at each parking facility, if applicable.

Monitoring of Parking Facilities

During all hours of operation, Operator shall regularly tour the Parking Facilities to help prevent, deter or minimize vandalism, damage to, loss or theft of, vehicles and the contents thereof parked in the Parking Facilities and shall promptly report any suspicious or illegal activity or the presence of unauthorized persons to the Long Beach Police Department and/or Airport Safety and Security Office as appropriate.

During operating hours, Operator shall monitor the fire alarm system and intercom system that is integrated in the revenue control equipment located in the Parking Facilities (if applicable) and shall promptly respond to calls for assistance received from customers.

Operator shall immediately notify as appropriate the Airport via telephone and by written report of every reported or known incident involving accidental injury or criminal activity and shall keep a record of such incidents. Operator shall note any life safety or hazardous conditions that might appear to warrant action and report these conditions immediately to the Airport.

Parking Way Finding Signs

Operator shall be responsible for maintaining and replacing all Parking Way Finding Signs as needed that are located throughout the parking facilities. The Airport shall approve all signs and locations as necessary.

License Plate Inventory

Operator shall be responsible for providing a nightly license plate inventory of all vehicles in Parking Structures A, B and the surface lots for the Airport.

Special Event Parking Services

The Operator shall provide the Airport, at least five (5) Business Days prior to a Special Event, a written plan setting forth operating procedures for the Special Event. The Operator shall staff these events as pre-approved in writing by the Airport. Expenses associated as a result of special events shall be included in the monthly operating expense report for the particular facility but categorized as separate items. Operator shall cooperate with Airport personnel in the coordination of the Special Event with regards to traffic flow into, within and out of each Parking Facility, including without limitation, setting up and removing barricades, cones, signs or other equipment.

Routine Maintenance and General Repairs

Operator shall maintain all of the Parking Facilities in a clean, safe, and sanitary condition commensurate with the standards of maintenance, repair and operation specified in this RFP and with industry standards.

Operator shall perform routine maintenance and shall replace supplies and materials that are used for parking services normally performed on a day-to-day or routine basis in order to keep the Parking Facilities operating in an efficient, clean, and safe condition. Operator shall always maintain an up-to-date maintenance checklist at each facility.

Operator shall make minor repairs that do not require additional cost promptly and as needed. Repairs requiring an expense over $5,000 and which do not reasonably create an imminent threat to public safety shall be made after consultation and approval with the Airport. Operator shall cordon off or otherwise secure any portion of the property that is in an unsafe condition and shall

promptly notify the Airport for instructions.

The Operator may be requested to enter an agreement for maintenance services such as power sweeping, power washing, stall striping, etc.

Utilities and Office Space

The Operator shall be responsible for furnishing the office space with any necessary furniture office equipment, carpeting, phones, and computers for its use.

Smart Parking

The Airport would like to replace the current Parking Access Revenue Control System (PARCS). Awarded Operator will be required to procure, install, operate, maintain, and train employees on the new PARCS. The Operator shall provide to the Airport recommendations on systems and finance the project. The new PARCS must include:

- Revenue and yield management
- License plate recognition
- Real time occupancy
- Lost car solutions
- Monthly tenant parking management
- Online reservations capability
- Dynamic pricing
- Software upgrades

These functions will be phased in over the course of the contract. Proposer must submit a timeline and cost structure for each component. Proposer shall also discuss both the negative and positive aspects of each feature and any risks associated with implementation. Proposer shall outline the payment structure for reimbursement from the Airport as the Airport will own the equipment.

2.1.2 ADDITIONAL/OPTIONAL SERVICES

The current Operator is not providing the services listed below, but the Airport anticipates a possible need for them in the future.

Valet Parking Services

The Airport may, during the term of the Agreement, request the Operator to provide valet parking services. In the event that the Airport desires to request the Operator to provide valet parking services, it shall send a written notice of intent to the Operator. In the event that the Operator elects not to provide valet parking services, or if Airport and Operator do not reach an agreement regarding valet operation, the Airport shall have the right to select another

vendor to provide these services. The Operator shall agree to fully cooperate with the selected vendor.

Taxi Queuing

The Airport may, during the term of the Agreement, request the Operator to provide assistance with the Airport's taxicab queue.

Traffic Management

The Airport may, during the term of the Agreement, request the Operator to assist with mitigating customer and vehicle traffic in the pick-up and drop-off lanes in front of the Terminal Building.

Future Services

Long Beach Airport is considering the implementation of the following services. These services include but are not limited to:

- Revenue and yield management via dynamic and transactional priced parking
- Online marketing and sales including advertising and promotional programs
- Parking location assistance
- Mystery Shopper
- Digital Signage
- Customer Programs:
- Frequent Parker Program
- VIP Parking
- Customer Experience Survey and program
- EV Charging Program
- Other services that the proposer wishes to propose

2.1.3 Airport Provided Services

Utilities and Office Space

The Airport shall provide water and electricity utilities to the Parking Facilities. Other utilities, including telephone and internet will be established by the Operator but reimbursed by the Airport. The Airport shall, at no cost, provide a limited amount of office space in Parking Structure B for use by the Operator. Four storage rooms located in Parking Structure B shall be provided at no cost to the Operator, however the Operator must maintain the rooms and share with the Airport as needed.

Equipment Inventory

Operator shall surrender to Airport all equipment located at the Parking Facilities, as shown on a certified inventory list of all Airport-owned property upon termination of this Agreement. Such property and equipment shall be returned in the same order and condition as when installed, except for reasonable wear and tear and damage beyond the reasonable control of Operator, such as from casualty or fire. Operator shall not dispose of any Airport property without the written consent of the Airport. An inventory and evaluation shall be taken upon termination to determine the status of all equipment hereunder. Discrepancies, except as noted in this section, shall be corrected at Operator's sole expense. Said replacements to be of comparable quality with items in the original inventory. Operator shall assist Airport by maintaining an updated list of all equipment located in each Parking Facility. A list of existing equipment can be found on **Appendix B-1 Equipment List.**

Non-Routine Maintenance

"Non-routine maintenance" shall mean all maintenance and repair work that is not defined as routine maintenance and minor repair work, and generally includes structural repairs, repair of electrical, heating, cooling, plumbing, fire alarm/sprinkler, lighting, elevator and paving/concrete deck repair. Operator shall notify the Airport of all non-routine maintenance and repair work of which Operator has or should have actual knowledge that is required to keep the Parking Facilities in good and safe operating condition. The expense of non-routine maintenance shall be paid for by the Operator and reimbursed by the Airport.

Inspection and Standards of Performance

A. The Airport shall have the right to make a complete or partial inspection of any or all Parking Facilities at any time to ensure that the standards of performance are being met as indicated in the Operating Agreement.

B. If the Airport changes or issues additional instructions, the Airport shall provide the Operator written notification and sufficient time to implement the changes before inspections based upon those changes. Notification time shall depend upon the nature of the change in procedure, and the Airport shall indicate on the new written procedure how many days the Operator has to implement the change.

PARKING RATES AND CHARGES DETERMINATION

The Long Beach City Council is responsible for setting the parking rates and charges at the Airport's Parking Facilities through Council resolution. The Operator shall be responsible for charging and collecting from each customer the appropriate parking fees based upon the rates and charges established by the City. The Airport will notify the Operator when new rates or charges have been established, or when temporary changes are made.

2.1.4 Requirements

Operating Budget

A. Submittal

Operator shall submit to the Airport for the Administrator's written approval a draft Operating Budget for the contract year. The draft Operating Budget shall be submitted no later than August 1st of each year for the upcoming contract year. The approved Operating Budget shall be determined as follows:

- The Airport shall provide all projected enplanements for the operator to determine projected revenues.
- The Approved Operating Budget shall divide the projected reimbursable expenses into staffing costs and non-labor expenses.
- The Approved Operating Budget shall be for each month. For staffing costs based on the approved annual staffing plan, the Approved Operating Budget shall identify hourly wages for each category of hourly employee, the estimated number of hours they will work, and the total cost. Salaried employees shall also be identified by salary, the estimated hours they will work, and the total cost. The non-labor related costs shall be identified on a per item basis and the total cost.
- Approved Operating Budget shall also include the Operator Management Fee.

B. Revisions to the Approved Operating Budget

- The Operator shall submit to the Airport for approval a draft Operating Budget for the Airport's next contract year within 60 days of contract award, and annually thereafter, no later than August 1st, during the term of this Agreement and any extensions thereof. The draft Operating Budget shall contain a detailed explanation of all adjustments from the most recent Approved Operating Budget.

- Payment of the Operator Management Fee for the month within which the draft Operating Budget is due and each month thereafter is contingent upon submitting a draft Operating Budget for the upcoming fiscal year.

- Each draft of an Operating Budget shall be based upon the most recent Approved Operating Budget. Any budget increases need to be submitted with justification and approved by the Airport.

- Once approved by the Airport the Approved Operating Budget shall be incorporated into this Agreement as if made by formal amendment to the Agreement.

C. Reimbursement and Payment

In any fiscal year, the Airport shall pay compensation based upon the Approved Operating

Budget as follows:

- Payment of the Operator Management Fee shall be in the amount set forth in the Contract for that fiscal year.
- The Airport shall compensate the Operator for non-labor reimbursable expenses of Operator's payment to its vendor(s). The Operator must provide backup documentation to justify reimbursement.
- The Airport shall compensate the Operator for staff related reimbursable costs at the unit rates set forth in the Contract.
- Each month the Airport will reimburse the Operator for each category of staff related reimbursable expenses up to no more than the total monthly amount set forth for that category in the Approved Operating Budget as that category may from time to time be revised to reflect changes in the annual approved staffing plan. The Airport will reimburse labor expenses exceeding the total monthly amount set forth in the Approved Operating Budget when the occurrence of such excess expenses has been pre-approved in writing by the Airport.

Annual Staffing Plan

The annual staffing plan is a written document developed by the Operator setting forth the base number of employees, including supervisors/managers, which Operator will use to operate the parking facilities during various hours of the day. The annual staffing plan will be based upon generally anticipated normal operations of the Parking Program.

The annual staffing plan is subject to approval and to amendment, as set forth herein, by the Airport. The Operator shall provide the level of staffing at each of the Parking Facilities set forth in the annual staffing plan, as that plan may be amended and approved from time to time by the Airport.

A. Approved Annual Staffing Plans

For each fiscal year, the Operator shall submit a draft annual staffing plan for approval by the Airport concurrent with submitting a draft of the Operating Budget, as required by **Section D.1 Operating Budget**. The Operator shall base each draft annual staffing plan upon the most recent annual staffing plan approved by the Airport. The draft staffing plan shall explain any annual staffing adjustments, including those resulting from the deletion or addition of parking facilities or services, or a change in parking revenue equipment. Once approved by the Airport the annual staffing plan shall be incorporated into this Agreement as if made by formal amendment to the Agreement.

B. Adjustments to Approved Annual Staffing Plans

- The Airport shall have the right to permanently alter the approved annual staffing plan at any time during the fiscal year during which that plan is effective. The Airport shall

provide the Operator written notice of such a permanent change in the annual staffing plan. The annual staffing plan, along with the Approved Operating Budget, shall be amended to reflect such permanent staffing changes and shall be attached to the Operating Agreement as revised exhibits. The Operator shall comply with the annual staffing plan as amended.

- Due to special events and other activities occurring at the Airport, staffing needs at certain Parking Facilities may change on a temporary basis. The Airport shall have the right to make temporary adjustments in staffing needs at particular Parking Facilities, for any reason, at any time. The Airport adjustments to staffing levels may include specifying work shifts by day, hour of day and Parking Facility. The Operator shall comply with the annual staffing plan as amended to accommodate temporary staffing needs.
- Additionally, the Operator shall submit, on a monthly basis if needed, any revisions to the annual staffing plan along with the required monthly reports.
- The Approved Operating Budget shall be adjusted to reflect any changes resulting from the revised annual staffing plan. The Operator shall comply with the staffing levels set forth in the revised annual staffing plan as approved by the Airport.

Employee Recruitment, Duties, and Personnel Management

A. The Operator shall be solely responsible for selecting, hiring, employing, paying, supervising, training, and discharging its personnel pursuant to the following terms and conditions:

- The Operator shall select and hire only persons who are well-qualified to perform the job duties for which they are being hired, who are neat, well groomed, and courteous, and who are capable of acting in the utmost professional manner when interacting with customers and the general public. All employees should be able to effectively communicate in one or more of the following languages: English, Spanish, Khmer, or Tagalog. Employees staffing the Parking Facilities shall wear a conspicuous I.D. badge and distinct uniform, pre-approved by the Airport, identifying such persons as parking service employees of Operator working with the Airport. Uniforms are required to be clean, pressed, and professional in appearance.

- The Operator must provide the titles of all employee positions as well as job duties for each position. Titles and duties might include, but are not limited to:
  - Ambassador/Cashier: Performs duties in the collection of parking fees and provides customer service at Parking Facilities.
  - Maintenance/Janitor/Custodial: Performs duties of Routine Maintenance and Janitorial Services of Parking Facilities.
  - Administrative: Assist in the administration and reporting of parking operations.
  - Manager/Supervisor: Assist the General Manager regarding day-to-day

operations and staffing issues.

- General Manager: Responsible for the day-to-day management, supervision, and operation of all Parking Facilities. General Manager must be full time on site. During the hours that the General Manager is managing, supervising, and operating the Parking Facilities, he/she shall not simultaneously be responsible for managing, supervising, or operating any other non-Airport parking operations. General Manager shall have experience with similar types of revenue control systems used by the Airport, and shall have expertise in the operation, management, and maintenance of parking facilities in a market similar to the market in which the Parking Facilities are located.

A. Operator shall ensure that at least one (1) employee having decision-making authority with regard to the operation, management and maintenance of the Parking Facilities, is available to the Airport by mobile phone twenty-four (24) hours a day, seven (7) days a week.

B. Airport maintains approval rights for the appointing of the General Manager position. The Airport reserves the right to request that an employee be replaced at any time without cause.

C. In the case of theft or deliberate damage to the Airport or customer property by an employee of the Operator, the Operator shall submit to the Airport a report which identifies the name and job title of the employee who committed the theft or damage, the amount of the theft or damage as can best be determined, and the action which the Operator either has taken or proposes to take. Theft includes, but is not limited to, intentionally failing to issue a parking ticket to a customer, intentionally failing to turn in all parking tickets at end of a shift, taking of cash receipts, intentionally mischarging customers, taking any part of a customer's vehicle, or taking any article left in or on a customer's vehicle. The Operator shall inform all personnel of this requirement and require that they fully abide by it.

Employee Training

The Operator shall provide in-service training programs for its employees who work at any of the Parking Facilities in their respective job duties. Operator shall conduct employee training sessions on topics such as customer service training, operating cash management systems, ethnic sensitivity training, dealing with persons with disabilities, safety, etc.

A. <u>Customer Service Training</u>

- The General Manager shall also be responsible for ensuring that all employees who have public contact complete the required Customer Service Training Program.
- For new employees, training in the Customer Service Training Program shall be a mandatory part of their orientation, and each employee must complete the training within the first 10 days of employment.
- All employees shall be required to complete a documented refresher course at a minimum, on an annual basis.
- The Customer Service Training Program and curriculum shall address the following objectives:
    - Increasing customer service skills, specifically increasing abilities in both verbal and non-verbal communication with customers by providing standard greetings, ways to deal with conflict, and resources to consult when asked questions beyond their knowledge.
    - Knowledge and proper use of the Airport's "Brand," including (but not limited to) its fonts, logos, themes, and slogans to impart the focus and personality of "America's Coolest Airport" and "Where the Going is Easy" as an essential part of the customer experience.
- Operator shall be responsible for the conduct, demeanor, and appearance of its employees while on or about Airport Property or while acting in the course and scope of employment.
- Staff members shall be neat and clean and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.
- Staff members shall be trained as to the purpose of their positions and the importance of performing their jobs according to the Airport's operating instructions.
- All employees, at all times, are to be polite and courteous in their dealings with customers, treating the public with care and respect.
- All employees are to be attentive, alert, and responsive to all customers' issues, needs, comments or complaints.
- All employees are to speak clearly and in a professional manner while interacting with, and aiding, each customer.

B. Revenue Control Equipment Training

The Operator shall have employees that are trained on the PARCS. Such training shall include, but not be limited to, the following:

- Processing Transactions/Tickets (including pre-pay and post-pay transactions).
- Creation, processing and reconciliation of validations.
- Processing of Exception Tickets, including lost ticket, unreadable validation and unreadable tickets.
- Setting parking rates (including pre-pay and flat fee rates).
- Activating and deactivating parking access cards.
- Installing tickets & receipt tape in equipment.
- Collection and reconciliation of revenue from equipment.
- Produce system reports (i.e. event/alarm reports, parking access card reports including active parking cards, pass back, active cards, paid and unpaid parking cards; cashier transaction reports as needed to review exception, prepay and other activity as needed; cashier shift, facility daily and month end reports as needed and validation activity report - revenue reduction report).
- Perform routine maintenance and minor repairs.

Cash Handling Procedures and Requirements

A. General Requirements

- All monies collected by the Operator as part of any parking program become the sole property of the Airport when collected.
- Until monies charged and collected by the Operator on behalf of the Airport are transferred out of Operator's custody in a manner approved by the Airport, the Operator shall assume all risk of loss of such monies, including, but not limited to, loss by damage, destruction, disappearance, theft, fraud, counterfeit bills/coins, or dishonesty.
- The amount of any parking fees undercharged, lost, not collected, not deposited, or not turned in by the cashier shall be paid by the Operator to the Airport, unless the Operator can justify the discrepancy, in writing, as the fault of the Airport to the satisfaction of the Airport within thirty (30) days of the discrepancy. The value of parking fees for each unaccounted-for motor vehicle are to be calculated as the maximum daily rate in effect for the Parking Facility at which the discrepancy occurred.
- All amounts overcharged by the Operator and all amounts received by the Operator, in excess of those reported, shall be paid to the Airport by the Operator regardless of the amount or the reason for the overcharge.
- All amounts of monies owed to the Airport by the Operator according to this subsection shall be deducted from the monthly payment to the Operator.

- Operator shall accept cash, credit, and debit cards/systems as payment as appropriate.

- If a Customer requires a refund, the Operator shall inform the Airport and provide backup documentation and then the Airport will issue a refund.

- Gross Daily Collections charged and collected by Operator shall be reported and deposited by each Parking Facility by Operator pursuant to the City's Cash Policy, attached hereto as **Appendix C-1 – Cash Handling Policy**. At minimum, Operator shall meet all specifications and requirements of this policy. The Airport is authorized to promulgate reasonable rules, policies and regulations concerning the collection and disposition of Airport funds that do not otherwise conflict with this policy.

B. Gross Daily Collections shall be transported to the Airport's designated depository within 24 hours of receipt or no later than the end of the next Business Day.

C. The Operator's obligation to deposit Gross Daily Collections shall survive the expiration or earlier termination of this Agreement.

- Operator shall maintain compliance with Payment Card Industry (PCI) Security Council standards.

- Operator shall immediately document and report any malfunctioning revenue control equipment to the designated maintenance vendor and subsequently notify the Airport of the problem and the status of its resolution.

- Reports must be available in electronic and hard copy format on an as needed basis. Airport shall have the ability to access Operator's revenue reporting system to view and print revenue and expense reports. The Airport has the right to any other financial or operating information that may be reasonably required from time to time by the Airport.

- The Operator shall keep separate and distinct its auditing and cash handling duties. Those employees of the Operator responsible for auditing and reconciliation of records shall not be involved in the collection or handling of parking fees, or vice versa, without the Airport's prior written approval.

D. <u>Monthly Parking</u>

The Airport monthly parking program consists of but is not limited to, Airport tenant employee parking and rental car storage on an as-needed basis. Operator must issue access cards to monthly parkers and edit the monthly parking inventory as needed. Prior to the beginning of each month, the Operator shall charge and collect appropriate monthly parking fees from

Monthly Parking Customers. The Operator should notify Monthly Parking Customers that their parking access could be suspended if payment isn't received in a timely manner.

E. Daily Parking

- Pay-on-foot Program: Both Parking Structures contain pay-on-foot machines for daily customers. Pay-on foot machines may be added or deleted from the Parking Facilities as Airport sees fit. The Operator shall operate and manage these Parking Facilities as follows:

- On a schedule designated by the Airport, the Operator shall collect all parking fees deposited into the pay-on-foot machines and shall inspect and test the machines for any malfunctions.
- Pay-on-foot revenue shall be counted in dual custody, and a bank deposit slip for each pay-on-foot revenue box shall be completed. Supervisory staff shall secure the deposit in a drop safe.
- The Operator shall provide the Airport with reports and audits of the pay-on-foot parking program.

F. Cashiered Parking

- At each Parking Facility, the Operator shall collect from each customer the fee specified by the City Council.
- The Operator shall accept from customers only those validation forms that have been approved by the Airport. The Operator shall credit customers with the value of any such validation and charge and collect any remaining parking fees that are owed.
- During those days and hours directed by the Airport, the Operator may permit customers to park in a Parking Facility without paying a parking fee. During such times, the Operator shall continue to operate and manage the Parking Facility pursuant to the Operating Agreement, except for the parking fee and collection procedures.
- The Operator shall be responsible for collecting all revenues related to Promissory Notes or insufficient fund transactions. A report of all insufficient funds collected and outstanding will need to be provided to the Airport on a monthly basis. All attempts in collecting this revenue will also need to be documented.

G. Tickets

- The Operator shall be responsible for custody, control, and safekeeping of the necessary parking tickets for payment parking.
- Any parking ticket that the Operator cannot account for to the satisfaction of the Airport shall be deemed to have been issued by the Operator to a customer.
- The Operator shall ensure that each customer entering a Parking Facility is issued a

parking ticket. The Operator shall issue such parking ticket manually at those Parking Facilities when such machines are not functioning properly.

- At those Parking Facilities where the customer pays the parking fee upon exiting the Facilities, the Operator shall, at the time such customer exits, collect and retain the parking ticket issued upon entry.
- The Operator shall be responsible for accounting for each parking ticket issued, whether issued manually or by machine, to each parking ticket collected.
- The Operator shall pay to the Airport the parking rate applicable to each unaccounted for parking ticket to be calculated as the maximum daily rate in effect for the Parking Facility, unless the Operator can explain the discrepancy, in writing, to the satisfaction of the Airport.

Record To Be Maintained

The Operator shall maintain certain records, including books of account, ledgers, vouchers, invoices, canceled checks, journals and records of account (collectively, "Records") evidencing and documenting all charges, expenditures, disbursements, and money transactions relating to the Operator's operation, management, and supervision of the Parking Facilities.

The Records required to be maintained must adhere to the following standards:

- All Records shall be kept in accordance with generally accepted accounting principles.
- Records must be kept for a minimum of three (3) years, or as required by law, whichever is later.
- Records must be made available for inspection, copying or audit at any time during regular business hours, upon request by the City Attorney, City Auditor, City Manager, Airport, or a designated representative of any of these officers. The Operator shall provide copies of Records to the Airport for inspection at, Airport, when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the books and records shall be available at the Operator's Office.
- Where the Airport has reason to believe that the Operator's Records may be lost or discarded due to dissolution, disbandment or termination of the Operator's business, the Airport may require that custody of the books, records and documents be given to the Airport and that they be maintained, at the Airport. Any party authorized by the Operator, the Operator's representatives, or the Operator's successor- in-interest, may have access to the Operator's Records maintained at Airport or other appropriate Airport location.

Auditing

A. External Audits

- Operator shall obtain the services of an independent firm, approved by the Airport, that specializes in the auditing of parking facilities, to perform an operational and fiscal audit of all Parking Facilities on an annual basis. Before initiating the annual audit, the audit program, including the specific auditor, its cost, and the scope of the audit, must be approved in writing by the Airport. The audit should be conducted on behalf of, and for the exclusive benefit of, the Airport.
- Operator shall provide the Airport with a copy of the results of the annual audit 90 days after the contract year, outlining any deficiencies noted, along with recommendations on how each deficiency should be remedied. Before implementing any of the proposed remedies, the Operator shall obtain the written approval of the Airport.

B. Internal Audits

- Operator shall develop and recommend an audit program within 30 days of the contract for approval by the Airport for all Parking Facilities. The audit program should be designed to cover all operational and fiscal elements of the parking operations, both at the facilities and in the Parking Office, and be updated as necessary. The fiscal audits should include daily, monthly, and validated revenues collected and reported from each facility. The audit program should include frequency and timing of audits.
- Operator shall provide the Airport with a copy of the results of all audits, outlining any deficiencies noted, along with recommendations on how each deficiency should be remedied. Before implementing any of the proposed remedies, the Operator shall obtain the written approval of the Airport.

C. Unscheduled Audits

Unscheduled audits, of financial records or other business documents kept as a result of a contract with the Airport, will be conducted when requested by the City, at the expense of the Operator. Results of such an audit will be submitted to the City within a 30 day period after the request for audit by the City. If an audit is required involving City employed, or contracted auditors, all financial records or other business documents kept as a result of a contract with the Airport, will be provided complete and within a timely manner at no additional expense to the Airport other than reasonable copy fees, if incurred. The cost for such an audit may be incurred by both the City and/or the Operator as mutually agreed. However, should the audit result in monies owed to the Airport by the Operator, all costs of such an audit will be paid by the Operator.

Operating Procedures

The Operator shall be responsible for developing written procedures relating to the management, operation, and maintenance of the Parking Facilities. Operating procedures will not conflict with Airport rules and regulations. All such guidelines, procedures and directions shall be consistent with the terms and conditions of this Agreement. To the extent that such guidelines, procedures, and directions are inconsistent with the Agreement, the Agreement shall control. Within thirty (30) days after award of this Operating Agreement first becomes effective, a copy of the written procedures for operations, management, maintenance, cash handling, and auditing procedures for each Parking Facility shall be submitted for review and approval to the Airport. Thereafter, the Operator shall make necessary revisions on an as needed basis, submitted to, and approved in writing by the Airport.

2.2 Performance Metrics & Contract Management

2.2.1 Performance Metrics

The table below highlights the targets that will be tracked and reviewed collaboratively with the awarded contractor during the contract. This list is an indication of the performance metrics of interest to the Airport and is not exhaustive or final. As a part of a response to this RFP, Proposers may propose additional or alternative performance metrics to be tracked on a regular basis. The final set of performance metrics and frequency of collection will be negotiated by the successful Proposer and the Airport prior to the finalization of an agreement between parties and may be adjusted over time as needed.

METRIC	DESCRIPTION	TARGET	DATA SOURCE
1. Parking occupancy	Will increase parking volume at the Airport	Matching or exceeding previous year's parking occupancy	Contractor reporting
2. Parking revenue	Will increase parking revenue at the Airport	Matching or exceeding previous year's parking revenue	Contractor reporting
3. Budget performance	Expense containment	To not exceed Approved Operating Budget	Contractor reporting
4. PARCS procurement	Will procure PARCS for the Airport	Procured in timely manner, favorable financial terms	Contractor reporting, Airport evaluation
5. PARCS installation	Will install PARCS for the Airport	Installed timely and within budget	Contractor reporting, Airport evaluation

6. PARCS operation	PARCS improvements	Works well, is maintained, doesn't break down	Contractor reporting, Airport evaluation
7. Online booking	Online parking reservations	Success of the program	Contractor reporting
8. VIP Program	Preferred parker program	Success of the program	Contractor reporting

2.2.2 Contract Management

Communication and Management: Contractor should schedule monthly, quarterly, and annual meetings with the Airport to discuss the corresponding reports. The Airport will conduct the monthly meetings with the General Manager. Operator's corporate staff can participate as needed.

Performance Reports: The Operator shall provide the Airport with the following documents:

A. Daily Reports

- Provide Daily Revenue Report reconciling daily cash and credit card deposits to revenue report. Daily Revenue Reports shall include related back-up documentation for review by Airport accounting staff.

- Operator shall provide a Daily Inspection Report for each parking area. Reports shall include name of employee performing the inspection, date and time of inspection, and any safety, maintenance, or janitorial issues at each parking area.

B. Monthly Reports

No later than the 15th day of the month the Operator shall file with the Airport a report of parking operations at the Parking Facilities for the preceding month. Each report should contain the following information:

A Revenue and Expenditures Report which includes:

- All parking fees, charges and monies collected at each of the Parking Facilities, and of all parking fees, charges, and monies deposited into the Airport's account.

- Supporting documentation, of all revenues collected, and expenses paid.

- Any other financial or operating information that may be reasonably required from time to time by the Airport.

- A comparison of the current month and year-to-date actual expenses to the relevant budgeted expenses, calculations of monthly and year- to-date variances from the

approved budget, appropriate descriptions of any significant monthly or year-to-date variances, and a revised, annualized projection of monies to be collected and expenses to be paid for the balance of the contract year.

- All uncollected/insufficient fund transactions (IOU), including the individual user's name, and/or company or business name, address, vehicle license plate number(s) and phone number(s).

C. A Facility Status Report

- The physical status/condition of the Parking Facilities, including summaries of any damage and any unusual or significant maintenance activities that occurred during the month or that are anticipated to occur within the upcoming months.

- Each and every malfunction of the PARCS. Such documentation shall include, but not be limited to, identifying the specific component of the PARCS that malfunctioned, the nature of the malfunction, the time of the malfunction, any maintenance or repair procedures that were performed on PARCS, the individual who performed the repairs or maintenance, and any other reasonably related information that may be required by the Airport.

D. A Reconciliation Report

- A reconciliation of accounts receivable for monthly permits (aging report – 90 days), including but not limited to, key card number, individual user name and/or company or business name, address, vehicle license plate number(s) and phone number(s).

- A reconciliation of monthly permits in which payment has not been received, included but not limited to, key card number, individual user name and/or Service Contract company or business name, address and phone numbers, and by whom and the date the monthly permit was deactivated. Permits issued via contracted on-line system shall also be included in this reconciliation.

- A reconciliation of the number of revenue transactions conducted, the number of motor vehicles that have entered and exited the Parking Facilities, and the number of tickets issued, separated by Facilities. The Operator shall pay to the Airport the parking rate applicable to each unaccounted-for parking ticket or vehicle to be calculated as the maximum daily rate in effect for the Parking Facility unless the Operator can explain the discrepancy, in writing, to the satisfaction of the Airport.

- A reconciliation of the daily deposits to the monthly bank statement.

E. Quarterly Reports

On or before the end of each quarter the Operator shall provide a report including the following:

- Summary of monthly data for the previous quarter
- Internal Audits conducted by Operator during the quarter.
- Suggestions on Parking Facility operations to improve customer service, reduce costs and enhance revenues. Suggestions must be substantive and thoughtful, with ideas sufficiently specified that they may be implemented. The Airport shall be responsible for reviewing the suggestions and implementing the appropriate suggestion(s).
- Review of Key Performance Indicators (KPIs)
- An inventory of all property and equipment used in connection with the Parking Facilities
- Reported thefts, vandalism or damage to Airport property, Parking Facilities or customer vehicles and/or property
- Customer complaints, status and resolutions

F. Annual Reports

On or before November 1st of each contract year, the Operator shall provide the Airport with a high-level summary for the previous contract year of the following:

- Financial Performance
- Audit conducted per Section 8.B External Audits
- Industry Key Performance Indicators (KPIs)
- Forecast for the next contract year

Contract Payment

This is a management contract. The City of Long Beach issues payment based upon services rendered. After the contract is finalized and work is performed, the Contractor should invoice the Airport monthly for the agreed upon management fee, labor and non-labor expenses and include backup documentation. The Airport will remit payment within 45 calendar days of being billed.

3 How We Choose

3.1 Minimum Qualifications

- Qualification to conduct business in the City
- Not having been debarred by Federal, State or local government

3.2 Evaluation Criteria

Proposals shall be consistently evaluated based upon the following criteria:

CRITERIA
1. Organizational Capacity & Experience • Has current airport clients • Experience procuring, installing, operating, and maintaining PARCS for airports • Experience providing Core and Additional Services as listed in Sections 2.1A and 2.1B • Positive relationships with vendors • Availability of key personnel
2. Method of Approach • Technical and financial requirements as specified in the RFP • Feasibility, timeline of implementation
3. Communications & Reporting • Report samples
4. Reasonableness of Cost • Implementation costs • PARCS estimate • Estimated annual budget • Management fee

3.3 Selection Process & Timelines

EVALUATION STAGE	ESTIMATED DATE	DESCRIPTION
Evaluation of Narrative & Cost Proposals	October 2022	• An Evaluation Committee will review Narrative & Cost Proposals to select the proposal that best meets the needs of the City. • Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.
[Interviews/ Demos/ Site Visits]	October 2022	• A mandatory site visit will be required for all Proposers • The Airport will interview the final round of Proposers
Negotiation & Contractor Selection	November 2022	• Selected Contractor(s) will be notified in writing. • Any award is contingent upon the successful negotiation of final contract

		terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP. • Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.
Estimated Contract Execution	December 2022	
[Proposer Debrief]	After Contractor is Selected	• Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.

4 Proposal Instructions & Content

4.1 Proposal Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	September 15, 2022	
Mandatory Pre-Proposal Meeting	10:00AM September 29, 2022	• 4100 E Donald Douglas Dr. Long Beach 90815 • RSVPs are required • Parking will be available in Parking Structure A or B. Parking will not be validated. • Attendees will tour the Parking Structures and Surface Lots
Questions due to the City	11:00AM October 6 2022	• Submit all inquiries via email to rfppurchasing@longbeach.gov
Posting of the Q&A	October 13, 2022	• Responses to the questions will be posted on the City's Long Beach Buys portal, available at

		https://longbeachbuys.buyspeed.com/bso/view/homepage/homePage.xhtml.

Proposals due	11:00AM October 20, 2022	• Proposals should be submitted electronically via the City's Long Beach Buys portal, available at https://longbeachbuys.buyspeed.com/bso/view/homepage/homePage.xhtml.
		• Late proposals, or proposals submitted through other channels will not be accepted.
		• Proposers are responsible for submitting their proposals completely and on time.
		  o Proposers will receive an e-bid confirmation number with a time stamp from Long Beach Buys indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully.
		  o Technical support is available by phone at (562) 570-6200
		  o Support resources including a list of Frequently Asked Questions are available on Long Beach Buys at https://longbeachbuys.buyspeed.com/bso/view/homepage/homePage.xhtml.

4.2 Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal.

	PROPOSAL	
☐	Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Guidance on preparing a Narrative Proposal is detailed below in Section 4.3.
☐	Cost Proposal	The Cost Proposal should not exceed 10 pages and should include: • Management Fee (monthly, annual, etc.) • Annual Budget • Transition Costs – Higher monthly cost in the first three months of contract is to be expected • Estimated PARCS cost • Estimates for Additional/Optional Services • Estimated Parking Revenue
	PROPOSAL APPENDICES	
☐	Financial Stability	Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor. • Financial Statement or Annual Report • Business tax return • Statement of income and related earnings
☐	Other Addenda (if applicable)	Colored displays, promotional materials, and other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative or Cost Proposal.
	MANDATORY ATTACHMENTS | *The following are included as Attachments in Long Beach Buys. They must be signed by the individual legally authorized to bind the Proposer.*	
☐	A. Authorization & Certification	
☐	B. Equal Benefits Ordinance (EBO) Form	
	NON-MANDATORY ATTACHMENTS | *The following are required for awarded Contractors prior to contract execution. If possible, Proposers are encouraged to include this information as part of their proposal to expedite processing.*	
☐	C. W-9	
☐	D. Business License	
☐	E. Proof of Registration with Secretary of State	

☐ **Long Beach Buys** | *Ensure your organization's Long Beach Buys profile is up to date, including an email address, phone number, and for any socioeconomic classifications you may qualify for.*

4.3 Narrative Proposal Template

Proposers should develop a narrative proposal that includes the following information and does not exceed 20 pages.

Organizational Capacity & Experience

- Why the Proposer is qualified to provide the services described in this RFP.
- The length of time the Proposer has been providing the services described in this RFP.
- Contact information for airports Proposer is currently servicing (References)
- Subcontractors, if any, and contact information
- Staffing Plan
- Staff Training Requirements
- Key staff involved in Proposal

Method of Approach

- Proposers should outline their experience with these services, how and when they would implement them:
    - Fee Collection and Payment to Airport
    - Monitoring of Parking Facilities
    - Parking Way Finding
    - License Plate Inventory
    - Special Event Parking Services
    - Routine Maintenance and General Repairs
    - Smart Parking (Section 2.1.A.8)
    - Additional Services (Section 2.1.B)
    - Transitioning to cashless operations
- Summarize implementation timeline with key milestones
- Describe Proposer's ability to mitigate/address risks, operational, and technical challenges
- How would Proposer support the Airport brand of being "America's Coolest Airport" and "Where the Going is Easy"

Communication and Reporting

- Sample of Annual Revenue Report
- List of Key Performance Indicators and how they will be monitored

PROPOSER CONTACT INFORMATION		
Organization	Company Name	
	Company Address	
	Website	
	Federal Tax ID Number	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?		☐ Non-Profit
		☐ Sole Proprietorship
		☐ General Partnership
		☐ Corporation *State and Date of incorporation:* _____
		☐ Limited Liability Company
		☐ Other _____
REFERENCES		
Reference 1	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 2	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 3	Company	
	Project Manager	

	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 4	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 5	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	

SUB-CONTRACTOR CONTACT INFORMATION (if applicable) *Please provide this information for all subcontractors included in this proposal.*		
Organization	Company Name	
	Company Address	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
SUBCONTRACTOR CAPACITY & EXPERIENCE		
What type of enterprise is the organization?		☐ Non-Profit
		☐ Sole Proprietorship
		☐ General Partnership
		☐ Corporation *State and Date of incorporation:* _____
		☐ Limited Liability Company

	☐ Other _____
Which specific requirements of this RFP will the subcontractor perform?	
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.	
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).	
Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).	
How many employees does the organization have nationally, locally, and residing in Long Beach?	
Where are the representative(s) that would service the City's account located?	

5 Terms & Conditions

5.1 Acronyms/Definitions

1. Airport: Long Beach Airport. Airport and City may be used interchangeably
2. Awarded Contractor: The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
3. City: The City of Long Beach and any department or agency identified herein.
4. Contractor / Proposer: Organization/individual submitting a proposal in response to this RFP.
5. Department / Division: City of Long Beach, Long Beach Airport
6. Evaluation Committee: An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
7. LGB: Long Beach Airport
8. May: Indicates something that is not mandatory but permissible.
9. RFP: Request for Proposals.
10. PARCS: Parking Access Revenue Control System
11. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
12. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
13. Subcontractor: Third party not directly employed by the Proposer who will provide services identified in this RFP.

5.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.

5. The City reserves the right to waive informalities and minor irregularities in proposals received.

6. The City reserves the right to reject any or all proposals received prior to contract award.

7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.

8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.

9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.

10. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.

11. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.

12. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

13. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

14. Proposals may be withdrawn by written notice received prior to the proposal opening time.

15. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor or prospective Contractor.

16. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

17. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.

18. Proposal will become public record after the proposed award of a contract by staff unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

19. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.

20. If the Contractor elects to use subcontractors, the City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.

21. Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

22. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

23. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded

Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

24. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

25. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

26. The City will not be liable for Federal, State, or Local excise taxes.

27. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.

28. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.

29. Proposals shall be kept confidential until a contract is proposed to be awarded by staff.

30. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.

31. Proposers are advised that any contract awarded pursuant to this procurement process that exceeds $100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to Attachment G for further information regarding the requirements of the ordinance. If Attachment G is not present in the RFP, the Equal Benefits Ordinance does not apply to this procurement.

32. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

5.3 Contract Terms & Conditions

1. The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.

2. The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.

3. The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. Additional information is available at www.longbeach.gov/finance/business_license.

4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

5. A. **Indemnification.**

   Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

   B. Insurance.

   As a condition precedent to the effectiveness of this Contract, CONTRACTOR shall procure and maintain at CONTRACTOR'S expense for the duration of this Contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- Commercial general liability insurance equivalent in coverage scope to ISO form CG 00 01 naming the City of Long Beach, its departments, officials, employees, and agents as additional insureds on an endorsement equivalent in coverage scope to ISO form CG 20 26 11 85 and from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the CONTRACTOR other than claims caused by the operation of automobiles in an amount not less than One Million Dollars (US $1,000,000) per occurrence. If the policy contains a general aggregate, it shall be in an amount not less than Two Million Dollars (US $2,000,000) general aggregate.
- Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US $1,000,000) per accident or occupational illness. Contractor agrees to obtain and furnish evidence to City of the waiver of Contractor's workers' compensation insurance carrier's right of subrogation against the City.
- Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 in an amount not less than Five Hundred Thousand Dollars (US $500,000) combined single limit (CSL) covering Symbol 1 ("any auto").
- Garagekeeper's legal liability insurance in an amount not less than Two Million Dollars (US $2,000,000).
- Special Perils ("All Risk") property insurance in an amount sufficient to cover the full replacement value of Contractor's personal property, improvements, and equipment and the personal property and equipment of others in Contractor's care, custody, or control on City Premises. With respect to damage to property, City and Contractor hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.
- Cyberspace/online liability, including, but not limited to, electronic data processing liability and electronic errors and omissions liability, in an amount not less than One Million Dollars ($1,000,000) per claim covering the services provided pursuant to this Contract.
- Commercial Crime Insurance including, but not limited to, Computer Fraud (Employee Dishonesty and Theft) in an amount not less than the greater of Two Hundred Fifty Thousand Dollars ($250,000) or the maximum amount of collected funds held on behalf of City at any one time related to the services provided pursuant to this Contract. The City shall be named loss payee as its interests may appear.
- Umbrella liability in excess of all liability coverages from above in an amount not less than One Million Dollars ($1,000,000) per claim covering the services provided pursuant to this Contract.

Any self-insurance program or self-insurance retention must be approved separately in writing by CITY and shall protect the City of Long Beach, its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state

that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to CITY, and shall be primary and not contributing to any other insurance or self-insurance maintained by CITY.

Any subcontractors which CONTRACTOR may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section.

CONTRACTOR shall deliver to CITY certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless CITY Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit CONTRACTOR'S liability relating to performance under this Contract. CITY reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of CITY Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

6. In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

7. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

8. If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.

9. If the Contractor elects to use subcontractors, the Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

10. The provisions of this Section shall survive the expiration or termination of this Contract.

5.4 Protest Procedures

Who May Protest

Only a Proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's electronic bid notification system at http://www.longbeach.gov/purchasing. A Proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest to the email address provided in the protest. This decision shall be final.

Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

Attachment A: Authorization & Certification

I certify that:

i. I am authorized to submit this Request for Proposals on behalf of the organization above.

ii. I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions to the terms and conditions that will be requested have been documented in the table below, Exceptions to Terms & Conditions.

iii. The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

iv. This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal and the Proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other Proposer.

v. In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Furthermore, as a current or potential Contractor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

i. Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;

ii. Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;

iii. Do not presently have a proposed debarment proceeding pending;

iv. Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;

v. Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

vi. If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

vii. Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Name	Signature	Date

Exceptions to Terms & Conditions

EXCEPTIONS TO TERMS AND CONDITIONS (IF APPLICABLE) *Exceptions to terms and conditions are uncommon, and Proposers are not encouraged to take exception to terms and conditions. However, in the event there are terms that should be reviewed as part of potential negotiation of a final contract, they should be listed here. The City of Long Beach has no obligation to accept any exceptions to terms and conditions. Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.*	
Term & Condition Number	Explanation of Objection

Attachment B

Equal Benefits Ordinance (EBO)

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance o f the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of $100,000 or more

- For-profit entities that generate $350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name:_____ Title:_____

Signature:_____ Date:_____

Business Entity Name:_____

CERTIFICATION OF COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: _____ Federal Tax ID No. _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. _____Yes _____No

B. Does your company provide (or make available at the employees' expense) any employee benefits? _____Yes _____No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)

C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
_____Yes _____No

D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
_____Yes _____No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? _____Yes ____No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____Yes ____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this ____ day of _____, 20__, at _____, _____

Name_____ Signature_____

Title_____ Federal Tax ID No._____

ATTACHMENT C

W-9 Request for Taxpayer Identification Number and Certification

Form-Fillable PDF available at http://www.irs.gov/pub/irs-pdf/fw9.pdf

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ATTACHMENT D

Business License

City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attachment E

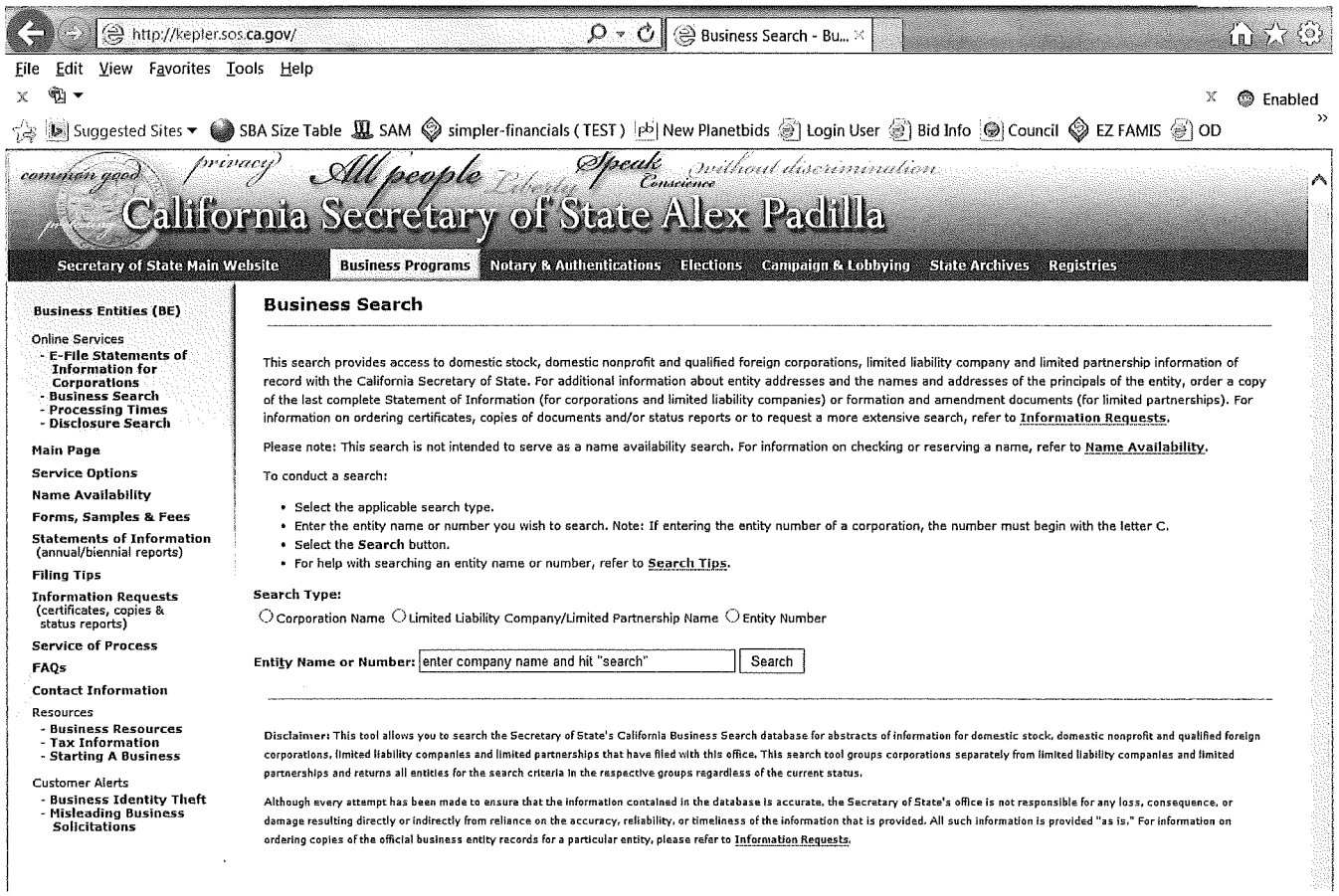
Secretary of State Certification

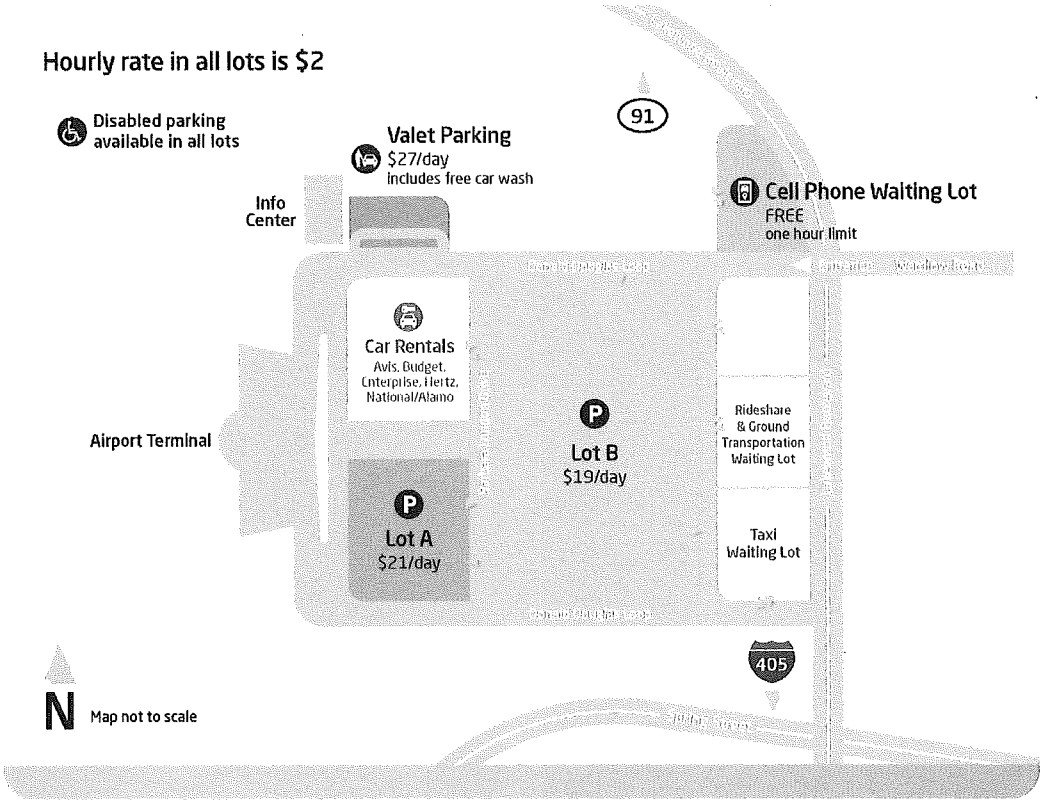
Please provide print out showing your business is registered with the California Secretary of State.

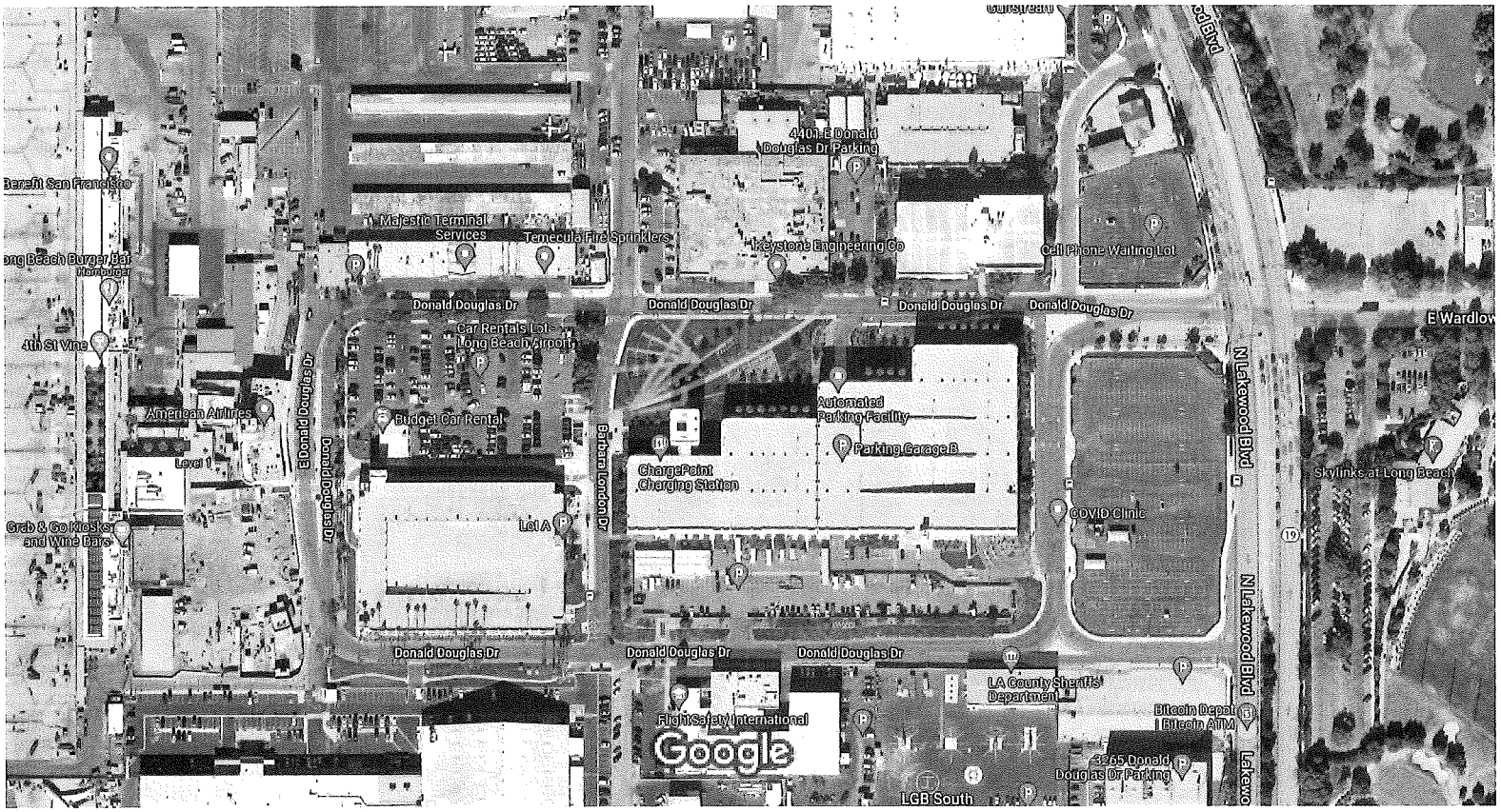
(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.kepler.sos.ca.gov/




Hourly rate in all lots is $2
Disabled parking available in all lots
Valet Parking
$27/day
includes free car wash
Info Center
91
Cell Phone Waiting Lot
FREE
one hour limit
Car Rentals
Avis, Budget, Enterprise, Hertz, National/Alamo
Airport Terminal
Lot B
$19/day
Rideshare & Ground Transportation Waiting Lot
Lot A
$21/day
Taxi Waiting Lot
405
N
Map not to scale


Majestic Terminal Services
Temecula Fire Sprinklers
Keystone Engineering Co
Cell Phone Waiting Lot
Donald Douglas Dr
Car Rentals Lot - Long Beach Airport
Budget Car Rental
American Airlines
Level 1
Grab & Go Kiosks and Wine Bars
Lot A
Automated Parking Facility
Parking Garage B
ChargePoint Charging Station
COVID Clinic
Skylinks at Long Beach
E Wardlow
N Lakewood Blvd
Barbara London Dr
E Donald Douglas Dr
LA County Sheriff's Department
Bitcoin Depot | Bitcoin ATM
Flight Safety International
LGB South
Google

Existing Equipment Summary

PARKING STRUCTURE A	QUANTITY
BOOTH	
Booth near Exit Lanes - AC/Heat, tinted glass, locking cabinets	1
SKIDATA Desktop Coder Unlimited	1
SKIDATA 582 Board	1
17" flat screen monitor	1
SKIDATA large keyboard	1
Large Fee Display	1
UPS for PC	1
Cashdrawer for Booth	1
Epson Receipt Printer	1
Handset - Master Intercom	1
Protection Post	3
Offset Protection Post	3
ENTRY LANES	
Barrier Gate	2
Illuminated Straight Fiberglass Barrier Beam	2
Dual Channel Detector	2
Entry Column w/ Color Graphic Screen, CODER Unlimited - Intercom	2
RFID Cardreader for Skidata Smart Cards	2
EXIT LANES	
Barrier Gate	3
Illuminated Straight fiberglass barrier beam	3
Dual Channel Detector	3
Exit Column reads tickets in 2 of 4 directions Credit Card in 1 of 4 directions w/Integrated Intercom	2
Bar Code Reads in 4 directions	2
Magnetic Stripe Reads in 2 directions	2
RFID Cardreader for Skidata Smart Cards	2

PARKING STRUCTURE B	QUANTITY
BOOTH	
Booth near Exit lanes - AC/Heat, tinted glass, locking cabinets	1
SKIDATA PC Workstation (SKIDATA MPS)	1
SKIDATA Desktop Coder Unlimited	1
SKIDATA 582 Board	1
21" flat screen monitor	1
SKIDATA large keyboard	1
Large Fee Display	1
UPS for PC	1
Cashdrawer for Booth	1
Epson Receipt Printer	1
Handset - Master Intercom	1
Protection Post	8
Offset Protection Post	9
ENTRY LANES	
Barrier Gate	4
Illuminated Straight Fiberglass Barrier Beam	4
Dual Channel Detector	4
Entry Column w/Color Graphic Screen, CODER unlimited - Intercom	4
RFID Cardreader for SKIDATA Smart Cards	4
EXIT LANES	
Barrier Gate	5
Illuminated Straight Fiberglass Barrier Beam	5
Dual Channel Detector	5
Exit Column Reads Tickets in 2 of 4 Directions Credit Card in 1 of 4 directions w/ Integrated Intercom	4
Bar Code Reads in 4 Directions	4
Magnetic Stripe Reads in 2 Directions	4
RFID Cardreader for SKIDATA Smart Cards	4

SKIDATA	QUANTITY
SOFTWARE MODULES	
SKIDATA Standard Software	1
SKIDATA Active Licenses	195
SERVER	
HP/SKIDATA Server for Large Project	1
HP SQL Server - separate	1
Secure Communication Rack Mid-Atlantic	1
CREDIT CARD ACCEPTANCE	
Card Solution Credit Card Process Primary	1
WORK STATIONS IN THE PARKING OFFICE	
SKIDATA PC Workstation (SKIDATA MPS)	1
SKIDATA Desktop Coder	1
SKIDATA Coding Unit Key Detector	1
17" Flat Panel Monitor for Workstation	1
KVM switch	1

UPS for PC	1
Dell High Speed Laser Jet Printer	1
COMMEND INTERCOM SYSTEM SERVER	
Server and Base Software and subscriber cards	1
Lan Card for Intercom	1
Handset - Master Intercom	1
KEY CARDS	
SKIDATA SmartCard	600+
SKIDATA PAY ON FOOT	
Credit Cash POF	1
Credit Only POF	3
Illumination Bar	3
Magnetic Stripe Reads in 2 Directions	3
LPI LICENSE PLATE INVENTORY	
ParkTrak LPI software, for PC	1
Dell PC for ParkTrak LPI	1
M3 Handheld for LPI	3
ParkTrak Handheld software, auto capture software	3
M3 protective case for handheld	3
ParkTrak SKIDATA software interface	1
M3 - 4 unit Charging Station	1
Yearly Maintenance and Subscription	3
MONUMENT SIGN FOR FLOOR COUNTS	
Monument Sign Red/Green 7 inch letter 5 levels	1
A/B Logic Loop Detector	16
SKIDATA Storey computer and accessories	1

CCTV - CAMERAS AND RECORDING

3 MegaPixel - CCTV outdoor Day/Night Color Wide Dynamic Range Camera	16
8 ' Steel Pedastal for CCTV camera in lane	2
Digital Video Recorder - American Dynamics	1
CCTV 21 inch color monitor	1

SUBJECT: PROCEDURES FOR CASH HANDLING

I. PURPOSE:

The City of Long Beach's central cashiering function is performed by the City's Financial Management Department, Financial Services Division. Other departments receive cash, checks and credit card charges for services, and authorized employees share the responsibility for stewardship of financial assets for the City.

The purpose of this regulation is to establish uniform policies and procedures for Cash Handling to safeguard public funds and prevent mishandling of cash. Authorization and control of cash for all departments shall be executed in accordance with the provisions of this regulation.

II. SCOPE:

This regulation is applicable to all City departments and offices under the direction of the City Manager. In the interest of administrative uniformity, it is recommended that City elected offices and other independent offices and departments of the City comply with these procedures.

III. AMENDMENT

The City Manager may amend or update the policy, procedures and contents in this regulation in accordance with the provisions set forth in Administrative Regulation AR1-1.

IV. PROCEDURES – GENERAL CASH CONTROLS:

a. It is the Department Manager's responsibility to ensure proper internal controls over the handling & safekeeping of cash are established, maintained and regularly monitored. This includes system controls as well as manual process controls. While departments may have unique cash collection processes, all general controls listed in this Administrative Regulation should be implemented.

b. The number of employees with access to cash funds shall be limited to assure proper internal controls. The Department Director shall grant access authority.

c. Segregation of Duties – The function of the cashier or custodian of cash balances must be physically separated from accounting, record keeping, and approval functions to ensure no one employee or group of employees has total control over the cash handling process.

d. Supervisory oversight – A supervisor not assigned to cash custodial responsibility must verify and approve the daily reconciliation and the FAMIS Deposit Receipt.

e. Safeguarding/limited access to cash and safe:

   i. Cash held overnight should be kept in a locked safe or other secure area; cash should be verified and placed in the safe in dual custody.

ii. The number of authorized employees with access to the safe should be limited to the fewest number necessary for the conduct of business.

iii. Combinations or keys to safes or cash register drawers should be restricted to authorized employees and be secured at all times during business and non-business hours.

iv. Safe combinations or locks should be changed as necessary, and immediately following the departure or permanent reassignment of a cashier. Authorized employees with access to safes and/or cash register drawers should be instructed to maintain confidentiality of safe combinations and location of keys.

v. A cashier and counter supervisor shall oversee the removal and placement of the cash register drawers into or from the safe daily. A separate cash drawer shall be issued for each employee who handles cash. Do not share cash drawers.

vi. For departments with cashiering systems, a cash register shall be used for all transactions and to secure cash during operating hours.

vii. The beginning cash drawer balances shall be verified by the cashier and a supervisor daily to assign accountability.

VI. CASH RECEIPTING:

a. All departments with cash operations shall have a permanent collection record, such as a cash register tape, that has the record of transactions including invoices, refunds or cancellations. All revenues collected in cash shall have a receipt issued at the point of sale or collection whether handwritten or electronically generated.

b. All handwritten receipts shall be pre-numbered and used in sequential order; receipt books shall be verified daily to ensure sequence numbers are not used out-of-order.

VII. OVERAGES AND SHORTAGES:

a. It is the cashier or cash custodian's responsibility to ensure cash on hand equal cash receipts at all times and the supervisor must verify the cash equals the cash receipts.

b. Significant shortages and overages shall be reported to the Department Director, the Director of Financial Management and the City Auditor immediately.

c. Cash overages and shortages, as well as any known circumstances surrounding the overage/shortage, shall be recorded and kept on file.

VIII. CASH DEPOSITS:

a. The general operating standards for deposits of cash and checks to Central Cashiering or the bank shall be within twenty-four hours or the next open business day of receipts of those funds. Refer to City Administrative Regulation 21-1 for additional information.

SUBJECT: PROCEDURES FOR CASH HANDLING

b. All deposits shall be made intact; departmental receipts shall never be used to replenish petty cash or other funds.

IX. WRITTEN POLICIES AND PROCEDURES:

a. It is strongly recommended that written cash handling procedures be developed and maintained by each department that manages cash receipts.

b. Written procedures shall include authorization of person(s) to collect cash; off-site cash collection procedures; maintenance of cash receipt documentation; security and reconciliation of cash; preparation of bank deposits and deposit receipts, approval and deposit of cash to the bank or Central Cashiering; over/short procedures; and procedures to notify the appropriate City authority in event of a loss or theft.

X. TRAINING:

a. All staff that handle cash shall be familiar with these cash handling policies.

b. All staff that handles cash shall be trained on cash handling procedures by the department.

XI. DEFINITIONS:

a. ***Cash*** refers to U.S. currency and coin.

b. ***Reconciliation*** is a balancing process that accounts for the accuracy and any differences between cash register tape totals and actual cash totals and actual cash receipts totals.

City Manager _____ Date 3/1/11

Long Beach Airport Data

Enplanements

Calendar Year	2017	2018	2019	2020	2021	Jan - Jun 2022
	1,888,971	1,944,127	1,791,451	520,297	1,053,744	757,472

Historical Slot Allocation

	10/1/2017	6/1/2018	4/1/2019	12/1/2019	5/1/2020	10/6/2020	8/18/2021	12/15/2021	2/1/2022	4/19/2022	6/1/2022
JetBlue	35	34	24	24	17	0	0	0	0	0	0
Southwest	6	6	12	14	17	34	35	35	37	37	38
Delta	4	4	8	9	12	12	12	9	9	7	7
American	3	3	3	3	3	3	3	3	4	4	4
Hawaiian	0	1	1	1	2	2	2	2	2	2	2
FedEx	1	1	1	1	1	1	0	0	0	0	0
UPS	1	1	1	1	1	1	1	1	1	1	1
Breeze	0	0	0	0	0	0	0	0	0	0	1
Total	50	50	50	53	53	53	53	50	53	51	53

In December 2019 3 supplemental flight slots were made available
On April 19, 2021 Delta relinquished 2 flight slots. These were not reallocated until June 2022.
On December 15, 2021 Delta relinquished their 3 supplemental flight slots. These were not reallocated until February 2022

Historical Daily Parker Data

Calendar Year	Daily Parker Transactions	Daily Parker Revenue
2017	329,398	$9,132,979.00
2018	332,785	$9,405,298.00
2019	279,433	$8,415,968.00
2020	83,324	$2,508,057.00
2021	140,348	$5,539,908.00

LAZ PARKING

March 28, 2022

Dale Worsham
Commercial Development Officer
Long Beach Airport
4100 Donald Douglas Drive
Long Beach, CA 90808

Re: PARCS Replacement Project – Long Beach Airport
Proposals Review / Recommendation

Dear Dale,

As a follow up to our previous meeting regarding the parking equipment replacement project, this memo summarizes LAZ Parking's review of the Parking Access and Revenue Control Systems (PARCS) proposals that were obtained from three qualified vendors: 1) FLASH, 2) TIBA Parking Systems; and 3) SKIDATA, the incumbent equipment provider. Each of the vendors were provided the scope for their respective proposals and had walked the parking facilities to visually inspect existing conditions. Upon receipt of the proposals, LAZ Parking reviewed each to ensure compliance with the scope and in the event of discrepancies, factored pricing adjustments to ensure an apples-to-apples comparison.

While the SKIDATA proposal appears to be less expensive than the FLASH and TIBA proposals by about $70k and $120k, respectively, their recurring annual fees are the highest among the three and so by Year 5, the pricing gap is narrowed. The pricing presented below also includes adjustments for excluded items that were part of the requested scope, as well as adjustments in the form of credits for items additionally included in one vendor's proposal, yet not in others. For example, the FLASH proposal includes spare parts, while the others did not; therefore, the pricing below reflects a credit for these items. It is important to also note that the SKIDATA proposal does not reflect an entirely new system, but rather, all of the coder units (main ticket mechanisms) in the lane devices and credit card only pay stations were proposed to be refurbished.

Proposer Name Manufacturer	Flash Parking FLASH PARKING	TIBA Parking Systems TIBA PARKING SYSTEMS	SKIDATA SKIDATA
5.0 RECURRING FEES			
Software licenses/Modules	Year 1 fee included in proposal		Year 1 fee included in proposal
per year	$13,728	$17,740	$25,292
Additional Cost @ Year 5	$54,912	$88,700	$101,168
ADJUSTED BASE PROPOSAL TOTAL (Year 5)	$653,969.52	$744,976.40	$644,044.00

The TIBA proposal was comprehensive and is a good system; however, even after the pricing adjustments, the overall cost after 5 years is about $100k more than the other two

bidders and was eliminated from further consideration. Based on the adjusted pricing summary previously presented, the FLASH and SKIDATA proposals were the most competitively priced, but given the issues previously raised regarding refurbished coders and the higher annual recurring fee in the SKIDATA proposal, as well as the fact that the FLASH proposal includes a 2-year warranty versus 1 year provided by SKIDATA, the FLASH proposal offers the greater value.

In addition to the City of Long Beach already having installed FLASH equipment at their City Place A, B and C garages, along with their Civic Center garage, the FLASH system includes off-the-shelf integrations with LAZ Parking's internally-developed solutions, namely LAZgo (online reservations), LAZ Subscriptions (monthly invoicing software), and LAZ BI (business intelligence tool, currently being utilized by the City of Long Beach). FLASH also promotes a self-service model, as the internal components of their lane devices are easily replaceable and thus, most repairs can be performed by parking staff, which will reduce overall service call and repair costs. This is a major differentiating factor, as the Airport has reported experiencing service delays, lack of available spare parts (even pre-pandemic), and general lack of responsiveness and follow-through from their existing equipment vendor.

Given the above considerations, LAZ Parking recommends that the Airport proceed with FLASH as the equipment provider to replace the existing PARCS at the Long Beach Airport. Should the Airport be in agreeance with this recommendation, equipment can be installed in 8 – 10 weeks from contract execution and deposit. LAZ is also willing to finance the capital outlay on behalf of the Airport at a current rate of 6.8%.

Should you have any questions, please feel free to contact me.

Sincerely,

Rio Lupisan
Special Projects / Development Manager

RLupisan@lazparking.com

Cc: Juliette Mahoney; Rick Ingram; Conrad Midolo

Exhibit B

Long Beach Airport

PARCS (Parking Access and Revenue Control System) Project: Proposals Summary

		Proposer Name Manufacturer	Flash Parking FLASH PARKING	TIBA Parking Systems TIBA PARKING SYSTEMS	SKIDATA SKIDATA
1.0	**PARCS PROPOSAL TOTAL** *(All pricing shown includes applicable discounts, unless otherwise noted)*				
		ORIGINAL PROPOSAL TOTAL	$608,732.52	$657,783.40	$538,076.00
2.0	**PARCS PROPOSAL SUMMARY**				
		PARCS Subtotal	$390,065.00	$496,049.00	$227,007.00
		Freight	$8,250.00	$5,898.00	$22,278.00
		Tax	$42,924.52	$39,921.86	$23,682.00
		Software License	$13,728.00		$29,605.00
		Installation and Technical Services	$153,765.00	$228,380.00	$235,504.00
		Discount	*Included*	*-$112,465.46*	*Included*
		TOTAL ORIGINAL PROPOSAL	**$608,732.52**	**$657,783.40**	**$538,076.00**
3.0	**BASIC PARCS COMPONENTS - Base Bid**				
	PARKIING STRUCTURE A				
	Entry / Exit Lanes (visitor & monthly)				
2		Ticket Dispenser	2	2	2 (refurbish coder)
3		Exit Machine	3	3	3 (refurbish coder)
5		Keycard Readers	5	5	2
5		Barcode Scanners	5	5	5
5		LPR Cameras	5	5	5
3		Credit Card Reader (EMV)	3	3	3
5		Gate Arms	5	5	5
5		Intercom Units	5	5	5
	PARKIING STRUCTURE B				
	Entry / Exit Lanes (visitor & monthly)				
4		Ticket Dispenser	4	4	4 (refurbish coder)
5		Exit Machine	5	5	5 (refurbish coder)
9		Keycard Readers	9	9	0
9		Barcode Scanners	9	9	9
9		LPR Cameras	9	9	9
5		Credit Card Reader (EMV)	5	5	5
9		Gate Arms	9	9	9
9		Intercom Units	9	9	9
	Pay Stations				
1		Cash / Credit Card Pay Station	1	1	1
3		Credit Card Only Pay Station	3	3	3 (refurbish)
	Additional Items				
2		Booth Removal	✓	✓	✓
1		Software Upgrades	✓	✓	✓
1		Online Validation Solution	✓	✓	✓
1		Online Reservations	✓	✓	✓
1		Validation Printing	✓	✓	✓
1		Apple Pay / Google Pay	✓	✓	✓
1		Bluetooth Access	✓	✓	X
1		LAZgo integration	✓	✓	X
1		LAZ BI integration	✓	X	X
1		LAZ Subscriptions integration	✓	X	X
1		Monthly Access Via IVR	✓	X	X
4.0	**ADJUSTMENTS** - *Estimated based on provided unit pricing or from comparable proposals*				
1		Spare Parts Kit	($6,600)		
1		Spare Gate Arm Kit	($450)		
1,500		Proxmity Keycards	($2,625)		
1		Lot Full Sign		($1,507)	
12		HID Readers			$4,800
		ADJUSTED BASE PROPOSAL TOTAL (Year 1)	**$599,057.52**	**$656,276.40**	**$542,876.00**
5.0	**RECURRING FEES**				
		Software licenses/Modules	Year 1 fee included in proposal		Year 1 fee included in proposal
		per year	**$13,728**	**$17,740**	**$25,292**
		Additional Cost @ Year 5	**$54,912**	**$88,700**	**$101,168**
		ADJUSTED BASE PROPOSAL TOTAL (Year 5)	**$653,969.52**	**$744,976.40**	**$644,044.00**
6.0	**OPTIONAL ITEMS**				
Option 1		**Level Count System - Garages A & B (EnSight)**			
		Level Count System	$184,800.00	$184,800.00	$184,800.00
		Level Count Signage Package	$137,439.00	$137,439.00	$137,439.00
		Total	**$322,239.00**	**$322,239.00**	**$322,239.00**
		Annual Software/Support Fees	$21,600.00	$21,600.00	$21,600.00
Option 3		**Custom Kiosk Wraps**			
19		Lane Kiosks and Pay Stations	$16,150.00		
Option 4		**AVI System**			
19		Price per Lane			$3,906.00
Option 5		**Monthly Tenant Portal**			
					$2,169.00
6.0	**WARRANTY**				
			2 Years	**2 Years**	**1 Year**
7.0	**PAYMENT TERMS**				
			50% Deposit; 50% Completion	50% Deposit; 40% Equipment Delivery 10% Completion	50% Deposit; 30% Equipment Delivery 15% Sub. Comp.; 5% Final Retention

FLASH

+

Long Beach Airport with HTS LPR

Q-42387

Proposal for:

LAZ Parking

Facility at:

4100 E Donald Douglas Dr
Long Beach, California, 90808-1754
US

Created By:

Eric Loysen
FlashParking, Inc.
(800) 213-3706
eric.loysen@flashparking.com
+1 2133004783

FLASH

Quote Summary

Product Type	Monthly Recurring Subtotal	One-time Subtotal
Hardware	$0.00	$387,040.00
Software - Term:12 months	$0.00	$13,728.00
Installation	$0.00	$79,200.00
Implementation	$0.00	$9,000.00
Consumables	$0.00	$3,025.00
Custom	$0.00	$73,815.00
Warranty	$0.00	$0.00
Subtotal	**$0.00**	**$565,808.00**

Tax Details

Tax	Amount
Sales Tax Details	$42,924.52
Total	**$608,732.52**

Hardware

Product	Qty	Unit Price	Subtotal
Smart Station (RFID+Barcode+EMV)(LAZ)	18.00	$13,200.00	$237,600.00
Flash Care Kit for Touch Screen Kiosk-EMV	1.00	$6,600.00	$6,600.00
Spare Cash Box for Bill Recycler	1.00	$750.00	$750.00
Smart Station Bank Note Recycler (BNR) LAZ Blue	1.00	$15,000.00	$15,000.00
Magnetic Gate Column	14.00	$3,000.00	$42,000.00
Straight Gate Arm Care Kit	1.00	$450.00	$450.00

10' Straight Arm	14.00	$0.00	$0.00
LC3100 HTS Lane Controller	4.00	$4,280.00	$17,120.00
HTS License Plate Recognition Kit	14.00	$4,680.00	$65,520.00
950 W Heater	18.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	42.00	$0.00	$0.00
Network Kit	1.00	$2,000.00	$2,000.00
Total			**$387,040.00**

Installation

Product	Qty	Unit Price	Subtotal
Cash Machine Installation	1.00	$2,250.00	$2,250.00
Gate Installation	14.00	$1,050.00	$14,700.00
LPR Installation	14.00	$750.00	$10,500.00
Smart Station Installation	18.00	$2,250.00	$40,500.00
LAZ Monthly Mgmnt-Subscription Service Setup Fee (per location)	1.00	$0.00	$0.00
LAZBI Module Setup Fee (per location)	1.00	$0.00	$0.00
eParking Reservations Setup Fee (per location)	1.00	$0.00	$0.00
EMV Gateway Setup	1.00	$3,000.00	$3,000.00
Shipping and Handling	33.00	$250.00	$8,250.00
Total			**$79,200.00**

Implementation

Product	Qty	Unit Price	Subtotal
Implementation Fee	10 days	$9,000.00	$9,000.00
Travel & Expenses	10 days	$12,500.00	$0.00
Total			**$9,000.00**

Warranty

Product	Qty	Unit Price	Subtotal
PARCS Two Year Standard Warranty	18.00	$0.00	$0.00
Total			**$0.00**

Consumables

Product	Qty	Unit Price	Subtotal
3MILLID RFID Card - Custom Facility Code/Sequence (Box of 100)	15.00	$175.00	$2,625.00
Flash Kiosk Large Ticket Roll Case of 8	2.00	$200.00	$400.00
Total			**$3,025.00**

Software - Term:12 months

Product	Qty	Subtotal
LAZGO	1.00	Included
FLASH Permit	1.00	Included
Validation Module	1.00	Included
Cash Acceptance Module	1.00	Included
Real-time Reporting Suite	1.00	Included
FlashPARCS Software License	18.00	$10,944.00
FlashAccess Bluetooth-Module	1.00	Included
24/7 Phone and Online Support	1.00	Included
License Plate Recognition (LPR) Module	1.00	$912.00
Access via Credit Card and Mobile Number	1.00	Included
Advance Portal for Customer Support Module	1.00	$912.00
LAZBI Integration (per location/per month)	1.00	Included
Managed Network Services with 4G/LTE Back-up	1.00	Included
Mobile App Module (for managing parking operations)	1.00	Included
FlashPass Integration API Integration (per location/per month)	1.00	Included
LAZ Monthly Mgmnt-Subscription Service Integration (per location)	1.00	Included
Ongoing PCI compliance + Software Updates and general software patches	1.00	Included
eParking Reservations (Includes three integrations; +$15/integration for additional)	1.00	$960.00
Total		**$13,728.00**

Custom

Product	Qty	Unit Price	Monthly Recurring Subtotal	One-Time Subtotal

Required Civil Work to Support LPR Solution	1.00	$53,852.00		$53,852.00
Booth Removal	1.00	$12,429.00		$12,429.00
Disposal of Skidata Equipment	1.00	$7,534.00		$7,534.00
Total			**$0.00**	**$73,815.00**

FLASH

Optional Items

Product	Qty	Unit Price	Monthly Recurring Subtotal	One-Time Subtotal
Custom Vinyl Wrap - Smart Station	18.00	$850.00	$0.00	$15,300.00
Custom Vinyl Wrap - Smart Station Cash Machine	1.00	$850.00	$0.00	$850.00
Total			**$0.00**	**$16,150.00**

Lane Details

Facility Level Group

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Flash Care Kit for Touch Screen Kiosk-EMV	1.00	$6,600.00	$0.00	$6,600.00
Spare Cash Box for Bill Recycler	1.00	$750.00	$0.00	$750.00
Straight Gate Arm Care Kit	1.00	$450.00	$0.00	$450.00
LC3100 HTS Lane Controller	4.00	$4,280.00	$0.00	$17,120.00
Network Kit	1.00	$2,000.00	$0.00	$2,000.00
EMV Gateway Setup	1.00	$3,000.00	$0.00	$3,000.00
LAZBI Module Setup Fee (per location)	1.00	$0.00	$0.00	$0.00
LAZ Monthly Mgmnt-Subscription Service Setup Fee (per location)	1.00	$0.00	$0.00	$0.00
eParking Reservations Setup Fee (per location)	1.00	$0.00	$0.00	$0.00
Shipping and Handling	33.00	$250.00	$0.00	$8,250.00
Travel & Expenses	10 days	$12,500.00	$0.00	$0.00
Implementation Fee	10 days	$9,000.00	$0.00	$9,000.00
Ongoing PCI compliance + Software Updates and general software patches	1.00	$0.00	$0.00	$0.00
Managed Network Services with 4G/LTE Back-up	1.00	$0.00	$0.00	$0.00
PARCS Two Year Standard Warranty	18.00	$0.00	$0.00	$0.00
24/7 Phone and Online Support	1.00	$0.00	$0.00	$0.00
3MILLID RFID Card - Custom Facility Code/Sequence (Box of 100)	15.00	$175.00	$0.00	$2,625.00
Flash Kiosk Large Ticket Roll Case of 8	2.00	$200.00	$0.00	$400.00
License Plate Recognition (LPR) Module	1.00	$912.00	$0.00	$912.00
Real-time Reporting Suite	1.00	$0.00	$0.00	$0.00
FlashPARCS Software License	18.00	$10,944.00	$0.00	$10,944.00
FlashAccess Bluetooth-Module	1.00	$0.00	$0.00	$0.00
Validation Module	1.00	$0.00	$0.00	$0.00
Mobile App Module (for managing parking operations)	1.00	$0.00	$0.00	$0.00
Access via Credit Card and Mobile Number	1.00	$0.00	$0.00	$0.00

LAZGO	1.00	$0.00	$0.00	$0.00
Advance Portal for Customer Support Module	1.00	$912.00	$0.00	$912.00
Cash Acceptance Module	1.00	$0.00	$0.00	$0.00
LAZBI Integration (per location/per month)	1.00	$0.00	$0.00	$0.00
FlashPass Integration API Integration (per location/per month)	1.00	$0.00	$0.00	$0.00
eParking Reservations (Includes three integrations; +$15/integration for additional)	1.00	$960.00	$0.00	$960.00
LAZ Monthly Mgmnt-Subscription Service Integration (per location)	1.00	$0.00	$0.00	$0.00
FLASH Permit	1.00	$0.00	$0.00	$0.00
Total			**$0.00**	**$63,923.00**

Entry 1

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00
950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00
Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Total			**$0.00**	**$24,930.00**

Entry 2

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00

950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Total			**$0.00**	**$24,930.00**

Entry 3

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00
950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00
Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
Total			**$0.00**	**$24,930.00**

Entry 4

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00
950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
Total			**$0.00**	**$24,930.00**

Entry 5

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00
950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00
Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
Total			**$0.00**	**$24,930.00**

Exit 1

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00
950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
Total			**$0.00**	**$24,930.00**

Exit 2

Product	Qty	Unit Price	Monthly Cost	One-time Cost

Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00
950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
Total			**$0.00**	**$24,930.00**

Exit 3

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00
950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00
Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
Total			**$0.00**	**$24,930.00**

Exit 4

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00
950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00

Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Total			**$0.00**	**$24,930.00**

Exit 5

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00
950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
Total			**$0.00**	**$24,930.00**

Exit 6

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00
950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Total			**$0.00**	**$24,930.00**

Exit 7

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00
950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
Total			**$0.00**	**$24,930.00**

POF 1

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
Smart Station Bank Note Recycler (BNR) LAZ Blue	1.00	$15,000.00	$0.00	$15,000.00
950 W Heater	1.00	$0.00	$0.00	$0.00
Cash Machine Installation	1.00	$2,250.00	$0.00	$2,250.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
Total			**$0.00**	**$32,700.00**

POF 2

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
950 W Heater	1.00	$0.00	$0.00	$0.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
Total			**$0.00**	**$15,450.00**

POF 3

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
950 W Heater	1.00	$0.00	$0.00	$0.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
Total			**$0.00**	**$15,450.00**

POF 4

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
950 W Heater	1.00	$0.00	$0.00	$0.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
Total			**$0.00**	**$15,450.00**

Entry 6

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00
950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00
Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Total			**$0.00**	**$24,930.00**

Exit 8

FLASH

Product	Qty	Unit Price	Monthly Cost	One-time Cost
Smart Station (RFID+Barcode+EMV)(LAZ)	1.00	$13,200.00	$0.00	$13,200.00
10' Straight Arm	1.00	$0.00	$0.00	$0.00
Magnetic Gate Column	1.00	$3,000.00	$0.00	$3,000.00
HTS License Plate Recognition Kit	1.00	$4,680.00	$0.00	$4,680.00
950 W Heater	1.00	$0.00	$0.00	$0.00
3X6 ft Loop with 50 ft Lead in SC18-50	3.00	$0.00	$0.00	$0.00
Smart Station Installation	1.00	$2,250.00	$0.00	$2,250.00
Gate Installation	1.00	$1,050.00	$0.00	$1,050.00
LPR Installation	1.00	$750.00	$0.00	$750.00
Total			**$0.00**	**$24,930.00**

DISCLAIMERS

Travel & Expenses

Travel & Expenses to be billed post installation on final invoice including:

- Market rates for airfare and hotel
- Per diem rates for meals not to exceed $90 per day per person

Access Credentials Compatibility

Any proximity cards, AVI (minus toll tag) credential devices, and hotel room key cards that are existing and in use prior to installation of new FlashPARCS equipment must be submitted to Flashparking by mail for compatibility testing to ensure compatibility with Flash Systems. Unless expressly authorized and confirmed in writing following compatibility testing, FlashParking does not guarantee compatibility of Customer's existing proximity cards, AVI (minus toll tag) credential devices, and hotel room key cards.

FlashPARCS Equipment

- Equipment orders are subject to a 50% deposit payment at time of signing to ensure timely delivery of project. FlashParking reserves the right to charge a cancellation fee of 20% of the total of the contract to be paid immediately at time of cancellation.
- The remaining 50% will be invoiced upon successful installation and commissioning of the FlashPARCS equipment, or within two months of equipment receipt by Customer if Customer delays the installation, whichever comes first.
- Orders for NON-FlashHaaS (FSH) Equipment are subject to a 50% deposit payment at time of signing to ensure timely delivery of project. FlashParking reserves the right to charge a cancellation fee of 20% of the total of the contract to be paid immediately at time of cancellation. The remaining 50% will be invoiced upon successful installation and commissioning of the FlashPARCS equipment, or within two months of equipment receipt by Customer if Customer delays the installation, whichever comes first.

Delivery Lead Time

- Smart Stations and Magnetic Barrier Gates delivered and installed on average within 3-4 weeks for standard installations of 10 units or less - from time of contract signature (contingent upon credit approval and good standing of existing accounts receivable).

Excludes orders with LED Barriers, Custom Wrapping for Smart Stations, LPR Cameras, AVI Readers or any other third-party equipment as these may have longer lead times from manufacturer.

Cash Machine

- Cash Machine can be delivered and installed on average within 6-8 weeks for standard installations of ten (10) units or less - from time of contract signature, and after 50% deposit payment is received.
- Bill acceptor manufacturer provides a limited warranty on its equipment that covers all mechanical and electrical components, but excludes parts subject to wear and tear, for a period of two years for parts and RTF (return to factory or authorized service center) labor warranty.

Standard Installation

- Internet connectivity and electricity is required and is to be provided by venue or parking operator. Installation also assumes there is a pathway to run CAT5/6 for internet from the source to the final installed location.
- Installation quote is based on the information provided by client. All other requirements not provided by the client before installation are subject to review, and additional fees may be assessed to cover the work.

- Assumes a concrete surface on each lane, that the concrete is in good enough condition to install the saw cut loop, it has no major cracks and is not post tension construction. If the location is post tension construction then please inform install team during the kickoff process to send a concrete contractor to perform a surface penetration scan to ensure it is safe to make the cut for the loop, additional fees will apply.
- All work installation services to be performed during normal business hours, Monday through Friday, excluding holidays, by non-union labor.
- Installation assumes free and unfettered access to the island area for FlashParking or its installer to install equipment, energize and perform all necessary start-up and testing procedures during normal weekday business hours, unless mutually agreed upon in writing. Delays resulting from limited access to the work area or unfinished work that is to be provided by others as noted herein may result in additional costs.
- The installation includes uninstalling and removing of the existing in-lane equipment (and POFs, if applicable) and reusing certain aspects of the existing power, in-ground and other wiring that is currently installed in the lanes. Such removal must be done in a manner that ensures the preservation of this infrastructure otherwise additional costs may occur. However, because we are uncertain as to the quality of the existing conduits in the concrete or other infrastructure items, the installation cost may increase based on actual, unknown site conditions.
- Reusing or running one ethernet cable from the network demarcation point to the FlashPARCS Smart Station Kiosk using existing pathway or conduit **
- Mounting FlashPARCS network kit with back-up LTE in each lot or garage (will be pre-configured prior to shipping)
- Removing old entry (ticket/spitter) or exit (exit verifier) machine
- Removing old gate (when applicable)
- Cutting, installing & calibrating new arming and safety loops
- Connecting both loops to the gate
- Bolting down the Smart Station kiosk (they immediately get their configuration from the cloud infrastructure upon powering-up)
- Bolting down gate
- Running 3 pairs of cables from the Smart Station Kiosk to gate for (a) gate vend, (b) arming loop detection, and (c) closing loop detection
- The installation of door readers requires the door have the necessary electrified components/hardware, a pathway for a dry contact connection between our reader and the locked door, and 110 power within 25' of our reader (or 24vdc within 100 feet in same conduit as CAT5) – all of which is to be provided by others and therefore has been excluded from our pricing herein.
- We will provide a set of dry contact wires to fire the overhead door (if applicable). Final Connections to the overhead door are to be done by overhead door vendor and are not our responsibility.
- For facilities requiring newly constructed parking island(s) in a mutually agreed-upon layout approved by us which will be provided by others. The island construction will include form, pour, and concrete finish and electrical conduits within the island as needed for the connection to line voltage via conduits and circuit/low voltage communications.
- LPR Solution (if ordered) requires runway length of about 33 feet from gate to cameras. Functionality may be compromised, and solution may not be possible if site conditions do not meet runaway length requirements.
- Commend (and AXIS security cameras, if applicable) pricing is for the hardware only. Any configuration and/or setup fees by Commend are subject to a separate agreement between management and Commend and are excluded from our pricing herein. Installation of AXIS cameras (if applicable) will be quoted once the final position of the devices is mutually agreed upon between management, ownership and us.
- Umojo pricing is for the hardware only. Any configuration and/or setup fees by Umojo are subject to a separate agreement between management and Umojo and are excluded from our pricing herein. Installation of Umojo cameras (if applicable) will be quoted once the final position of the devices is mutually agreed upon between management, ownership and us.
- Clean up: placing old machine and gate in a designated area within the facility (Old Equipment disposal not included)
- Testing all components: getting a ticket, and every entry or exit method including real credit card payment transaction, microphone & speakers (placing a support call), barcode scanner, proximity card reader, Bluetooth access, vending gate and loop detection. For existing building / parking access prox cards, FlashParking must be sent active prox cards to test compatibility and match batch numbers with monthly credentials. If cards cannot be reused, new prox cards will have to be purchased for the HID readers.
- Extending or re-routing existing electrical power lines to new SmartStation Kiosk and gate ****. Because we are uncertain as to the quality of the existing conduits in the concrete or other infrastructure items, the installation cost may increase based on actuals.

** Not to exceed 15 feet

*** Old Equipment disposal not included in price

EXCLUSIONS:

- All utility company charges, deposits and fees if any; Repairs for unforeseen underground utilities that may become damaged during installation of underground conduits; Performance and Payment Bonds. All other requirements if any are extra and are subject to review; (All Permit and Inspections are a Pass Through - plus Service Fees if applicable).

Standard Installation EXCLUDES anything not specifically listed above.

Standard Installation EXCLUSION examples:

- Removing booths, structures, or similar
- Replacing or installing new bollards
- Disposing of old equipment in a remote site or dump site
- Establishing new electrical lines
- Re-routing electrical lines
- Performing any civil work such as, but not limited to, island construction
- Obtaining permit or licensure in any capacity or anything that requires a permit
- Installing or adjusting post tension cable requiring alternative vehicle detection mechanisms
- (Anything not specifically listed in "Standard Installation Includes:" section above.)

HaaS Warranty

LIFETIME RETURN TO FACTORY WARRANTY on Smart Station, Mini-Smart Station, and Pay-on-Foot Smart Stations for HaaS equipment and Magnetic Barrier Gates. This warranty excludes (EMV/Chip readers).

For avoidance of doubt, customer must pay Traditional Product prices for any equipment or services not listed in the "HaaS Product" section.

Customer must pay Traditional Product prices for items not specifically included in "HaaS Product" section; examples include:

- Cash Machines, cash boxes, and related cash machine parts
- Additional gate kits
- AVI/LPR equipment, set-up, and installation
- Any gate more than 12 feet in length
- Any LED gate
- Installation costs in excess of standard rip and replace (See above for what is included and excluded.)
- Valet subscription services
- Valet hardware
- Kiosk wrap
- Custom controllers
- Any "new" integrations (outside the current existing LAZGO API integration), but subject to Section 2.8
- Any additional modules, but subject to Section 2.8
- Any custom software modifications
- Bollards
- Pedestal (i.e. prox only)
- Commend intercoms
- EMV Chip Credit Card Reader
- Rate Display
- Prox cards

Transcore Reader

- Products are warranted by TransCore to Purchaser against defects in workmanship and material for one (1) year after the date of installation. Warranty service will be provided in the United States at a repair facility designated by TransCore. Transportation costs to and from the repair facility shall be paid by Purchaser.

LPR Cameras

- LPR (License Plate Recognition) Cameras can be delivered and installed on average within 8-10 weeks for standard installations of ten (10) units or less - from time of contract signature, and after 50% deposit payment is received.

Gates

- Gates manufacturer provides a limited warranty on its barriers that covers all mechanical and electrical components, but excludes parts subject to wear and tear, for a period of two (2) years from the date of first use provided that the operating instructions have been complied with, no unauthorized servicing of machine components has taken place, and that no mechanical damage to the machines is evident.
- LED lights for gates have a lead time of 2-3 weeks in addition to regular install schedule.

Tagmaster Reader

- TagMaster provides a two (2) year (24 month) warranty period on all own products starting at the date of delivery. (Exceptions: Hard drives and batteries are warranted for one (1) year, commodities are excluded from warranty). A warranty repair or replacement during the warranty period shall not have the effect of extending the warranty period for the products.

FlashValet

- FlashValet charges $0.49 per each mobile payment. Or $69/mo for unlimited mobile payments (when applicable).
- Order for FlashValet equipment, tickets, decals and texting number will be completed during kick-off call. These items will not be automatically ordered (when applicable). FlashValet equipment model and pricing is subject to change based on inventory availability.
- Flash Valet Standard package price includes 500 vehicles per month. Additional vehicles will be billed at $.10 per vehicle.
- Flash Valet Monthly Parking package includes up to 50 monthly parkers. Additional parkers will be billed at $1 per parker.
- Flash Valet mobile "ticketless" tickets (Ticketless Valet Module) will be billed at $.05 per mobile ticket.
- For the FlashValet solution the Agreement will commence on the Effective Date and will continue for a period of (1) one month (the "Term"). After the initial term unless otherwise specified in the schedule, the Agreement will be automatically renewed on an monthly basis unless one party notifies the other party in writing at least thirty (30) days prior to the end of the current Term of its desire not to renew.

BILLING BEGINS UPON LOCATION GO-LIVE DATE, AND NO LATER THAN 30 DAYS AFTER SIGNING OF AGREEMENT. UNLESS OTHERWISE SPECIFIED BY CLIENT.

* For EMV transactions Client requires to open an account with Windcave. FlashParking is not responsible for Merchant and Gateway fees associated with EMV transactions.

* FlashPARCS Mobile Payments ($0.35 per mobile payment transaction).

* Onsite support available upon request. Fees and response time varies by region.

* All prices are exclusive of taxes, shipping, installation, electrical, or civil work, and any other item not specified in this quote unless otherwise clearly stated in the proposal.

* Merchant services related to the processing of credit card transactions must be sourced and paid for directly by the owner/parking operator. In addition, the following policy related to credit card gateway services applies:
Magnetic stripe readers (non-EMV): FlashParking uses USA ePay as the gateway for magnetic stripe reader applications. The FlashParking software subscription fee includes gateway related charges for the first 5,000 magnetic stripe card reader-based payment transactions, per location/per month. FlashParking will bill at a rate of $49 per location for each additional 5,000 credit card transactions for those months where the gateway transaction volume allowance is exceeded.
Chip readers(EMV): FlashParking uses Windcave as the gateway for chip reader applications. Windcave requires a separate gateway agreement with the owner/parking operator. Payment gateway transaction fees apply and are payable directly to Windcave. https://www.windcave.com/

*FlashPARCS Mobile Payments ($0.35 per mobile payment transaction).

*Onsite support available upon request. Fees and response time varies by region.

* All prices are exclusive of taxes, shipping, installation, electrical or civil work, and any other item non specified in this quote unless otherwise clearly stated in the proposal.

Equipment Service Options :
A) Self-Served with 24/7 Remote Hands FlashParking Support Team: FlashParking designed its solutions with simplicity and efficiency as the driving tenets. We supply every customer with a FlashCare maintenance kit containing all the replacements components needed for every machine and gate supplied by FlashParking. Should any of them fail, the client can easily remove the failed part and insert the replacement part with assistance from our remote hands 24/7 support team.

B) Remote/Smart Hands Support: Should you chose not to use our Self-Served with 24/7 Remote Hands FlashParking Support option. FlashParking employs an extensive network of highly vetted, independent repair technicians under the following terms below:

Regions	Mon-Fri (8-4PM)	Mon-Fri (all day Sat) 4-8PM	Sundays and Holidays
AK, CA, HI, NY, TX, WA & Puerto Rico	**$ 177.8**	**$ 267.4**	**$ 357**
1 HR	$ 287.80	$ 377.40	$ 467.00
2HRS	$ 465.60	$ 644.80	$ 824.00
3 HRS	$ 643.40	$ 912.20	$ 1,181.00
4 HRS	$ 821.20	$ 1,179.60	$ 1,538.00

Regions	Mon-Fri (8-4PM)	Mon-Fri (all day Sat) 4-8PM	Sundays and Holidays
AZ, CO, OR & PA	**$141.68**	**$212.52**	**$283.36**
1 HR	$251.68	$322.52	$393.36
2HRS	$393.36	$535.04	$676.72
3 HRS	$535.04	$747.56	$960.08
4 HRS	$676.72	$960.08	$1,243.44

Regions	Mon-Fri (8-4PM)	Mon-Fri (all day Sat) 4-8PM	Sundays and Holidays
Everywhere else (US only)	**$130.20**	**$195.30**	**$260.40**
1 HR	$240.20	$305.30	$370.40
2HRS	$370.40	$500.60	$630.80

3 HRS	$500.60	$695.90	$891.20
4 HRS	$630.80	$891.20	$1,151.60

Exhibit C

FAA LEASE AND USE AGREEMENT PROVISIONS

1. The permittee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this permit for a purpose for which a DOT program or activity is extended or for another purpose involving the provision Of similar services or benefits, the permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 , Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The permittee for himself, his personal representatives, successors in interest, and assigns, as a part Of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color or national origin shall 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 grounds Of race, color, or national origin shall be excluded from participation in, denied the benefits Of, or otherwise be subjected to discrimination, (3) that the permittee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The concessionaire assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the concessionaire or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form Of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision Of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession Of the property. In the case Of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

(Additional information regarding civil rights and Disadvantaged Business Enterprise obligations can be obtained from the FAA Civil Rights Office.)

2. The airport owner/sponsor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the permittee and without interference or hindrance.

3. The airport owner/sponsor reserves the right, but shall not be obligated to the permittee, 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 the permittee in this regard.

4. This permit shall be subordinate to the provisions and requirements of any existing or future agreement between the airport owner/sponsor and the United States, relative to the development, operation, or maintenance of the airport. Failure of the lessee or any occupant to comply with the requirements of any existing or future agreement between the permittor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of permittee's rights hereunder.

5. There is reserved to the airport owner/sponsor, its successors and assigns, 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 permitted premises. This 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 said airspace or landing at, taking off from, or operating on the airport premises.

6. The permittee 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 permitted premises or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

7. The permittee by accepting this permit agreement expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit object of natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the permittee.

8. The permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the (leased, licensed, permitted) premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to

enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the permittee.

9. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103 (e) and47107(

10. This permit 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 said airport or the exclusive or nonexclusive use of the airport by the United States during the time of war or national emergency.

11. The permittee will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

12. The permittee will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

Exhibit D

LGB													
Parking	**Total**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**
Reimbursable Hourly	**365**	**31**	**30**	**31**	**31**	**30**	**31**	**30**	**31**	**31**	**28**	**31**	**30**
General Manager - Billable Rate	**$ 59.01**	$ 59.01	$ 59.01	$ 59.01	$ 59.01	$ 59.01	$ 59.01	$ 59.01	$ 59.01	$ 59.01	$ 59.01	$ 59.01	$ 59.01
Assistant Manager - Billable Rate	**$ 39.68**	$ 39.68	$ 39.68	$ 39.68	$ 39.68	$ 39.68	$ 39.68	$ 39.68	$ 39.68	$ 39.68	$ 39.68	$ 39.68	$ 39.68
Supervisor - Billable Rate	**$ 30.76**	$ 30.76	$ 30.76	$ 30.76	$ 30.76	$ 30.76	$ 30.76	$ 30.76	$ 30.76	$ 30.76	$ 30.76	$ 30.76	$ 30.76
Cashier - Billable Rate	**$ 32.52**	$ 32.52	$ 32.52	$ 32.52	$ 32.52	$ 32.52	$ 32.52	$ 32.52	$ 32.52	$ 32.52	$ 32.52	$ 32.52	$ 32.52
Ambassador/Traffic - Billable Rate	**$ 34.10**	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10
Maintenance - Billable Rate	**$ 36.79**	$ 36.79	$ 36.79	$ 36.79	$ 36.79	$ 36.79	$ 36.79	$ 36.79	$ 36.79	$ 36.79	$ 36.79	$ 36.79	$ 36.79
Navigator - Billable Rate	**$ 34.10**	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10	$ 34.10
General Manager - Hours	**2,080**	173	173	173	173	173	173	173	173	173	173	173	173
Assistant Manager - Hours	**2,080**	173	173	173	173	173	173	173	173	173	173	173	173
Supervisor - Hours	**8,760**	744	720	744	744	720	744	720	744	744	672	744	720
Cashier - Hours	**5,224**	1,058	1,024	1,058	1,058	1,024	-	-	-	-	-	-	-
Ambassador/Traffic - Hours	**10,281**	709	686	709	709	686	992	960	992	992	896	992	960
Maintenance - Hours	**5,136**	436	422	436	436	422	436	422	436	436	394	436	422
Navigator - Hours	**5,364**	447	447	447	447	447	447	447	447	447	447	447	447
Total Billable Hours	**38,925**	**3,741**	**3,646**	**3,741**	**3,741**	**3,646**	**2,966**	**2,896**	**2,966**	**2,966**	**2,756**	**2,966**	**2,896**
General Manager	**$ 122,732**	$ 10,228	$ 10,228	$ 10,228	$ 10,228	$ 10,228	$ 10,228	$ 10,228	$ 10,228	$ 10,228	$ 10,228	$ 10,228	$ 10,228
Assistant Manager	**$ 82,538**	$ 6,878	$ 6,878	$ 6,878	$ 6,878	$ 6,878	$ 6,878	$ 6,878	$ 6,878	$ 6,878	$ 6,878	$ 6,878	$ 6,878
Supervisor	**$ 269,434**	$ 22,883	$ 22,145	$ 22,883	$ 22,883	$ 22,145	$ 22,883	$ 22,145	$ 22,883	$ 22,883	$ 20,669	$ 22,883	$ 22,145
Cashier	**$ 169,898**	$ 34,424	$ 33,313	$ 34,424	$ 34,424	$ 33,313	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Ambassador/Traffic	**$ 350,552**	$ 24,160	$ 23,380	$ 24,160	$ 24,160	$ 23,380	$ 33,824	$ 32,733	$ 33,824	$ 33,824	$ 30,551	$ 33,824	$ 32,733
Maintenance	**$ 188,933**	$ 16,046	$ 15,529	$ 16,046	$ 16,046	$ 15,529	$ 16,046	$ 15,529	$ 16,046	$ 16,046	$ 14,494	$ 16,046	$ 15,529
Navigator	**$ 182,894**	$ 15,241	$ 15,241	$ 15,241	$ 15,241	$ 15,241	$ 15,241	$ 15,241	$ 15,241	$ 15,241	$ 15,241	$ 15,241	$ 15,241
Total - Hourly Billing	**$ 1,366,980**	**$ 129,860**	**$ 126,715**	**$ 129,860**	**$ 129,860**	**$ 126,715**	**$ 105,101**	**$ 102,754**	**$ 105,101**	**$ 105,101**	**$ 98,060**	**$ 105,101**	**$ 102,754**
Reimbursable OPEX	**Total**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**
Tickets - Self-Parking	**$ 5,904**	$ 492	$ 492	$ 492	$ 492	$ 492	$ 492	$ 492	$ 492	$ 492	$ 492	$ 492	$ 492
Telephone / Internet	**$ 4,800**	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400
Cell Phone	**$ 3,600**	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300
Printing	**$ 3,600**	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300
CPA Audit	**$ 15,000**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000	$ -	$ -	$ -	$ -
Mystery Shopping	**$ 3,000**	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250
PARCS Software Subscription	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Parking Guidance Software Subscription	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Bank Fees	**$ 8,276**	$ 690	$ 690	$ 690	$ 690	$ 690	$ 690	$ 690	$ 690	$ 690	$ 690	$ 690	$ 690
Mural Project	**$ 15,443**	$ -	$ 15,443	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Luggage Storage	**$ 50,000**	$ 4,167	$ 4,167	$ 4,167	$ 4,167	$ 4,167	$ 4,167	$ 4,167	$ 4,167	$ 4,167	$ 4,167	$ 4,167	$ 4,167
Total - OPEX	**$ 109,623**	**$ 6,598**	**$ 22,041**	**$ 6,598**	**$ 6,598**	**$ 6,598**	**$ 6,598**	**$ 6,598**	**$ 21,598**	**$ 6,598**	**$ 6,598**	**$ 6,598**	**$ 6,598**
PARCS Technology	**$ 149,060**	$ -	$ -	$ 14,906	$ 14,906	$ 14,906	$ 14,906	$ 14,906	$ 14,906	$ 14,906	$ 14,906	$ 14,906	$ 14,906
Occupancy Tracking / Garage Lighting	**$ -**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total - CAPEX	**$ 149,060**	**$ -**	**$ -**	**$ 14,906**	**$ 14,906**	**$ 14,906**	**$ 14,906**	**$ 14,906**	**$ 14,906**	**$ 14,906**	**$ 14,906**	**$ 14,906**	**$ 14,906**
Operating Supplies	**$ 5,000**	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Signage	**$ 3,500**	$ 3,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Uniforms	**$ 7,937**	$ 7,937	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Furniture	**$ 6,500**	$ 6,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Computers	**$ 8,800**	$ 8,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total - Transition Expenses	**$ 31,737**	**$ 31,737**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Management Fee	**$ 240,000**	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000
Total Expenses	**$ 1,897,400**	**$ 188,196**	**$ 168,756**	**$ 171,365**	**$ 171,365**	**$ 168,219**	**$ 146,605**	**$ 144,258**	**$ 161,605**	**$ 146,605**	**$ 139,564**	**$ 146,605**	**$ 144,258**