

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/06/2023

Contract/Lease Control #: C24-3929-AP

Procurement#: ITN AP 50-23

Contract/Lease Type: CONTRACT - AGREEMENT

Award To/Lessee: LAZ FLORIDA PARKING, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/02/2024

Expiration Date: 01/01/2029 W/1 (5 YEAR RENEWAL)

Description of: MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT  
WALTON BEACH (VPS) AIRPORT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed: \_\_\_\_\_

CC: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

CL4-3929-AP

Procurement/Contract/Lease Number: TBD Tracking Number: 5015-24  
Procurement/Contractor/Lessee Name: LAZ Parking Grant Funded: YES \_\_\_ NO X  
Purpose: Management of Parking Facilities at VPS  
Date/Term: 5yrs w/ 15:renewal 1.  GREATER THAN \$100,000  
Department #: 4202 2.  GREATER THAN \$50,000  
Account #: 534423 3.  \$50,000 OR LESS  
Amount: \$1 million  
Department: airport Dept. Monitor Name: Stoje

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 11-17-23  
Purchasing Manager or designee: \_\_\_\_\_ DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: NO Federal Aid Grant Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator: \_\_\_\_\_ Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 11-17-23  
Risk Manager or designee: \_\_\_\_\_ Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 11-20-23  
County Attorney: \_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

IT Review (if applicable)

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Monday, November 20, 2023 11:18 AM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons  
**Subject:** Re: LAZ agreement-urgent  
**Attachments:** VPS LAZ Draft Agreement 11.17.23 - Destin-Ft Walton Airport(ao111723) LMH edits.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Monday, November 20, 2023 8:24:05 AM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons  
**Subject:** LAZ agreement-urgent

Good morning ladies,  
We are having a meeting today at 2:00 to finalize some items and wanted to see if we could get legal review prior to that meeting.  
Thank you,

DeRita Mason



SAVE THE DATE! Registration is now OPEN!  
Purs for Procurement Golf Classic  
CGCC Annual Purs for Procurement Golf Classic  
November 17, 2023  
Blackwater Golf Club  
4927 Antioch Road  
Crestview, FL 32536  
**BLACKWATER**  
GOLF CLUB

DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road

## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Friday, November 17, 2023 11:05 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Kerry Parsons  
**Subject:** FW: LAZ Draft Agreement-Urgent review  
**Attachments:** VPS LAZ Draft Agreement 11.17.23 - Destin-Ft Walton Airport(ao111723).docx

**Importance:** High

Good morning DeRita,

The VPS LAZ Draft agreement has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

### Odessa Cooper-Pool

Public Records & Contracts Specialist |Risk Management  
Okaloosa County BCC  
302 N. Wilson Street, Crestview, FL 32536  
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, November 17, 2023 6:47 AM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Kerry Parsons <kparsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>  
**Subject:** FW: LAZ Draft Agreement-Urgent review  
**Importance:** High

Good morning,

Please review and approve the attached. We need to get this one on the Dec 5 board meeting in order to have a start date of Feb 1 and a smooth transition from the previous vendor. They have a few comments on here that will not affect the legal/risk review.

Thank you,



# Board of County Commissioners Purchasing Department

State of Florida

Date: October 6, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
ITN AP 50-23

Management of Parking Facilities at Destin-Fort Walton Beach (VPS) Airport

Okaloosa County would like to thank all businesses, which submitted proposals for Management of Parking Facilities at Destin-Fort Walton Beach (VPS) Airport. (ITN AP 50-23).

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

**LAZ Florida Parking, LLC**  
**404 Washington Ave., Suite 640**  
**Miami Beach, FL 33139**

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

**DeRita Mason**

Digitally signed by DeRita  
Mason  
Date: 2023.10.04 15:51:14  
-05'00'

DeRita Mason  
Purchasing Manager

# LAZ PARKING LTD, LLC

Unique Entity ID <b>SBNMMP1NMVH3</b>	CAGE / NCAGE <b>1H6X4</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Dec 7, 2023</b>	
Physical Address <b>1 Financial PLZ FL 14 Hartford, Connecticut 06103-2601 United States</b>	Mailing Address <b>One Financial Plaza 14TH Floor Hartford, Connecticut 06103-2500 United States</b>	

Doing Business as <b>LAZ Parking</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Connecticut 01</b>	State / Country of Incorporation <b>Connecticut / United States</b>	URL <b>(blank)</b>

<b>Registration Dates</b>		
Activation Date <b>Dec 9, 2022</b>	Submission Date <b>Dec 7, 2022</b>	Initial Registration Date <b>Nov 9, 2001</b>

<b>Entity Dates</b>	
Entity Start Date <b>Jan 1, 1985</b>	Fiscal Year End Close Date <b>Dec 31</b>

<b>Immediate Owner</b>	
CAGE <b>8HD40</b>	Legal Business Name <b>LAZ KARP ASSOCIATES, LLC</b>

<b>Highest Level Owner</b>	
CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>

**Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.



Active Exclusions Records?  
**No**



I authorize my entity's non-sensitive information to be displayed in SAM public search results:  
**Yes**



<b>Business Types</b>		
Entity Structure	Entity Type	Organization Factors

**Socio-Economic Types**

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Accepts Credit Card Payments  
**Yes**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**1H6X4**

**Electronic Business**

☒  
Pete Gerardi, Sr Director Operational Accting

One Financial Plaza  
14TH Floor  
Hartford, Connecticut 06103  
United States

**Government Business**

☒  
Robert Maroney, VP Government services

One Financial Plaza  
14TH Floor  
Hartford, Connecticut 06103  
United States

Michael Kuziak, COO

One Financial Plaza  
14TH Floor  
Hartford, Connecticut 06103  
United States

**NAICS Codes**

Primary  
**Yes**

NAICS Codes  
**812930**

NAICS Title  
**Parking Lots And Garages**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States  
**Any**

Counties  
**(blank)**

Metropolitan Statistical Areas  
**(blank)**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

## Detail by FEI/EIN Number

Florida Limited Liability Company  
LAZ FLORIDA PARKING, LLC

### Filing Information

<b>Document Number</b>	L07000100284
<b>FEI/EIN Number</b>	26-1172679
<b>Date Filed</b>	10/02/2007
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	08/19/2011
<b>Event Effective Date</b>	NONE

### Principal Address

404 Washington Avenue  
SUITE 640  
Miami Beach, FL 33139

Changed: 06/14/2022

### Mailing Address

One Financial Plaza, 14th floor  
HARTFORD, CT 06103

Changed: 03/15/2021

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525

Name Changed: 03/01/2010

Address Changed: 03/01/2010

### Authorized Person(s) Detail

#### **Name & Address**

Title CEO



LAZOWSKI, ALAN B  
One Financial Plaza  
HARTFORD, CT 06103

Title President

KARP, JEFFREY N  
One Financial Plaza  
Hartford, CT 06103

Title COO

Kuziak, Michael  
One Financial Plaza  
HARTFORD, CT 06103

Title CFO

Owen, Nathan  
One Financial Plaza  
HARTFORD, CT 06103

Title Chief Culture Officer

Harth, Michael  
One Financial Plaza  
HARTFORD, CT 06103

Title Member

Laz Karp Associates, LLC  
One Financial Plaza, 14th floor  
HARTFORD, CT 06103

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	03/15/2021
2022	01/25/2022
2023	04/24/2023

#### **Document Images**

<a href="#"><u>04/24/2023 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/25/2022 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/15/2021 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/19/2020 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/28/2019 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/27/2018 -- AMENDED ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/16/2018 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/20/2017 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>

<a href="#"><u>01/25/2016 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/12/2015 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/08/2014 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/05/2013 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/08/2012 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>08/19/2011 -- LC Amendment</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/06/2011 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/01/2010 -- Reg. Agent Change</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/09/2010 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/24/2009 -- LC Amendment and Name Change</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/22/2009 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>09/03/2008 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>11/08/2007 -- LC Article of Correction</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>10/02/2007 -- Florida Limited Liability</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>10/02/2007 -- Merger</u></a>	<a href="#">View image in PDF format</a>

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA**  
**AND LAZ FLORIDA PARKING, LLC**  
**CONTRACT ID C24-3929-AP**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made this 5th, day of December 2023, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and LAZ Florida Parking, LLC a Florida Limited Liability Company, whose address is 404 Washington Ave., Suite 640, Miami Beach, FL 33139 authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 26-1172679.

**RECITALS**

**WHEREAS**, the County seeks a contractor to provide **Management of Parking Facilities at Destin-Fort Walton Beach Airport (VPS)** (“Services”); and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County issued an Invitation to Negotiate to competitively procure the Services and has selected Contractor to perform these Services. A copy of the procurement and Contractor’s response to the procurement is included as Attachment “A”; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County in accordance with Attachment “A” attached hereto and made a part of the Agreement.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – Procurement ITN AP 50-23 and Contractor’s Response

Attachment “B” – Insurance Requirements

Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities

Attachment “D” – Scrutinized Companies Certification

Attachment “E” – Capital Project Equipment Specifications and Proposed Amortization Table

**2. Services.** Contractor agrees to perform the following services, **Management of Parking Facilities at Destin-Fort Walton Beach (VPS) Airport**. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County.

Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The effective date of this Agreement shall be December 5, 2023. The commencement date for operations and the agreement term will be January 2, 2024, and shall continue for five (5) years, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 19 entitled 'Indemnification and Waiver of Liability' shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to one (1) five (5) year renewal. If the County and Contractor decide not to extend this agreement. County will pay any unamortized portion of Contractor's investment as outlined in Attachment E to this Agreement, if applicable.

**4. Compensation.** The Contractor agrees to provide the Services to the County in accordance with Attachment "A" attached hereto and made a part of the contract.

- a. Contractor shall collect, safeguard and deposit all revenue from the operation. Contractor will remit to the Airport by the 1<sup>st</sup> and 15<sup>th</sup> of each month all Net Revenue (Gross Revenue less sales tax and credit card processing fees) from the operation. Contractor will deduct from the remittal 27.0% as payment of all services under this agreement. Contractor will also submit to Airport requested documentation to verify revenue generated from the operation. Upon initiation of the employee shuttle service, as directed by the County, Contractor will deduct an additional 4.0% of monthly net revenue prior to remittance to the County. Once Net Revenue (Gross Revenue less sales tax and credit card processing fees) reaches \$6,000,000 annually monthly percentage compensation to Contractor will be reduced to 15% including all capital investment projects. In addition, Contractor agrees to provide the County with any additional documentation and reporting as requested by the County.
- b. **PARCs Reimbursement.** Contractor shall procure and install a fully automated PARCs system as outlined in the ITN (Attachment "A"). County will pay quoted price not to exceed \$850,000 for PARCs and installation when project is complete. Product specifications to be added to Attachment "E" upon project completion.
- c. **Shuttle Vehicle Reimbursement.** Contractor shall procure the following vehicles at Contractors expense:
  - i. Two (2) – 14 passenger, perimeter seating shuttle vehicles
  - ii. Two (2) - 8 passenger golf cart vehicles
  - iii. One (1) Operations vehicle

All vehicles are to be used exclusively for the operation at VPS. Contractor is responsible for all maintenance and upkeep of the vehicles and must maintain them in good working

- order and appearance for the shuttle service. The County will provide, at no charge to Contractor, fuel for the vehicles. County will pay Contractor when vehicles are procured not to exceed \$450,000. Contractor will provide all invoices. County will cover all maintenance expenses for the vehicles at cost plus 5.0%. Equipment specifications to be added to Attachment "E" upon delivery and purchase.
- d. **EV Chargers Reimbursement.** Contractor shall install 10 Dual-sided EV Chargers (5 in Lot A and 5 in Lot B) at locations agreed upon by both parties. Contractor will be responsible for upkeep and maintenance of the EV Chargers throughout the term of this Agreement. The County will provide, at no charge to Contractor, electric for the chargers. County will pay Contractor when equipment is installed not to exceed \$300,000. County will cover all maintenance expenses for the chargers at cost plus 5.0%. Equipment specifications to be added to Attachment "E" upon installation and purchase.
- e. **Lighting Upgrade Reimbursement.** Upon direction by the County, Contractor shall procure and install lot occupancy signs as well as complete the Lighting upgrades to Lot A, Lot B and Employee Lot at a cost not to exceed \$350,000. Contractor will be responsible for the upkeep and maintenance of the Lot Occupancy signs. County will be responsible for maintenance and upkeep of the lighting improvements. As compensation for this investment, Contractor will deduct an additional 1.75% of monthly revenue over a ten (10) year period. Draft amortization schedule included with Attachment "E" or County may elect to pay for project in full when and if executed.
- f. **Additional Capital Investment by Contractor.** The County/Airport may, at its sole discretion, initiate discussions with Contractor for additional capital investment or development projects at the Airport such as development and financing of a parking structure, CONRAC facility, pavement repairs and upgrades, etc. Any project must be agreed upon by both parties and added as an amendment to this Agreement.
- g. In the event this Agreement is terminated for any reason or not extended the full term, County/Airport agrees to pay any unpaid portion of the investments represented in items a through f of this section.
- h. **Payment Schedule.** Contractor will remit on the 1<sup>st</sup> and 15<sup>th</sup> of every month all Net Revenue (Gross Revenue less sales tax and credit card processing fees) generated from the parking and shuttle operation at the Airport. Contractor shall deduct the applicable percentage fee from the remittance based on the percentage management fee (27.0%) plus any of the projects listed in this section (a through e above) prior to remittance to the County/Airport. Any late remittance of payment to the Airport by Contractor will result in a penalty of 8.0% annual interest on funds owed. Upon full execution of this Agreement, County directs Contractor to proceed with capital projects b through d.
- i. **Contractor Responsibilities:** Contractor is responsible for all expenses associated with the operation and any approved capital projects as listed above except the following which remain the responsibility and expense of the County/Airport:

1. All utilities including but limited to electric, water, sewer, HVAC, internet and phone service
  2. All facilities and structures including but not limited to parking booths, parking lots, pavement and structural issues
  3. Any taxes outside of gross receipt sales taxes on parking revenue collected by the operator and Contractor's personal property taxes
  4. Fuel for the shuttle and operational vehicles.
- ii. Contractor is responsible to repair any damage to the facilities caused directly by the Contractor as well as the interior of any structures provided by the County/Airport.
- i. Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
5. **Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days. Ownership of any equipment or capital improvements required under this agreement, vest with the County once Contractor has been paid in full.
6. **Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.
7. **Termination and Remedies for Breach.**
- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation in writing of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 3 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 6 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
  - c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
  - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 8 below, may result in immediate termination of this Agreement.
  - e. Payment of Capital Investment (if applicable). If the County terminates this agreement, for any reason, County will pay the unamortized portion of Contractor's investment as outlined in Attachment E to this Agreement.
  - f. Relief. If enplanements drop 25% or greater in any month compared to 2023 monthly enplanements, Contractor and County will agree to negotiate acceptable terms to both parties for relief for the Contractor.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing

in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. **Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

10. **Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.



**11. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, addressed to such party as follows:

<b>If to the County:</b>	Tracy Stage, Airports Director 1701 State Road 85 N Eglin AFB, FL 32542 850-651-7160 <a href="mailto:tstage@myokaloosa.com">tstage@myokaloosa.com</a>	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>	Chris Howley, Vice President LAZ Florida Parking, LLC, 404 Washington Ave, Suite 640 Miami Beach, FL 33139 401-443-0585 <a href="mailto:chowley@lazparking.com">chowley@lazparking.com</a>	<b>With a copy to:</b> LAZ Legal Department 1 Financial Plaza, 14 <sup>th</sup> Floor Hartford, CT 06103 <a href="mailto:legalmail@lazparking.com">legalmail@lazparking.com</a>

**12. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six of Exhibit C in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may

request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**16. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**17. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**18. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**19. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**20. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors,

mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**21. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**22. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**23. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or

events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

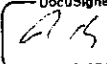
**24. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**25. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**26. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**LAZ FLORIDA PARKING, LLC:**

DocuSigned by:  
  
2A79716D95E94D3

COO

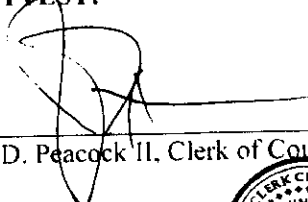
Signature

BY:

Michael Kuziak

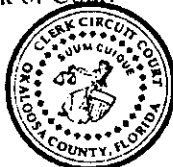
Print Name

**ATTEST:**

  
\_\_\_\_\_  
J.D. Peacock II, Clerk of Court

**OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

  
BY: \_\_\_\_\_  
Robert A. "Trey" Goodwin III, Chairman



Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**3. Term and Renewal.** The effective date of this Agreement shall be December 5, 2023. The commencement date for operations and the agreement term will be January 2, 2024, and shall continue for five (5) years, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 19 entitled 'Indemnification and Waiver of Liability' shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to one (1) five (5) year renewal. If the County and Contractor decide not to extend this agreement. County will pay any unamortized portion of Contractor's investment as outlined in Attachment E to this Agreement, if applicable.

**4. Compensation.** The Contractor agrees to provide the Services to the County in accordance with Attachment "A" attached hereto and made a part of the contract.

- a. Contractor shall collect, safeguard and deposit all revenue from the operation. Contractor will remit to the Airport by the 1<sup>st</sup> and 15<sup>th</sup> of each month all Net Revenue (Gross Revenue less sales tax and credit card processing fees) from the operation. Contractor will deduct from the remittal 27.0% as payment of all services under this agreement. Contractor will also submit to Airport requested documentation to verify revenue generated from the operation. Upon initiation of the employee shuttle service, as directed by the County, Contractor will deduct an additional 4.0% of monthly net revenue prior to remittance to the County. Once Net Revenue (Gross Revenue less sales tax and credit card processing fees) reaches \$6,000,000 annually monthly percentage compensation to Contractor will be reduced to 15% including all capital investment projects. In addition, Contractor agrees to provide the County with any additional documentation and reporting as requested by the County.
- b. **PARCs Reimbursement.** Contractor shall procure and install a fully automated PARCs system as outlined in the ITN (Attachment "A"). County will pay quoted price not to exceed \$850,000 for PARCs and installation when project is complete. Product specifications to be added to Attachment "E" upon project completion.
- c. **Shuttle Vehicle Reimbursement.** Contractor shall procure the following vehicles at Contractors expense:
  - i. Two (2) – 14 passenger, perimeter seating shuttle vehicles
  - ii. Two (2) - 8 passenger golf cart vehicles
  - iii. One (1) Operations vehicle

All vehicles are to be used exclusively for the operation at VPS. Contractor is responsible for all maintenance and upkeep of the vehicles and must maintain them in good working

order and appearance for the shuttle service. The County will provide, at no charge to Contractor, fuel for the vehicles. County will pay Contractor when vehicles are procured not to exceed \$450,000. Contractor will provide all invoices. County will cover all maintenance expenses for the vehicles at cost plus 5.0%. Equipment specifications to be added to Attachment "E" upon delivery and purchase.

- d. **EV Chargers Reimbursement.** Contractor shall install 10 Dual-sided EV Chargers (5 in Lot A and 5 in Lot B) at locations agreed upon by both parties. Contractor will be responsible for upkeep and maintenance of the EV Chargers throughout the term of this Agreement. The County will provide, at no charge to Contractor, electric for the chargers. County will pay Contractor when equipment is installed not to exceed \$300,000. County will cover all maintenance expenses for the chargers at cost plus 5.0%. Equipment specifications to be added to Attachment "E" upon installation and purchase.
- e. **Lighting Upgrade Reimbursement.** Upon direction by the County, Contractor shall procure and install lot occupancy signs as well as complete the Lighting upgrades to Lot A, Lot B and Employee Lot at a cost not to exceed \$350,000. Contractor will be responsible for the upkeep and maintenance of the Lot Occupancy signs. County will be responsible for maintenance and upkeep of the lighting improvements. As compensation for this investment, Contractor will deduct an additional 1.75% of monthly revenue over a ten (10) year period. Draft amortization schedule included with Attachment "E" or County may elect to pay for project in full when and if executed.
- f. **Additional Capital Investment by Contractor.** The County/Airport may, at its sole discretion, initiate discussions with Contractor for additional capital investment or development projects at the Airport such as development and financing of a parking structure, CONRAC facility, pavement repairs and upgrades, etc. Any project must be agreed upon by both parties and added as an amendment to this Agreement.
- g. In the event this Agreement is terminated for any reason or not extended the full term, County/Airport agrees to pay any unpaid portion of the investments represented in items a through f of this section.
- h. **Payment Schedule.** Contractor will remit on the 1<sup>st</sup> and 15<sup>th</sup> of every month all Net Revenue (Gross Revenue less sales tax and credit card processing fees) generated from the parking and shuttle operation at the Airport. Contractor shall deduct the applicable percentage fee from the remittance based on the percentage management fee (27.0%) plus any of the projects listed in this section (a through e above) prior to remittance to the County/Airport. Any late remittance of payment to the Airport by Contractor will result in a penalty of 8.0% annual interest on funds owed. Upon full execution of this Agreement, County directs Contractor to proceed with capital projects b through d.
  - i. **Contractor Responsibilities:** Contractor is responsible for all expenses associated with the operation and any approved capital projects as listed above except the following which remain the responsibility and expense of the County/Airport:

1. All utilities including but limited to electric, water, sewer, HVAC, internet and phone service
  2. All facilities and structures including but not limited to parking booths, parking lots, pavement and structural issues
  3. Any taxes outside of gross receipt sales taxes on parking revenue collected by the operator and Contractor's personal property taxes
  4. Fuel for the shuttle and operational vehicles.
- ii. Contractor is responsible to repair any damage to the facilities caused directly by the Contractor as well as the interior of any structures provided by the County/Airport.
- i. Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
5. **Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days. Ownership of any equipment or capital improvements required under this agreement, vest with the County once Contractor has been paid in full.
6. **Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.
7. **Termination and Remedies for Breach.**
- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation in writing of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.



- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 3 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 6 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
  - c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
  - d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 8 below, may result in immediate termination of this Agreement.
  - e. Payment of Capital Investment (if applicable). If the County terminates this agreement, for any reason, County will pay the unamortized portion of Contractor's investment as outlined in Attachment E to this Agreement.
  - f. Relief. If enplanements drop 25% or greater in any month compared to 2023 monthly enplanements, Contractor and County will agree to negotiate acceptable terms to both parties for relief for the Contractor.

**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing

in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

**9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

**10. Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**11. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, addressed to such party as follows:

<b>If to the County:</b>	Tracy Stage, Airports Director 1701 State Road 85 N Eglin AFB, FL 32542 850-651-7160 <a href="mailto:tstage@myokaloosa.com">tstage@myokaloosa.com</a>	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>	Chris Howley, Vice President LAZ Florida Parking, LLC, 404 Washington Ave, Suite 640 Miami Beach, FL 33139 401-443-0585 <a href="mailto:chowley@lazparking.com">chowley@lazparking.com</a>	<b>With a copy to:</b> LAZ Legal Department 1 Financial Plaza, 14 <sup>th</sup> Floor Hartford, CT 06103 <a href="mailto:legalmail@lazparking.com">legalmail@lazparking.com</a>

**12. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six of Exhibit C in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may

request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**16. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**17. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**18. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**19. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**20. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors,

mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**21. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**22. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**23. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or

events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

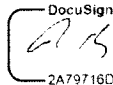
**24. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**25. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**26. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**LAZ FLORIDA PARKING, LLC:**

DocuSigned by:  
  
2A79716D65E94D3

COO

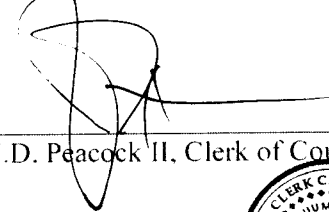
Signature

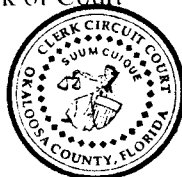
BY:

Michael Kuziak

Print Name

**ATTEST:**

  
\_\_\_\_\_  
J.D. Peacock II, Clerk of Court



**OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

BY:   
Robert A. "Trey" Goodwin III, Chairman



**Attachment "A"**  
**Vendor's Proposal**

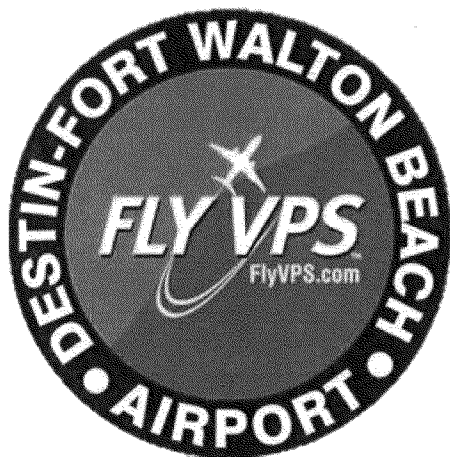
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# MANAGEMENT OF PARKING FACILITIES

## At Destin-Fort Walton Beach Airport

### #ITN AP 50-23



**Chris Howley, Vice President**

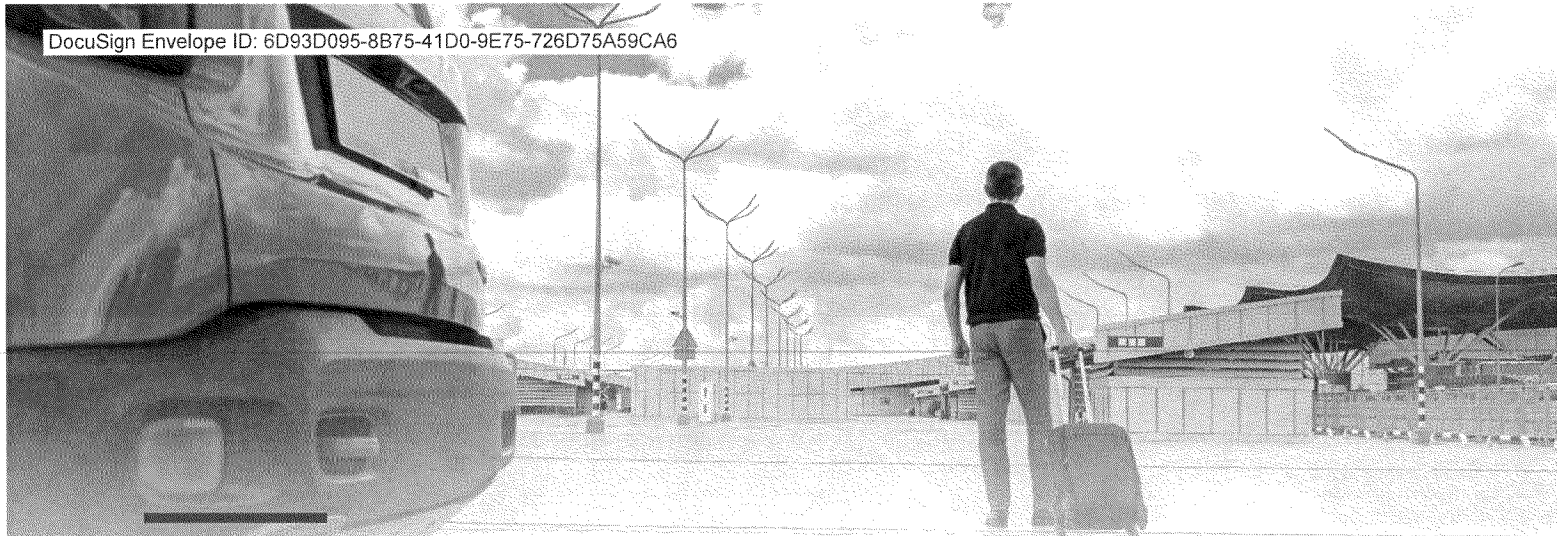
**CHowley@LAZParking.com**

**401-443-0585**

**LAZ Florida Parking, LLC**  
**Airports@LAZParking.com**  
**404 Washington Ave. Suite 640**  
**Miami Beach, FL 33139**

**2023-25 ACCREDITED  
PARKING  
ORGANIZATION®**





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# I. EXECUTIVE SUMMARY

September 13, 2023

Okaloosa County Purchasing Department  
ATTN: DeRita Mason  
Purchasing Manager  
5479A Old Bethel Road | Crestview, FL 32536  
850.689.5960 | dmason@myokaloosa.com

## RE: Management of Parking Facilities at Destin-Fort Walton Beach Airport #ITN AP 50-23

To Whom It May Concern:

On behalf of the entire **LAZ Parking** organization, we are pleased to submit the enclosed proposal in response to Management of Parking Facilities at Destin-Fort Walton Beach (VPS) Airport #ITN AP 50-23. **LAZ Parking** is committed to exceeding the expectations as outlined in the ITN and is uniquely experienced to partner with the Airport to provide first-class parking operations, superior customer service and increased revenue generation and expense reduction. We have provided all the information requested by ITN opportunity plus some improved technology, operational efficiencies, and customer service enhancements. We are excited about the opportunity of working with the County, the Airport, and its staff to build a partnership in serving the traveling public and local community.

**LAZ Parking** exceeds all minimum requirements as set out by the ITN document. We believe you will find we have significant Airport specific experience and qualifications that will bring a fresh perspective and foster success to the parking, shuttle operation and capital projects. We have a proven record of accomplishment of success with similar projects evidenced by our operations at more than 30 airports domestically including BNA, PIT, PNS, SMF, OAK, TUL, PVD, GSP, AVL, MOT and MHT (to name a few), managing remarkably similar responsibilities as your requirements.

**Experience & Qualifications:** **LAZ** is one of the largest parking companies in the US and is currently the parking operator at more than 4,250 facilities, with 14,000+ dedicated employees. We manage more than 1.4MM parking spaces and \$1.4 Billion in parking revenue.

**LAZ Parking** is also one of the nation's premier operators specializing in parking services for Airports, Municipalities, and Government Agencies. This affords us a nuanced understanding of the balance that

airport and government clients must achieve between public accountability and service to the community. Our experience working with Airport Parking operations across the country includes many domestic airports of assorted sizes and complexities:

Nashville International Airport (BNA)	Pittsburgh International Airport (PIT)
Asheville Regional Airport (AVL)	Kalamazoo/Battle Creek Intl. Airport (AZO)
Greenville Spartanburg Intl. Airport (GSP)	Minot International Airport (MOT)
Pensacola International Airport (PNS)	Oakland International Airport (OAK)
Tulsa International Airport (TUL)	John Wayne Airport (SNA)
Los Angeles Intl. Airport (LAX)	Sacramento International Airport (SMF)
Manchester Boston Regional Airport (MHT)	TF Green Providence Airport (PVD)

Listed above is a sampling of our airports. At our airport operations, we provide parking and shuttle operations management and maintenance as described and requested in this ITN. In most of our airport agreements, we have provided and delivered significant capex projects such as new PARCs equipment, parking space guidance systems, new lighting, comprehensive signage, GPS tracking and customer facing social media notifications. Our response to your ITN goes into more detail regarding our current airport operations and our ability to meet and exceed all the requirements for Destin-Fort Walton Beach (VPS) Airport.

**Creative Solutions:** Our executives have significant, direct operational experience with the Destin-Fort Walton Beach (VPS) Airport operations. In addition, we visited and toured the facilities, responded to all information requested in the ITN document and reviewed ITN amendment (Addendum 1 posted on August 29). In doing so, we have crafted a unique solution to increase revenue, accountability and customer service while reducing expenses using reliable technology. In addition, we have provided a couple other revenue enhancement technologies that will allow us grow Airport revenue without increasing labor. We also offer to help fund/finance any related capital projects mutually agreed upon with the Airport.

In addition to providing management of the operations as you have requested, we have outlined in this proposal our methods and concepts of a more efficient operation and improving the customer experience. We are proposing a full-time Manager and Assistant Manager as well as 24-hour supervision to enhance oversight of the operation and free up management to handle any issues that may arise, but will focus on accountability, efficiency, cleanliness, and customer/client service. We have enhanced the CSR (Customer Service Representative) position to focus on the needs of the patrons first and foremost and this position will be cross trained into every other position. They spend the majority of their time out in the facilities, helping to maintain them, but more importantly being visible and looking for opportunities to engage and assist customers. This position will be stationed at the arriving Customer Service booth.

In addition, the on-site management, and staff, we can use our Customer Care Center (CCC – customer call center) to provide 24/7/365 coverage of the operation adding additional layer of responsiveness in case the on-site staff is assisting other customers. Any patron may reach our management or the Customer Care Center by pushing a button on any entry and exit locations to receive immediate assistance with any issues or questions they may have. Our systems (BI (Business Intelligence), Data Analytics and Customer Call Center) have integrations with all the majority of PARCs systems including your current HUB system and any system we would propose for replacement of your current system (if that were the direction VPS would like to pursue). Our proposal also provides revenue enhancements

and customer service amenities such as reservations and pre-payment through various payment options. We will offer reservations and text to pay services at no cost to the Airport.

**Seamless Transition:** We recognize that a successful airport parking management transition is seamless and transparent to your travelers. Our years of experience and our successful execution of thousands of operations will ensure that the transition will be disappointing and the only impact customers will feel will be positive. LAZ has transitioned over 2,800 new operations over the past 12 years and 15 airport operations in the last 5 years. We have a strategic approach to all our transitions and understand that planning and communication is the key to a successful transition.

**Other LAZ Parking Advantages:**

**Operational Support:** LAZ Parking has more than 50 managers & 850 employees in the region.

**Power BI & Analytics:** Our advanced technology allows us to share valuable data about our mutual customers and the operational for pro-active instead of reactive management.

**Reservations and Additional Payment Options:** At no additional cost to the Airport, we can provide reservations and additional payment options such as reservations & text to park.

**Exceptional Support:** The operation will be supported by our dedicated Airport Service Team, Regional Team, and LAZ Home Office.

**ACDBE Participation:** LAZ Parking has committed to exceeding any goals set out by the Airport.

**LAZ Parking** wishes to foster a true partnership whereby our success is dependent upon producing real financial returns, superior service levels, and community focus. LAZ is committed to providing the highest possible levels of customer service, attention to detail, tangible operational solutions, consulting services, capital investment, project management and results-driven data analytics to achieve operational excellence.

We hope to be your partner in parking and shuttle operations management moving forward. We commit to working closely with the Airport staff to bring best practices to the table and improve efficiency, customer service and accountability.

Sincerely,



**Chris J. Howley**  
Vice President  
1 Financial Plaza, Floor 14  
Harford, CT 06103  
401.443.0585  
[chowley@lazparking.com](mailto:chowley@lazparking.com)



**Chris Walsh**  
Regional Vice President  
404 Washington Ave., Ste. 640  
Miami, FL 33139  
786.566.3086  
[cwalsh@lazparking.com](mailto:cwalsh@lazparking.com)



**Don Barrett, CAPP, ParkSmart Advisor**  
Vice President, Airport Operations  
1 Financial Plaza, Floor 14  
Harford, CT 06103  
937.272.5161  
[dbarrett@lazparking.com](mailto:dbarrett@lazparking.com)

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## II. PROPOSAL FORMS

### RESPONSE DOCUMENT LIST

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INVITATION TO NEGOTIATE (ITN) & RESPONDENT'S ACKNOWLEDGEMENT  
RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION  
RESPONSE DOCUMENT #2: CONFLICT OF INTEREST  
RESPONSE DOCUMENT #3: FEDERAL E-VERIFY  
RESPONSE DOCUMENT #4: CONE OF SILENCE FORM  
RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS  
RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT  
RESPONSE DOCUMENT #7: COMPANY DATA  
RESPONSE DOCUMENT #8: CERTIFICATION REGARDING LOBBYING  
RESPONSE DOCUMENT #9: SWORN STATEMENT – PUBLIC ENTITY CRIMES  
RESPONSE DOCUMENT #10: GOVERNMENTAL DEBARMENT & SUSPENSION  
RESPONSE DOCUMENT #11: VENDORS ON SCRUTINIZED COMPANIES LIST  
RESPONSE DOCUMENT #12: GRANT FUNDED CLAUSES  
RESPONSE DOCUMENT #13: SAM.GOV REGISTRATION  
RESPONSE DOCUMENT #14: REFERENCES  
RESPONSE DOCUMENT #15: CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA



**INVITATION TO NEGOTIATE (ITN) & RESPONDENT'S ACKNOWLEDGEMENT**

**ITN TITLE:**  
Management of Parking Facilities at  
Destin-Fort Walton Beach (VPS) Airport

**ITN NUMBER:**  
ITN AP 50-23

<b>ISSUE DATE</b>	July 31, 2023 9:00 A.M CDT
<b>MANDATORY PRE-PROPOSAL MEETING:</b>	August 16, 2023 1:30 P.M. CDT
<b>LAST DAY FOR QUESTIONS:</b>	August 22, 2023 3:00 P.M. CDT
<b>ITN OPENING DATE &amp; TIME:</b>	September 13, 2023 3:00 P.M. CDT

**NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.**

Okaloosa County, Florida solicits your company to submit a response on the above referenced services. All terms, specifications and conditions set forth in this ITN are incorporated into your response. A response will not be accepted unless all conditions have been met. All responses must have an authorized signature in the space provided below. All responses must be submitted electronically by the time and date listed above. Responses may not be withdrawn for a period of one-hundred twenty (120) days after the bid opening unless otherwise specified.

**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME LAZ Florida Parking LLC

MAILING ADDRESS 404 Washington Ave.  
Suite 640

CITY, STATE, ZIP Miami Beach, FL 33139

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 26-1172679

TELEPHONE NUMBER: 401-443-0585 EXT: \_\_\_\_\_ FAX: 860-761-3114

EMAIL: CHowley@LAZParking.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME Chris Howley

TITLE: Vice President DATE 09/10/2023

Rev: September 22, 2015



## NOTICE TO RESPONDENTS ITN AP 50-23

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept responses until 3:00 P.M. September 13, 2023 for **Management of Parking Facilities at Destin-Fort Walton Beach (VPS) Airport.**

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

A **mandatory** pre-proposal conference will be held at **1:30 pm** local time on **August 16, 2023** at the **Destin-Fort Walton Beach (VPS) Airport** located at 1701 Florida 85, Eglin AFB, FL 32542. \*Please RSVP to Purchasing Department\*

Unless otherwise stipulated in the bid/bid description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 P.M. (CST) September 13, 2023**, at which time all timely submitted bids will be opened and reviewed.

The County reserves the right to award to the firm submitting a responsive submittal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in responses received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

For solicitation information, please contact:

DeRita Mason, Purchasing Manager  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
850-689-5960

\_\_\_\_\_  
DeRita Mason  
Purchasing Manager

\_\_\_\_\_  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ROBERT A. "TREY" GOODWIN III, CHAIRMAN



## **SECTION I**

### **INVITATION TO NEGOTIATE REQUIREMENTS**

**PROJECT #: ITN AP 50-23**

**TITLE: Management of Parking Facilities at Destin-Fort Walton Beach (VPS) Airport**

**1.0 BACKGROUND:** The Destin – Fort Walton Beach Airport is a joint-use airport located on Eglin Air Force Base and is a small hub facility that provides air transportation for all of Northwest Florida from Tallahassee to Mobile. Currently, five commercial airlines operate from the Airport, carrying over 2 million passengers per year. This traffic consists mainly of originating and departing passengers offered by Allegiant, American, Delta, Southwest and Sun Country. Since 2016, VPS has been one of the fastest growing airports in the country. During calendar year 2022, the airport served over 2 million passengers. The passenger terminal consists of a two-level main terminal building containing various passenger and baggage process facilities, including ticketing and baggage check-in, baggage claim, baggage make-up, and concessions. Additionally, Concourse C was recently opened to provide an additional five gates on the east side of Parking Lot B. Ticketing, baggage check-in, baggage claim, and certain concessions such as the rental cars are on the first floor of the main terminal. Food, beverage, news, and gifts concessions are located on the first and second floors. Concourse C contains separate security screening and air-side concessions, serving primarily Allegiant passengers.

**1.1 SCOPE OF WORK:** The Destin-Fort Walton Beach Airport is requesting ITN proposals from qualified firms to provide management services for the operation and administration of public parking facilities at the Airport. Okaloosa County, which owns and operates the Airport will accept and review proposals from interested Proposers. The Airport operates 2,240 public parking spaces with total annual revenues exceeding \$3 million. The Proposer shall be responsible for the management and operation of the following parking facilities and systems: two (2) Public Parking Lots (A & B) with applicable access and revenue controls and customer service, a customer service booth near the entrance of Lot A, operation of the Airport's passenger shuttles, as well as access controls for employee lots, pre-arranged lots, taxi queues and any contingency overflow lots. The Facilities shall also include all ancillary parking exit and entry lanes, driveways, gates and all equipment, including entry and exit lane equipment, and computerized parking control systems. The Airport, at its sole discretion, reserves the right to include or exclude new or existing parking facilities and/or systems during the term of the contract.

This Scope of Work is not intended to be an all-encompassing description of the work necessary to manage and operate the Airport public parking facilities. The Proposer shall be required to perform other necessary duties as directed by the Airport. The Airport prides itself in providing first-class customer service and facilities; therefore, the Proposer shall manage and operate the Facilities in an effective, efficient, courteous, and accommodating manner. The Proposer shall use its utmost skill, diligence and professional care in operating the Facilities. The Proposer shall establish and maintain an organizational structure satisfactory to the Airports Director that clearly assigns authority, accountability and responsibility to its employees, sub-proposers and their employees, and provides for clear reporting relationships.

The organizational structure must also provide for an adequate segregation of duties to ensure that Airport assets under the custody and control of the Proposer are properly safeguarded.

## 1.2 REQUIREMENTS

1. Use the Airport's Parking Access and Revenue Control Systems to maintain a database, provide reports, and generally manage the parking facilities.
2. Provide 45-day transition plan to install a new user friendly, high-quality, reliable and durable Parking and Revenue Control System, using state-of-the-art technology that must easily be transferred to the control of the Airport or other vendor upon expiration of the Agreement.
3. Provide a plan and install an up-to-the-minute communication system to alert motorists and the Airport using social media and signs of available parking spaces.
4. Provide personnel to manage the Parking Operations seven (7) days per week, twenty-four (24) hours per day. Provide a detailed management and staffing organizational plan to include a listing of all support vendors with location and a 24-hour response requirement for repairs and maintenance of equipment.
5. Provide and manage shuttle service to the parking lots from open to close with times to be selected by the Airports Director or designee 7 days a week, 365 days a year. Minimum of two (2) new 14 passenger busses equipped with easy luggage storage, a backup camera, interior camera, low step entrances, 7' interior height, one of which should provide for wheelchair loading and unloading, custom wrapped. Minimum of two (2) new 6 passenger golf carts. Vehicle specifications and selections to be approved by the Airports.
6. Provide your customer service plan and how your customer service plan will be integrated into the Airport's overall amenities and services. Detail the strategies you propose to enhance the overall parking experience.
7. Provide qualification and depth of experience management team has with comparable airport facilities. Include at least three (3) references with current contact information to include name of contact, phone number, and email address. By providing these references, you are granting the Airport to contact these individuals to ask questions about their previous experience with your firm.
8. Provide plan to protect parking revenues, to include equipment, policies, and procedures for PCI compliance.
9. Install five (5) electric car charging stations in the A-Lot and five (5) electric charging stations in the Lot B and provide for triple the amount for future expansion of additional charging stations in each lot within twelve (12) months of contract award. Installation locations will be determined by the Airport. Time is of the essence as to this requirement and the County will suffer financial loss if this requirement is not completed within the times specified. The Contractor also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by the County if the work is not completed on time. Accordingly, instead of requiring of such proof, the parties agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the amount specified below for each day that expires after the 12-month deadline. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner. At the end of twelve (12) months, ten (10) electric charging stations should be fully functional and the infrastructure for twenty (20) more should be in place to install charging stations at a later date.

**Liquidated damages will be assessed at \$225.00 per calendar day.**

10. Provide a plan, design and construction to upgrade all Lot A and Lot B high mast lighting to energy efficient and maximum luminous lighting within 18 months of contract award.

11. Provide a fleet and equipment refresh plan should the option to renew is exercised for an additional five (5) years to be completed within ninety (90) days of renewal.

### 1.3 COMPETITION PROCEDURES:

The Invitation to Negotiate (ITN) is a competitive negotiation process that is used when Okaloosa County deems it in their best interest to negotiate with offers to achieve “best value”. A short list of acceptable respondents will be created for follow-on concurrent negotiation. Okaloosa County reserves the right to create a short list of respondents to whom the County wishes to enter negotiations. Not being selected for the short list of acceptable respondents shall not be protested.

### 1.4 TIMELINE GOALS (tentative)

Committee Review	Date: 26 July 2023
Advertise	Date: 31 July 2023
Mandatory Pre-Proposal Meeting and Site Survey	Date: 16 August 2023, 1:30 p.m.
Questions from potential proposers due	Date: 22 August 2023, 3:00 p.m.
Issue Addendum (if necessary)	Date: 25 August 2023
Proposal Response Due	Date: 13 September 2023, 3:00 p.m.
Review Committee Meeting	Date: 20 September 2023
Short List Announcement	Date: 22 September 2023, 9:30 a.m.
Oral Presentation/Demonstration with Responses	Date: 4 October 4, 2023
ITA Recommendation	Date: 6 October, 2023
Negotiations and Board Approval by	Date: 7 November 2023
Outsourced Support Transition Begins	Date: 13 November 2023
Transition Complete	Date: 31 December 2023

### 1.5 PROCEDURES

1. RSVP attendance of Pre-Proposal Meeting and Site Survey NLT August 15, 2023, 4:30 pm via vendor registry.
2. Pre-Proposal Meeting and Site Survey at Destin Fort-Walton Beach (VPS) Airport, 1701 Florida 85, Eglin AFB, FL 32542.
3. After the Pre-Proposal meeting and site survey send any remaining questions via Vendor Registry.
4. Receipt of Proposals to include the respondent’s Proposal Functionality Declaration. Proposals should be submitted electronically via Vendor Registry.
5. Public opening and listing of all proposals received.
6. An Evaluation Committee shall meet to evaluate each proposal in accordance with the requirements of this ITN.
7. A short list of proposers will be selected to go forward into final evaluation.
8. Once the short list is of Respondents is selected further information may be desired and clarifications sought on proposals.

9. Short-list Respondents may be requested to make additional written submissions with oral presentation/demonstration/samples on site to the Evaluation Committee. The location for the oral presentation/demonstration/sample presentation will be the Destin Fort-Walton Beach (VPS) Airport, 1701 Florida 85, Eglin AFB, FL 32542.
10. Negotiations will be conducted with best & final offers requested and reviewed.
11. The Evaluation Committee shall recommend to the Board of County Commissioners the proposal acceptance of which the Evaluation Committee deems to be in the best interest of the County.
12. Financial stability –In the case of federal and/or Florida state funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the county's risk assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

## **1.6 EVALUATION OF PROPOSALS:**

The selection of a respondent to provide the Management of Parking Facilities at Destin-Fort Walton Beach (VPS) Airport will be based on the criteria described below. This is provided as a supplemental document with the ITN. Your proposal should address the following areas:

1. Vendor's plan to maximize customer service and customer experience. **(25 points)**
2. Vendor's organization, staffing, experience, proven success, qualification, and depth of experience management team has with airport parking access and revenue control systems at comparable airport facilities (confirmed by references). **(20 points)**
3. Vendor's experience with identifying and installing a new user-friendly, high-quality, reliable and durable Parking and Revenue Control System, including revenue, non-revenue and ground transportation lots, using state-of-the-art technology. **(20 points)**
4. Vendor's plan to improve operational efficiency by reducing parking operations cost while improving customer service, safety, and revenue growth. **(20 points)**
5. Vendor's performance (confirmed by references). **(10 points)**
6. Vendor's experience with updating traffic control signs and installing electric vehicle charging stations. **(5 points)**

## **1.7 NEGOTIATION PROCESS:**

1. Vendors selected for the negotiation process will be selected from those who submit responses to this ITN. References will be provided within your response using the specified format in this ITN. Selection of vendors for this phase will be based on the respective vendor's scores on the criteria outlined in the Evaluation of Proposals section. Selected Proposers chosen to enter into the negotiation phase of this ITN will be notified.
2. During the negotiation process Respondents will be expected to provide responses in writing to questions or requests of clarification from Okaloosa County purchasing.

3. As a part of the evaluation process, the evaluation committee will schedule presentations from the short-list of respondents selected for the negotiation phase. A standard to follow during the presentations along with time limits will be given to the short-list respondents. Proposer(s) will be expected to follow the presentation standard and a set time limit. Presentation slides containing trade secret or business confidential information will be clearly marked for redaction.

Presentations will require Proposer(s) to present a demonstration or a sample of their management plan for the parking at VPS. Failure of a Respondent to furnish the product(s) and/or service(s) to meet the County's specified requirements during the demonstration may result in rejection of the Respondent's proposal. The successful demonstration of the Respondent's product(s) and/or service(s) does not constitute acceptance by the County. Any product(s) and/or services(s) furnished by the Respondent for the purposes of demonstration must be identical with those addressed in the proposal and the resultant contract. Samples of product(s) and/or service(s) presented to the evaluation committee will be returned to the Proposer(s) upon posting of the intent to award on Okaloosa County Website and Okaloosa County Purchasing Website.

#### **1.8 TERM OF CONTRACT:**

The initial term of this contract shall be from completion of signatures by both parties and shall run for a period of five (5) years from the date of signing.

#### **1.9 RENEWAL OPTION:**

The contract may be renewed for one (1) additional five (5) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

#### **1.10 REFERENCE FORMAT:**

**Provide references of successful airports parking management facilities to support your proposal. At least three (3) references should be provided. Use the following format:**

#### **GENERAL BACKGROUND**

Name of Client:

Address:

Client Point of Contact:

Email address:

Telephone Number:

Project Start Date:

Project Cut-over/Go-Live Date:

Current Status:

Maintenance Agreement or Approach:

Summary of Project:

#### **PROJECT SCOPE**

Please indicate what type of management you provided for the airport and any other responsibilities:

**SECTION II**  
**GENERAL SERVICES INSURANCE REQUIREMENTS**

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

**WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## **INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

## **CERTIFICATE OF INSURANCE**

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.



## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

## **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

**SECTION III**  
**GENERAL PROPOSAL CONDITIONS**

**1. PRE-PROPOSAL ACTIVITY**

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITQ & Respondent's Acknowledgement form). Any addenda or other modification to the ITQ documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Such written addenda or modification shall be part of the submitted documents and shall be binding upon each Respondent. Each Respondent is required to acknowledge receipt of any and all addenda in writing and submit with their submission. No Respondent may rely upon any verbal modification or interpretation.

- 2. PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
4. **SUBMITTAL OF PROPOSAL** – A response shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. The response submitted should be **one (1)** completed document, unless otherwise specified within the solicitation.
5. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for one-hundred twenty (120) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

7. **IDENTICAL TIE PROPOSALS** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
9. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
  - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
  - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
  - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
  - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
  - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
  - f. Default under previous contract.

- g. Listing of the respondent by Local, State or Federal Government on its barred/suspended vendor list.

#### 14. AWARD OF CONTRACT

**Okaloosa County Review** - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

- 15. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract number.
- 16. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 18. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**

19. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
20. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
21. **CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

22. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1) (b) 2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
23. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST. CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

24. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements. Respondents doing construction business with Okaloosa County are required to use

the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

25. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
26. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
27. **AUDIT** - If requested, respondent shall permit the County or its authorized representative to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract. Respondent shall permit access to premises and employees with adequate notice and during reasonable hours for the purpose of examining and assessing controls in place over the work they perform for the County.
28. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
29. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
30. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
31. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA** - Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida,

please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>

**32. SYSTEM OF AWARD MANAGEMENT (SAM.GOV).** If grant funded, all vendors must be registered in SAM in order to do business with the County. In order to be considered for the project, the vendor must be registered prior to submitting a bid/proposal with the County. Failure to show proof of SAM.gov registration at time of submitting a bid/proposal may deem the vendors bid/proposal unresponsive. You can register for SAM at the below link: <https://sam.gov/content/home>. Note it can take some time for a vendor to get registered for the System of Award Management and as such it is important to start the process as soon as possible to qualify as a responsive vendor.

**33. ADDITIONAL REQUIRED DOCUMENTS**

THESE DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE:

RESPONSE DOCUMENT #1:	DRUG-FREE WORKPLACE CERTIFICATION
RESPONSE DOCUMENT #2:	CONFLICT OF INTEREST
RESPONSE DOCUMENT #3:	FEDERAL E-VERIFY
RESPONSE DOCUMENT #4:	CONE OF SILENCE FORM
RESPONSE DOCUMENT #5:	INDEMNIFICATION AND HOLD HARMLESS
RESPONSE DOCUMENT #6:	ADDENDUM ACKNOWLEDGEMENT
RESPONSE DOCUMENT #7:	COMPANY DATA
RESPONSE DOCUMENT #8:	CERTIFICATION REGARDING LOBBYING
RESPONSE DOCUMENT #9:	SWORN STATEMENT – PUBLIC ENTITY CRIMES
RESPONSE DOCUMENT #10:	GOVERNMENTAL DEBARMENT & SUSPENSION
RESPONSE DOCUMENT #11:	VENDORS ON SCRUTINIZED COMPANIES LIST
RESPONSE DOCUMENT #12:	GRANT FUNDED CLAUSES
RESPONSE DOCUMENT #13:	SAM.GOV REGISTRATION
RESPONSE DOCUMENT #14:	REFERNCES
RESPONSE DOCUMENT #15:	CERTIFICATE OF GOOD STANDING FOR THE STATE OF FLORIDA-PROVIDED BY CONTRACTOR – see above*



**RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: September 10, 2023

COMPANY: LAZ Florida Parking LLC

ADDRESS: 1 Financial Plaza, Floor 14  
Harford, CT 06103-2601

PHONE #: 401-443-0585

SIGNATURE: 

NAME: Chris Howley  
(TYPED OR PRINTED)

TITLE: Vice President

E-MAIL: CHowley@LAZParking.com



**RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_ NO:   X  

NAME(S)	POSITION(S)

FIRM NAME: LAZ Florida Parking LLC

BY (PRINTED): Chris Howley

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS: 1 Financial Plaza, Floor 14  
Hartford, CT 06103-2601

PHONE NUMBER: 401-443-0585

E-MAIL: CHowley@LAZParking.com

DATE: September 10, 2023



**RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: September 10, 2023

SIGNATURE: 

COMPANY: LAZ Florida Parking LLC

NAME: Chris Howley

ADDRESS: 404 Washington Avenue

TITLE: Vice President

Suite 640

Miami Beach, FL 33139

E-MAIL: CHowley@LAZParking.com

PHONE #: 401-443-0585

**RESPONSE DOCUMENT #4: CONE OF SILENCE**


The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager’s decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

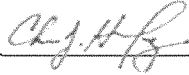
I  representing LAZ Florida Parking LLC  
Signature Company Name

on this 10th day of September 2023, I hereby agree to abide by the County’s “Cone of Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.



**RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

<u>LAZ Florida Parking LLC</u>	
<b>Proposer's Company Name</b> 404 Washington Avenue, Suite 640 Miami Beach, FL 33139	<b>Authorized Signature – Manual</b> Chris Howley
<b>Physical Address</b> 1 Financial Plaza, Floor 14 Hartford, CT 06103-2601	<b>Authorized Signature – Typed</b> Vice President
<b>Mailing Address</b> 305-913-4882	<b>Title</b>
<b>Phone Number</b> 401-443-0585	<b>FAX Number</b> 401-443-0585
<b>Cellular Number</b> September 10, 2023	<b>After-Hours Number(s)</b>
<b>Date</b>	



**RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT**  
**ITN AP 50-23**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<b><u>ADDENDUM NO.</u></b>	<b><u>DATE</u></b>
Addendum No. 1	08/29/2023

**NOTE:** Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.



**ADDENDUM 1**

**August 29, 2023**

**ITN AP 50-23**

**Management of Parking Facilities  
at Destin-Fort Walton Beach Airport**

Please find attached the Document and information below, for the above referenced Addendum No. 1. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The purpose of Addendum No. 1 is to respond to additional questions from potential vendors and provide clarification questions regarding the ITN initial scope of service.

1. The requirement in section 1.2.1 to use the Airport's PARCS to manage parking facilities appears to conflict with the requirement in 1.2.2 to provide a new PARCS. Is it the County's expectation that operator will only operate Airport's PARCS for the 45 days until a new system is installed? A new PARCS is not required. Successful respondent needs to demonstrate the ability to manage with the existing system, propose system updates or recommend a new system, if deemed necessary. Software must be kept up to date with latest versions and airport access should be user friendly and reliable.
2. Are all PARCS maintenance the responsibility of the operator? PARCS Maintenance is the responsibility of the operator.
3. Are there any expenses/functions associated directly with the operation, a reimbursable cost? If so, what are those expenses/functions? All approved operations costs will be reimbursed. Examples include: Payroll and associated taxes and benefits, insurance, internet, cellular phone, operating and office supplies, storage costs, ticket stock, uniforms, repairs, etc.
4. Will credit card merchant identification be with the operator and all parking revenue to be deposited in the operator's bank? The operator will be the merchant of record and credit card receipts will be deposited in the operator's bank. Deposits of cash or

checks are currently made to the County's account by daily deposits delivered to the administration office for pickup by Brinks.

5. If revenue is deposited in the operator's bank, how often does the County expect operator to deposit funds in County's bank? Monthly, no later than the 15<sup>th</sup> of the subsequent month.
6. Who will be responsible for grounds maintenance, trash pick-up, and maintaining parking exit booths? Operator's staff should police the lots for trash at minimum of twice per day and provided documentation of such activity. Grounds will be maintained by the County. The booths and parking equipment will be maintained by the operator. If there is a need for a contractor or specialty technician, then this would be approved in advance by the airport as a reimbursable expense.
7. Is there any requirement to have an Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) involved in the operations or a participant in the spending? If so, how much? There is no ACDBE requirement.
8. Please elaborate on who is responsible for pavement, light fixtures, lot sweeping, and parking lot infrastructure. With the exception of any parking related equipment, all infrastructure and maintenance will be handled by the County.
9. Will the six-person golf carts required per section 1.2.5 be for shuttling customers? Also, will they be licensed for the road? Yes, for moving passengers. The carts are not required to be road licensed.
10. Regarding the charging stations required to be installed per section 1.2.9, will the Airport or the Operator be responsible for insuring the charging stations once the installation is complete? Insurance will be provided by the County.
11. Please provide the Gross Revenues and Payroll for the Fiscal Year 2022 and YTD  
Gross Revenues: FY22 \$4,000,316; FY23 (thru July) \$3,789,871  
Payroll: FY22 \$335,866; FY23 (thru July) \$399,478
12. Can you provide Contract year 2022 and 2023 Budget to include: Revenues, Expenses and Management Fee?  
FY23 Actual (thru July, 10mo):  
Revenue: \$3,789,871  
Expenses: \$631,277  
Mangement Fee: \$78,959  
FY22 Actual:  
Revenue: \$4,000,316  
Expenses: \$603,750  
Mangement Fee: \$84,849



13. What are the network communication capabilities for each location: Long-Term, Hourly, the Economy Lots, and Employee Lots? a. Is there Ethernet available? Is it running to each location with switches in place? Data is running to each gate arm controller and pay booth and/or a cell communicator is installed to facilitate communications. b. Is there Internet available? Fiber or Cable? Yes, fiber. c. Bandwidth download and upload speed. d. Who is your internet provider. The current operator uses Cox Cable as their internet provider. Specific details will need to be addressed by the service provider regarding bandwidth and speeds. The Cox connection comes into the Lot A main pay booth location. e. Do you currently run a camera security with the system. No cameras are part of the parking system/contract. Cameras in all parking lots are managed by the Airport's security video management system and separate maintenance contract to make repairs or additions to the camera network.
14. What kind of Network infrastructure do you have? Fiber is prevalent on the Airport for cameras, County infrastructure, and other providers/tenants. There are pathways that exist to get to various infrastructure and all existing equipment has some type of connectivity through existing hand holes, conduit, etc.
15. Is there an ACDBE or W/MBE formula requirement for this contract? No
16. What is the current PARCS equipment on site? DataPark (Version 2.1) is the current parking management software. Card Manager (Version 3 3.2.14.9) is used to access the DataPark data to allow users to add/remove/edit AVI tags and pull reports related to usage, time in lot, etc. The airport admin team currently accesses the system remotely using BeyondTrust Remote access, provided through the current operator. HUB Parking Technology is the subcontractor to the current operator. a. Do you have any AVI Technology? Yes b. Do you have a License Plate Inventory/Reader or Mobile License Plate Inventory system? Our Airport Security Unit has a license plate reader system but it is not accessed or utilized by the parking contractor. c. Does your current PARCS equipment have EMV capabilities? Our current equipment does not have contactless/tap to pay functionality but it is something that we would like to add. d. Do you use a HID access credential system? e. Do you have Pay on Foot/Pay in Lane PARCS equipment? We do not have any pay on foot equipment. Customers can pay in lane self-service exit booths.
17. Please provide a current count of employees (Cashier, Ambassador, Shuttle, Maintenance, Manager/Supervisor), please also include a. If they are Full Time or Part Time b. Wage rate c. Job title See "Financial Summary & Staffing" attachment. These are approved positions, they are not all filled. Additional shuttle drivers will likely be necessary based on the desired level of customer service and shuttle route to be used once operational equipment and staffing levels can be coordinated with the selected operator.

18. Who's the credit card "Merchant of Record," the Airport or the Manager? a. What percentage of gross revenues is paid by credit card? Merchant of record is the operator. Approx. 94% of gross revenue by credit card.
19. Please provide a sample employee schedule for June 2023. Please provide suggestions for proper staffing coverage in your proposal. Peak volume days in July 2023 (Thursday through Mondays) ranged from 10-16K total passengers. These days throughout the summer peak months (May through August) should have ample personnel in the payment booths, customer service booth, and shuttle drivers.
20. Whose responsibility is daily cleaning, sweeping, washdowns, and light bulb replacement in the garage? There is no garage. The policing of the lots for trash and maintenance of infrastructure have been addressed in items 6 and 8.
21. What Small Tools and Equipment are owned by the Airport for the operator to use? We would not loan tools but may assist with equipment such as lifts or specific work orders to support repairs/installs. If rental of equipment is deemed necessary by the Airports Director, it would qualify as a reimbursable cost.
22. Please provide the monthly income statement for the current 12 months. See attached "Financial Summary & Staffing"
23. Does the operator need to rent equipment to accomplish routine maintenance? What equipment is currently owned by the parking operator? See item #21 above. Airport is unsure of any equipment owned by the current parking operator.
24. Please provide a list of Airport approved PARCS vendors. Addendum will clarify that new PARCS system is not required. If respondent would like to propose a new vendor (current PARCS system is DataPark), then please include details and specifications of recommendations in proposal.
25. Who currently is working as the Airport's consulting engineering firm? a. If you do not have one, please share who you have used in the past; or who are your current approved engineer firms. The Airport has several aviation related firms are under contract with the County (AVCON, ICE, and RS&H) with several others available for specific disciplines as needed through Public Works or Water and Sewer County contracts.
26. All improvement projects reimbursable expenses? a. PARCS equipment? b. Lighting Fixtures? c. Engineering firm? d. Charging Stations? e. Communication System? f. Shuttle and Golf Carts? Anything requested and preapproved by the County that is procured by the Operator for the County will be reimbursed.
27. When does the 45-day transition period start? Is it predicated on all PARCS equipment being onsite? Addendum will clarify that new PARCS system is not

required. Transition will start with an approved contract – target date is early November 2023.

28. Do you have any vendors in mind, or have you been in contact with any firms for the customer communication system? Nothing specific in mind. We would like to see examples of technologies and proven effectiveness at other venues. This includes communication of available spaces in each lot, maps, directions, or possibly an app/website link that provides up-to-date additional details related to parking or services outside of the Airport's website.
29. Is this a Parking Management Agreement with expenses fully reimbursable? If it is, please provide a list of all reimbursable expenses. Yes, see attached "Financial Summary & Staffing" for details. All approved operating expenses will be reimbursed.
30. Can you consider extending the proposal due date by two weeks? An extension could jeopardize getting a contract to the BCC before the holidays.
31. What is the current foot candle levels in the parking lots? Have you done a lighting level study prior to the installation of the new lights? Which lots require a lighting upgrade? The lighting levels vary by area and type of fixture. The Airport has specifications for the most recent light poles and LED fixtures installed in the south half of Lot B. Re-lamping projects will attempt to convert all lighting to a standard LED fixture with consistent photometrics and light color hue.
32. Section 1.2, item # 7 states that comparable references of 3 airport facilities are required. Would Okaloosa County consider 3 municipal references which are not airport references? Thank you for your assistance. We will welcome any references for comparable service.
33. According to section 1.4, the transition begins 11/13 and will be complete by 12/31. What will be the official start date of the agreement? The agreement will begin with the date the Board approves, however we would anticipate the operator to begin operations under the new contract on January 5, 2024.
34. How will the operator be reimbursed for PARCS and vehicle investments? Will they bill the county directly or will it be spread over the term of the agreement and billed as part of the monthly invoice? The County will pre-approve the purchases and Operator will bill the County in full with the next monthly invoice.
35. Please confirm the proposers are not required to submit their price proposal for either the operating costs or capital expenses in their initial submission. This is correct. Pricing information will be requested in a later round of this solicitation.
36. How accurate is the existing space counting signage and is it integrated with the current Data Park PARCS? This is an area for improvement. It is as accurate as the

space counts being maintained by the Operator, usually within 50 spaces. Lot A will close typically when there are less than 50 spaces left but if the signage could be 'smarter' with in and out counts adjusted each time a gate arm goes up and down that would be preferred to see a real-time count adjusting instantaneously.

37. In the pre-proposal meeting, the Airport indicated it didn't want pricing for a new PARCS, the LED lighting replacement, Electric Vehicle Charging stations, and shuttles. It also said, it will work with successful proposer on approving staffing schedules. Does the airport want proposers to submit a proposed budget with line-item costs including a management fee, staff schedules, staff and manager wages, etc? Although we did not request specific pricing, if there are technologies that would provide specific benefit to the system or details on how the operator would go about making the changes requested to the infrastructure, that would be helpful in knowing that a solid plan is in place to address these significant investments in the infrastructure and manage properly the upgrades around day-to-day operations. Proposed staff schedules would be relevant in the initial proposal responses. All cost related items will be addressed in future round and/or negotiation proceedings.
38. Please provide a current roster including date of hire and job title. See staffing summary in the spreadsheet provided for the information available. We expect this to look different based on the current passenger volume and seasonality of the peak loads. What is the current management fee billed to the County? 2.5% of net income per month On page 1 of the draft contract it states the Contractor to provide services to the County for an amount. Is this amount considered for year 1 of the contract and each of the 5 years of the term to be negotiated or is the Contractor bidding on 1 amount for the 5 year deal? When pricing information is requested in a future round, the respondent can present their proposed pricing model. Is there anywhere specifically in the proposal where the County wants to see the proposal price or is there going to be a form provided where the respondent will provide their proposal price? This information will be requested in the second round from the short-list proposers. How many shuttles and golf carts are in the current operation? One (1) bus. Our two (2) previously used passenger cart shuttles are out of commission – new equipment will be procured as part of this contract. Are there any service vehicles currently in use as well? No. Will the County provide office spaces and if so are there any costs for this space (equipment, utilities, furnishings, etc.)? There is a small office space in the customer service booth provided at no additional cost. Utilities are paid by County and reasonable requests for furnishings will be reimbursed, if preapproved. Can you provide the history of liquidated damages? None. In section 1.1 Scope of work, it states, The Airport, at its sole discretion, reserves the right to include or exclude new or existing parking facilities and/or systems during the contract. Would the Proposer be able to negotiate a new management fee with the County if this would affect costs for the Proposer? There should be no impact on costs, as all operating costs are reimbursed. Can the County clarify their intention when it comes to collecting revenue and who will be the merchant of record? Cash is deposited in the airport administration safe; operator is merchant of record for credit cards.

39. ITN Section 1.1: This appears to be a set price contract. If it is and "The Airport," at its sole discretion, reserves the right to include or exclude new or existing parking facilities and/or systems during the term of the contract," will the County/Airport revise the set annual price? If not a set price contract, please explain the agreement structure. Operator can propose any pricing structure they prefer (in the next round). A percent of net income, with all operating expenses reimbursed, is the current structure.
40. ITN Section 1.2.2: Should this be presented as an option or included in our pricing? (PARCs) A new PARCs system is not a requirement of this proposal/contract, although we are looking to the operator to review and suggest improvements/changes, if needed. Cost will be reimbursed so this should be presented separately from management costs.
41. General: Please provide the following: 1) revenue and transactions by lot, by month for 3 years, Two years is included in attached "Financial Summary & Staffing". Each Lot A and B does similar number of daily transactions. An example from a week in July 2023 shows 446 per day for Lot A and 422 per day for Lot B. 2) Current staffing schedule and pay rates for each position so we can ensure that all current employees are taken care of, see attached "Financial Summary & Staffing" for current approved FTEs. Changes to staffing levels can be negotiated. Wage rates will also be part of the negotiation. See also question #17. 3) Last full year's approved line-item budget and line-item actual expenses. Attached "Financial Summary & Staffing"
42. General: Is LPI required in this agreement? License Plate Inventory is not required by the contract however the operator should make the airport aware of any vehicles in the lots for excessive amounts of time or that appear to be abandoned or derelict so that they can be towed and/or investigated.
43. General: Will the contract price be one lump sum for five (5) years, paid annually or monthly to the contractor? Monthly to the operator by wire or EFT. If monthly, and operator retains the revenue prior to remittance to the County/Airport, can they deduct their contract price prior to remittance? No, the costs should not be netted against revenue remittance, as the airport will need to review and approve monthly expenses and ensure they are appropriately documented prior to remitting payment.
44. General: Whose bank account should revenues be deposited? If the operator retains all revenue, when will it be required to remit the revenue to the County/Airport? See previous questions on this topic.
45. Draft Contract, Item 8: Record retention calls for only three (3) years after end of the Agreement (ITN Section 3.27), but contract requires audits up to five (5) years after. Should these align? We will review and ensure the appropriate State guideline is referenced in the final contract (see also Section III #27 Audit). Can the successful operator turn over records at the end of the term? Yes. Will a storage unit be provided

- onsite for the operator to store records? The cost for an offsite storage unit will be reimbursed.
46. Draft Contract, Item 4: Please provide a copy of Attachment "B" – Insurance Requirements. This will be the same attachment referenced as "Section II – General Services Insurance Requirements" in the ITN.
47. Draft Contract, Item 2: Are there any reimbursable expenses associated with this contract? If so, please identify all reimbursable expenses. All approved operating expenses will be reimbursed – see "financial summary & staffing" attached and previous questions on this topic.
48. Draft Contract, Page 1 & Item 2: If a set price contract, can respondent have a different amount for the set price each year of the contract? If so, how many years should we submit (first term (5 yrs.) or the full 10 years)? Pricing proposals will be requested from short-list respondents. Pricing can be flat or a percentage structure and should be proposed for the first five years. Any option periods can be negotiated at that time.
49. Section 3.25 & Respondent Document #12 & Draft Contract: Will County/Airport reimburse operator for any unamortized portion of the capital investments if the agreement is cancelled for any reason including convenience? Should the investments be spread over the initial term of five (5) years or over the full 10 Year period? Costs will be reimbursed in lump sum at completion of specified project. No need to amortize unless specifically discussed in negotiations. Either way, the County will ensure capital investments are fully reimbursed within the contract period and do not need to be factored into your management fee.
50. Section 3.9: Please define "taxes" in this statement. Do taxes include any property or sales tax on revenue? I'm having trouble locating the reference to 3.9. However, operator will be responsible for the collection and remittance of applicable Florida state sales taxes – to be deducted from the credit card monthly wire transfer to the County. There are no property taxes applicable under this agreement.
51. General: Will there be any bond requirements for this opportunity including proposal bond, or performance bond? A performance bond of \$100,000 will be required by the contract. The performance bond will need to be submitted when the contract is executed.
52. ITN Section 1.8 & 1.9: Given the amount of investment required, should the CapEx be spread over 5 or 10 years? Will the County reimburse the operator for the capital investment if the contract is terminated before the 10yr. (Or 5yr. term)? See item 49 above.
53. ITN Section 1.5.4: What is "respondent's Proposal Functionality Declaration"? This statement can be removed from the ITN, it does not pertain to this solicitation.

54. ITN Section 1.2.10 ITN: Should this be presented as an option or included in our pricing? (Parking lots A & B Lighting Upgrade) Cost will be reimbursed so this should be presented separately from management costs.
55. ITN Section 1.2.9 ITN: Should this be presented as an option or included in our pricing? (10-30 EV Chargers + infrastructure) Cost will be reimbursed so this should be presented separately from management costs.
56. ITN Section 1.2.5: Should this be presented as an option or included in our pricing? (Shuttle (2) & Golf carts (2)) Please define parameters of the shuttle service (i.e., routes, hours, etc.). Cost will be reimbursed so this should be presented separately from management costs. Airport Operations will work with the selected vendor to define routes and schedules for the shuttle services. Shuttles may operate up to 20 hours a day with up to 3 shuttles (bus or cart) during peak days and times. Tentatively it is envisioned that Lot A can be covered continuously with one electric cart/shuttle and the busses would run a set loop/route from the front curb to the rental car lot, through the employee lot, and lastly a sweep through designated stops in Lot B before returning to the front curb. Ideally a shuttle would be passing each location every 10-15 mins.
57. ITN Section 1.2.3: Should this be presented as an option or included in our pricing? (Signs & Social Media) Cost will be reimbursed so this should be presented separately from management costs.
58. Please clarify the capital expectations related to the equipment, vehicles, EV charging, and the required lighting replacement project. Will the airport reimburse all costs in a one-time payment lump sum? What if any of these are we to build into our management fee? See item 49 above.
59. For any new equipment (PARCS and EV Charging) will the airport fund the civil work separately? Civil work will be coordinated with the airport, but should be contracted and paid by the operator and will be reimbursed by the airport.

**Clarification items for ITN:**

1.2 Requirements #2 – a new PARCS system is not required, but we are looking for analysis of the current system and suggestions for upgrades and/or replacement, if the proposer deems it would better meet the needs of our customers. The costs of the suggestions can be covered in the short-list presentation and future negotiation discussions.

1.2 Requirements #10 – Airport will provide all the specs for the new fixtures and lighting, we will be looking to the operator to manage the project and ensure its timely completion – costs will be reimbursed in full.

Section III, #2, second paragraph shall be updated as follows:

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. ~~A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern.~~ Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

Section III, #9 - Proposal Price should be amended to indicate that all cost or pricing data will be requested from short-list proposers only. This information will all be subject to discussion and adjustment during the negotiations process of the ITN.

Draft Contract – See attached updated contract.

The ITN opening date remains September 13, 2023 at 3:00 P.M.



**CONTRACT**

**DRAFT CONTRACT**

**Please note: This sample contract is a draft contract for proposers to view and understand the County's standard terms and conditions. It is subject to revisions. By submitting a proposal, respondent understands and acknowledges that the draft contract is not an offer. Respondents are not to sign this draft contract.**

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA**  
**AND**  
**CONTRACT ID**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made this \_\_\_\_\_, day of \_\_\_\_\_, 2023, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide **Management of Parking Facilities at Destin-Fort Walton Beach (VPS) Airport** ("Services"); and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County issued a Invitation to Negotiate to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's response to the procurement is included as Attachment "A"; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County in accordance with Exhibit 'A' attached hereto and made a part of the contract.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Procurement ITN AP 50-23 and Contractor's Response;  
Attachment "B" – Insurance Requirements;  
Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;  
Attachment "D" – Scrutinized Companies Certification;

**Services.** Contractor agrees to perform the following services, **Management of Parking Facilities at Destin-Fort Walton Beach (VPS) Airport.** The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

**1. Term and Renewal.** The term of this Agreement shall begin when all parties have signed and shall continue for five (5) years, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled 'Indemnification and Waiver of Liability' shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to one (1) five (5) year renewal.

**2. Compensation.** The Contractor agrees to provide the Services to the County in accordance with Exhibit "A" attached hereto and made a part of the contract.

- a. Contractor shall submit an invoice to the County after review by the department and in accordance with Exhibit "A" attached hereto. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. **Disbursement.** Check one:  
 There are no reimbursable expenses associated with this Agreement.
- c. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**3. Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

**4. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

**5. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
  - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

**6. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

**7. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

**8. Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of five (5) years after termination of this Contract.

**9. Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

<b>If to the County:</b>	Tracy Stage, Director 1701 State Road 85N Eglin AFB, FL 32542 850-651-7160 <a href="mailto:tstage@myokaloosa.com">tstage@myokaloosa.com</a>	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>		<b>With a copy to:</b>

**10. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**11. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**12. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**13. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**14. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**15. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**16. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**17. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**18. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**19. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual



obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**20. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**21. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**22. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**23. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**24. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

**VENDOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
BY:

\_\_\_\_\_  
Print Name

---

**ATTEST:**

**OKALOOSA COUNTY, FLORIDA**

\_\_\_\_\_  
J.D. Peacock II, Clerk of Court

BY: \_\_\_\_\_  
Robert A. "Trey" Goodwin III, Chairman

**Exhibit "A"**  
**Vendor's Proposal**

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**Exhibit "B"**

**GENERAL SERVICES INSURANCE REQUIREMENTS**

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

**WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site

connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**CERTIFICATE OF INSURANCE**

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

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**EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits



## Exhibit "C"

### Standard Contract Clauses

#### Title VI Clauses for Compliance with Nondiscrimination Requirements

##### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

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

- b. Withholding payments to the contractor under the contract until the contractor complies; and/or
- c. Cancelling, terminating, or suspending a contract, in whole or in part.

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

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar

days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b) (1) or (b) (2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
  - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS contractor, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

**Exhibit "D"**

**VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate \_\_\_\_\_, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

Okaloosa County Airports  
Parking Management ITN Questions

**Fiscal Year Ending September 30, 2023**

	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Est* Aug-23	Est* Sep-23	
Revenue	397,029.20	355,409.49	362,688.89	340,091.15	291,567.66	353,417.55	337,742.56	413,412.28	468,834.86	469,677.28	465,000.00	425,000.00	4,679,870.92
Salaries & Related Taxes	32,918.27	32,870.35	55,030.08	36,785.26	36,286.24	38,374.88	34,787.66	34,289.80	59,120.79	39,014.40	39,000.00	33,000.00	471,477.73
Insurance	8,813.86	8,811.60	10,587.81	9,137.47	9,118.16	9,200.52	9,061.14	9,044.17	10,013.55	9,231.50	9,200.00	9,200.00	111,419.78
Telephone/Internet	338.07	687.45		324.72	349.71		959.42	347.98	347.98	347.98	347.98	347.98	4,399.27
Uniforms	-	1,374.90		837.76									2,212.66
Other Supplies & Repairs	778.38	662.11	425.86	2,204.97	362.43	991.34	558.53	1,189.74	8,611.71	1,590.30	2,500.00	2,500.00	22,375.37
Equipment				12,258.83									17,758.83
Storage	256.73	513.46		256.73	256.73	256.73	273.77	273.77	273.77	273.77	273.77	273.77	3,183.00
Credit Card Fees	10,134.03	10,249.23	9,159.73	9,034.41	8,833.72	8,392.42	3,944.97	12,827.56	16,151.58	12,166.69	11,000.00	10,000.00	121,894.34
Sales Tax Discount	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(360.00)
<i>Reimbursable Expenses</i>	53,209.34	55,139.10	75,173.48	70,810.15	55,176.99	57,185.89	49,555.49	57,943.02	94,489.38	62,594.64	62,291.75	55,291.75	748,860.98
Net Income	343,819.86	300,270.39	287,515.41	269,281.00	236,390.67	296,231.66	288,187.07	355,469.26	374,345.48	407,082.64	402,708.25	369,708.25	3,931,009.94
Management Fee	8,595.50	7,504.20	7,185.08	6,731.94	5,909.77	7,405.79	7,204.68	8,886.73	9,358.64	10,177.07	10,000.00	9,000.00	97,959.40
Due to Mgmt Company	61,804.84	62,643.30	82,358.56	77,542.09	61,086.76	64,591.68	56,760.17	66,829.75	103,848.02	72,771.71	72,291.75	64,291.75	846,820.38

\* Estimates for August & September 2023

**Fiscal Year Ended September 30, 2022**

	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Total
Revenue	359,200.94	351,244.99	315,971.63	281,380.65	237,053.38	280,437.18	285,743.50	374,228.65	360,227.49	392,700.35	370,946.12	391,181.21	4,000,316.09
Salaries & Related Taxes	35,102.34	22,369.45	24,099.24	18,469.62	21,720.40	25,670.48	26,188.44	26,023.03	39,119.21	27,599.66	35,116.09	34,388.31	335,866.27
Insurance	7,182.72	6,473.58	6,557.25	7,481.46	8,190.23	8,542.23	8,563.73	8,551.94	9,973.74	8,611.23	8,899.78	8,869.63	97,897.52
Telephone/Internet	1,394.62	53.44	949.19	635.19			510.99	183.12	452.25				4,991.16
Uniforms	107.25		1,192.95							275.68	143.33	161.06	1,880.27
Other Supplies & Repairs	4,957.57	775.33	373.80	268.55	1,245.03	987.25	11,906.40	1,008.77	281.02	664.53	10,397.02	10,729.97	43,595.24
Equipment					4,528.14		11,924.34						16,452.48
Storage	231.11	231.11	231.11			695.49	246.10	257.87		257.87		257.87	2,408.53
Credit Card Fees	8,190.51	8,935.29	8,745.36	7,840.02	6,778.28	6,078.28	7,145.42	8,066.71	9,503.61	9,726.75	10,130.88	9,877.46	101,018.57
Sales Tax Discount	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(30.00)	(360.00)
<i>Reimbursable Expenses</i>	57,136.12	38,808.20	42,118.90	34,664.84	42,432.08	41,943.73	66,455.42	44,061.44	59,299.83	47,105.72	64,657.10	65,066.66	603,750.04
Net Income	302,064.82	312,436.79	273,852.73	246,715.81	194,621.30	238,493.45	219,288.08	330,167.21	300,927.66	345,594.63	306,289.02	326,114.55	3,396,566.05
Management Fee	7,554.25	7,768.56	6,847.46	6,167.91	4,865.52	5,939.22	5,482.23	8,254.15	7,519.40	8,639.80	7,657.23	8,152.86	84,848.59
Due to Mgmt Company	64,690.37	46,576.76	48,966.36	40,832.75	47,297.60	47,882.95	71,937.65	52,315.59	66,819.23	55,745.52	72,314.33	73,219.52	688,598.63



<b>Parking Management Current Approved Staffing</b>	
<b>Position</b>	<b>FTE</b>
Manager	1
Asst Mgr	1
Cashiers	12
Shuttle Driver	4
Lot Attendant	4
Maintenance	1

DocuSign Envelope ID: 6D93D095-8B75-41D0-9E75-726D75A59CA6

**RESPONSE DOCUMENT #7: COMPANY DATA**

Respondent's Company Name:	<u>LAZ Florida Parking LLC</u>
Physical Address & Phone #:	<u>404 Washington Avenue</u>
	<u>Suite 640</u>
	<u>Miami Beach, FL 33139</u>
	<u>Phone: 305-913-4882</u>
	<u> </u>
Contact Person (Typed-Printed):	<u>Chris Howley</u>
Phone #:	<u>401-443-0585</u>
Cell #:	<u>401-443-0585</u>
Federal ID or SS #:	<u>26-1172679</u>
DUNNS/SAM #:	<u>07-847-2017</u>
Respondent's License #:	<u> </u>
Additional License – Trade and Number:	<u> </u>
Fax #:	<u>860-761-3114</u>
Emergency #'s After Hours, Weekends & Holidays:	<u>Don Barrett - VP of Airport Operations</u> <u>937-272-5161</u>
Disadvantaged Business Enterprise (Details)	<u>N/A</u>

**RESPONSE DOCUMENT #8: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor,           , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Chris Howley, Vice President Name and Title of Contractor's Authorized Official

September 10, 2023 Date

**RESPONSE DOCUMENT #9: SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted for LAZ FLORIDA PARKING, LLC
- 2. This sworn statement is submitted by GLENN T. TERK

whose business address is: 1 Financial Plaza, Hartford CT 06103

and (if applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

- 3. My name is Glenn T. Terk and my relationship to the entity named above is General Counsel

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:

- (1) A predecessor or successor of a person convicted of a public entity crime; or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

- Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]
- The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: 8/30/2023 Signature: [Signature]

STATE OF: Connecticut

COUNTY OF: HARTFORD

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 30<sup>th</sup> day of August, in the year 2023.

My commission expires: [Signature]  
Notary Public

Print, Type, or Stamp of Notary Public

**HILARY B. CANTONE**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES 12/31/27

Personally known to me, or Produced Identification: Drivers License

Type of ID



**RESPONSE DOCUMENT #10: GOVERNMENT DEBARMENT & SUSPENSION**

**Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with

which this transaction originated may pursue available remedies, including suspension and/or debarment.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Chris Howley, Vice President

Printed Name and Title of Authorized Representative

  
Signature


September 10, 2023  
Date

**RESPONSE DOCUMENT #11: VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate LAZ Florida Parking LLC, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: September 10, 2023  
COMPANY: LAZ Florida Parking LLC  
ADDRESS: 404 Washington Avenue  
Suite 640  
Miami Beach, FL 33139  
PHONE NO.: 401-443-0585

SIGNATURE:   
NAME: Chris Howley  
(Typed or Printed)  
TITLE: Vice President  
E-MAIL: CHowley@LAZParking.com





**RESPONSE DOCUMENT #12 GRANT FUNDED CLAUSES**

This Exhibit is hereby incorporated by reference into the main *Procurement*.

**FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICITATION**

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposer's proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182)**: Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112)**: Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

**Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733)**: Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321)**: Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must

take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
 Florida Department of Transportation  
 Minority Business Development Center in most large cities and  
 Local Government M/DBE programs in many large counties and cities

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action 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. The *Proposer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the *Proposer* may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):**

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):**

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):**

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

**Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247):** Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

**Record Retention (2 CFR § 200.33):** Applicability: All Contracts that received or may receive Federal or State grant funding. Requirement: [*proposer/consultant/contractor*] will retain of all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the County. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the County upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.

**Federal Changes:** *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

**Termination for Default (Breach or Cause):** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other

provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

**Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**Safeguarding Personal Identifiable Information (2 CFR § 200.82):** Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

**Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):** Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

**Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

**Trafficking Victims Protection Act (2 CFR Part 175):** Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under a *resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

**Domestic Preference For Procurements (2 CFR § 200.322):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a *resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

**Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005):** Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check

with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**Enhanced Whistleblower Protections (41 U.S.C. § 4712):** Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with a *resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

**Federal Awardee Performance and Integrity Information System (FAPIS)( The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are

in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

**Federal Agency Seals, Logos and Flags:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a *resulting contract*.

The Vice President, Chris Howley on behalf of LAZ Florida Parking LLC the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE:	<u>September 10, 2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>LAZ Florida Parking LLC</u>	NAME:	<u>Chris Howley</u>
ADDRESS:	<u>404 Washington Avenue</u> <u>Suite 640</u> <u>Miami Beach, CA 33139</u>	TITLE:	<u>Vice President</u>
E-MAIL:	<u>CHowley@LAZParking.com</u>		
PHONE NO.:	<u>401-443-0585</u>		



**RESPONSE DOCUMENT #13 SYSTEM AWARD MANAGEMENT**

**SYSTEM FOR AWARD MANAGEMENT (OCT 2016)**

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.



(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: LAZ Florida Parking LLC

Entity Address: One Financial Plaza, 14th Floor, Hartford, CT 06103

Sam.gov Unique Entity Identifier: SBNMMP1NMVH3

CAGE Code: 1H6X4

**RESPONSE DOCUMENT #14 LIST OF REFERENCES**

1. Owner's Name and Address: Manchester-Boston Regional Airport  
One Airport Road, Suite 300, Manchester, NH 03103  
Contact Person: Ted Kitchens Telephone # ( 603 ) 624-6539  
Email: TKitchens@flymanchester.com
  
2. Owner's Name and Address: Pensacola International Airport  
2430 Airport Blvd., Pensacola, FL 32504  
Contact Person: Michael Laven Telephone # ( 950 ) 460-5000  
Email: MLaven@cityofpensacola.com
  
3. Owner's Name and Address: Asheville Regional Airport  
61 Terminal Dr. #1, Fletcher, NC 28732  
Contact Person: John Coon Telephone # ( 828 ) 209-5102  
Email: JCoon@flyavl.com
  
4. Owner's Name and Address: Kalamazoo/Battle Creek International Airport  
5235 Portage Road, Portage, MI 49002  
Contact Person: Craig Williams Telephone # ( 269 ) 388-3668  
Email: cawill@kalcounty.com
  
5. Owner's Name and Address: Tulsa International Airport  
7777 E. Apache Street, Tulsa, OK 74115  
Contract Person: Alexis Higgins Telephone # ( 918 ) 838-5000  
Email: AlexisHiggins@tulsaairports.com

\*Please See Section VII of our submittal for more details on each of the reference listed as well as reference letter from each airport listed above.

# *State of Florida Department of State*

I certify from the records of this office that LAZ FLORIDA PARKING, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 2, 2007.

The document number of this limited liability company is L07000100284.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on April 24, 2023, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifth day of September, 2023*



A handwritten signature in black ink, appearing to be "L. J. ...", written over a horizontal line.

*Secretary of State*

Tracking Number: 3139456845CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



## **III. CUSTOMER SERVICE & CUSTOMER EXPERIENCE**

### **CUSTOMER SERVICE PHILOSOPHY**

Our customer service philosophy is centered around providing our airport customers with a convenient and hassle-free parking experience. Our well-trained and friendly staff will be dedicated to ensuring that every customer feels valued and respected. Whether it is answering questions about parking rates or helping with directions, our team will always be willing to go the extra mile to ensure your customers' needs are met. In every aspect of our service, our goal is to make our customers feel welcome, informed, and satisfied.

Our customers are at the top of our Organizational Chart. Unlike any other parking company, LAZ Parking believes in "Hire for Attitude, Train for Skill". We hire people that are excited to come to work and that love to interact with the public and then we train them to put customers first.

Every day, you will see this reflected in the way our employees treat customers with a smile, a greeting, a polished uniform, and a commitment to go the extra mile. At LAZ Parking, our people are our most important asset, and our culture is all about recognizing acts of value and excellence. Our employees are passionate about parking and about our customers, and we are eager to serve you.

### **CUSTOMER SERVICE TRAINING**

LAZ Parking provides customer service training for all staff that interact with the public. We understand our employees represent the Airport, County, and community at Destin-Fort Walton Beach Airport and must project professionalism and friendly, courteous service in every transaction. We have developed a customer service training program for all employees that is unique to our industry, as described below. In most cases, you are tasking us with the responsibility to provide both the first and last impression of the Airport. We understand the levity of that task and take it very seriously.

## ORIENTATION

Our customer service training starts with our hiring practices, letting us best determine and select the most qualified personnel for the parking operation. Once hired, employees must complete a robust orientation and training program from several diverse sources, including:

- New employees are paired up with seasoned employees
- Management hands on involvement
- Classroom and seminar
- Training manuals
- Additional education courses

Orientation also includes a customized course on the facilities and operation each employee will serve. We believe being well-versed in major attractions, directions, and amenities in the areas that visitors, newcomers, and tourists want to experience during their trip is essential for staff representing VPS. They are also trained in **First Impressions** and **Resolving Customer Challenges** courses, described below, in addition to a variety of associated topics.

## FIRST IMPRESSIONS

At LAZ Parking, we believe we will never get a second chance to make a good first impression. In every aspect of our business, we uphold the highest levels of customer service and professionalism. Our managers and personnel understand and take seriously the fact that not only are they the face of LAZ Parking, but the face of your properties as well.

Each contact we have with any patrons or employees is one of those "moments of truth" where impressions are formed, and we focus on this during training. Topics of focus include:

- Smile! The ultimate first impression. It shows that you are happy and confident and makes other people smile. It can cheer them up, as smiling is contagious.
- Speak First! This shows the customer you care and are confident. It makes them believe in you, that you will help them.
- Eye Contact! The highest form of human courtesy is listening. The best way to show people you are paying attention to and that they are important is to look them in the eye.
- Friendly Conversation. It cements the positive experience you have already built. Friendly conversation is non-threatening, and you are taking the initiative.

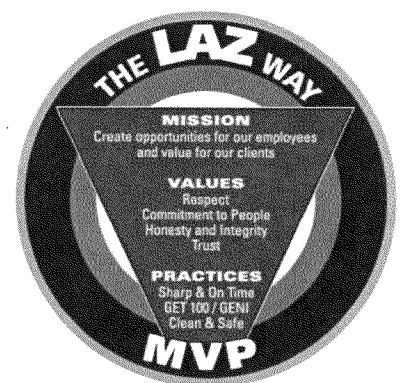
## RESOLVING CUSTOMER CHALLENGES

We pride ourselves on resolving all customer complaints or concerns in a prompt and courteous manner. We provide our staff with continued training and education in resolving customer challenges so that they are prepared and well versed to handle customer complaints.

Service issues can be reported to the site manager, regional office, or home office. Issues must be acknowledged within four hours and must be resolved within four business days (some claims may need exception).

At LAZ Parking, our process is to **LEARN** from issues:

- Listen Attentively



- Empathize
- Acknowledge the Concern
- Respond with Outcome
- Never get Defensive

## ONGOING LEARNING

All levels of employees continuously receive training in areas such as customer service, innovative technology, and self-improvement. The training can take place on-site, in a classroom or by outside professionals. Below are some popular customer service courses our employees have taken:

- **How to Deliver Exceptional Customer Service** (our customer service managers are required to take both this and the advanced course)
- **Mastering Etiquette**
- **Dealing with Tough Customers**
- **The GET 100 Service Practice** (described below)

## THE GET 100 SERVICE PRACTICE: (GET: GREET, ENGAGE, THANK)

At LAZ, we take Customer Service very seriously. We are a service business, and we must position ourselves to be the best in our industry. To meet our goal of being the best, we have created the **GET 100 Service Practice**. This set of customer service practices is designed to benefit everyone – the customer, client, and employee.

“GET 100” is a way to remind our employees to **Greet, Engage, and Thank** – 100% of the time. We created **GET 100** to uphold our ambitious standards and exceed our customers’ expectations. Simply put, it is a way to help us interact better with our customers and clients.

Below is a sampling of one of our customer service training programs.

### GREET

**Begin every customer’s interaction with a proper and professional greeting.**

Greeting customers is the first chance to make an excellent impression. Your greeting should be welcoming and professional. We expect you to consistently greet every customer. Your job is to make people feel special and to take care of their parking needs.

We will begin every customer interaction with a proper and professional greeting. The Greeting should be both direct (verbal) and indirect (non-verbal).

- **Direct Communication** - Pleasant greeting: “Good morning/afternoon/evening.” or “Hello.”, Use of “Sir” or “Ma’am”
- **Indirect Communication** - Are you wearing a full and clean uniform? Are you wearing your nametag? Is your personal hygiene acceptable?
- **Welcoming Appearance (You)** - Are you smiling? Do you immediately acknowledge the customers?
- **Welcoming Appearance (Booth)** - Is your booth clean and free of clutter?

## ENGAGE

**We must correctly engage with every customer in a timely and professional manner.**

All employees in our organization must be “engaged” every single day. Being engaged means to be fully present, focusing on each task and each customer with your full attention. Examples include:

- Offering a welcoming smile and greeting when dealing with a customer
- Immediately taking care of the customer
- Providing correct currency for the right to enter/exit a parking facility
- Responding in a positive manner to questions from our customers
- Exhibiting body language that is welcoming and friendly

## THANK

**Without our customers’ patronage we would not have jobs to come to every day – so please remember to thank our customers!**

Simply put, say THANK YOU! This is the easiest thing to do, but also the most often forgotten. Your parting “Thank You” is the last impression made on a customer.

Just as we begin every customer interaction with a proper and professional greeting, we need to end our transaction with a proper and professional “thank you.” The thank you must always be direct (verbal) but should also include indirect (non-verbal) communication such as a smile.

- Direct Communication - “Thank you, have a nice day/evening.”
- Indirect Communication – Smile with a pleasant demeanor

## 100% OF THE TIME

**Make GET-100 part of the daily routine!**

Why is it important to demonstrate GET 100 the correct way 100% of the time? Consistency with such basics as smiling and saying thank you will make your workplace a better place to work. Attitudes are catching, so make yours a positive one.

A strong first and last impression also creates a positive opinion for the customer regarding you, your location, and our company. A positive workplace leads to greater rewards, successes, and better overall operation. We strive to be the best parking company and we expect all our employees to actively participate in our quest to be the best.

## FORBES HOSPITALITY TRAINING

The LAZ Luxury Collection embodies LAZ Hospitality Services and distinct hospitality partnerships throughout the United States. LAZ Hospitality Services creates a best-in-class guest experience through our numerous services in parking operations with site-specific individual training. We excel by **combining our unique team member first culture with our clients’ elite standards. We would customize our training to meet the high customer expectations of the VPS airport management team.**

In June 2022 LAZ received training from Forbes Travel Guide to establish LAZ-specific service standard content across all our service offerings. These standards are implemented at all “LAZ Luxury Collection” properties. This collection consists of LAZ-operated customer service excellence properties that seek a Forbes 5-star standard.

LAZ has identified 15 leaders to be dedicated service trainers who have been instructed directly by Forbes Travel Guide and who are responsible for implementing those learned service methods at the Luxury Collection in their respective regions. LAZ Luxury Collection has the goal of being the “best of the best” and we are making the commitment in terms of time, money, and resources to achieve that.



## 2023 HOSPITALITY STANDARDS

STANDARD	TAG	CLASSIFICATION
Staff politely acknowledges the guest when appropriate and reasonably possible	Service	Courtesy & Manners
Staff is highly articulate and avoids slang and excessive use of phrase-fragments	Service	Courtesy & Manners
Staff is polite and maintains a gracious tone and appropriate pace throughout the interaction	Service	Courtesy & Manners
Staff readily smiles and maintains an engaging expression	Service	Courtesy & Manners
Staff makes eye contact and keeps focus on the guest	Service	Courtesy & Manners
Staff exhibits a genuine sense of interest and concern for the guest	Service	Graciousness, Thoughtfulness & Sense of Personalized Service
Staff is thoughtful and intuitive, demonstrating anticipatory service when appropriate and helpful	Service	Graciousness, Thoughtfulness & Sense of Personalized Service
Cross-departmental channels of communication among staff are consistent and complete	Service	Graciousness, Thoughtfulness & Sense of Personalized Service

LAZ will institute its Forbes based 5-star hospitality training program at VPS airport for all parking personnel. We will immediately, in small groups, conduct classes which get back to the basics of delivering 5-star customer service for all Patrons arriving and departing out of VPS airport. These training classes will be conducted by our Director of Hospitality, Jairo Pico, who has managed luxury operations in Florida.

Customized employee service audits will be performed on a random but consistent basis to ensure our staff stays on point. These audits will be not only an opportunity to sharpen the focus of our training, but also be an occasion to reward personnel for a job well done. We have budgeted monetary incentives and other motivations for employees scoring the highest marks on these audits.

LAZ management will conduct pre-shift briefings with our staff. This one-on-one orientation will allow the manager to inspect the employees, their uniforms and advise the staff of any operational expectations for that day and items which could affect their duties on the shift. Just like Boy Scouts are taught, we want our staff to always “Be Prepared.”



# CUSTOMER SERVICE SURVEY & IMPROVEMENT PLAN

At LAZ Parking, we take customer feedback very seriously and use it to continuously improve the quality of our services. We use a variety of methods to gather customer feedback, including online surveys, in-person interviews, and social media monitoring. This allows us to get a comprehensive understanding of our customers' experiences and identify areas where we can make improvements.

## HOW OUR SURVEY SOLUTION WORKS

By regularly surveying customers, LAZ Parking can help VPS identify any issues or problems with the parking operation and act quickly to address them. This can improve your customers' experience and ensure travelers are satisfied with the parking services they receive.

Our proposed customer survey program was developed using best practices in the parking industry as well as other service industries. We recommend that these surveys be reviewed at least quarterly, if not monthly, to measure our performance and provide suggested areas of improvement that should be focused on.

## ANNUAL SURVEYS FOR VPS CUSTOMERS

Our proposed customer survey program can use physical survey cards, digital, mobile, or any combination of these. We will regularly collect data reports and can customize your questions, scoring and tracking the results using an easy-to-understand rating scale.

On an annual basis, or more often if requested by the airport, customer survey cards would be distributed at VPS. These can be hard-copy surveys distributed on-site or using Microsoft Forms via an iPad in the field (giving us electronic results that can be linked to our Business Intelligence tool).

This allows LAZ Parking to gauge the effectiveness of our employee training programs and make continuous improvements. The surveys are summarized in a matrix that is then reported to airport stakeholders and management. Parkers' feedback is obtained on issues such as: Helpfulness of the LAZ staff, Level of customer service, Facility's appearance, Cleanliness, Ease of parking, Cash transactions, Overall satisfaction and more.

A rating scale of 1 to 4 will be used with 1 = Very Dissatisfied and 4 = Very Satisfied. We strive to score 85 or higher. Scoring benchmarks will increase on a graduated scale from the first year of operation to the second to allow for our process in operational adjustments, training, and customer service to be fully implemented.

## FOLLOW UP & ANALYSIS

Once survey results come in, we use a Customer Relationship Management (CRM) platform called **Follow up**. This tracks customers' issues, concerns, and communications. Using the software, we open a case and assign it to the appropriate manager. When the issue is resolved, the case is marked complete, automatically logged, and the customer receives a Follow up message.

Follow up integrates with LAZ Business Intelligence to provide data visualizations of open cases, response times and other KPIs to analyze and hold us accountable to our own exemplary standard of customer service. We can generate reports, transfer reports to management electronically, trigger automatic follow-ups, collect statistical information, and track action taken.

This will provide VPS with detailed reporting and ensure consistent follow-through on customer concerns.

## BENEFITS OF OUR SURVEY PROCESS

The key benefit of our customer survey process is it helps us identify and address any issues or concerns our customers may have. By actively seeking out and listening to customer feedback, we can identify problems early on and take steps to fix them before they become serious issues. This can help to improve the overall customer experience and increase customer satisfaction and loyalty.

For VPS, our customer surveys can provide valuable insights on how to improve your overall customer experience. By analyzing the results of our surveys, your teams can identify areas where the program is excelling and areas where there is room for improvement. This can help you better understand the needs and preferences of your customers and explore new ways to enhance their experience. With LAZ Parking, this customer survey process will be an important part of our commitment to delivering high-quality services and meeting the needs of your customers and guests.

## CAPABILITIES IN AIRPORT PARKING SERVICES

While we look forward to having more active discussions with your key stakeholders, the list below summarizes the unique benefits Destin-Fort Walton Beach Airport will receive from LAZ Parking. We look forward to serving you as a collaborative and accountable provider – now and in the years ahead.

- **Business Intelligence:** Our Business Intelligence program will provide unique data visualization via a custom dashboard, keeping you constantly apprised of your facilities and operations. This solution is also integrated with most leading technology vendors.
- **Customer Care Center (CCC):** We will also apply our experience with our internal Centralized Customer Care Call Center program to integrate with your technology systems and benefit local automation processes, if desired. This US-based call center has trained customer service representatives standing by on a 24/7 basis to support the operation.
- **IPMI Professional Development:** LAZ Parking can also provide all AIRPORT employees with semi-annual IPMI instructor-led training courses, if desired. An optional enhancement, these trainings can deliver value and complement our current in-house training programs, such as LAZ University.
- **Integrated PARCS Management Solution:** We propose integrating with your current parking access and revenue control system (PARCS) for real-time visibility and access. This includes seamless integration and interface with our proposed collections, mobile pay, and business intelligence solutions.
- **Consulting & Audit Services:** LAZ Parking offers our consulting services free of charge, working alongside you to develop unique and innovative parking solutions to make the VPS parking operation an overwhelming success.
- **Financial Stability:** Our strong balance sheet lets us stand ready to invest in new parking management systems and capital projects for this opportunity. We have significant working

capital through a \$20 million revolving credit facility provided by Wells Fargo, plus long-term vendor relationships and buying power.

- **Professional Full-Service Customer-Focused Operation:** We provide highly trained staff with a commitment to stellar customer service. Our ambassadorial approach to this contract will highlight our approach that reflects the values of our organization. This includes immediate response to inquiries, complaints, and requests for assistance, plus ongoing training in conflict resolution and ambassadorship.
- **LAZ University:** We have developed LAZ University to teach our employees' The LAZ Way of doing business. From embracing our strong culture to the practicalities of parking cars, we are committed to long-term personal growth and development.
- **Unmatched Expertise:** LAZ Parking's airport team brings you decades of experience operating parking at many of the largest and busiest airports in the US and around the world. We continue to invest in our customer service and safety training programs to address the constantly changing landscape of your operations and FAA, TSA and airport-specific policies and regulations.
- **Operational Efficiency:** From rate analysis and new parking products to automation and efficient staffing, our streamlining programs generate considerable revenue and savings. To deliver the highest ROI possible, we develop highly detailed and airport specific marketing campaigns that include corporate, loyalty, coupon, and rewards programs.
- **No Disruptions:** We manage hundreds of transitions every year and know that accurate execution is the key to ensuring that your customers experience only positive enhancements.
- **Accounting & Revenue Control:** In addition to a time-tested accounting system, we focus on training, separation of duties and accountability. We use our highly trained management and administrative team to implement our stringent cash management policies and procedures.
- **Digital Mapping and Predictive Analytics:** As a customer focused initiative, LAZ Parking will provide enhanced analytics, digital mapping, and predictive analytics provide VPS and our mutual customers with real-time web and app-based information.
- **LAZgo & E-Commerce Solutions:** Unique e-commerce solutions with reservations, text to park and pre-payment features. Allowing customers multiple simple, efficient, and fast ways to pay.
- **Customer Oriented Culture:** We hire people that are excited to come to work and that love to interact with the public and then we train them to put customers first. In any transition of parking assets from one operator to another, LAZ Parking makes every attempt to retain current staff that can fit within our culture.
- **Community Outreach & Local Hiring:** LAZ Parking takes an active role in the community, from second chance programs to reduce poverty and recidivism to intensive public outreach. We offer existing parking program employees first consideration for hiring – keeping their valuable knowledge here at home.

# LOT A & B LIGHTING UPGRADE PLAN

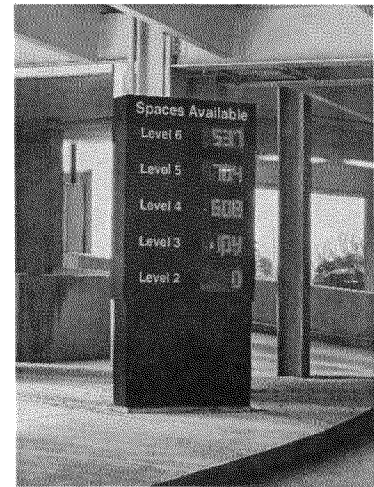
LAZ Parking has extensive experience in the upgrading and replacement of existing lighting systems within our owned and management parking operations. We will work with the Airport and our national partners to set out a plan for the most efficient, effective lighting solution for VPS. Our experience spans both garage and open lot facilities.



We work with firms that understand both our needs and the needs of an airport environment. Our goal is to maximize efficiency and effectiveness of the systems while leveraging our partnerships to minimize cost and meet installation project lines.

LAZ Parking, as part of this project, will take a more universal look at the lighting needs of the operation including power necessary not only for the lighting infrastructure but also to incorporate enough energy to feed other power needs within the facility for future facility needs such as EV charging, future parking structures, etc. We have strategic partnership with companies such as ZEEM (more information in Section VIII of this proposal). This allows us to assist the airport in engaging future needs through input from the Airport and the master plan to plan for future needs.

LAZ Parking stands ready to handle this project, provide the necessary capital and meet the airport's timeframe once a mutually agreed upon plan is agreed upon.





## IV. EXPERIENCE & QUALIFICATIONS

### PARKING FACILITIES EXPERIENCE

#### LAZ PARKING OVERVIEW

The roots of LAZ Parking are founded on childhood friendships that were formed in the mid-1970s when Alan Lazowski, Jeff Karp and Michael Harth became best friends in a small town near Hartford, CT. Fast forward to 1981 in his senior year of college when Michael decided to start a valet parking business in San Diego, CA. He shared the idea with his two best friends who took hold of this opportunity and started their own valet businesses in Hartford and Boston, MA.

Michael began by serving three beach-side restaurants, Alan with an individual location at a restaurant in downtown Hartford and Jeff with a nightclub and surface parking lot in downtown Boston.

Two years later, Jeff and Al merged their Hartford and Boston-based companies to form LAZ Parking. Meanwhile Michael continued to operate independently on the West Coast under the brand of Sunset Parking. Over the years, the three friends consulted with each other and shared their many experiences and philosophies while growing their companies' side by side into leaders in their respective markets.

By 2006, LAZ Parking had become a significant regional player in the Midwest when they secured one of the largest parking contracts in the nation, the City of Chicago's Millennium Park Garages. This caught the eye of Indigo [formerly VINCI Park], one of the world's largest parking firms that wanted to invest in a U.S.-based parking company.

LAZ Parking Fast Facts	
<b>Founded:</b>	1981
<b>Number of Locations:</b>	Over 4,250
<b>Number of Parking Spaces:</b>	Over 1.4 Million
<b>Annual Managed Revenues:</b>	\$1.4 Billion
<b>Number of Employees:</b>	14,227
<b>States / Cities:</b>	41/ 452
<b>Portfolio Mix:</b>	Managed, Leased, and Owned
<b>Service Lines:</b>	Hospitality, Commercial, Healthcare, Airports, Transportation, Universities, Government, Retail, and Events



In 2007, Indigo [formerly VINCI Park] acquired a 50% interest in LAZ, which then formally acquired Sunset, and the three friends merged their companies and cultures to form the LAZ Parking of today. The combination of lifelong friendship and a people-focused philosophy has been the fuel that has allowed the company to become a dominant leader in the parking industry.

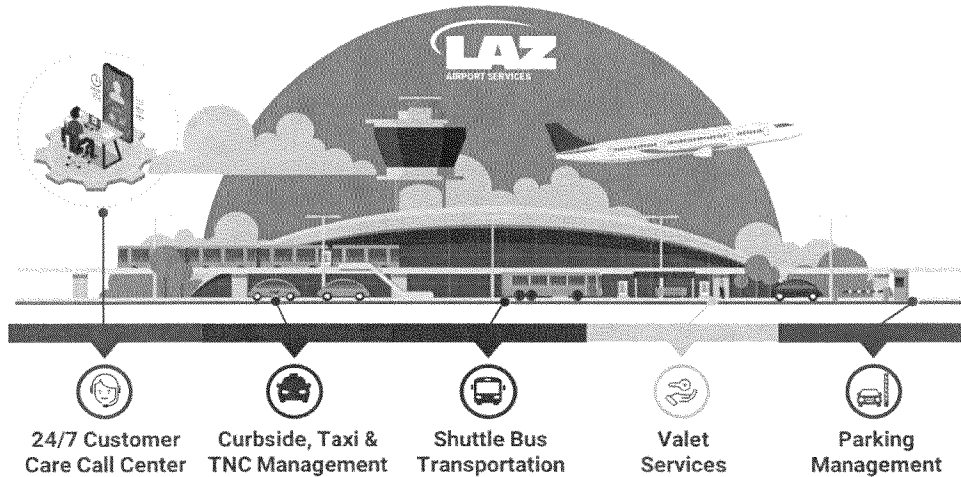
In 2021, LAZ Parking announced an investment from Argo Infrastructure Partners, a leading infrastructure investor based in New York with a focus in long-term investments, targeting higher quality infrastructure assets and businesses, including EV and sustainability initiatives. This new partnership will strengthen our existing capabilities and sustain strong relationships with employees and customers.

Through the combination of strategic acquisitions of Classified Parking, Apex Parking, Ultimate Parking, Interpark's operations in the Mid-Atlantic region, AlphaPark VPS, Professional Parking and Serco, LAZ has grown into the largest privately held parking company in America.

Today LAZ operates over 1.2 million parking spaces in over 3,000 thousand locations and 400+ cities across the country, including many of the original locations we started back in 1981.

Over four decades later, our founders and their original values continue to guide the LAZ Parking of today. With a laser-focused mission to "Create Opportunities for Our Employees and Value for Our Clients" we are passionately committed to living up to "The LAZ Way."

## FAMILIARITY WITH PARKING OPERATIONS AT COMMERCIAL SERVICE AIRPORTS



- Parking Management
- Valet Parking Services
- Taxi & TNC Management
- Online Reservations & eCommerce
- Marketing & Loyalty Programs
- Wheelchair & Luggage Assistance
- Shuttle Bus Transportation
- 24/7 Customer Care Call Center
- Ground Transportation & Curbside Management
- Business Intelligence & Data Analytics
- Guest Service & Concierge
- Facility & PARCs Maintenance

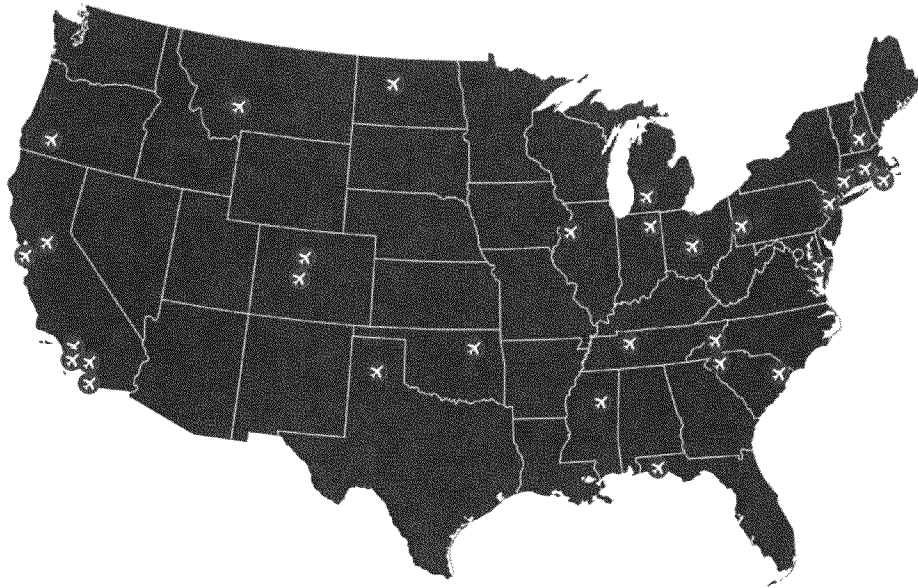
LAZ Parking currently operates at several Airports across the Country ranging in size from Large Hub (LAX, BNA) all the way to Non-Hub Airports. Our Team is well equipped to manage the VPS parking operations. Most Small Hub and Non-Hub airports are geographically located near other Airport's resulting in multiple Airports having overlapping catchment areas. This results in Airports needing to differentiate themselves from the other Airports that they are competing with for customers. We believe that we can provide a parking solution that sets VPS apart from the other Airports. Our mutual customers will be provided with the best-in-class parking experience at the beginning and end of their trips. Our Airport Services Division has more than 100 years of experience operating parking and transportation services at Airports, and we have experience at over 50 small and non-hub airports.

LAZ has superior revenue control, operational excellence, consulting, and project management skills that exceed any of our competitors. We are always ready to accept a new challenge and strive to always exceed our clients' expectations.

LAZ Parking currently operates a variety of Airport's. Larger Airports such as Los Angeles International Airport and Nashville International Airport, midsize Airports such as T.F. Green, Manchester Boston, and Tulsa, as well as smaller Airports such as Aspen/Pitkin County Airport and Minot International Airport. Each Airport is unique and has its own operational challenges. LAZ prides itself on meeting those challenges and exceeding our client's expectations. LAZ currently manages parking, shuttle, ground transportation, TNC, curbside and valet services at 30 airports nationally.

## SOME OF OUR AIRPORTS PARTNERS

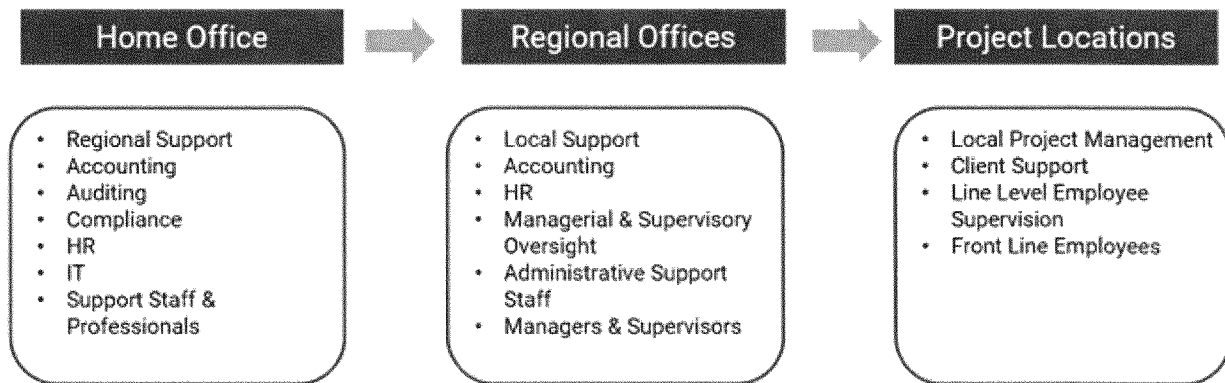
We have highlighted above a few of the Airports that are similar in size and scope of operation or where we have made major capital improvements working with the Airport.



- Los Angeles Intl. Airport (LAX)
- John Glenn Columbus Intl. Airport (CMH)
- Oakland International Airport (OAK)
- **Pittsburgh International Airport (PIT)**
- Cross Border Express (CBX)
- Quad City International Airport (MLI)
- Martha’s Vineyard Airport (MVY)
- Golden Triangle Regional Airport (GTR)
- Sacramento International Airport (SMF)
- **Asheville Regional Airport (AVL)**
- Salisbury Airport (SBY)
- Aspen/Pitkin County Airport (ASE)
- **Minot International Airport (MOT)**
- **Bozeman Yellowstone Intl. Airport (BZN)**
- **Myrtle Beach International Airport (MYR)**
- **Nashville International Airport (BNA)**
- Tulsa International Airport (TUL)
- **Greenville Spartanburg Intl Airport (GSP)**
- TF Green Airport (PVD)
- Teterboro Airport – Valet (TEB)
- **Manchester Boston Regional Airport (MHT)**
- John Wayne Airport (SNA)
- Tweed New Haven Airport (HVN)
- **Kalamazoo Battle Creek Intl. Airport (AZO)**
- **Pensacola International Airport (PNS)**
- Long Beach Airport (LGB)
- Amarillo International Airport (AMA)
- Eagle County Regional Airport (EGE)
- Rogue Valley International (MFR)
- Fort Wayne International Airport (FWA)

Our Airport Services division oversees all Airport operations. The Airport Services group has more than 100 years of combined experience serving Aviation customers. We have worked with our clients through the current pandemic to seeing our way through this event and have in the past used our experience through other industry changing events such as 9/11 and the changes that impacted the Aviation industry during and after that event.

With 30+ Airports currently under management, our Airport Services Team is an active member of both AAAE, ACI, IMPI, and NPA. We fully understand Aviation Parking and Airport landslide operational needs (Shuttle, Ground Transportation, Valet, curbside management, TNC management, etc.) are unique and unlike parking at any other facility.







## CHRIS HOWLEY – VICE PRESIDENT, AIRPORTS

Chris has 30+ years of experience in parking and more specifically Airport Parking. After graduating from Georgetown University with a Bachelor of Science in Business Administration. He started his career in the hospitality industry with Marriott Corporation. He transitioned to the parking industry where he led and grew a regional South Florida parking firm. Chris then moved to a national parking firm in the early nineties. He held various positions including Executive Vice President, Owner, and Board Member. For more than 25 years, he led the Airport Division of that firm and grew the company into the largest provider of airport parking and transportation services, managing more than 75 airport operations. Coming out of retirement, Chris joined LAZ Parking in 2019 as Vice President, Airports.



## DON BARRETT – VICE PRESIDENT, AIRPORT OPERATIONS

Don Barrett began working in the parking industry in 1996 and has served in many roles during that time. As a graduate of the University of Memphis with a Bachelor of Business Administration. Don has operational experience of serving his clients with the best-in-class level of service. Over his twenty-five-year career he has transitioned over 40 Airport locations successfully and has a reputation for integrity and devotion to his clients and employees. Don has overseen all types of parking operations including Aviation, Healthcare, Municipal, Commercial, and On-Street operations. Don is CAPP certified through IPMI and is a registered ParkSmart Advisor (formerly Green Garage Certification) and is an AAAE Corporate Member as well as an active member in several AAAE chapters.





## **STUART VIETH – VICE PRESIDENT, AIRPORT OPERATIONS**

Stuart Vieth's 30 year operational and administrative career includes 15+ years of parking management at Chicago O'Hare Airport (ORD) where he was responsible for 25,000 public parking spaces, \$120 million in parking revenue, a \$14 million operating budget and 275 union employees. He also oversaw all ground transportation activities for ORD, which processes over 4 million commercial vehicles per year. He served as LAZ Parking's General Manager for the largest underground parking garages in the US, Chicago's 9,128 space Millennium Garages, where he was responsible for \$30 million in revenue and a system of 28 entry / exit gates and 48 Pay-on-Foot machines. He will work closely with our local team members to incorporate the best practices from his many years of Airport parking management.



## **RICK INGRAM – VICE PRESIDENT OF AIRPORT SERVICES**

Rick joined LAZ Parking in 2005 after serving in the United States Army where he attained the rank of Sergeant. During his service he participated in several overseas missions as well as homeland security operations following 9/11. Rick was quickly promoted to key leadership positions within LAZ, overseeing large-scale parking and valet operations across various verticals including hospitality, commercial, healthcare, and events. Rick eventually served as the General Manager of the San Diego market, managing over 200 parking operations before transitioning into a strategic role in LAZ's Airport Services.

Among other projects, Rick successfully managed the startups of the Cross Border Xpress parking and terminal operations for the Tijuana International Airport and the "LAX-it" Taxi and TNC Pickup Lot and Transportation services at Los Angeles International Airport (LAX), which was awarded the 2021 Award for Excellence for Innovation in a Mobility, Transportation, or Parking Program from the International Parking and Mobility Institute. Rick leads LAZ's Airport Services division and is responsible for overseeing and expanding the company's growing aviation market share. Rick holds a bachelor's degree in Anthropology from San Diego State University.



## **CHRISTOPHER WALSH – REGIONAL VICE PRESIDENT, FLORIDA**

Christopher has been a leader in the parking industry since 1996 and started his career with LAZ Parking as a Regional Vice President in 2006. Before joining LAZ, Christopher was responsible for overseeing Miami International Airport parking operations for over three years. He was the main point of contact with Airport Operations, the union and was deeply involved with the installation of the new equipment plaza. He is currently based in Miami and responsible for premier Florida properties in Miami, Fort Lauderdale, Tampa, Jacksonville, Orlando, Daytona, St. Augustine, and Naples. His vast experience in business development activities and operational management encompasses Class A office buildings, hospitals, hotels, stadiums, and airports.



## **LUIS MACEDO – GENERAL MANAGER, FLORIDA**

Luis has served as our Regional General Manager for the Florida region for over 16 years and has been in the parking business for more than 25 years. Luis fully understands all parking operations both locally and nationally, which include airports, hotels, office buildings, municipal organizations, special events, valet, and institutional parking operations. Part of his role is he also oversees the LAZ Event Group which provides staffing for over 100 events a year in Florida alone. He also assisted with parking operations for Miami International Airport, Jackson Memorial Hospital, City of Coral Gables, Jacksonville Transportation Authority and City of Daytona Beach. Mr. Macedo will have direct supervision of all management and administrative support personnel working on this project. Luis is a graduate of Florida International University.



## **JENNIFER TORRES – HR BUSINESS PARTNER**

Jennifer is responsible for supporting and managing the HR and payroll needs of over 700 employees. In addition to a B.S. in psychology from Keiser University, she recently earned her master's degree in human resource development. Prior to joining LAZ, Jennifer spent several years working gaining experience with generalist affairs, including recruitment, training, conflict resolution, benefits administration, and compensation.



## **ROBERTA CIANFAGLIONE – REGIONAL ACCOUNTANT**

Roberta has been with LAZ Parking for the past four years and serves as a Regional Accountant supporting LAZ Parking and the LAZ Event Group nationwide. She is highly disciplined with proven ability to efficiently manage multiple assignments while exceeding tight deadlines. Her areas of expertise include financial closing process, balance sheet reconciliation and budget management for over 50 clients. Ms. Cianfaglione is well versed in all the LAZ Parking accounting software as well as Time Force and ADP Vantage payroll programs. Before joining LAZ, Roberta worked with Accurate Event Group, where she served as the Human Resources/Payroll Manager for over 1,000 full and part-time employees. Roberta is also, fluent in English, Portuguese, and Spanish.



## **DAVE KILFOYLE – VICE PRESIDENT, OPERATIONAL AUDIT**

Dave joined LAZ Parking in 2017 as Vice President of Operational Excellence and Audit, bringing with him extensive knowledge and experience operating parking locations of all types and sizes. His expertise has led to innovations that have taken the LAZ Audit Program to the next level. Under Dave's leadership, the new Audit Program has evolved into a powerful, web-based, comprehensive audit process that uses numerically rated audit templates to quantify results and to influence operations teams to be pro-active in the implementation of revenue controls. Prior to joining LAZ, Dave spent 34 years in operations at SP Plus Parking, where he was responsible for operations across the western United States.

## AWARDS & ACCREDITATION

LAZ Parking is well-known in the industry and holds several awards and accreditations that set us apart from other providers. Dozens of our management team members have earned the Certified Administrator of Public Parking (CAPP) designation, including Don Barrett, Senior Director on the Airport Services team. Our company is also an IPMI recognized organization and an Accredited Parking Organization (APO), as described below. We pledge to continue this level of service excellence.

### CAPP CERTIFICATION

LAZ Parking has over 38 managers that are CAPP or CPP certified. We also have several managers/executives Parking that are going through the CAPP program and are anticipated certification by the end of the year.



### 2021 AWARDS OF EXCELLENCE WINNER

LAZ Parking was also recognized as an organization by the IPMI with 2021 IPMI Awards of Excellence. These awards highlight outstanding parking and transportation facilities and innovative programs to further the parking, transportation, and mobility industry.



In 2021 Los Angeles World Airports and LAZ Parking were recognized by IPMI with an Award of Excellence for the LAX-it program. LAX-it received the award for Innovation in a Mobility, Transportation, or Parking Program, placing the service among the industry's top programs. The IPMI Award of Excellence winners exemplify creativity, future-thinking, and a commitment to mobility and sustainability.



### ACCREDITED PARKING ORGANIZATION (APO)

APO is a designation for parking organizations that have achieved a comprehensive standard of excellence. It recognizes best practices in responsible parking management and operations, customer service, professional development, safety, and security. In March 2022, LAZ Parking officially received APO Certification and is now fully accredited through 2025.



## **TRANSITION PLAN**

LAZ Parking stands ready to begin services rapidly upon contract award. We have a proven record of accomplishment for similar projects and look forward to working as your partner.

LAZ Parking will provide Destin-Fort Walton Beach Airport and all your various stakeholders with the highest possible orderly transfer of the operations and responsibilities of your parking system. We understand and recognize the sensitivity of a transition in parking services, especially one as dynamic as yours. Because we fully acknowledge the adjustments and challenges of a transition, LAZ Parking will take full responsibility and ownership of the process. We provide the airport with our full commitment that we will do everything needed to ensure a smooth and successful transition.

### **RAPID AND SEAMLESS TRANSITION**

LAZ Parking stands ready to serve Destin-Fort Walton Beach Airport immediately upon contract award. We have a proven track record for similar projects and look forward to working as your partner. Transition planning will begin the day the contract award is announced, and our top priority is ensuring a seamless transition for the airport and all of your customers.

### **ANTICIPATED TRANSITION SCHEDULE**

Our main objective for the transition period is to be seamless and without notice to the customers who utilize the Airport parking facilities. We accomplish this through a detailed transition plan that assigns LAZ staff members to extremely specific tasks and duties. We anticipated a transition occurring in 60 days but can work within a minimum of 63 days. There is a lot to accomplish in a brief period of time, but we are confident and will promise the airport a smooth transition. To accomplish this, we will create a customized transition plan encompassing all operational issues that need to be addressed. We will update it as tasks have been completed and our weekly meetings with the Airport will further show the Airport our progress. We will also work closely with the VPS staff on every step of the transition process to predetermine and predict any issues.

### **RETAINING THE CURRENT STAFF**

LAZ Parking believes that incumbent workers possess valuable knowledge, skills, and experience that contribute to the success of Airport operations. Should VPS desire us to retain any or all existing employees from the current operations including current management staff, we are more than willing to do so. We also have several very qualified candidates for the VPS parking, shuttle, and customer service manager position. LAZ Parking recognizes the skills and benefits that the staff working in the parking operation provide, and as your designated partner in parking, we are committed to retaining as much of the team as possible to ensure your ongoing success.

### **DEDICATED TRANSITION TEAM SUPPORT**

We will provide all necessary implementation support, bringing in additional personnel and subject matter experts through the process until the operation is stabilized, and keep VPS fully informed step-by-step of our progress. Our transition plan and budget include bringing in subject matter experts from around the Country to assist and oversee specific functions of the transition process. The transition support team will be in addition to the project management team that will be hired at the commencement of the agreement. The transition support team will include but not be limited to the following:



### **LAZ Airport Personnel**

Chris Howley – Contract & Client Support  
Don Barrett – Transition Team Leader  
Stuart Vieth – Airport Operations  
Rick Ingram – Vice President, Airport Services

### **LAZ Regional Personnel**

Christopher Walsh – Regional Vice President  
Luis Macedo – General Manager, Florida  
Roberta Cianfaglione – Regional Accountant  
Jennifer Torres – HR Business Partner

### **LAZ Corporate Personnel**

Dave Kilfoyle – Vice President of Operational Excellence and Audit  
Carrie Ann Verge – Airports & Municipal Accounting Coordinator  
Anthony Mele – Vice President of IT

## **DEVELOPING STANDARD OPERATING PROCEDURES**

As part of the transition, we will finalize a customized Standard Operating Procedure (SOP) manual to specifically meet the contract requirements and the scope of operations at Destin-Fort Walton Beach Airport. The SOP manuals will be submitted to Airport management for approval. The SOP will be adjusted as necessary to meet the dynamic and ever evolving parking operations.

## **BUILDING A QUALIFIED WORKFORCE**

To ensure that VPS's parking operations are staffed with qualified parking professionals, every candidate will be required to successfully complete our hiring process. Every applicant, regardless of the position, is required to go through the interview process with a qualified and trained interviewer, pass a background check, DMV check if they are drivers, drug test and reference check. Risk management

## **ONBOARDING NEW TEAM MEMBERS**

Once hired, they are then required to attend our new hire orientation, as well as pass all training courses. Our goal with the training program is to raise the bar and set an expectation level for the delivery of stellar customer service. We believe that the current level of service being delivered to car parkers can be improved greatly through better Airport Division and Regional support. We want to engage that "WOW" factor in the team and get them excited about their jobs.

## **POST-TRANSITION FOLLOW-UP**

After the transition is complete, as part of our post transition follow-up, our team will continue meetings with your staff until VPS is satisfied that we have completed all proposed enhancements, met all contract requirements, and fulfilled the needs of the employees through transition. We will work diligently to meet the needs of Destin-Fort Walton Beach Airport and we are confident that we can exceed your expectations. We owe our record of success to the team leaders and members who make our company special. As such our transition team will draw upon their vast experience serving airports to provide the absolute best in service.

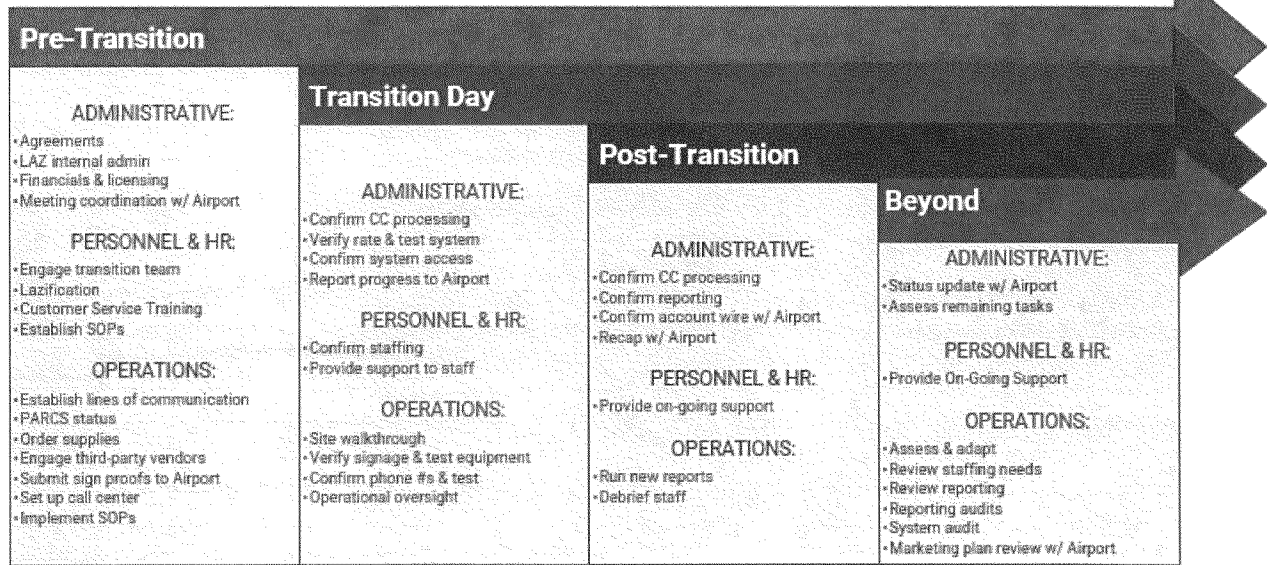
By selecting LAZ Parking, the transition will be seamless and only positive improvements will be seen and felt by the public. You will not find a more dedicated, knowledgeable, and hardworking team to manage the airport parking management services operations at VPS Airport.

# SAMPLE TRANSITION SCHEDULE/TIMELINE

Our transition plan will be rolled out in four stages, as shown below. Each of these will be thoroughly reviewed with your stakeholders and staff. This clear plan allows us to effectively coordinate our efforts with you and our team during all periods of a transition.

Our transition plan will ensure seamless implementation and smooth daily operations. Destin-Fort Walton Beach Airport and your travelers will receive courteous and professional conduct, and we will ensure that all existing employees are comfortable and able to perform at their highest level.

## At-a-Glance: Our Seamless Transition



## STAGE 1

- Finalize and submit permits, business license and certificate of insurance
- Assemble transition managers, team members, and assign tasks and duties
- Site walk through and thorough review of current parking operations, facilities, shuttle routes
- Coordinate transition plan with LAZ Parking transition team and VPS staff
- Introduction meeting with all existing employees
- Review our recommended operational recommendations with VPS staff
- Evaluate and revise existing staffing schedules if needed
- Prepare PARCS equipment status and contract
- Begin Team Rhythm Meetings
- Begin Rhythm Meetings with VPS staff

## STAGE 2

- Submit updated recommendations to supplement existing operations and our recommendations
- Order necessary supplies, telecom, forms
- Technical support training on Revenue Control Accounting and Inventory Systems
- Notify existing contractors of operator change & negotiate new contracts
- Forward all Insurance Certificates to Airport administrators



- Hire additional new employees prior to transition
- Employee on boarding process
- Employee orientation, **LAZification** and customer service training
- Uniform fitting for all employees

### **STAGE 3**

- Delegation of management and supervisory job assignments
- Submit operating budget to VPS staff
- Submit parking transaction and revenue report samples to VPS
- Installation/training of automated payroll/time attendance system
- Installation of automated cash deposit system
- Develop Final Standard Operating Procedures (SOP) to meet VPS guidelines
- Distribution of Uniforms

### **STAGE 4**

- Commencement of operations
- PCI compliance site audit
- Conduct comprehensive operational and procedural audit for review by Airport
- Submit draft Standard Operating Procedures (SOP) to Airport
- Implementation of approved operational & revenue enhancement programs
- Coordination and customization of revenue, rent, billing, and reporting with VPS staff
- Ongoing monthly meetings airport division, regional personnel, parking manager and VPS staff
- Roll Out of Reservation System, multiple payment options and other technologies
- Install GPS shuttle tracking and notifications
- Implement Driver Safety Program

## **PRIOR OR ONGOING CONTRACT FAILURES:**

LAZ Parking is proud to say that we have never had an airport parking agreement cancelled. We have an unblemished record at Airports. We have no alleged significant prior or ongoing contract failures. In fact, Laz Parking has not lost an airport agreement either through rebid or other means in more than five years.





## V. EXPERIENCE WITH PARCS & CAPITAL PROJECTS

LAZ Parking is also willing to provide the capital and/or financing for identified and mutually agreed upon capital projects including but not limited to: New or upgraded PARCs system, Shuttle Vehicles, EV charging stations and infrastructure, more efficient lighting, wayfinding systems (w/social media) and any other projects up to and including parking structures and CONRAC facilities.

A few, recent PARCs and Capital Projects at Airport:

- Manchester Boston Regional Airport: CapEx Investment (PARCs, lighting & parking guidance)
- Kalamazoo: CapEx Investment (PARCs)
- Minot International Airport: CapEx Investment (PARCs & lighting)
- Rogue Valley Medford International Airport: CapEx Investment (EV Charging)
- Pittsburgh International Airport: CapEx Investment (Shuttles)
- Bozeman Yellowstone International Airport: CapEx Investment (PARCs, vehicles & luggage carts)
- Long Beach International Airport: CapEx Investment (PARCs)

## PARCS SUGGESTIONS

LAZ Parking has decades of experience designing, installing, and maintaining Parking Access Revenue Control System (PARCS) equipment. We work closely with equipment vendors and strategic PARCS partners to help design hardware, software, and functionality specific to the airport environment. A fully automated system can provide significant operational savings, superior accountability, additional security while maintaining a very high-level customer service.

## A NATIONAL LEADER

With over 3,500 parking facilities currently under management in the United States, we are extremely proficient and familiar with the procurement, installation, and integration of revenue control equipment for parking operations. We have longstanding relationships and national purchasing discounts with the most respected parking equipment vendors in the industry, including HUB (DataPark, TIBA and), FLASH, Amano-McGann, Scheidt & Bachman, Designa and SkiData, to name a few.

As a leader in providing innovative PARCS equipment to its clients, we have been purchasing and installing equipment for decades. In the past 6 years alone, LAZ Parking has overseen the purchasing and installation of new PARCS equipment and other capital projects at many of our airports. Including installing FLASH equipment at MHT, MOT, GTR, ASE, MLI, SBY, and PVD, along with TIBA equipment at AVL, GSP, TUL, and Scheidt and Bachman at OAK. We manage HUB equipment like your current system at AMA, PNS, BZN.

## PARCS PREFERENCE

We have priced out both updating the current PARCs system with the latest from HUB (Jupiter Upgrade) and replacing the PARCs with another cloud-based system. Either option is an acceptable scenario, and we are comfortable and flexible to work with either solution. Regardless, LAZ has the experience to manage the process for VPS.

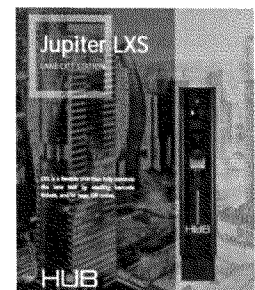
Below you will find a chart with the prices for replacement of PARCs system as well as upgrading your current HUB system to the Jupiter line. We are wonderfully comfortable operating the current HUB PARCs system. But the future of Airport parking is frictionless and ticketless part of the requirement to reach the level of parking service for Airports we believe that the Airport should consider either upgrades to the current system or installation of a new system. One of the key upgrades needs to LPR at all entrances and exits. An LPR upgrade alone allows for several advantages:

- 1) Allows the Operation to go fully automated reducing cashier hours
- 2) Allows for real-time LPI eliminating the need for nightly LPI wage expense
- 3) Is the first steps to dynamic pricing (coupled with BI analytics) Shown to increase revenue 30%+.
- 4) Allows for improved service including vending gates and pushing rates from LAZ CCC.
- 5) Allows the Airport to go completely cashless if that is a goal.
- 6) Facilitates multiple payment options such as text to pay, mobile phone, apple and google pay
- 7) Provides an additional level of facility security

We believe that LPR technology will allow for better tracking and continue to move the VPS parking operation into the future for many years to come. The FLASH system price does include the LPR solution in the pricing above and it is 100% cloud based. HUB can also provide a cloud-based system as well and they typically still have a backup server on site in case of a cloud connectivity issue.

## HUB/DATAPARK/JUPITER

The new Jupiter system is an exceptionally reliable system, and we are remarkably familiar with the operation of this revenue control system. The new Jupiter line will require the addition of an EMV Gateway. We have provided additional information on this in our credit card processing section. We also have requested pricing from HUB to add LPR in lane cameras to the system. We believe that this LPR technology is the next step in automating your facility.

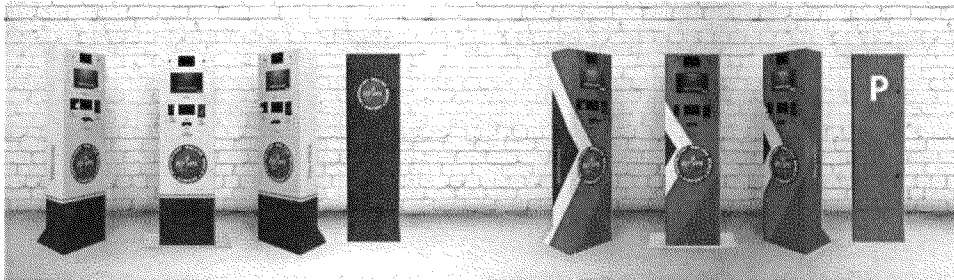


## FLASH

We have solicited pricing to replace the PARCs system from FLASH Parking. The system would include all new PARCs equipment with FlashVision (LPR). We are happy to provide the detailed quote upon request. We have strategic pricing with FLASH, and they are a great system to help VPS reach its goals of cashless, ticketless, touchless, and fully automated operations.

Since Flash is basically plug & play it eliminates much of the maintenance required by other systems which in turn eliminated downtime of the system. Due to our strategic partnership, we receive the latest software updates immediately and best prices and response time on service. Their product, FlashVision (LPR w/AI), allows us to go fully automated if that is the airport's ultimate goal. With this system the operation will realize significant payroll savings no longer having to perform nightly LPI. LPI is available online and up to date in real time.

It also helps towards the next step toward frictionless (ticketless) parking. It also provides multiple payment options (i.e., credit/debit, cash, pay by phone, Apple Pay, Blue Tooth Pay, Reservation Pay, etc..) as well as real time Data Analytics.



## PARCS REVENUE CONTROL SYSTEM

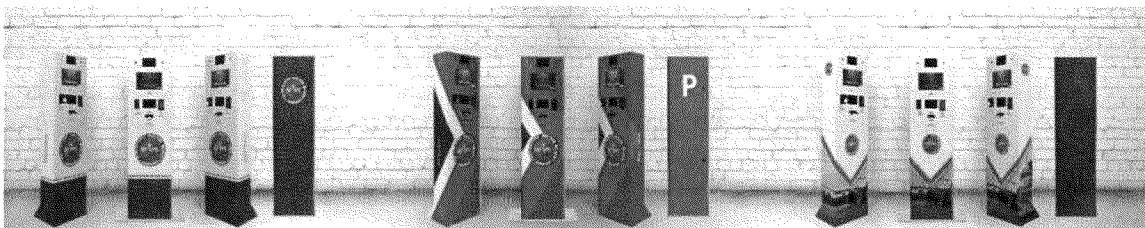
LAZ Parking has a proven track record for revenue control and cash-handling procedures. We have in place several security processes and procedures to maintain control over cash receipts, prevent theft, track revenue, and improve the operation's bottom line.

Our internal systems are fully integrated with the new both your current HUB PARCs system as well as any system (including upgraded HUB and FLASH) to be installed. Allowing predictive and proactive management of the facilities. Our Team is very familiar and trained on all first level maintenance requirements of all PARCs systems as well as some more advanced maintenance and upkeep of the system. Beyond repairs, that our capability, we have an excellent relationship with HUB & FLASH and receive preferred pricing and response time due to our large volume of use of this system. We will help the Airport get the most out of your current or new PARCs system.

Prior to commencing operations at VPS, we will conduct a thorough review of existing operations and prepare detailed recommendations for any needed improvements. There are numerous processes and steps to our revenue control and accountability procedures. A fully functioning, well maintained PARCs system that can adapt to industry changes is extremely important in that process.

## PARCS MAINTENANCE

LAZ Parking is very aware that the revenue generated from Airport parking operations is generally the leading source of nonaeronautical revenue for an airport. In order to protect the Airport's revenue, the PARC's system must operate correctly. LAZ employees are trained on the PARC's system so that they



can provide maintenance on all systems.

This includes many of the items listed below:

- Ticket/receipt replacement
- Clearing of Jams in the equipment
- Removal/Swapping of parts as directed by the manufacturer.
- Monthly inspections of internal components for visible wear/failure points

Both the current and new PARCs system we have proposed has shown to have very minimal downtime and this is in large part due to the “plug & play” nature of their hardware. LAZ will maintain an inventory of spare parts for each part of the system. In the event of a part failure, we “plug and play” the part in inventory for virtually no down time. That part is then sent back to the manufacturer for repair and replacement in inventory. We will also have annual visits from the PARCS provider to monitor equipment performance and effectiveness. The beauty of our relationship with both HUB and Flash is that we receive all software updates and technology advances as part of our relationship. For extreme cases, we will bring a representative from the manufacturer in to provide this and any other training specific to the system installed.

## PCI COMPLIANCE

In an effort to combat data theft, we are committed to the protection of cardholder data and to the compliance of PCI DSS security requirements. Our company-wide PCI compliance program includes protecting cardholder data, maintaining a secure network, implementing strong access control measures, monitoring, and testing networks to ensure security breaches are negated, ensuring the maintenance of PCI security policies. Following you will find our compliance process in more detail.

PCI Compliance Statement: LAZ Parking specializes in the management, leasing, ownership, and development of parking facilities. We provide technology solutions using industry parking equipment, software and web services that may require network and security technologies and services. LAZ Parking manages the network and security infrastructure and also maintains the health of the network with security checks and monitoring. LAZ Parking’s solutions facilitate PCI compliance by providing comprehensive internet security perimeter network segments and by implementing security policies that are in line with the tools and methodologies necessary for the organization to achieve Payment Card Industry (PCI) compliance with PCI DSS (PCI Data Security Standard) v2. 0. [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)

LAZ does not store card holder data and utilizes tokenization methods through third party credit card processing providers. Our primary focus is on facilitating PCI Compliance by delivering a secure perimeter network. The LAZ Parking solution fulfills this requirement through PCI audits and individual efforts. LAZ has successfully passed the audit process as part of an overall PCI compliance effort.



## **VI. OPERATIONAL EFFICIENCIES WHILE IMPROVING CUSTOMER SERVICE, SAFETY & REVENUE GROWTH**

### **PARKING OPERATIONS**

We have identified several areas in which to improve efficiencies, one such area is within the parking and shuttle operations. We believe that through our requirements and training along with our technology partners we can greatly improve the efficiency, safety and expense within the parking and shuttle operations. We will start with our approach to parking operation and then discuss the shuttle operation.

We also believe that additional efficiencies within the current parking operation are available. Currently, Lot A at VPS is at capacity regularly. The Airport uses the roadway occupancy sign to inform customers of each of the current lot's capacity, this is an excellent tool but is per the Airport's comments not as reliable as it should be. We believe we can help with the system's reliability by using the CSR position to provide additional counts within Lot A and Lot B and update the sign counts more regularly. We also believe that additional count signs located at other points on the terminal loop road may also provide better guidance to customers as they approach the Airport.

We would even suggest placing a widget on the Airport's webpage that identifies both Lot A and Lot B capacity in real time. By using our BI tool, we have the ability to create customized dashboards for our clients. LAZ already uses these dashboards internally for revenue and staffing purposes, but we have found that through other integrations and the use of other data points at Airports such as enplanement and terminal concessions and rental car data the dashboards can be expanded and used to look at the entire Airport campus and vendors for Airport planning purposes. We have outlined each of our recommendations on the following pages and would love to discuss these further with you.

### **BI TOOL / DATA ANALYTICS**

Many operations today short-change their performance management activities due to the time wasted on manual tasks such as data collecting, validating, and correcting data rather than spending adequate time on more important tasks of analysis. These often rely on systems ranging from spreadsheets to

ERP solutions that are disconnected, outdated, static, insecure, completely dependent on IT, and lack the performance and data reliability that are essential for today's analytics.

LAZ Parking's Advanced Business Intelligence and Dynamic Reporting transforms all parking information and related data to establish a more dynamic, reliable performance management system. With over 17 years of Business Intelligence, Revenue Management and Pricing experience, LAZ Parking has established key metrics that enable us to measure progress towards key revenue and expense targets set by the Airport.

**Speed of Information**  
Linked to Multiple Sources  
Scalability  
One Source of Data  
Ease of use and access  
24/7 Access + Client Access Portal

**Dynamic Reporting on Multiple Platforms**  
Fully Flexible & Customisable  
Automated Data Flow  
Full Security and User tracking  
MS Office Integration

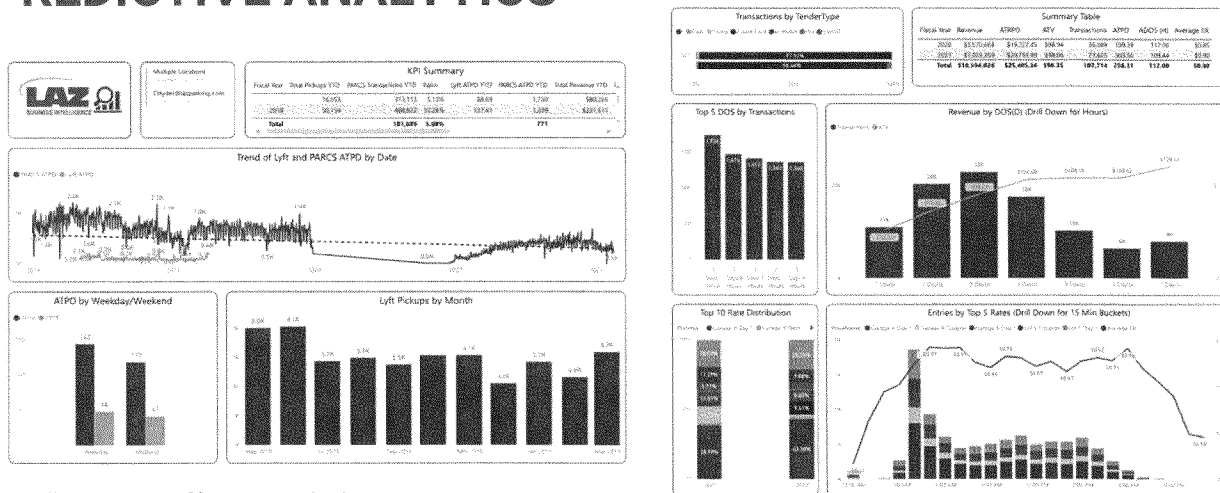
**Yield, Pricing & Occupancy Methodology base**  
Pricing Matrix and Levels  
Advanced Dash Boarding  
What-If and Scenario Modelling  
**PREDICTIVE ANALYSIS**  
Data Spreading - AA

**Market Database**  
End User Tool  
Competitor Screen  
Grab / Tracker  
On-Line Analytics feed from GA  
No Outsourced Component

Think Smart with BIG DATA

The core underlying software used has long been an industry leading platform and it is used by organizations large and small, from multinational corporations to smaller companies and public sector agencies. The software has been fully customized for the parking industry. Key highlights and strengths of our Business Intelligence & Analytics Tool are shown below:

## BUSINESS INTELLIGENCE WITH ADVANCED PREDICTIVE ANALYTICS



A Full-Service Offering Includes:

- State of the art Business Intelligence tools with Dynamic Reporting/Dash Boarding & Ad-hoc Analysis






- Advanced Analytics with industry leading Predictive/Forecasting Analytics
- First of its kind dynamic Revenue and Yield Management Optimization tool for all products Including Transient and Pre-Booking products
- Dedicated on-going product and price management support
- Dedicated account management including initial and on-going training and technical support
- This can be offered to the Airport and integrated with the Airport data systems to produce an extremely robust data analysis source. The cost of the service is \$1,000/month.

## CONVENIENT PAYMENT METHODS

We are excited at the opportunity to provide innovative, “smart parking” solution for Airports. Like the LAZGo reservations system discussed above, at no additional cost to the Airport, we can institute both a text to park and pay by QR code. We can also work with the Airport if it would like to offer pay by cell phone, pay by Bluetooth and acceptance of payments from Google and Apple pay.

We have found that the more options you can provide the customer not only increases satisfaction but also exit speed from the facility. Providing more options reflects a forward-looking model for the future of parking management which will enhance the guest experience, while enriching the overall quality of all supported public parking services and increasing your net revenue.

## FACILITY AUTOMATION

	<p>Customer-Friendly Mobile Payments</p>	<p>LAZ Parking offers scan-to-pay and mobile payments for parking. Our system is easy to use and allows customers to pay for parking without having to fumble for cash or coins. This is a convenient option for customers and can help to reduce traffic congestion at your airport.</p>
	<p>Parking &amp; Revenue Control Systems (PARCS)</p>	<p>With thousands of locations and different ownership groups, today we install or operate more than 50 varied brands of PARCs and often hundreds or thousands of each type of hardware unit. This uniquely positions us to recommend customized mixes of kiosks, gates and pay on foot machines as well as QR readers, License Plate Recognition (LPR), sensors and cameras. We have dedicated installation and service teams nationwide and we interact with all the top brands’ leaders, resellers, and installers daily.</p>
	<p>Integration with Other LAZ Systems</p>	<p>All the automation systems we recommend are integrated into the LAZ ecosystem, giving you powerful choices to connect your location to the world. Our eCommerce systems let your customers seamlessly access your location or talk to a LAZ Customer Care agent at the touch of a button. And every vehicle movement is logged and analyzed by LAZ Business Intelligence, so you will always have the power to know what is driving your business.</p>

At LAZ Parking, we pioneered parking automation decades before most other parking companies even existed. More than forty years since we began innovating, we continue to lead the industry in the development and adoption of new, more efficient access and compliance systems, including those described below.

## RESERVATIONS & TEXT TO PARK

LAZgo is LAZ Parking's industry-leading Parking Reservations System, designed and built on modern, mobile platforms for maximum power, flexibility, and ease of use.



No other parking operator has its own, wholly owned parking reservation system and this point is critical to our clients. Unlike other operators, which use third party systems, or platforms that they have a minority stake in, all decisions relating to LAZgo are made by LAZ Parking at the behest of our clients, whom we solely serve.

LAZ has a team of in-house and contract developers who constantly develop and update LAZgo to include new features, rate types, front end interfaces and reports. This makes LAZgo the most modern and up to date reservation system, with the most thorough product and inventory management.

## REVENUE CONTROL & AUDIT

In addition, LAZ Parking believes Revenue Control and Auditing are of the utmost importance to maintaining and growing revenue and revenue integrity. We have provided some of our proven processes for your review.

### STEP 1: CASHIER REPORTS

Cashier Reports are completed for every shift by the attendant on duty. The shift report captures the opening and closing ticket number, the start and finish times of the attendant's shift and operating change. The attendant denotes the number of tickets processed and the amount of cash on hand, minus any missing tickets or over-rings. The attendant also accounts for the "bank," which she/he received at the beginning of the shift. The Manager or Assistant Manager rechecks all the attendant's tickets and paperwork before the daily checkout form roll up is completed. Any shortage or overage is investigated by the manager.

### STEP 2: CASH DEPOSITS

The cash deposit process ensures a consistent method for handling all monies received. During the day, an attendant is responsible for "dropping" cash to prevent having more than \$500 cash on hand. The revenue is then collected from the drop safe, and the deposit is prepared by the Manager (and Asst. Manager). The deposit is then transported daily for deposit to the bank. To ensure that all revenues are reported and deposited accurately, the revenue control and separation of duties system must be fully integrated and must be completely interfaced.

### STEP 3: CASH MANAGEMENT, DEPOSITS AND DAILY RECONCILIATION

The handling of cash and the reconciliation of cash and credit card receipts and shift reports is of paramount importance. The managers will perform these functions. To minimize "exposed" cash, we will use a drop safe located in the office. The cash is collected and deposited into a main drop safe by



management until ready for transport to the bank. Receipts are reconciled and prepared for bank deposit by the management staff - typically during daytime business hours. Each day LAZ Parking will perform a detailed reconciliation with the bank to verify and properly account for all parking revenues. Reporting provided by PARCS equipment will be reviewed by the manager and reconciled to cashier's reported transactions.

## **SHIFT REPORT PROCEDURE**

Shift reports are filled out daily after each shift. Each report must be filled out completely and signed by the cashier. The report will then be verified and checked by the manager. The below forms and items are a part of this shift report. The credit card batch report must be attached to one of the office shifts reports daily All voided/zero ring/validated tickets must accompany the shift report Cashiers' tickets must accompany the shift report.

## **DEPOSIT RECONCILIATION**

To ensure that all the deposits were delivered, the following procedures must be enforced:

The manager will deliver funds to the bank. Verified deposit slips must be included with the daily paperwork and when required a copy delivered to the Airport. The Daily Bank Deposit Log must be reconciled to the revenue report and to the certified deposit slip by the manager daily.

## **RECONCILIATION REPORTS**

The cashier reports are given to the Manager who reviews and signs all voided tickets. The manager prepares a summary of all the cashier reports and uses this report in processing the daily deposit. The manager keeps one copy and forwards copies to the Regional Auditor for reconciliation. All cashier reports are forwarded to the Regional Auditor and are combined with the tickets and/or fee computer report.

## **CONTINUED TRANSACTION PROCESSING DURING A NETWORK, POWER OR DEVICE FAILURE**

LAZ Parking has processed millions of parking transactions like those that will be handled at VPS operations. With that volume of traffic, it is important that procedures are in place to address network, power, or device failures. For this contract, we will institute a multi-level approach to these types of failures.

With a device failure, we will close the lane or device and redirect customers to other functioning assets. Power and network failures have a much-heightened level of response. These types of failures usually involve the entire PARCS solution and can quickly become unmanageable. LAZ Parking takes a proactive approach to stay in-front of a system failure by "preparing for the worst." While each incident has its own unique nuances, the following procedures are common to most power and network failures. There are some specific criteria related to wait times and traffic volumes that allow customers to exit without being accessed a parking fee. We have successfully managed these incidents and have not triggered open exit protocols.

Once the power or network/ system failure has been restored and operations return to normal the management staff will end the emergency protocols, notify Airport operations that systems have been restored, stop the incident clock and document, and prepare an action report.

LAZ Parking conducts and participates in both independent and airport wide training scenarios and continuously strives to improve the level of employee training and caliber of customer service. We are

also exploring adding secondary cellular credit card processing capabilities and have tied mission critical assets into a back-up generator.

## **MONTHLY RECONCILIATIONS**

Activity generated by the location's revenue control equipment is reconciled and recorded by attendants located in the field using the WebDCR (Daily Cash Receipts) application. A LAZ Home Office accountant has access to the bank account and is responsible for reconciling the source activity to the bank account and ensuring that deposits recorded by the field are received and accurately recorded in the system applications and underlying financial statements. Exceptions are researched with the field and reconciled accordingly.

As part of the monthly accounting and reporting, managed bank accounts are reconciled by the accountant using the T-Recs application prior to the activity being posted to the G/L. A complete compilation of monthly activity is summarized in a comprehensive financial report package, which includes relevant schedules, reports and supporting documentation. T-Recs is an automated bank reconciliation software that auto-matches internally generated transactions created in the various LAZ systems and applications to the respective bank account and related activity and transactions, which are downloaded in a formatted BAI file. The reconciliation process is performed for individual locations that have a dedicated bank account established for all sources of revenues/deposits and expenses/disbursements. Bank reconciliations are performed monthly as part of the monthly accounting and reporting for locations under management contracts.

## **VARIANCE ANALYSIS**

LAZ Parking conducts variance analysis weekly and monthly for revenue and expenses. Variance analysis is a group process including the Facility Manager, the Regional General Manager, and the Regional Controller.

## **RECORDKEEPING**

LAZ Parking has developed a comprehensive Records Management and Retention program administered through our Operational Integrity and Audit Department in concert with our Regional Offices. Included within this program is a designated Records Administrator that is assigned to the Florida Region. The program is designed to address records management and retrieval policies corporately and specific to individual contract requirements.

As many of our airport and government clients have more stringent record retention policies, our program is tailored to meet the individual contract requirements and are detailed as part of our Standard Operating Procedures, or "SOPs." As part of our transition efforts, the Records Management Plan will be submitted for approval to VPS after the award of the contract, anticipated to be at the Post Award Meeting.

Our Records Management Plan for VPS will address the individual storage requirements for each type of record including the required length of retention, the physical location of the storage facility, digital storage requirements as permitted, and the specific retrieval process including request procedures and authorization to access records. The plan will also identify all employees responsible for administering records. The number of employees involved in the record control and retention process will be minimized to as few as possible to ensure security.

## **INTERNAL CONTROLS**

Our longstanding internal policies and audit team provide a systematic, disciplined approach to improve the effectiveness of risk management and financial control. At LAZ Parking, we take our duty to protect client revenues seriously. Our audit department reviews and investigates financial data, systems,



policies, procedures, and internal controls to ensure that record keeping is accurate, and controls are always in place.

## DEDICATED AUDIT TEAM

Our commitment to the protection of our client’s revenues begins with our audit team. Our team has over twenty members, with regional auditors residing in each region across the country supported by specialists in our corporate headquarters in Hartford, Connecticut. We dedicate 2.7 million dollars per year to support our audit program. An impressive figure, but it is not just about how much money we spend, it is about the team, the use of technology and our effectiveness in continually improving the quality of our operations.

The information gathered in our audits is not only used to fix specific deficiencies in the location being audited. We use that information to steer personnel decisions, develop training modules and manage resources. Our audit department works closely with our training, human resources, and IT departments. It is all about collaboration with an eye towards improving our operations.

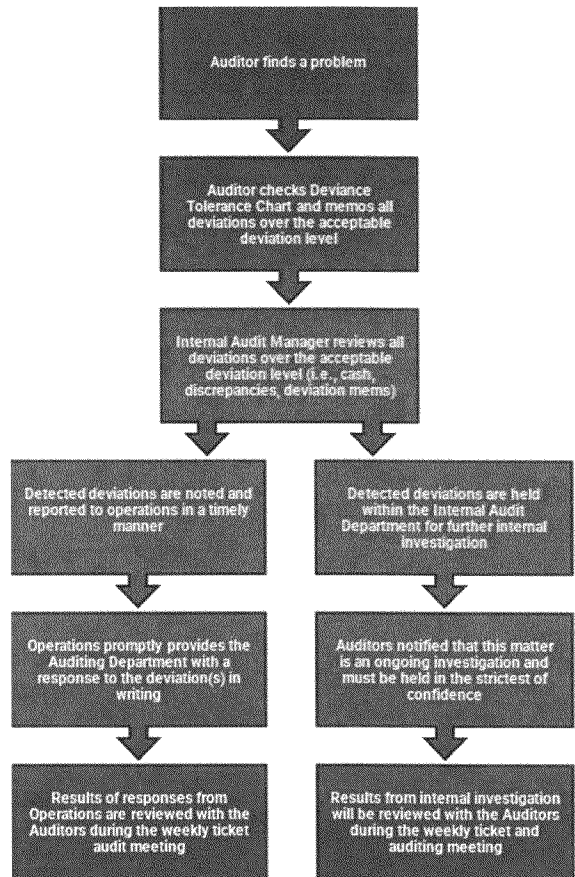
## AUDIT AND REPORTING

LAZ Parking has several types of audits it performs on a regular basis. These include:

- Routine Audits
- Petty Cash Audit (If applicable)
- Unannounced Audits and Spot Audits
- Internal Audits
- Secret Shopper
- Customer Surveys

Stringent revenue control is critical for LAZ because we manage millions of dollars of clients’ revenue and must ensure revenue integrity. LAZ prides itself on ensuring we implement streamlined separation of duties, cash handling procedures, and audit procedures. Because the function of auditing is so important, we have a Corporate Operational Audit Department. One of the many roles of the Operational Audit Department is to conduct both scheduled and unannounced audits. Significant findings are reported to the client, and corrective actions are taken immediately. Operational audit is a crucial function to add value and improve an organization’s operations.

It assists a company in providing a systematic, disciplined approach to improve the effectiveness of risk management and financial control. The audit department reviews and investigates financial data, systems, policies, procedures, and internal controls to ensure that record keeping is accurate, and controls are in place.



## THE REGIONAL AUDITOR

Regional Auditor is a LAZ Parking financial specialist who performs on site location audits on all financial data. The auditor will examine all financial accounts for accuracy and accounting and legal compliance. The LAZ regional auditor will verify on-site cash, credit card, exception tickets and cashier shift reports (DCRs). The regional auditor is responsible for following all daily deposits through to the location bank account and completing the monthly bank reconciliation. In addition to revenue verification, the regional auditor will ensure that all LAZ, legal, HR, and employee policies are followed regularly. The LAZ regional auditor will visit each LAZ Airport operation at least twice a year. Each locations facility Manger will receive a detailed report identifying any policies or procedures which need to be adjusted to ensure 100% compliance with all accounting and operations policies. Each audit is tracked using our audit tracking software so that the location facility manager can respond to any identified deficiencies and confirm when needed adjustments are completed.

## OPERATION POLICY & PROCEDURES MANUAL

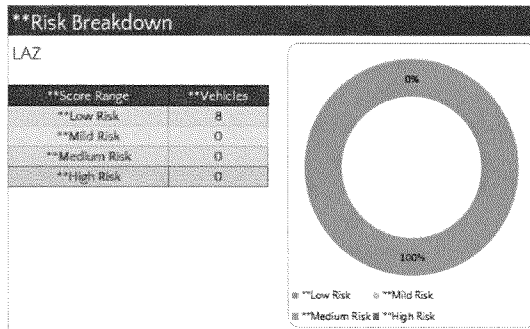
We have included as **Attachment 1** a sample table of contents for one of our standard operating procedures manuals (SOPs). Some of the information provided in the attached document includes hiring and training, financial controls, auditing, reporting, and recordkeeping. A customized SOP manual will be created for the Destin-Fort Walton Beach Airport (VPS) operation once contract terms and obligations are determined.

## SHUTTLE OPERATIONS

On the next several pages we will discuss our approach to improving the shuttle operations. In our experience a fixed route for the shuttles provides a better customer experience and is operationally efficient. It reduces idle time on the shuttles which greatly improves the life expectancy of the vehicles. With the addition of the new shuttles that would be brought in we believe that our technology partners would provide the additional benefits to the shuttle service:

- Reduce Fuel Consumption
- Provide real time GPS for customers
- Provide alerts to management on service schedules and alerts
- Provide individual driver safety report cards and a summary of incidents by Airport

## SHUTTLE DRIVER SCORECARDS



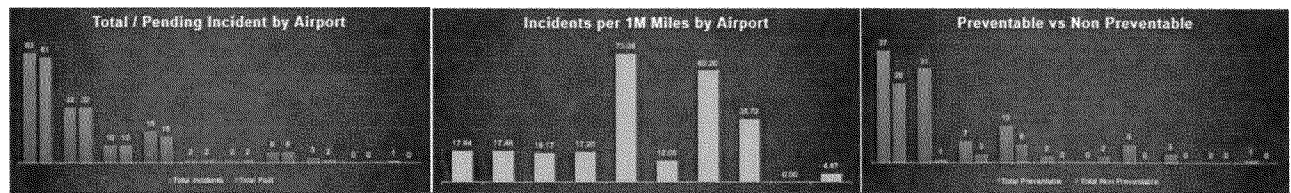
The two charts below show the driver scorecard from one of our operations over a week period. We evaluate each driver from the information provided through our telematics and then provide the required feedback to each driver based on their score. At LAZ we believe that reviewing the driver's performance on a weekly basis provides the best outcome by constantly being in communication with the drivers.

**Driver Safety Scorecard											
LAZ											
**Date Range:		Average Fleet Score:		**Classification:							
**From	Aug 21, 2023	99.3		**Low Risk 95							
**To	Aug 27, 2023	[Gauge]		**Mid Risk 75							
**Days	6			**Medium Risk 60							
				**High Risk 0							
**Total Distance	923										
**Total Occurrences	2										
				Hard Acceleration 100% Harsh Braking 100% Harsh Cornering 100% Mobile Usage 100% Seat belt 100% Speeding 20% Excessive Speeding 30%							
Driver	Tag	Distance	**Total Score	**Score Classification	Hard Acceleration	Harsh Braking	Harsh Cornering	Seat belt	Speeding	Excessive Speeding	Mobile Usage
Lisa	PNS	232.20	100.0	"Low Risk"	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Ken	PNS	184.60	100.0	"Low Risk"	100.0	100.0	100.0	100.0	100.0	100.0	100.0
John	PNS	124.50	100.0	"Low Risk"	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Terr	PNS	53.00	100.0	"Low Risk"	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Amanda	PNS	42.20	100.0	"Low Risk"	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Ashley	PNS	83.30	96.4	"Low Risk"	100.0	100.0	100.0	100.0	62.0	100.0	100.0
Michael	PNS	192.80	97.7	"Low Risk"	100.0	100.0	100.0	98.7	100.0	100.0	98.7

## ACCIDENT TRACKING – MILLION MILES REPORT

Inevitably an accident will occur, it is the nature of any shuttle operation at LAZ we track the incidents at each location. We have found that using the technology and the driver scorecards we have seen a reduction in accidents, reducing the overall expense in our transportation operations. The next couple of charts show some of our airports and how we track when an incident occurs, we use transportation industry standards for accident per 1 million miles and then compare each Airport against other Airport shuttle operations. Below is a snapshot of some of the Airport's LAZ operates.

Summary											
<b>Total Incidents</b>	63	32	10	18	2	2	6	3	0	1	
<b>Total Paid</b>	61	32	10	15	2	2	6	2	0	0	
<b>Total Pending Pay / No Cl</b>	2	0	0	3	0	0	0	1	0	1	
<b>Total Preventable</b>	37	31	7	12	2	0	6	3	0	1	
<b>Total Non Preventable</b>	26	1	3	6	0	2	0	0	0	0	
<b>Total Cost</b>	\$38,084.53	\$14,633.33	\$18,724.69	\$63,875.54	\$0.00	\$0.00	\$3,436.80	\$2,958.53	\$0.00	\$0.00	
<b>Avg Cost per Incident</b>	\$624.34	\$457.29	\$1,872.49	\$4,658.37	\$0.00	\$0.00	\$572.80	\$1,479.30			
<b>Miles Driven</b>	3,531,546	1,830,185	618,404	1,046,743	27,373	166,000	94,942	83,998	65,065	223,667	
<b>Incidents per 1M Miles</b>	17.84	17.48	16.17	17.20	73.06	12.05	63.20	35.72	0.00	4.47	



## GPS – MONITORING EFFICIENCY, LOWERING COSTS, CREATING A POSITIVE CUSTOMER EXPERIENCE:

LAZ proposes to use a state-of-the-art GPS tracking system to monitor shuttle location, passenger load, and minute-by-minute demand to determine the proper number of shuttles required. In addition to this ongoing evaluation, airline enplanement data will be used to project the scheduling needs for each week, day, and hour, so that staffing – and ultimately costs – can be monitored for efficiency. This program for shuttle GPS tracking not only allows for real time monitoring and dispatching, but it also adds to the passenger's customer experience. The system has functionality that allows passengers to see the exact location of the next shuttle. With the Airport's permission, LAZ will encourage the use of this functionality for passengers, allowing the public an added convenience during the travel experience.



LAZ has historically utilized GPS and safety-based programs to manage our shuttle operations throughout our system. However, we redefined our approach, and implemented a strategy that incorporates an advanced telematics/ camera system focused on operational performance alignment and transparency for clients and customers real time service requirements.

We partnered with a best-in-class telematics company, **Samsara**, who is known world-wide for providing an advanced all in one telematics solution that goes beyond basic GPS tracking.



**samsara**

## Advanced Telematics in One



**COMPLIANCE**  
Simplify regulatory compliance and avoid violations

- Electronic Driver Qualification Files
- Electronic Inspection Reports
- Hours of Service



**TELEMATICS**  
Manage our fleet in real-time, from one dashboard

- Real-Time GPS
- Routing & Dispatch
- Customer Facing Vehicle Tracking



**EFFICIENCY**  
Reduce costs and boost productivity

- Registration Tracking
- Efficiency Reports
- Live Link Sharing
- Messaging



**MAINTENANCE**  
Maximize uptime and minimize maintenance costs

- Preventative Maintenance
- Engine Diagnostics



**WORKFLOWS** Automate key workflows across our operations

- Shift Workflows
- Digital Records
- Intuitive Driver App



**REPORTING**  
Turn real-time data into actionable insights and reports

- Pre-Built Reports
- Custom Reports
- Benchmarking



**DATA & INTEGRATIONS**  
Connect data across key apps and systems

- Developer Overview
- App Marketplace
- Open API



**SUSTAINABILITY** Improve sustainability and reduce environmental impact

- Fuel Management
- Electric Vehicles
- EV Suitability



**SAFETY**  
Protect our team with coaching and AI-enabled cameras

- AI Dash Cams
- Driver Coaching
- Safety Reports



**EQUIPMENT MONITORING**  
Track and manage equipment, trailers, and other assets

- Trailer Tracking
- ATV Tracking
- Other LAZ Asset Tracking



**SITE VISIBILITY**  
Manage facilities and remote sites with video security

- Remote Visibility
- Incident Investigation
- Automated Alerts



**SECURITY**  
Identify and act on important security risks

- AI Security Cameras
- Geofence Alerts
- Driver Panic Button

LAZ has implemented our system in the shuttle fleet and results are reflecting increased efficiencies and fleet utilization for shuttle operations. An added benefit was directly realized in our labor work by attracting and retaining staff members by:

- The use of cutting technology has kept the work force safer
- The tools provided the simplification of daily work task
- The ease of use kept the work force engaged which led to more productivity

**PASSENGER COUNT ANALYSIS:** The first step in creating a route structure that will deliver results for the shuttle service is completing an initial and then continual passenger count analysis. This is the foundation of identifying passenger trends throughout the service day, week, month, and year. This information allows us to identify the time of day that the specific terminals are experiencing heavy loads of passengers from the parking lots as well as the numbers of returning or arriving passengers. We use this method in our daily analysis to make sure enough buses are operating throughout the 24-hour day. The second step of the analysis is to continually monitor the ever-changing passenger trends that are inherent with airport operations. Several factors can impact the passenger demands including addition of flights, flight changes, weather, delays as well as peak season at VPS. The application of technologies that track traffic and passenger patterns play a crucial role in better understanding the

passenger trends and patterns over the long-term. This will enable better decisions for the allocation of resources for the shuttle operations. With a continual analysis, LAZ and Airport management will have a complete understanding of normal increases or decreases in passenger load, versus seasonal or exceptional operations.

# FLEET & EQUIPMENT REFRESH PLAN

## FLEET MANAGEMENT

LAZ has developed several processes to maximize fleet life expectancy and utilization by using service data and technology. These processes are focused on the rotation of the fleet for either maintenance compliance or increasing the life of the bus asset.

Our telematics program has the capability of monitoring milage and routes efficiencies. LAZ management will review daily reports and develop an operations plan for the fleet.

### MAINTENANCE – PM COMPLIANCE GUIDELINE

#### Daily

- Manager will discuss with staff the available buses for the following day
- Dispatcher and Shift supervisor will assign available buses to routes
- Managers will review, prioritize, and schedule maintenance department repairs.

#### Weekly

- Shop Manager will provide a weekly schedule for the buses needed for PM compliance
- Shift Supervisor will run weekly PM compliance report and discuss with contract team

#### Monthly

- The manager will run monthly PM compliance reports from telematics system and review KPI with senior management and client.

## BUS UTILIZATION AND LIFE EXPECTANCY GUIDELINE

A location bus rotation plan will be developed based on route mileage and company guidelines for bus utilization. The plan will address rotating high milage vehicles out of service and replace them with vehicles with lower mileage to reduce wear and tear of fleet.

#### Daily

- The Manager will review bus and DVIR mileage and routes and develop a plan to rotate vehicles in the service plan based on mileage.
- Manager will discuss with staff the available buses for the following day
- Dispatcher and Shift supervisor will assign available buses to routes and review mileage after route

#### Weekly

- Shop Manager will provide a weekly schedule for the buses needed for PM compliance

#### Monthly

- The manager will run monthly mileage reports from telematics system and review KPI with senior management and client.



## VII. PAST PERFORMANCE/REFERENCES

### AIRPROT REFERENCES

**MANCHESTER-BOSTON REGIONAL AIRPORT (Manchester, NH)**


LAZ Parking was awarded the contracts to manage self-park, valet, and shuttle operations at MHT. LAZ Parking designed, purchased, and installed (at our expense) new PARCs system, garage space directional system and a customized ground transportation collection solution for the Airport. As the parking manager, LAZ is responsible for instituting additional payment methods, customer loyalty program and reservation system. All these improvements increased revenue almost 20% in the first year of operations.



<b>Contact:</b> Ted Kitchens	<a href="mailto:TKitchens@flymanchester.com">TKitchens@flymanchester.com</a>	603.624.6539
<b>Address:</b> One Airport Road, Suite 300	<b>City, State:</b> Manchester, NH 03103	
<b>Date:</b> July 2022	<b>Spaces:</b> 6,453	
<b>Revenue:</b> \$11,000,000	<b>Employees:</b> 25	
<b>Equipment:</b> FLASH	<b>Services:</b> Parking Management	

**PENSACOLA INTERNATIONAL AIRPORT (PENSACOLA, FL)**

In December 2022, LAZ Parking was awarded the contract to manage parking, bus transportation, and commercial drive operations for Pensacola International Airport. In addition to managing and overseeing the transition and 24/7 operations, LAZ brought in fresh ideas for operational efficiencies and potential increases to the Airport's parking revenue.



<b>Contact:</b> Michael Laven	<a href="mailto:MLaven@cityofpensacola.com">MLaven@cityofpensacola.com</a>	850.436.5000
<b>Address:</b> 2430 Airport Blvd.	<b>City, State:</b> Pensacola, FL 32504	
<b>Date:</b> February 23 – February 28	<b>Spaces:</b> 3,743 (1-Garage & 4-Surface)	
<b>Revenue:</b> \$8,500,000/\$7,200,000	<b>Employees:</b> 25	
<b>Equipment:</b> HUB Parking	<b>Services:</b> Parking, Shuttle & Commercial Drive	



### ASHEVILLE REGIONAL AIRPORT (Asheville, NC)

In 2017, LAZ Parking was awarded the contract to manage parking operations at Asheville Regional Airport. We also managed temporary shuttle operations during garage construction. We transitioned this operation on Nov 1, 2017. LAZ is responsible for managing and overseeing the transition, 24/7 operations, 20 employees, and maintenance operations.



<b>Contact: John Coon</b>		<a href="mailto:jcoon@flyavl.com">jcoon@flyavl.com</a>		828.209.5102	
<b>Address:</b>	61 Terminal Dr #1	<b>City, State:</b>	Fletcher, NC 28732		
<b>Date:</b>	November 2017	<b>Spaces:</b>	2,234		
<b>Revenue:</b>	\$10,000,000	<b>Employees:</b>	20		
<b>Equipment:</b>	TIBA	<b>Services:</b>	Parking & Transportation Management		

### KALAMAZOO/BATTLE CREEK INTERNATIONAL AIRPORT (Portage, MI)

Last year, LAZ Parking was awarded the contract to manage parking at Kalamazoo/Battle Creek International Airport. We replaced a 40-year incumbent operator (SP+) giving the operation a fresh set of eyes and new perspective. This has resulted in relevant revenue increases and expense reductions in the first few months. We are on pace to net the Airport more than additional \$200,000 in the first year of operation.



<b>Contact: Craig Williams</b>		<a href="mailto:cawill@kalcounty.com">cawill@kalcounty.com</a>		269.388.3668	
<b>Address:</b>	5235 Portage Road	<b>City, State:</b>	Portage, MI 49002		
<b>Date:</b>	October 2022	<b>Spaces:</b>	1,194		
<b>Revenue:</b>	\$1,200,000	<b>Employees:</b>	5		
<b>Equipment:</b>	HUB	<b>Services:</b>	Parking Management		

### TULSA INTERNATIONAL AIRPORT (Tulsa, OK)

Our operations for Tulsa International Airport transitioned July 1, 2019. We were awarded the contract to operate the parking, valet, and shuttles operations consisting of a three (3) level covered long term parking facility, a surface shuttle lot with shuttle operations, taxi queuing system, reserved parking spaces, valet parking and employee parking surface lots. LAZ is also responsible for the operation of shuttle buses and as curbside concierge to manage traffic and assist travelers.



<b>Contact: Alexis Higgins</b>		<a href="mailto:AlexisHiggins@tulsaairports.com">AlexisHiggins@tulsaairports.com</a>		918.838.5000	
<b>Address:</b>	7777 E. Apache Street	<b>City, State:</b>	Tulsa, OK 74115		
<b>Date:</b>	July 2019	<b>Spaces:</b>	4,624		
<b>Revenue:</b>	\$12,000,000	<b>Employees:</b>	60		
<b>Equipment:</b>	TIBA	<b>Services:</b>	Parking, Valet & Shuttle		



One Airport Road  
Suite 300  
Manchester, NH  
03103-7450

Tel: 603-624-6539  
Fax: 603-666-4101

[www.flymanchester.com](http://www.flymanchester.com)

Theodore S. Kitchens, A.A.E.  
Director of Aviation

March 20, 2023

Dear Members of the Selection Committee:

In summer 2021, the Manchester-Boston Regional Airport ("MBT" or the "Airport") issued an RFP for parking, shuttle, valet and ground transportation management services. This RFP was issued as Airport management wanted to make significant improvements in parking management through the introduction of new creative ideas and technology investment into the operation. Our goal was to improve the overall customer experience and infuse more technology and best practices into the operation.

Through a competitive RFP process LAZ Parking came out as the clear leader. We specifically asked in the RFP that the management firm should be both an *advisor* and an *implementer* to the Airport. LAZ presented an excellent understanding of our goals and provided a clear pathway to accomplishing those goals. Their team provided the most comprehensive proposal response, and their presentation reinforced our initial opinion that they were the best choice to be our operator.

In selecting LAZ, we replaced a firm that had been managing our parking for 20+ years. During the transition process the LAZ team was in regular contact with Airport staff. The LAZ team professionally laid out a plan that included total replacement of our PARCS system, installation of a parking space guidance system, and a new ground transportation management system all over the July 4<sup>th</sup> holiday weekend. Their pre-planning and execution made the transition very smooth from an airport staff and customer perspective. Throughout the implementation process, which, regardless of the amount of pre-planning always has its challenges; the LAZ team showed flexibility and willingness to work with the Airport team to achieve the common goal of a smooth and successful opening.

Since the transition, the Airport has seen an increase in revenue and financial return, and we routinely receive positive customer feedback on the technology. In LAZ, we have a partner that has improved our entire landside operations especially in the areas of customer service, technology, efficiency, investment, responsiveness, and communication. We additionally have streamlined employee roles and responsibilities freeing up my team members to focus on managing the operation versus wasteful spending of valuable hours managing the old system.

It is without debate that LAZ has met and exceeded our expectations as an organization. Please feel free to contact me if you have any questions or I can provide any additional information that may be of service to the selection committee.

Warm Regards,

A handwritten signature in black ink, appearing to read 'Theodore S. Kitchens'.

Theodore S. Kitchens, A.A.E.  
Director of Aviation





2430 Airport Blvd., Suite 225  
Pensacola, Florida 32504  
(P) 850.436.5000 • (F) 850.436.5006  
FlyPensacola.com

March 14, 2023

RE: Letter of Reference – LAZ Florida Parking, LLC

To Whom This May Concern:

LAZ Florida Parking, LLC has held the Public Parking Facility Management Services contract for the City of Pensacola at the Pensacola International Airport since February 1, 2023. The award was in response to a nationwide Request for Proposals.

A selection committee of three subject matter experts selected LAZ due, in part, to their dedicated Airport division, transition plan and years in the business. LAZ also provided a business plan and operating budget that not only addressed the requirements of the RFP but also was the most economical for PNS.

LAZ implemented their transition plan soon after contract execution. The team provided and initiated a transition that made for a seamless changeover from the prior parking management contractor. Their attention to detail, responsiveness and commitment show that they are focused on the success of the Airport.

We are currently working with LAZ on improvements to the parking experience by implementing new technology, upgrading existing technology and focusing on customer service. The quality of service provided by management has never disappointed. The continuous training provided by management has given LAZ employees the tools to provide the first class service we expect.

I would enthusiastically recommend LAZ Parking and would be happy to provide any additional information you may need.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Michael B. Laven".

Michael B. Laven  
Airport Administration & Contracts Manager





---

March 23, 2023

To Whom It May Concern:

I am pleased to provide this letter of recommendation for LAZ Parking. LAZ Parking was awarded a contract to manage the parking and shuttle operations at the Asheville Regional Airport (AVL) in September of 2017. LAZ Parking assumed responsibility on November 1, 2017, managing revenues of approximately \$4 million per year with 15 employees. LAZ ensured the transition from the outgoing contract holder was seamless. Due to LAZ Parking commitment to work with the Asheville Regional Airport, the Greater Asheville Regional Airport Authority recently extended the LAZ Parking contract for another 5 years.

LAZ supported the airport in opening a new self-park garage which included the installation of a new TIBA revenue control system. During the construction of the garage, LAZ was instrumental in providing shuttle services for both the traveling public and employees of the various companies operating at the airport.

The LAZ team is consistently delivering what is required to ensure quality service in both the parking management and the shuttle operation. I strongly recommend LAZ for its commitment, professionalism, and proactive approach to all our services.

Regards,

John Coon, A.A.E.  
Vice President - Operations and Maintenance  
Greater Asheville Regional Airport Authority  
61 Terminal Drive, Suite 1  
Asheville, North Carolina 28732  
E-mail: [jcoon@flyavl.com](mailto:jcoon@flyavl.com)  
Office: 828-209-5102



**KALAMAZOO|BATTLE CREEK  
INTERNATIONAL AIRPORT**

17 March 2023

Chris Howley  
Vice President  
LAZ Parking  
One Financial Plaza, 14<sup>th</sup> Floor  
Hartford, CT 06013

Dear Mr. Howley:

It is my pleasure as the Airport Director for the Kalamazoo/Battle Creek International Airport to recommend LAZ Airport Services to other airports researching parking management arrangements. When we released our RFQ last year we knew we wanted to work with a company that was forward thinking and responsive to our goals. We were pleasantly surprised by the solutions LAZ Airport Services offered to support our goal of having "modern facilities that meet the current and emerging needs of our customers."

If asked, I would express to other airports that the transition from our prior parking management provider was smooth and the company worked with both the Airport and our County Finance Department to make sure that the financial needs of the transition were met. Furthermore, the company continues to work with us to provide the services we envisioned as we entered the RFQ process.

Importantly, all of this has happened without disrupting the customer. In the six months of operation, we've received no comments or questions about the switch. This stems from the excellent communication that came from the team from day one and LAZ' commitment to making the transition seamless.

Please feel free to share this recommendation with anyone that is looking for one and feel free to share my contact information with them as well.

Sincerely,



Craig Williams, AAE  
Airport Director  
Kalamazoo/Battle Creek International Airport



March 20, 2023

To Whom It May Concern:

LAZ Parking was awarded the contract to manage the self-park, shuttle, and valet parking operations at Tulsa International Airport (TUL) in June 2019. LAZ assumed responsibility on July 1, 2019, managing revenues of approximately \$9.5 million per year with 60 employees. LAZ ensured the transition was seamless.

Since the inauguration of the contract, LAZ has provided TUL customers and employees with excellent, responsive service. Their team has contributed to many airport parking programs, all while improving customer service and overseeing facility improvements.

The LAZ team is consistently delivering what is required to ensure quality service in the self-parking, shuttle, and valet operations. Their team effectively addresses operational challenges presented by winter weather and always remains committed to providing personal service to customers facing unplanned vehicle challenges. I strongly recommend LAZ for their commitment, professionalism, and proactive approach to all services they provide to our customers.

Please feel free to contact me if you would like further information about their operation at TUL.

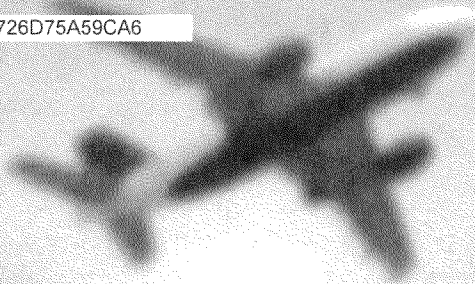
Sincerely,

A handwritten signature in black ink that reads "Alexis Higgins".

Alexis Higgins, A.A.E.  
Chief Executive Officer  
Tulsa International Airport

7777 Airport Drive, Suite A211  
Tulsa, OK 74115  
P: 918.838.5000 F: 918.838.5199  
flytulsa.com





# VIII. TRAFFIC CONTROL SIGNS & EV CHARGING STATIONS

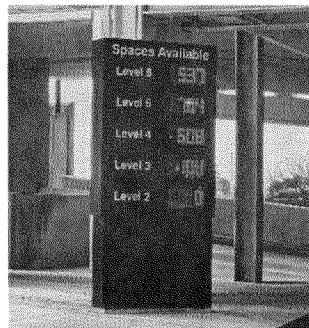
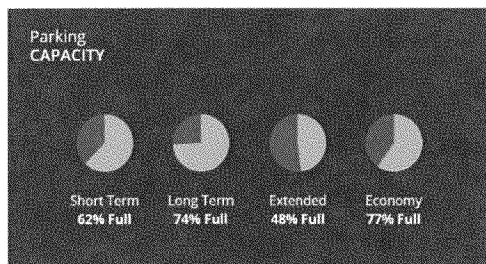
## TRAFFIC CONTROL

Based on the current operation and the success of the traffic controller based at the junction point between A & B Lot, we will continue to staff this based on the current hours. We would recommend signage that clearly shows the recommended parking lot for each specific airline. Our traffic controllers will help direct traffic and keep the flow of traffic moving. They will also provide excellent customer service, assisting customers with using pay stations and credit card payments and handling customer inquiries related to parking.

## TRAFFIC CONTROL/MANAGEMENT - EXPERIENCE

We provide traffic management and control services at many airports throughout the United States.

For example, up until three years ago, the operation at Aspen/Pitkin County Airport allowed parking on the front drive which was accompanied by minimal costs for its short-term parking lot causing congestion and creating daily capacity issues in the lot. LAZ assisted the airport with a plan to remove the parking spaces directly outside of the terminal to be replaced by drive-thru lanes and a rate change in the short-term parking lot. The new configurations remain, allowing for better traffic flow and more space in the short-term parking lot. This revised traffic pattern ultimately increased parking revenue in the process as well.



Parking Lot	Days Hour	% Full	Status
Parking Garage A	6:18 Day	88 %	Full
Parking Garage B	6:18 Day	89 %	Full
Structure 1	6:18 Day	-	Open
Structure 2	6:18 Day	100 %	Full
Structure 3	6:18 Day	-	Open
Yard	6:26 Day	-	Open



## EV INDUSTRY INSIGHT

Presently, EV Charging technology is the best it has ever been, while infrastructure installation does continue to lag. Through our many years in this space, LAZ Parking has forged numerous relationships with the EV Charging industry. It is through these relationships that we are able to ensure that your installation is the best technology the industry has to offer. LAZ has installed and managed over 1,000 stations around the United States and has the experience to exceed the expectations at VPS.

- Most automakers (VW, Mercedes Benz, GM, Volvo) have announced electric only production by 2030 so growth in charging will be rapid-- more and more customers will need charging. Demand for charging will continue to grow.
- By 2030 at least 30% of the North American Vehicle fleet will be EV
- Enabling vehicle charging creates incremental revenue per space and LAZ will facilitate parking and charging bundles for subscription and repeat parkers, creating a VIP program for users.
- We are creating the connected environment, improving customer journey, and changing customer habits today--solving for "range anxiety"

One advantage to hiring LAZ is we are one of the only operators that will oversee and manage the installation process and continue to **manage the EV's daily on your behalf**. Our Business Intelligence platform receives daily updates from each individual EV station which customized reports can be generated and viewed by our clients. All maintenance issues will be handled by LAZ as well to make this a successful amenity offered to all parkers utilizing them. We will present the next generation of technological advancement while incentives are offered. Be the change you wish to see in the world and join LAZ Parking in a practical enhancement with a growing revenue stream that helps the planet.

## OUR SOLUTION: HOW IT WORKS

The importance of traffic management and wayfinding signs when approaching any airport and on the front drive is imperative for guests, employees, and businesses. To best fit the needs of your travelers, LAZ Parking will ensure proper flow of traffic to minimize staff and help ease congestion. In addition, our ground transportation and TNC operations should assist with vehicle flow, creating less confusion for those receiving and providing ground transportation.

LAZ Parking will work diligently with VPS to observe peak travel times throughout the year to properly staff the parking and ground transportation operation. Constant adjustments will be made over time to find the proper balance regarding signage, lane usage and lot access points. We will also analyze lot rates and fees to determine their direct impact on throughfare congestion.

Public buy-in is imperative with such changes at VPS and we will continue to listen to airport stakeholders and the public to ensure all parties' needs are being met. Throughout the process, we want your patrons and businesses to see us as a part of the community, and ultimately as a partner to enhance their travel experience.



# EV STATION

As it currently stands, our desired approach to EV Charging Station installation is only done with a minimal impact upon the existing parking facilities. The impact on standard vehicles is minimal, while not impacting the total capacity in the slightest. But the impact that it will have on the growing infrastructure shift towards EVs is a positive change for the future.

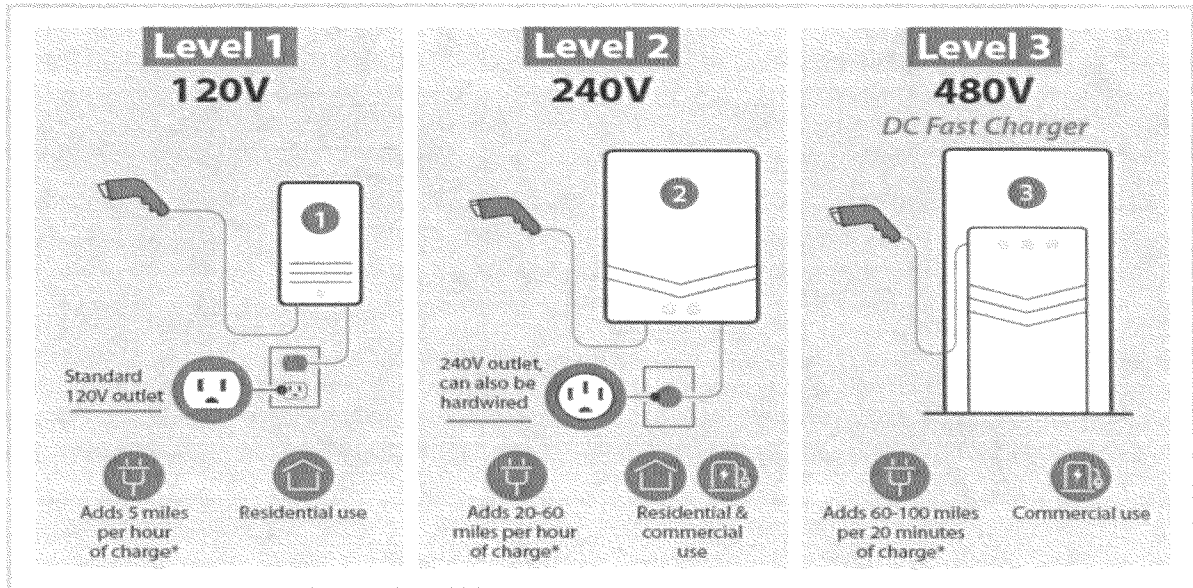
This installation will cement our chosen vendor as a resource for the countless new EV drivers searching to find charging stations as they develop a new routine with their newly purchased EVs.



## LAZ EV PARTNERSHIPS

- **TESLA** – currently have 500k in Subsidy used to establish charging at sites within LAZ
- **FLASH** – continues to grow across the nation
- **ZI Solutions** in California—5 million in grants
- **Gladstein** and **SrecTrade** engagements will assist in EC Credits and grants

## EV LEVEL CHARGERS



### LEVEL 2 CHARGERS

- Level 2 is the most common type of charger in parking locations and homes
- Ideal for longer stay customers, fleets, Uber, commercial, autonomous.
- Installation simpler and cheaper like adding a power for an oven or a dryer
- Charge a car in 4 - 8 hours with 240V domestic or commercial AC power

- Suits LAZ subscribers and one-time parkers

### LEVEL 3 CHARGERS

- Level 3 chargers, AKA DC Fast Chargers, also Tesla Super Chargers
- For short stay customers on a trip, or who have no charger at home or work
- Installation expensive and complex like adding power for a neighborhood
- Can charge a car in 30-60 minutes using high power Direct Current (DC)
- If not by a highway or Home Depot, space turnover must be actively managed

## **ACKNOWLEDGEMENT**

LAZ understands and agrees to meet the terms presented in this RFP which states the installation of five (5) electric car charging stations in A-Lot and five (5) electric charging stations in B-Lot within the first twelve (12) months of the contract award. One point for clarification, LAZ will work with the Airport and our partners to meet all requirements and deadlines, but these installations can be impacted by hardware availability and electrical grid capacity limitations. You have our commitment to work diligently to not only meet the initial installation requirements but also help set up the infrastructure for future EV needs.



## IX. LAZ ADVANTAGES

We believe that LAZ brings many advantages over other parking companies and that the information on the previous pages clearly outlines those advantages. Below is a recap of those advantages:

- Customized Loyalty Programs – Thanks Again
- Business Intelligence with Predictive Analytics
- Shuttle Technology
- Willingness to invest LAZ Capital into the Operation
- Dedicated, Experienced Airport Division (with over 100 years combined experience)
- Significant Regional Support
- LAZ Culture

We feel our culture sets LAZ apart from all other parking companies. LAZ is a people first company that believes in creating opportunity for our employees and value for our clients. We believe that our employees are our best resource, we devote tens of thousands of dollars every year into our educational systems and continuing education of our staff. We believe that this provides a better work environment and in turn allows us to provide better service to our Airport clients and our mutual customers.

## CUSTOMER LOYALTY PROGRAM - THANKS AGAIN/GLIDEPATHCX

LAZ Parking has designed and instituted custom, White-label customer Loyalty plans for nearly all our Airports. For VPS we are proposing a points reward program that allows enrollees to earn miles/points for all major airlines, hotel chains, gift cards, etc. This program can be introduced to the entire Airport and travelers can earn points while they park, shop, and dine through the new VPS Rewards Program. While also providing the Airport exceptional analytics to further drive revenues.

Thanks Again are strategic partners with Allegiant Airlines. Please see press release below.



Thanks Again is a loyalty program which provides the opportunity to earn points that can be redeemed for not only parking but at other concessions in the airport. LAZ Parking proposes a Parking Loyalty Program for VPS parkers that creates long-term, above the line customer involvement and loyalty.



We invite you to become a part of the innovative coalition loyalty platform developed by GlidePathCX, which connects airports and airlines, including Allegiant Airlines.

By joining this exceptional program, you allow Allways® members to earn additional points when they spend at your airport. Other benefits include:

- Building your passenger database
- Driving incremental passenger spend through rewards & Incentives
- Improving passenger travel sentiment, leading to a positive airport experience
- Leveraging GlidePathCX's expertise in data powered engagement






Passengers automatically earn points when they use a linked bank and/or credit card. Account linking is secure and free. Since passengers provide access to their data, no operator approval is required. Points are seamlessly transferred to passengers' Allways® accounts, with an upcoming feature to convert points to cash for on-airport purchases.

Our turnkey program requires no integration or changes in consumer or operator behavior, and offers you unique insights into passenger spending, at the airport and beyond. Utilizing the best-of-breed marketing automation, GlidePathCX enables targeted, intelligent email/text engagement by tracking transaction level spend and surveyed preferences to create and send personalized offers and passenger information.

Effortlessly delight your passengers as GlidePathCX takes care of all the work! Gauge customer sentiment in near-real time to complement your ASQ survey results, and access the comprehensive Insight360™ data dashboard to monitor all program activity. You can even create custom dashboards for airport staff and executives to review daily.

**Don't miss out on this opportunity to boost customer satisfaction at your airport. Join the GlidePathCX coalition loyalty platform today!**

CONTACT US	 210 Trilith Parkway, Suite 100 Fayetteville, GA 30214 USA   info@glidepathcx.com	 <b>GLIDEPATHCX</b>
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## UNIQUE BENEFITS WITH LAZ

**Airport Division Support:** We have a dedicated Airport Division team to deliver meticulous service to our airport clients. Our large airport silo infrastructure support team, combined with decades of airport experience among our team members, allows us to deliver on our commitments to you and give you the utmost care and dedication. This selective and customized service and focus has been of great benefit to our existing airport clients. Our Airport team has unmatched track records of experience in airports parking and transportation operations, in addition to direct management experience at numerous airports throughout the world. Each team member has managed extensive on and off airport parking and landside operations in their previous and present parking careers. Our team has managed parking and transportation operations for all types and sizes of airports, from the busiest and most challenging airports to small regional airports in their previous and present parking careers, including **ORD, DTW, IND, SYR, LAX, SFO, OAK, SMF, JFK, EWR, LGA, MKE, YUL, YYZ, LHR, LGW, ATL, SDF, MCO, CMH, PBI, COS, RIC, SNA, AVL, GSP, ASE, TEB, TUL, PNS, FWA, AZO, MFR, MYR**, and more.

**Regional Team Support:** In the region, LAZ Parking has 850+ employees including 50+ managers and administrative staff, who are all available to help support the Airport transition and operations. Our large presence in the region will aid in supporting your parking operations. Our large pool of regional staff and management will be cross-trained and utilized so there is never an issue with staff coverage due to callouts, vacations, or other employee absences at the parking operations. Our Midwest region is headed by Chris Walsh, Regional Vice President. This regional presence gives us a significant operational base and resources to support the VPS parking and shuttle operations team.

**Financial Stability:** LAZ is the most financially stable parking management company in the U.S. Our commitment to true partnerships and financial transparency produces an environment of stability and integrity for our valued clients. Our balance sheet is the strongest in the industry; our credit worthiness is unmatched among parking providers. As your parking partner, we can infuse our own funds into new systems and capital investments for your parking properties.

**Seamless Transition:** We recognize that a successful Airport parking management transition is one that is seamless and transparent to your travelers and parkers. Our years of experience and our successful execution of thousands of parking management operations will ensure that the transition will be a non-event and the only impacts your parkers will feel and see are positive. LAZ has transitioned over 2,200 new properties over the past 10 years. We have a strategic approach to all our transitions and understand that planning and communication is the key to a successful transition.

**Customer Oriented Culture:** Customers are at the top of our Organizational Chart. Unlike any other parking company, LAZ believes in **Hire for Attitude, Train for Skill**. We hire people that are excited to come to work and that love to interact with the public, and then we train them to **PUT CUSTOMERS FIRST!** Every day you will see this reflected in the way our employees treat customers with a smile, a greeting, a polished uniformed presentation and doing what it takes to go the extra mile. At LAZ, people are our most important asset, and our culture is all about **Recognizing Acts of Value and Excellence**.

## OTHER UNIQUE BENEFITS

Our experience lets us offer our airport clients unique benefits that only LAZ can provide. These include:

- **Unmatched Expertise:** LAZ Parking's airport team brings you decades of experience operating parking at many of the largest and busiest airports in the US and around the world.
- **Exceptional Customer Service:** With our valet parking background and friendly, personalized service, guests will never know that we are one of the largest parking companies in the world.



- **World Class Safety Program:** We continue to invest in our leading safety training program to address the constantly changing FAA, TSA, and airport-specific regulatory landscape.
- **Operational Efficiency:** From rate analysis and new parking products to automation and efficient staffing, our streamlining programs generate considerable revenue and savings.
- **Marketing Plan:** To deliver the highest ROI possible, we develop highly detailed and airport specific marketing campaigns that include corporate, loyalty, coupon, and rewards programs.
- **No Disruptions:** We manage hundreds of transitions every year and know that accurate execution is the key to ensuring that your customers experience only positive enhancements
- **PARCS Selection & Installation:** LAZ Parking has installed new PARCs systems at more than 12 airports in the last 5 years.
- **Investment:** LAZ Parking has offered in this proposal to invest in all mutually agreed upon capital projects. We are even willing to discuss financing, design, and development of parking structures and CONRACs. This gives a turnkey solution while minimizing any impact on the Airport and County's bonding capacity.
- **Flexibility:** We are flexible on the agreement terms and look forward to working with the Airport to create a mutually beneficial, long-lasting partnership.



# X. ADDITIONAL ATTACHMENTS

## CONTENTS

Attachment No.	Document Description	Page No.	Refer to Page No.
Attachment #1	Sample of SOP	84-93	64

# SAMPLE OF SOP

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Operations and Procedures Manual  
Airport Parking Facilities

**DRAFT Sample**



LAZ Parking, LLC

(Parking Office Address)

(Parking Office Phone Number)

[www.lazparking.com](http://www.lazparking.com)



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**GENERAL OVERVIEW**

**Introduction to Parking System**

The purpose of this manual is to provide a day-to-day operational overview for the Airport Parking System.

**Terminal Parking**      Location:  
                                         Spaces:  
                                         Type:

**(Lot/Garage) Parking**      Location:  
                                         Spaces:  
                                         Type:

**Valet Parking**              Location:  
                                         Spaces:  
                                         Type:

**Employee Lot**                Location:  
                                         Spaces:  
                                         Type:

**Parking System**

(NAME OF DISTRICT/COUNTY/AUTHORITY) has selected LAZ Parking as the Airport Parking Facility operator. LAZ Parking is a subsidiary of LAZ Parking LTD, which is headquartered in Hartford, Connecticut.

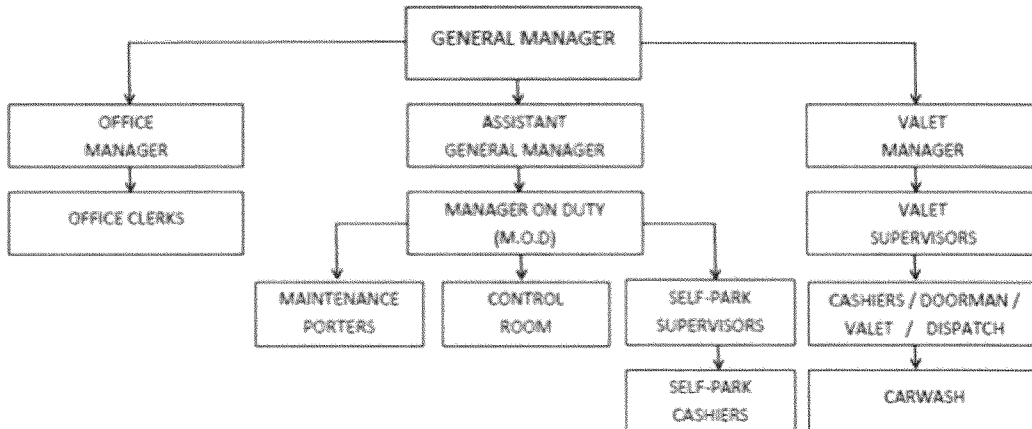
LAZ Parking is one of the largest national parking companies in the United States, It was formed in 1981, LAZ Parking is headquartered in Hartford CT, with operations in 325 cities and regional offices in San Francisco, Los Angeles, Atlanta, Boston, Chicago, New York, New Jersey, Baltimore, Washington DC, Miami, Dallas and San Antonio. As LAZ Parking has continued to grow, our founders and the three original partners are still deeply involved in the company, bringing their strengths to various aspects of our parking business. The success of our business stems from building strong client relationships, empowering employees to "Think like an Owner" and never losing touch with our roots.

In the fall of 2007, LAZ Parking formed a partnership with the world's largest parking operator, INDIGO Park. This transaction represents a mutual growth strategy by both parking leaders. INDIGO Park has

built an extremely successful network of parking operations in countries throughout Western and Eastern Europe and Canada. INDIGO Park currently operates over 1 million parking spaces in 300 cities in 14 countries. This joint venture between LAZ and INDIGO Park has enabled LAZ Parking to support INDIGO Park's growth in the United States by giving it the benefits of the top-quality management and a successful track record of significant growth. The sister companies share best practices and people, learning from one another and implementing new ideas throughout the world of parking.

**Organizational Chart of Parking System**

The organizational chart of the Airport Parking System reflects a focused, centralized approach to managing the parking system. The following pages include the current organizational chart, job descriptions, and the current names and contact information for each employee



**General Job Descriptions and Responsibilities**

**General Manager**

**Reports To:** Regional Vice President  
**Oversees:** Assistant General Manager, Valet Manager, Revenue Clerk/Office Manager, Janitorial Subcontractor, Car Wash Subcontractor  
**Budgetary Scope:** Overall P&L (Revenue, Operating Expenses, Capital Expenses), Insurance, Banking/Credit Card Expenses, Operation, Marketing

- LAZ Parking’s General Manager will have overall management responsibility for the implementation and enforcement of operational, financial, personnel, accounting and maintenance procedures related to the parking and shuttle operations. The General Manager will be responsible for the ongoing coordination between LAZ and Airport Management. The duties and responsibilities of the General Manager will include, but not be limited to, all of the following:
- Works Monday through Friday, 8AM to 5PM, on call 24/7
- Reports to Airport Management and the Executive Vice President of LAZ Parking’s Airport Division
- Responsible for the overall management, operation and maintenance of all facets of the parking program
- Responsible for adhering to all Airport and FAA and local government regulations and laws
- Responsible for revenue enhancement initiatives to increase profitability to the airport
- Responsible for overall profitability of location
- Responsible approving annual budgets for revenue and expenses for locations
- Ensuring adherence and compliance by LAZ Parking personnel to all established policies, rules, procedures and regulations of LAZ Parking
- Responsible for negotiations of potential union contract and ongoing relations with Teamsters with support of Vice President for LAZ Parking
- Evaluation, of daily, weekly and monthly revenue reports to the Airport
- Regular review of Secret Shopping Reports & Customer Survey results to ensure superior customer service standards are consistently being delivered by all LAZ employees
- Promote “The LAZ Way” (Motto’s, Values & Practices)
- Possess a high level of interpersonal skills to handle sensitive and complex situations including difficult customers and timely response and resolution of any customer complaints
- Administer an effective audit and risk assessment program of all parking operations
- Approval of expense, invoice payment and account payable programs
- Assist with vendor negotiations
- Regular daily and weekly communication with approved representatives of the Airport
- Maintain close liaison with and assuring complete cooperation with Airport staff on matters of accountability, security and daily operational requirements
- Assist LAZ Parking’s Human Resources department with hiring, training, evaluating, and developing employees
- Meet regularly with management staff
- Other duties as assigned
- Responsible for the oversight of the entire Parking System
- Act as liaison between Airport and the Parking System



- Act as a liaison between the Community and the Parking System
- Communicate pertinent information to Airport and Home Office Staff
- Supervise all administrative and operational managerial staff
- Review all Facility expenditures and overall budget compliance
- Responsible for interviewing, and hiring, Administrative personnel as necessary
- Communicate with local Sheriff department and emergency management teams regarding Facility operations

**Supervisor**

Reports To: General Manager  
Oversees: Self-Parking Operations, Maintenance and Porter Operations, Valet Attendants, Revenue Control Equipment, Revenue Reporting and Vehicle Inventory  
Budgetary Scope: Revenue, Payroll, Parking and Operational Related Expenditures

- Organize and narrate parking Management skills for the Cashiers, Valet Attendants
- Manage traffic flow of surrounding areas for parking lots
- Dispatch employees to designated location for cashier operations and traffic control
- Organize and manage the oversight of all self-parking and maintenance employees
- Oversee the timely input of payroll for all Self-Parking employees
- Ensure enrollment in time keeping device for all employees
- Monitor, review, and analyze the market rate structures
- Responsible for research and implementation on major projects

**Bookkeeper**

Reports To: General Manager and Regional Controller  
Oversees: Administrative staff  
Budgetary Scope: Revenue, Payroll, Parking and Operational Related Expenditures

- Oversee daily operations of the administrative staff
- Assist with special projects/reports as needed for analysis and development
- Responsible for the data entry of all daily paperwork into the daily revenue reporting packet
- Prepare financial reports and analysis including Parking System Management Report
- Prepare daily revenue reporting
- Responsible for the oversight of all group accounts
- Oversees the timely input of payroll for all administrative staff and Control Room employees
- Responsible for all onsite record keeping and storage
- Prints validation tickets and oversees proper payment
- Prints validation tickets and oversees proper payment
- Auditing of daily paperwork, keycards, change fund, etc.

**Cashier**

The Cashier will work a regular shift collect fees and tickets from exiting customers, will complete a report at the end of the shift to balance revenue with tickets collected.

- Works different time slots
- Reports to Parking Supervisor
- Completes all required paperwork and reports accurately and efficiently to account for all collected parking revenues.
- Greets by/use name, be responsive and timely with correspondence and problem resolution, and display a caring attitude, develop a rapport with the customer base.
- Assist customers in lobbies, lanes, and in the parking office; help direct traffic.
- Promotes good customer relations by consistently providing premier customer satisfaction with a friendly demeanor, can-do attitude, and willingness to help at all times.
- Accepts monthly and debit payments and process credit cards.
- Basic computer skills in the parking revenue control system (add/delete accounts, key in required information from monthly applications).
- Responsible for running any reports related to daily revenue, credit cards, or garage data.
- Must work with or without supervision.
- Responsible for general maintenance of the garage – sweeping, wiping down surfaces and equipment, emptying trash, picking up trash, changing light bulbs, etc.
- Maintain and repair any malfunctioning parking equipment to ensure appropriate access to customers.
- Other related duties as assigned.

#### **Shuttle Driver**

The Shuttle Driver will drive a regular shift on an Airport parking shuttle bus, will handle luggage, and will interact with customers.

- Works different time slots.
- Reports to Supervisor.
- Must be able to read, write and communicate effectively in English.
- Must be at least 21 years of age and have a driving record of three years or more.
- Must have a high school diploma or GED.
- Must have complete employment history.
- Must have a current Class B license with endorsements required by applicable federal, state and local regulations.
- Must possess a current DMV Medical Examiners Certificate or be able to pass a FMCSR physical.
- Must have no felony convictions.
- Must have no more than one moving violation within the past 36 months,
- No more than two points by the Department of Motor Vehicles (counted individually or combined) within the immediately preceding two (2) year period.
- May not have more than one preventable at-fault accident within the past 36 months.
- May not have a conviction for DWI, DUI or implied consent within the past seven years.
- No conviction for drug possession or use within the past seven years.
- Never have a conviction for drug trafficking or manufacturing.
- No conviction for assault within the past seven years.



- No pattern of illegal activities within the past seven years.
- No conviction for a sexual offense.
- Must be able to pass a FMCSR pre-employment drug screen.
- Two (2) years customer service
- Proven interpersonal skills dealing with the public
- Strong verbal communication and listening skills
- English speaking skills
- Excellent written communication skills
- Ability to interact professionally and in a friendly manner with internal and external customers on all levels
- Ability to work well with diverse groups
- Ability to deal patiently and in a friendly manner with external customer problems and complaints
- Able to remain courteous when faced with difficult or angry customers
- Must be a team player but able to work independently
- Must be able to work various shifts in an outside environment (job is 100% outdoors)

#### **Valet Attendant**

The Valet Attendant greets and creates a welcoming atmosphere for our customers and clients.

- Works different time slots.
- Reports to Supervisor
- Effectively and efficient park customer vehicles; return customer vehicles upon request in a timely manner.
- Greet by/use name, be responsive and timely with correspondence and problem resolution, and display a caring attitude, develop a rapport with the customer base.
- Assist customers into the facility, provide a gracious sense of arrival, and help direct traffic.
- Promote good customer relations by consistently providing premier customer satisfaction with a friendly demeanor, can-do attitude, and willingness to help at all times.
- Take extreme caution and care when valeting car.
- Must work with or without supervision.
- Other related duties as assigned.

#### **Maintenance Attendant**

The Maintenance Position will provide cleaning and garbage pick-up in all Airport public parking areas and facilities, will paint as needed, will assist security as needed.

- Works different time slots
- Daily inspections of all facilities.
- Picks up trash from all facilities.
- Removes graffiti from all surfaces.
- Performs weekly inspections of all equipment.
- Performs minor repairs on equipment.

**Attachment "B"**

**GENERAL SERVICES INSURANCE REQUIREMENTS**

**CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contactor
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

**WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor

shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

## INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

## NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

## CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date as the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

## **EXCESS/UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## Attachment "C"

### Standard Contract Clauses

#### Title VI Clauses for Compliance with Nondiscrimination Requirements

##### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

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

- b. Withholding payments to the contractor under the contract until the contractor complies; and/or
- c. Cancelling, terminating, or suspending a contract, in whole or in part.

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

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid



recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address

any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

#### Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
  - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
  - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b) (1) or (b) (2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS contractor, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

Attachment "D"

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate \_\_\_\_\_, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

**Attachment E**

Capital Project Equipment Specifications (to be added upon completion of each project)  
And Lighting Project Proposed Amortization Table

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VPS ITN AP 50-23: Light Upgrade					
Principal		\$ 360,000			
Interest Rate		8.00%			
Months		120			
Payment		\$4,248.47			
120 Month Amortization					
Payment Number	Date	Payment Amount	Interest	Principal	Balance
1	Jan-24	4,248	2,333	1,913	348,087
2	Feb-24	4,248	2,321	1,926	346,161
3	Mar-24	4,248	2,308	1,939	344,222
4	Apr-24	4,248	2,295	1,952	342,271
5	May-24	4,248	2,282	1,965	340,306
6	Jun-24	4,248	2,269	1,978	338,328
7	Jul-24	4,248	2,256	1,991	336,337
8	Aug-24	4,248	2,242	2,004	334,333
9	Sep-24	4,248	2,229	2,018	332,315
10	Oct-24	4,248	2,215	2,031	330,284
11	Nov-24	4,248	2,202	2,045	328,240
12	Dec-24	4,248	2,188	2,058	326,182
13	Jan-25	4,248	2,175	2,072	324,110
14	Feb-25	4,248	2,161	2,086	322,024
15	Mar-25	4,248	2,147	2,100	319,924
16	Apr-25	4,248	2,133	2,114	317,811
17	May-25	4,248	2,119	2,128	315,683
18	Jun-25	4,248	2,105	2,142	313,541
19	Jul-25	4,248	2,090	2,156	311,385
20	Aug-25	4,248	2,076	2,171	309,214
21	Sep-25	4,248	2,061	2,185	307,028
22	Oct-25	4,248	2,047	2,200	304,830
23	Nov-25	4,248	2,032	2,214	302,615
24	Dec-25	4,248	2,017	2,229	300,386
25	Jan-26	4,248	2,003	2,244	298,142
26	Feb-26	4,248	1,988	2,259	295,884
27	Mar-26	4,248	1,973	2,274	293,610
28	Apr-26	4,248	1,957	2,289	291,321
29	May-26	4,248	1,942	2,304	289,016
30	Jun-26	4,248	1,927	2,320	286,697
31	Jul-26	4,248	1,911	2,335	284,361
32	Aug-26	4,248	1,896	2,351	282,011
33	Sep-26	4,248	1,880	2,366	279,644
34	Oct-26	4,248	1,864	2,382	277,262
35	Nov-26	4,248	1,848	2,398	274,864
36	Dec-26	4,248	1,832	2,414	272,450
37	Jan-27	4,248	1,816	2,430	270,020
38	Feb-27	4,248	1,800	2,446	267,574
39	Mar-27	4,248	1,784	2,463	265,111
40	Apr-27	4,248	1,767	2,479	262,632
41	May-27	4,248	1,751	2,496	260,136
42	Jun-27	4,248	1,734	2,512	257,624
43	Jul-27	4,248	1,717	2,529	255,095
44	Aug-27	4,248	1,701	2,546	252,549
45	Sep-27	4,248	1,684	2,563	249,987
46	Oct-27	4,248	1,667	2,580	247,407
47	Nov-27	4,248	1,649	2,597	244,810
48	Dec-27	4,248	1,632	2,614	242,195
49	Jan-28	4,248	1,615	2,632	239,563
50	Feb-28	4,248	1,597	2,649	236,914
51	Mar-28	4,248	1,579	2,667	234,247
52	Apr-28	4,248	1,562	2,685	231,562
53	May-28	4,248	1,544	2,703	228,859
54	Jun-28	4,248	1,526	2,721	226,139
55	Jul-28	4,248	1,508	2,739	223,400
56	Aug-28	4,248	1,489	2,757	220,643
57	Sep-28	4,248	1,471	2,776	217,867
58	Oct-28	4,248	1,452	2,794	215,073
59	Nov-28	4,248	1,434	2,813	212,260
60	Dec-28	4,248	1,415	2,831	209,429
61	Jan-29	4,248	1,396	2,850	206,579
62	Feb-29	4,248	1,377	2,869	203,709
63	Mar-29	4,248	1,358	2,888	200,821
64	Apr-29	4,248	1,339	2,908	197,913
65	May-29	4,248	1,319	2,927	194,986
66	Jun-29	4,248	1,299	2,947	192,040
67	Jul-29	4,248	1,280	2,966	189,074
68	Aug-29	4,248	1,260	2,986	186,088
69	Sep-29	4,248	1,241	3,006	183,082
70	Oct-29	4,248	1,221	3,026	180,056
71	Nov-29	4,248	1,202	3,046	177,010
72	Dec-29	4,248	1,180	3,066	173,943
73	Jan-30	4,248	1,160	3,087	170,857
74	Feb-30	4,248	1,139	3,107	167,749
75	Mar-30	4,248	1,118	3,128	164,621
76	Apr-30	4,248	1,097	3,149	161,472
77	May-30	4,248	1,076	3,170	158,302
78	Jun-30	4,248	1,055	3,191	155,111
79	Jul-30	4,248	1,034	3,212	151,898
80	Aug-30	4,248	1,013	3,234	148,665
81	Sep-30	4,248	991	3,255	145,409
82	Oct-30	4,248	969	3,277	142,132
83	Nov-30	4,248	948	3,299	138,833
84	Dec-30	4,248	926	3,321	135,512
85	Jan-31	4,248	903	3,343	132,169
86	Feb-31	4,248	881	3,365	128,804
87	Mar-31	4,248	859	3,388	125,416
88	Apr-31	4,248	836	3,410	122,006
89	May-31	4,248	813	3,433	118,573
90	Jun-31	4,248	790	3,456	115,117
91	Jul-31	4,248	767	3,479	111,638
92	Aug-31	4,248	744	3,502	108,136
93	Sep-31	4,248	721	3,526	104,610
94	Oct-31	4,248	697	3,549	101,061
95	Nov-31	4,248	674	3,573	97,488
96	Dec-31	4,248	650	3,597	93,892
97	Jan-32	4,248	626	3,621	90,271
98	Feb-32	4,248	602	3,645	86,626
99	Mar-32	4,248	578	3,669	82,958
100	Apr-32	4,248	553	3,693	79,264
101	May-32	4,248	528	3,718	75,546
102	Jun-32	4,248	504	3,743	71,803
103	Jul-32	4,248	479	3,768	68,035
104	Aug-32	4,248	454	3,793	64,243
105	Sep-32	4,248	428	3,818	60,424
106	Oct-32	4,248	403	3,844	56,581
107	Nov-32	4,248	377	3,869	52,712
108	Dec-32	4,248	351	3,895	48,816
109	Jan-33	4,248	325	3,921	44,895
110	Feb-33	4,248	299	3,947	40,948
111	Mar-33	4,248	273	3,973	36,975
112	Apr-33	4,248	246	4,000	32,975
113	May-33	4,248	220	4,027	28,948
114	Jun-33	4,248	193	4,053	24,895
115	Jul-33	4,248	166	4,081	20,814
116	Aug-33	4,248	139	4,108	16,706
117	Sep-33	4,248	111	4,135	12,571
118	Oct-33	4,248	84	4,163	8,409
119	Nov-33	4,248	56	4,190	4,218
120	Dec-33	4,248	28	4,218	[0]

Investment Description	Item Total	Total Cost	Payoff
Lighting	\$ 360,000	\$ 509,576	\$ 254,788