

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 1/03/2019

Contract/Lease Control #: C19-2766-AP

Procurement#: ITN 56-18-AP

Contract/Lease Type: CONTRACT

Award To/Lessee: REPUBLIC PARKING

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 1/2/2019

Expiration Date: 1/2/2024 W/ 1- 5 YR RENEWALS

Description of Contract/Lease: MANAGEMENT OF PARKING AT VPS

Department: AP

Department Monitor: I. STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2009942

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK2290912

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident/\$10,000,000 General Aggregate

Additional Insured includes: Okaloosa County BBC, when required by written contract.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED Republic Parking System, LLC 633 Chestnut Street, Suite 2000 Chattanooga, TN 37450	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Okaloosa County Board of County Commissioners is included as an Additional Insured as respects to General Liability and Auto Liability

Contract number C19-2766-AP
 Lease number C19-2766-AP
 Destin-Ft Walton Beach Airport - Okaloosa County RPS-87

INSURER AFFORDING COVERAGE: Everest Indemnity Insurance Company NAIC#: 10851
 POLICY NUMBER: RM1CA00019-201 EFF DATE: 09/29/2020 EXP DATE: 09/29/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Physical Damage	Comp/Coll	Lesser of ACV or Cost to Repair
	Comp/Coll Deductible	\$50,000 per auto

INSURER AFFORDING COVERAGE: Everest Indemnity Insurance Company NAIC#: 10851
 POLICY NUMBER: RM1CA00019-201 EFF DATE: 09/29/2020 EXP DATE: 09/29/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garagekeepers Legal Liability	Limit	\$1,000,000
	Comp/Collision SIR	\$150,000

INSURER AFFORDING COVERAGE: Everest National Insurance Company NAIC#: 10120
 POLICY NUMBER: RM1CA00020-201 EFF DATE: 09/29/2020 EXP DATE: 09/29/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability (MA) Any Auto	Combined Single Limit Each Accident	\$2,000,000

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED Republic Parking System, LLC 633 Chestnut Street, Suite 2000 Chattanooga, TN 37450	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Beazley Insurance Company Inc **NAIC#:** 37540
POLICY NUMBER: VIFFC1200401 **EFF DATE:** 09/29/2020 **EXP DATE:** 09/29/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime	Limit	\$10,000,000
	Deductible	\$100,000

INSURER AFFORDING COVERAGE: Everest National Insurance Company **NAIC#:** 10120
POLICY NUMBER: RM1WC00036-201 **EFF DATE:** 09/29/2020 **EXP DATE:** 09/29/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability - Per Statute	E.L. Each Accident	\$1,000,000
	E.L. Disease Ea. Emp	\$1,000,000
	E.L. Disease Policy	\$1,000,000

INSURER AFFORDING COVERAGE: Everest National Insurance Company **NAIC#:** 10120
POLICY NUMBER: RM1WC00035-201 **EFF DATE:** 09/29/2020 **EXP DATE:** 09/29/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability - Per Statute	E.L. Each Accident	\$1,000,000
	E.L. Disease Ea. Emp	\$1,000,000
	E.L. Disease Policy	\$1,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Business Auto Coverage Form.

Coverage Applicable	Enhancement
Subsidiaries As Insureds	Broadened
Newly Acquired Organizations As Insureds	Broadened
Blanket Additional Insureds	Broadened
Employees As Insureds (Non-Ownership)	Broadened
Supplementary Payments – Bail Bonds	\$3,000 Limit
Supplementary Payments – Loss Of Earnings	\$1,000 per day
Fellow Employee Bodily Injury	Broadened
Towing Coverage – All Covered Autos	Broadened
Glass Breakage Coverage – Waiver of Deductible	Broadened
Loss of Use Expenses	\$50 per day \$1,000 Limit
Stolen Vehicle Extra Expense	Broadened
Airbag Discharge	Broadened
Electronic Equipment (Permanently Installed)	Broadened
Single Deductible Provision	Broadened
Notice To Company	Broadened
Blanket Waiver Of Subrogation	Broadened
Unintentional Failure To Disclose Hazards	Broadened
Bodily Injury Includes Mental Anguish	Broadened
Coverage Territory Extension - Mexico	Broadened

A. Who Is An Insured

The following is added to Paragraph A.1. of Section II – Covered Autos Liability Coverage:

d. Any:

(1) Subsidiary which is a legally incorporated entity of which you own greater than 50% interest in the voting stock on the effective date of this Coverage Form. However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

(2) Organization you newly acquire or form, and over which you maintain majority interest.

The coverage afforded by this provision:

(a) Is effective on the acquisition date, and is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(b) Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization; and

(c) Does not include any newly acquired or formed organization that is:

(i) A joint venture or partnership; or

(ii) An "insured" under any other automobile liability policy or would be an "insured" under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

e. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional insured in order to comply with the terms of a written "insured contract" or written agreement. This does not apply when such contract or agreement:

(1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or

(2) Is executed after the date of loss.

Paragraph e.(2) does not apply if:

(1) The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and

(2) You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

f. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

B. Coverage Extensions - Supplementary Payments

Paragraphs A.2.a.(2) and A.2.a.(4) of Section II – Covered Autos Liability Coverage are replaced by the following:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

C. Fellow Employee

The following exception is added to exclusion 5. Fellow Employee under paragraph B. Exclusions of Section II – Covered Autos Liability Coverage:

This exclusion does not apply if the "bodily injury" results from the use of a "covered auto" you own or hire. The coverage provided under this exception is excess over any other collectible insurance.

D. Towing

Paragraph A.2. of Section III – Physical Damage Coverage is replaced by the following:

2. We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto". If the auto is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "auto", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

E. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles

The following is added to Paragraph A.3. of Section III – Physical Damage Coverage:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless a lower deductible is shown in the Declarations applicable to this coverage.

F. Loss Of Use Expenses

Paragraph A.4.b. of Section III – Physical Damage Coverage is replaced by the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,000.

G. Extra Expense – Stolen Vehicle

The following is added to Paragraph A.4. of Section III – Physical Damage Coverage:

c. Stolen Vehicle

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to you.

H. Airbag Coverage

The following exception is added to Paragraph B.3.a. of Section III – Physical Damage Coverage:

The accidental discharge of an airbag shall not be considered mechanical breakdown if it occurs in a covered "auto" for which Comprehensive coverage is purchased. This provision does not apply to "autos" you hire with a driver and is excess over any warranty specifically designed to provide this coverage.

I. Electronic Equipment Coverage

Section III – Physical Damage Coverage is amended as follows:

1. The sublimit in Paragraph C.1.b. of the Limit Of Insurance Provision is increased to \$3,000.
2. No Physical Damage Coverage deductible applies to the first \$3,000 of "loss" to electronic equipment described in Paragraph C.1.b. of the Limit Of Insurance Provision.

J. Single Deductible Provision

The following is added to Paragraph D. of Section III – Physical Damage Coverage:

If a Comprehensive or Specified Causes of Loss Coverage "loss" from "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident", if the cause of the loss is covered for those vehicles.

This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

If a "loss" covered under this Coverage Part also involves a "loss" to other property from the same "accident", which is covered under a Commercial Property or Inland Marine Coverage Part issued by us to you, only the highest deductible applicable to those coverages will be applied to the "accident".

K. Notice To Company

Paragraph A.2. of Section IV – Business Auto Conditions is amended as follows:

1. With respect to notification requirements, your obligation under Paragraph A.2.a. applies only when the "accident" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a joint venture or limited liability company; or
 - d. An executive officer or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.
2. With respect to the requirements pertaining to you providing us with document concerning a claim or "suit", your obligation under Paragraph A.2.b. will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a joint venture or limited liability company; or

- d. An executive officer or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

L. Blanket Waiver Of Subrogation

The following is added to Paragraph **A.5.** of **Section IV – Business Auto Conditions:**

- a. However, we waive any right of recovery we may have against a person, organization or government entity when you have waived such right of recovery under a written “insured contract” that is:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the “accident” or “loss”, or executed after the “accident” or “loss” if:
 - (a) The terms and conditions of the written “insured contract” had been agreed upon prior to the “accident” or “loss”; and
 - (b) You can definitively establish that the terms and conditions of the written “insured contract” ultimately executed are the same as those which had been agreed upon prior to the “accident” or “loss”.
- b. We hereby waive any right of subrogation against any of your officers, directors or employees which might arise by reason of any payment under the insurance afforded by the policy for the operation, maintenance, use, loading or unloading of a non-owned “auto”. This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director or employee.

M. Unintentional Failure To Disclose Hazards

The following is added to Paragraph **B.2.** of **Section IV – Business Auto Conditions:**

If you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

N. Bodily Injury Includes Mental Anguish

Paragraph **C.** of **Section V – Definitions** is replaced by the following:

- C. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including “mental anguish” or death resulting from any of these at any time.

For the purpose of this provision, the term “mental anguish” shall mean any type of mental or emotional illness or distress.

O. Mexico Coverage

The coverage provided by this policy for covered “autos” you own or lease on a long term basis without drivers are extended to “accidents” or “losses” occurring in Mexico if:

- 1. The covered “auto” is in Mexico for a period not exceeding 10 days; and
- 2. The covered “auto” is principally garaged and used in the United States; and
- 3. The driver of the covered “auto” does not reside in Mexico;

For Liability Coverage to apply to “accidents” occurring in Mexico, the following must also apply:

- 1. Valid and collectible auto liability insurance for the covered “auto” has been purchased from a licensed Mexican Insurance Company and is in force at the time of the “accident”; and
- 2. The original “suit” for damages is brought within the United States.

For “losses” payable under Physical Damage Coverage this additional restriction applies:

We will pay “losses” under Physical Damage Coverage in the United States, not in Mexico. If the covered “auto” must be repaired in Mexico in order to be driven, then the most we will pay for “loss” is the lesser of the following:

- 1. The cost of repairing the “auto” or replacing its parts in Mexico; or
- 2. The cost of repair or replacement at the nearest point in the United States where the repairs or replacement could be made.

Other Insurance:

The insurance provided by this section will be excess over any other collectible insurance.

**PERFORMANCE
BOND**
(Multiple Year)

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No.: 105950765

KNOWN ALL MEN BY THESE PRESENTS, That we, Republic Parking System, LLC, as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto Okaloosa County, Florida, as Oblige, in the sum of One Hundred Thousand & 00/100 Dollars (\$100,000.00) for the payment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, Principal has, by written Agreement, dated July 1, 2013, entered into a contract with Oblige, for management agreement for Okaloosa Regional Airport parking facilities ("Contract");

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the Contract according to its terms and conditions during the effective dates of this bond, then this obligation shall be void, otherwise to remain in full force and effect. Surety's obligation hereunder shall not arise unless Principal is in default under the Contract, and has been declared by Oblige to be in default under the Contract; and Oblige has performed its obligations under the Contract. The Surety's obligation is also subject to the following conditions:

1. The effective dates of this bond shall be from July 1 2019 to July 1, 2020, and Surety shall not be liable for any defaults arising before or after the effective dates of the bond. In the event that Oblige and Principal elect to extend the Contract, Surety, at its sole option, may renew the obligation by continuation certificate or rider setting forth new commencement and expiration dates, and, if applicable, increased or decreased the penal sum. Any failure of Principal to provide a bond for any such contract extension shall not be considered a breach within the effective period of this bond.
2. Surety's aggregate liability under this bond shall in no event exceed the penal sum of the bond. If the bond is renewed by Surety, it shall be considered one continuous bond and in no event shall the penal sum, or any portion thereof, at any two points be added together in determining Surety's liability. Surety shall be entitled to a dollar for dollar reduction of its liability under this Bond to the extent that Surety sustains losses related to the Contract that exceed the Contract balance paid to Surety by Oblige.
3. No suit shall be commenced under this bond after the expiration of one (1) year following the earlier of (a) the expiration date of this bond, or (b) the date that Principal ceased work under the Contract, excluding warranty work. If this bond is provided to comply with bond statutes in the location where the construction work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the expiration date of this bond, or (z) the date Principal ceased work under the Contract, excluding warranty work.
4. Notwithstanding anything in the Contract to the contrary, this does not inure to the benefit of or confer any right of action upon any person other than the named Oblige. This bond shall not be liable for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required under the Contract.

Signed this 6th day of June, 2019.

CONTRACT#: C19-2766-AP
REPUBLIC PARKING
MANAGEMENT OF PARKING AT VPS
EXPIRES: 01/02/2024 W/1 5 YR RENEWAL

Republic Parking System/LLC

By: 

Travelers Casualty and Surety Company of America

By: 
Dawn Denise Wright, Attorney-in-Fact

Inst. #3291377 Bk: 3409 Pg: 222
Page 1 of 2 Recorded: 7/15/2019 4:32 PM
RECORDING ARTICLE V: \$8.00 RECORDING: \$10.50

DEPUTY CLERK JDUNLAP
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Dawn Denise Wright of CHATTANOOGA Tennessee, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of June 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

**AMENDMENT OF CONTRACT C19-2766-AP
REPUBLIC PARKING SYSTEM, LLC
CONTRACT FOR MANAGEMENT OF PARKING FACILITIES AT THE
DESTIN – FORT WALTON BEACH AIRPORT**

This Amendment of Contract made and entered into this 7th day of May, 2019, hereby approves this Amendment One for contract C19-2766-AP (“the Contract Agreement”), between Republic Parking Systems, LLC, (“Contractor”), and Okaloosa County, Florida through its Board of County Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, on January 2, 2019, Contractor entered into a Contract Agreement for Management of Parking Facilities with the County, at the Destin Fort Walton Beach Airport, with a current expiration date of January 2, 2024; and

WHEREAS, the parties desire to change wording in the Agreement concerning the shuttle carts to incorporate within the Contract Agreement; and

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agrees to the following:

AMENDMENT

Contract C19-2766-AP is amended as follows:

1. Section 2 titled “Scope of Services”, under Additional items to be Included in the Scope of Services that will be Provided by the Contractor, the last bullet point is changed and replaced as follows:

Add an additional gas or diesel shuttle van/bus/vehicle with increased capacity for the transportation of passengers and luggage.
The airport must approve the new vehicle prior to being purchased.

Ben 2. **VENDORS ON SCRUTINIZED COMPANIES LISTS:** By executing this amendment, the Contractor, 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 immediately terminate this Agreement for cause if the Contractor 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

CONTRACT FILE REVIEW PROCESS

Date: 1/3/2019 Bid #: ITN 5678

Term: 5 years → 1/2/2024 Contract #: C19-2766-AP

Vendor Name: Republic Parking

How was this procured? ITN

- Sole Source
- File Folder
- Coordination Sheet(s)
- Database
- Label
- Control Form
- Systems Awards Vendors List (SAM)
- Create file – include all documentation
- Scan into database – Ensure all documents/forms are included and in the correct page order.
- Make copies
- NOA – Date Sent _____ Date Received _____
- NTP – Date Sent _____ Date Received _____
- Performance and Payment Bonds
- Insurance

FORMS (Continued on back)

- Drug-Free Workplace Certification Form
- Conflict of Interest
- Federal E-Verify
- No Contact Clause Form

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: INV 56-18 Tracking Number: 3196-19
Procurement/Contractor/Lessee Name: Republic Parking Grant Funded: YES ___ NO X
Purpose: Management of Parking at Austin Airport
Date/Term: 5 yrs w/ 15 yr renewal 1. GREATER THAN \$100,000
Amount: 634,114 - equipment + some 2. GREATER THAN \$50,000
Department: Airport 3. \$50,000 OR LESS
Dept. Monitor Name: Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 11-30-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: NO federal \$ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 12-11-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 12-11-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee



Board of County Commissioners Purchasing Department

State of Florida

Date: September 28, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
ITN AP 56-18

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

The Destin-Fort Walton Beach (VPS) Airport would like to thank all businesses which submitted responses to the Management of Parking at Destin-Fort Walton Beach (VPS) Airport. (ITN AP 56-18)

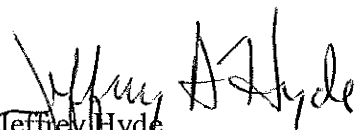
After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Republic Parking System, LLC
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450

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 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,


Jeffrey Hyde
Purchasing Manager

DeRita Mason

From: DeRita Mason
Sent: Monday, December 10, 2018 4:28 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Re: Republic Parking Draft Contract

Thank you.

Get [Outlook for iOS](#)

On Mon, Dec 10, 2018 at 4:27 PM -0600, "Parsons, Kerry" <KParsons@ngn-tally.com> wrote:

This is approved for legal and risk purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Monday, December 10, 2018 8:19 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Republic Parking Draft Contract

Here are the changes and the ITN that went out. We did ask for the 5 yr with 2 year renewal in the procurement.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Saturday, December 08, 2018 3:16 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: Republic Parking Draft Contract

Attached are my comments for you – for the most part it looks great.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Friday, November 30, 2018 2:37 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Republic Parking Draft Contract

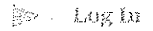
Kerry,

They would like this one to go on the December 18 board if possible. Also, this is the one where Tracy wanted to replace the word "County" with "AP". I have not done that because Jeff and I do not feel we should make those changes. Please let me know if I need to make those changes.

DeRita



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.



Login.gov FAQs

ALERT - June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.

Entity Dashboard

Republic Parking System, LLC
 DUNS: 047750328 CAGE Code: 12H36
 Status: Active
 Expiration Date: 03/23/2019
 Purpose of Registration: All Awards

633 Chestnut St Ste 2000
 Chattanooga, TN 37450-2000
 UNITED STATES

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
 - ▶ [Core Data](#)
 - ▶ [Assertions](#)
 - ▶ [Reps & Certs](#)
 - ▶ [POCs](#)
- ▶ [Exclusions](#)
 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
 - ▶ [Excluded Family Members](#)

Entity Overview

Entity Registration Summary

Name: Republic Parking System, LLC
Business Type: Business or Organization
Last Updated By: Anna Cook
Registration Status: Active
Activation Date: 03/27/2018
Expiration Date: 03/23/2019

Exclusion Summary

Active Exclusion Records? No

[RETURN TO SEARCH](#)



IBM-P-20181206-1708
WWW5

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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378		FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificatas@willis.com		
INSURED Republic Parking System, LLC 633 Chestnut Street, Suite 2000 Chattanooga, TN 37450	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State National Insurance Company Inc		12831
	INSURER B: Travelers Property Casualty Company of Ame		25674
	INSURER C: Liberty Mutual Insurance Company		23043
	INSURER D: National Union Fire Insurance Company of P		19445
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** W7191600 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	RDN-10002-CGX	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	RDN-10003-CAY	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000		RDN-10005-UMX	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	TC2JUB-2J703373-18	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Automobile Liability (MA)	Y	RDN-10004-CAX	07/01/2018	07/01/2019	Any Auto Limit: \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This Voids and Replaces Previously Issued Certificate Dated 07/24/2018 WITH ID: W6968458.

Re: Okaloosa Regional Airport Public Parking Facilities.

A.M. Best Ratings
 SEE ATTACHED

CERTIFICATE HOLDER Okaloosa County 5479 A Old Bethel Road, A Old Bethel Road, Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Andrea Paris</i>
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9/108
AP#1

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: January 2, 2019
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Stephanie Herrick
SUBJECT: Republic Parking System, Inc.
DEPARTMENT: OMB
BCC DISTRICT: 2- Ketchel

STATEMENT OF ISSUE: Request approval of the contract with Republic Parking System, Inc. for Management of Parking at Destin-Fort Walton Beach Airport (VPS).

BACKGROUND & ANALYSIS: An Invitation to Negotiate for Parking Management was issued with a due date of August 15, 2018. Purchasing received two (2) responses. Those responses were evaluated by a Special Review Committee and the two (2) potential providers were invited to make presentations to the committee. Republic Parking System, LLC was selected by the committee as the most responsive, and responsible vendor. The Intent to Award was issued on September 28, 2018 and all parties were notified that Republic Parking System, LLC had been selected. The current contract with Republic Parking System (C13-2038-AP) was set to expire on September 30, 2018, therefore, on September 18, 2018, it was extended on a month-to-month basis until the new contract could be negotiated and awarded. The County and Contractor would like the commencement date to be retroactive to January 1, 2019.

As a requirement of the new contract agreement, Republic Parking System, LLC will be procuring new equipment (as outlined in Exhibit C) to be reimbursed by the Airport, and will perform a complete upgrade on the facility's revenue-processing parking equipment and systems with installation to be complete and systems operational no later than March 31, 2019. Current twenty-year old parking gates, ticket dispensers, signage, booths and technology is beyond any further repair or servicing. New, smart parking technology solutions and automatic vehicle identification and a parking management plan will be deployed which will increase efficiencies, accurate reporting, and accountability and most importantly, enhance the customer's experience. As part of the parking improvement plan, the Airports Department proposes a parking fee structure that will eliminate separate short-term and long-term rates and make a single rate structure for all parking customers equivalent to the current short-term rates (Exhibit D). The parking rates at VPS continue to be the lowest between all Commercial Service Airports along the Gulf Coast. The new parking rates will be effective on April 1, 2019.

FUNDING SOURCE, (If Applicable):

This is a revenue agreement.

The applicable management fee (which is dependent on net revenue) and expense reimbursements are charged to:

Department: 4202

Account Code: 534423

Capital equipment acquired by the County through the reimbursable portion of the contract will be charged to:

Department: 4207
Account Code: 563490

OPTIONS: Approve, Reject or Table.

RECOMMENDATIONS: It is Staff's recommendation that the Board approve the Republic Parking System, LLC contract for parking management with a retroactive commencement date of January 1, 2019.


Stephanie Herrick, Director 12/21/2018

RECOMMENDED BY:


Kay Godwin, Deputy County Administrator 12/26/2018

APPROVED BY:

**AGREEMENT
FOR ITN AP 56-18
WITH REPUBLIC PARKING SYSTEM, LLC
For the Management of Parking Facilities at the Destin-Fort Walton Airport (VPS)**

This Agreement is entered into by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, FL (hereinafter the "County"), and Republic Parking System, LLC, a foreign limited liability company, certified to do business in the state of Florida, whose principal address is 633 Chestnut Street, Suite 2000, Chattanooga, TN 37450 (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Contractor responded to the ITN AP 56-18 to manage the parking facilities at the Destin-Fort Walton Airport (VPS); and

WHEREAS, the County has now determined that it is in the best interest of the County to enter into an Agreement with the Contractor.

NOW, THEREFORE, the parties hereto agree as follows:

CONTRACT # C19-2766-AP
REPUBLIC PARKING
MANAGEMENT OF PARKING AT VPS
EXPIRES: 1/2/2024 W/ 1- 5 YR RENEWAL

1. INCORPORATION OF DOCUMENTS

The following documents are incorporated by reference into this Agreement and are attached hereto:

1. Invitation to Bid & Respondent's Acknowledgement, ITN 56-18, Management of Parking Facilities at Destin-Fort Walton Airport (VPS), date of opening August 15, 2018, attached hereto as Exhibit "A" and any addendums thereto.
2. Exhibit "B", Federal FAA Required Contract Clauses, attached hereto and made a part of the agreement.
3. Exhibit "C", Equipment List, Map of location of equipment and cost of all equipment, attached hereto and made a part of the agreement.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

2. SCOPE OF SERVICES

The Contractor will manage the parking facilities at the Destin-Fort Walton Airport (VPS). Further detail of this scope is outlined in attached "Exhibit A" and any addendums attached hereto.

County reserves the right to amend or otherwise change the Parking Rate schedule at any time during the term of this Agreement. Further, County reserves the right to establish less Parking Rates than the minimum Parking Rates for special promotions and marketing programs and for County tenant and employee parking. Except as otherwise specifically authorized by County in writing, all users of the Facilities shall be charged the rates for such use established by County.

Upon request of County, Contractor shall periodically review and recommend to County, based upon survey results obtained from other regional commercial service airports of similar size and scope, proposed changes in the Parking Rates of existing parking lots in order to remain competitive with similar paid public parking facilities in the region. Contractor's obligation in this regard shall include recommending Parking Rates for

any new paid public parking lots or structures established by County. Any proposed changes to the Parking Rates shall only become effective upon approval and authorization of the County.

Due to the significant growth of the Destin-Fort Walton Beach Airport and through its Master Planning efforts and Airport Layout Plan updates, the Contractor should expect and support changes to all current parking lot layouts, additional equipment and infrastructure needs along with additional surface and vertical lot construction.

ADDITIONAL ITEMS TO BE INCLUDED IN THE SCOPE OF SERVICES THAT WILL BE PROVIDED BY THE CONTRACTOR

- Per the direction of the Airports Director, the Destin-Fort Walton Beach Airport will utilize a single parking rate (equal to current "Short Term rates).
- All signs will need to change to reflect the new parking rates, and the new parking lot names (for example, Parking Lot A and Parking Lot B).
- Cross Over from Short Term to Long Term equipment will not be installed and old equipment will be removed.
- The current parking office/main exit plaza needs to be painted and added to the contract.
- The new parking booth near the entrance on Long and Short Term entrances will have internet and communications wires connected. List equipment to be installed and identify in the exhibit.
- All entry and exit stations, gates and AVI readers will properly grounded.
- Add two additional gas or diesel shuttle carts with increased capacity. The airport must approve the new shuttle prior to being purchased.

3. PAYMENT

The Contractor will be paid upon, receipt of goods and submission of invoice, through the requesting department. The contractor will be paid in accordance with Exhibit "A" attached hereto and made a part of the contract.

4. BUDGET

By April 15 of each calendar year, during the term of this Agreement, or some other date as directed by the County, Contractor shall submit to County the Annual Budget containing all Reimbursements as defined in this section 4. Notwithstanding the foregoing, the Annual Budget may be amended during each Fiscal Year by mutual agreement of County and Contractor, including at direction of the County, the requirement for Contractor to provide additional staff and operating hours.

4.01 Reimbursements. Contractor shall be reimbursed for any of the following costs it incurs in managing and operating the Parking Facilities ("**Reimbursement**"):

- (1) Direct salaries and wages, including overtime, of personnel while directly employed on-site in the management and operation of the Parking Facilities under this Agreement.
- (2) The fringe benefit costs on direct salary and wage costs, allowable under paragraph 1 above, including the cost of unemployment, excise, and payroll taxes, contributions for social security and Medicare insurance, worker's compensation insurance, pension payments, hospitalization benefits, and vacation and holiday pay, if any.

- (3) Other direct non-salary costs incurred by Contractor for management and operation of the parking facilities, which shall include the following:
- a. Actual costs for its operation of an on-site Airport office, including such items as office supplies, postage, telephone expense, computer programming, on-site data processing costs, and furnishings;
 - b. The costs of maintaining Contractor owned and County owned Parking Equipment and operating equipment used in operation of the Parking Facilities as approved by County and shown in Exhibit C;
 - c. The cost of all other on-site direct management and operating expenses, including, but not limited to signage, tickets and forms, uniforms and badges, contract services, rental of equipment, annual audit expenses, lot maintenances (i.e. striping, sweeping, sealing, cleaning, repairs), service agreements, general supplies, taxes and licenses directly charged to the Parking Facilities site or operation, Airport approved bank and credit card services charges, insurance costs (i.e. auto insurance, general liability, garage keeper's limited liability insurance), vehicle fuel, marketing and promotional materials, internet access, utilities expenses, if any, and such other reasonable and necessary direct non-salary costs.

4.02 Non-Reimbursable Expenses. Contractor's costs for regional overhead, corporate and regional office expenses, all indirect and non-site specific expenses such as salaries and related expenses of non-resident or indirect legal, administrative, book keeping and executive personal, travel related expenses of home office staff, contract negotiation expenses, or otherwise any corporate and non-direct expense used for the operation of the parking facilities at the Airport shall not be reimbursable by County to Contractor.

5. TIMELINE FOR INSTALLATION OF EQUIPMENT

Replacement of all existing equipment will be installed and ready for use by the airport by March 31, 2019. All new equipment requiring new infrastructure (employee lot, administrative lot, taxi lot, and pre-arranged lot) will be installed by March 31, 2019 pending any additional time required for obtaining permits from the County or any other regulatory agency. The list of equipment that will be purchased on behalf of the County and map locating all installed and updated equipment is attached as Exhibit "C" hereto and made a part of the agreement. Exhibit "C" can be modified as needs change for the airport within the approved not to exceed equipment budget.

All new electronic signage (depicted at number 10 on Exhibit C) and the parkut booth at the entrance to the Long Term Credit Card Lot (depicted at number 6 on Exhibit C) will be installed based upon the time schedule of manufacturing, delivery, and installation of subcontractors not to exceed six months from the date of the contract execution.

5.2 EQUIPMENT ALLOWANCE FROM CONTRACTOR FOR EQUIPMENT

The contractor will provide a \$60,000 allowance towards the purchase of new equipment for the airport. The allowance will be referenced in Exhibit "C" which address all cost for equipment. All equipment will be purchased by the Contractor upon approval of the airport and reimbursed and owned by the airport.

5.3 PROJECT MANAGEMENT

The contractor is required to have project management on site to oversee the infrastructure and equipment installation.

5.4 PAYMENT CARD INDUSTRY (PCI) STANDARDS

- (a) During the time that Contractor owns the Equipment, Contractor shall be responsible for maintaining compliance of the revenue-processing parking equipment and related hosting and other systems servicing the VPS Parking Facility, including their deployment in their current configuration (the "Systems") with prevailing industry standards governing the storing, handling, processing and transmission of personal and financial information, including, but not limited to, Payment Card Industry standards (collectively, the "Standards").
- (b) Once ownership of the Equipment has transferred to County, Contractor shall continue to be responsible for maintaining compliance of the revenue-processing parking equipment and related hosting and other systems servicing the VPS Parking Facility, (the "Systems") with prevailing industry standards governing the storing, handling, processing and transmission of personal and financial information, including, but not limited to, Payment Card Industry standards (collectively, the "Standards"). County agrees not to knowingly make any changes to the Systems which may impact their compliance with the Standards during the Term of this Agreement or any extensions without first apprising Contractor in writing, it being the intent of the parties that Contractor shall at all times have current information regarding the Systems for Standards compliance purposes and be fully accountable to County with respect thereto.
- (c) Contractor shall notify County in writing if it becomes aware that the Systems or any portion thereof are not compliant with the Standards at any time during the Term, and shall obtain competitive quotations for requisite upgrades, the cost of which shall be paid by County. All costs incurred by Contractor in the performance of its obligations under this subsection (c) shall be reimbursed by County, provided that Contractor shall seek the prior approval of County for any proposed cost that exceeds the sum of \$10,000, such consent not to be unreasonably withheld.
- (d) If County does not approve an upgrade or other expenditure requested by Contractor to maintain compliance of the Systems with the Standards, County agrees to indemnify and hold Contractor harmless from and against all claims incurred by, imposed upon, brought or asserted against Contractor arising from non-compliance with the Standards, and waives any and all claims it may have against Contractor for any adverse impact upon Gross Revenue arising directly from non-compliance of the Systems. The foregoing indemnity and waiver shall be limited by the extent to which the claims arise out of or are attributable to the negligence or non-performance of Contractor with its obligations under subsection (b).
- (e) If the services of an independent Qualified Security Assessor are obtained with respect to compliance of the Systems, the report of the Qualified Security Assessor and any certificates of compliance issued by the Qualified Security Assessor shall be determinative as to the compliance of the Systems. The fees of any Qualified Security Assessor shall be paid by the owner of the Systems at the time.

6. DURATION OF AGREEMENT AND TERMINATION

The Agreement will begin on when all parties have signed the contract and run for five (5) years with the option for one (1) five (5) year renewal period upon agreement by both parties and upon advance notice of ninety days.

The County may terminate this Agreement for cause, if it determines that the Contractor is not satisfactorily performing the requirements under this Agreement, upon thirty (30) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. The Contractor shall have ten (10) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) terminate the Agreement, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses

to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

This Agreement may be terminated without cause by the County upon thirty (30) days written notice to Contractor. The County further reserves the right to unilaterally cancel this Agreement for refusal of the Contractor to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt by law.

If the County terminates the Agreement with or without cause, the County will notify the Contractor of such termination in writing, with instructions to the effective date of termination. The Contractor shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

7. AUDIT PROVISION

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 Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

8. INSURANCE PROVISION

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such 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.
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. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation 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. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. 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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. 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

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

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. Worker's 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

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.

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage 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, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' 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 and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

9. INDEPENDENT CONTRACTORS

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, not 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.

10. ASSIGNMENTS

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. NOTICES

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Tracy Stage, Airports Director
1701 State Rd. 85N
Eglin AFB, FL 32542
Phone: 850-651-7160
Email: tstage@myokaloosa.com

The authorized representative(s) for the Contractor shall be:

Robert Linchart-Senior Vice President-Airport Services
Republic Parking System, LLC
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450
Phone: 423-756-2771
Email: blinchart@republicparking.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@myokaloosa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

12. PUBLIC RECORDS

Contractor shall adhere to the Public Records law of Florida.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (INSERT TELEPHONE NUMBER, E-MAIL ADDRESS, AND MAILING ADDRESS).

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. 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.
3. 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 agreement term and following completion of the agreement if the contractor does not transfer the records to the County.
4. Upon completion of the agreement, 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 agreement, 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 agreement, 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.

13. GOVERNING LAW & VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in the state courts of Okaloosa County, Florida.

14. 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.

15. TAXES

Contractor agrees to remit all sales, use, or other taxes, assessments and other similar charges for the performance of services under this Agreement 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. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for the remittance of its tax and assessment obligations under the terms of this Agreement.

16. ENTIRE AGREEMENT AND WAIVER

This Agreement and all Exhibit(s) as incorporated herein contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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.

17. SEVERABILITY

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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.

18. REPRESENTATION OF AUTHORITY TO CONTRACTOR/SIGNATORY

The individual signing this Agreement on behalf of the Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The Contractor represents and warrants to the County that the execution and delivery of the Agreement and the performance of Contractor's 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.

19. COMPLIANCE WITH LAWS

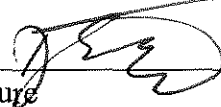
Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, 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.

20. FEDERAL REGULATIONS

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this agreement.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement as of the day and year written below.

REPUBLIC PARKING SYSTEM, LLC



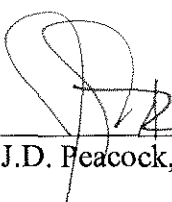
Signature

Ty Stafford

Print Name

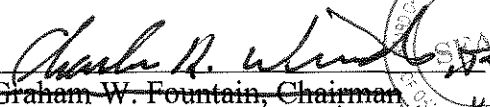
Date: 12/12/2018

OKALOOSA COUNTY, FLORIDA

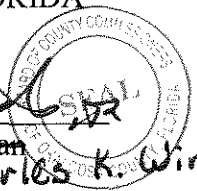


J.D. Peacock, II, Clerk





~~Graham W. Fountain, Chairman~~
Charles K. Windes, Jr.



Date: 11/2/2019



EXHIBIT "A"

INVITATION TO NEGOTIATE (ITN) & RESPONDENT'S ACKNOWLEDGEMENT

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

ITN NUMBER:
ITN AP 56-18

MANDATORY PRE-PREPROSAL MEETING:

July 31, 2018 9:00 A.M. cst

LAST DAY FOR QUESTIONS:

August 7, 2018 4:00 P.M. cst

ITN OPENING DATE & TIME:

August 15, 2018 4:00 P.M. cst

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

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this ITN are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "ITN Title", "ITN Number" and the "ITN Due Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal 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 Republic Parking System, LLC

MAILING ADDRESS 633 Chestnut Street, Suite 2000

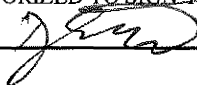
CITY, STATE, ZIP Chattanooga, TN 37450

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 591162686

TELEPHONE NUMBER: 423-756-2771 EXT: _____ FAX: 423-265-5728

EMAIL: blinehart@republicparking.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 Ty Stafford

TITLE: CEO DATE 08/15/2018

NOTICE TO RESPONDENTS

ITN AP 56-18

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **4:00 p.m. (CST) August 15, 2018**, for **Management of Parking Facilities at Destin-Fort Walton Beach (VPS) Airport**.

Interested respondents desiring consideration shall provide one (1) original and six (6) copies (total of 7) of their Invitation to Negotiate (ITN) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

A **mandatory** pre-proposal conference will be held at **9:00 AM** local time on **July 31, 2018** at the **Destin-Fort Walton Beach (VPS) Airport** located at 1701 Florida 85, Eglin AFB, FL 32542. *Please RSVP to Purchasing Department*

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m. (CST) August 15, 2018** in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**Management of Parking Facilities at Destin-Fort Walton Beach (VPS) Airport**". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal 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 proposals received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision will be final.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows:

ITN AP 56-18

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

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain, Chairman

SECTION I

INVITATION TO NEGOTIATE REQUIREMENTS

PROJECT #: ITN AP 56-18

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 Pensacola to Panama City. Currently, four commercial airlines operate from the Airport, carrying about 1,175,000 passengers per year. This traffic consists mainly of originating and departing passengers utilizing fifty-four daily flights offered by Allegiant, American, Delta, and United. Since 2016, VPS has been one of the fastest growing airports in the country with a total passenger increase of 44%. 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. Ticketing, baggage check-in, baggage claim, and certain concessions such as the rental cars are on the first floor. Food, beverage, news, and gifts concessions are located on the first and second floors.

1.1 SCOPE OF WORK: The Destin-Fort Walton Beach Airport is requesting invitations to negotiate 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 1,673 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: Short Term and Long Term Parking and the Long Term (Credit Card Only) Parking Lot. The Facilities shall also include all ancillary parking exit and entry lanes, driveways, gates and all equipment, including entry and exit lane equipment, computerized parking control systems, and camera 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. The parking facilities are expected to grow up to 1,000 additional parking spots during the duration of the contract.

This Scope of Work is not intended to be an exhaustive description of all 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 Airport 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 60 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. Install new AVI access control readers to administrative and employee parking lots, and to Taxi and pre-arranged ground transportation pick-up areas or other areas deemed necessary by Airport.
4. 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.
5. Provide personnel to manage the Ground Transportation Operations seven (7) days per week, twenty-four (24) hours per day.
6. Provide and manage Shuttle service to the parking lots from the time the airport opens until after the last aircraft arrival of the day, seven (7) days a week.
7. Provide a plan to improve operational efficiency by reducing the cost of parking operations while improving customer service, safety, and revenue growth.
8. Enhance net parking revenues, while ensuring the goals above are not compromised.
9. 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.
10. Provide plan to protect parking revenues, to include equipment, policies, and procedures for PCI compliance.
11. Install three (3) electric car charging stations.
12. Provide analysis of long/short term parking rates for like sized airports in the State/Country and present proposed rates for VPS.
13. Provide Airport with capabilities of managing and permitting Ground Transportation services, such as taxicabs.
14. Provide plan to upgrade traffic directional signs throughout the Airport

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 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: 12 July 2018
Advertise (30 days)	Date: 16 July 2018
Mandatory Pre-Proposal Meeting and Site Survey	Date: 31 July 2018, 9:00 a.m.
Questions from potential proposers due	Date: 7 August 2018, 4:00 p.m.
Issue Addendum (if necessary)	Date: 10 August 2018
Proposal Response Due	Date: 15 August 2018, 4:00 p.m.
Short List Announcement	Date: 29 August 2018
Release of Supplemental Questions	Date: 5 September 2018
Oral Presentation/Demonstration with Responses	Date: 26 September 2018 <i>same day</i>
Proposal Selection	Date: 27 September 2018
Negotiations and Board Approval by	Date: 19 October 2018
Outsourced Support Transition Begins	Date: 31 October 2018
Transition Complete	Date: 31 December 2018

1.5 PROCEDURES

1. RSVP attendance of Pre-Proposal Meeting and Site Survey NLT July 30, 2018, 4:30 pm by sending an email to dmason@myokaloosa.com.
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 to Okaloosa County Purchasing, to dmason@myokaloosa.com.
4. Receipt of Proposals to include the respondent's Proposal Functionality Declaration. Send proposals to Okaloosa County Purchasing, 5479A Old Bethel Road, Crestview, FL 32536. Proposals received after the deadline will not be considered.
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 or through a hybrid approach using a webinar 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.

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 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)**
2. 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)**
3. Vendor's plan to improve operational efficiency by reducing parking operations cost while improving customer service, safety, and revenue growth. **(20 points)**
4. Vendor's presentation for analysis of long/short term parking rates for like sized airports in the state/country **(15 points)**
5. Vendor's experience with updating traffic control signs and installing electric vehicle charging stations **(10 points)**
6. Vendor's experience with permitting and managing Ground Transportation Services such as taxicabs and shuttle services. **(10 points)**
7. Vendor's previous performance (confirmed by references). **(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.
4. 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 BidNet's Florida Panhandle Purchasing Group 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

REVISED: 06/08/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such 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.
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. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation 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 of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. 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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. 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
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

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. Worker's 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

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.

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage 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, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' 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, an 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 and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the 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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and 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
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITN & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> . To access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the proposal 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 proposal. 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 proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

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 ninety (90) 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 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

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. Title VI Solicitation Notice - The Okaloosa County Board of County Commissioners**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- 32. Procurement Challenge** - Any adversely affected person who desires to file a formal protest to this ITN must do so in accordance under chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

- 33. The following documents are to be submitted with the proposal packet:**
 - A.** Drug-Free Workplace Certification Form
 - B.** Conflict of Interest
 - C.** Federal E-Verify
 - D.** Cone of Silence
 - E.** Recycled Content Form
 - F.** Indemnification and Hold Harmless
 - G.** Company Data
 - H.** Sam Data Form
 - I.** Addendum Acknowledgement
 - J.** Certification Regarding Lobbying Proposal Sheet

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: 08/15/2018

SIGNATURE: 

COMPANY: Republic Parking System, LLC

NAME: Ty Stafford

(Typed or Printed)

ADDRESS: 633 Chestnut Street, Suite 2000

Chattanooga, TN 37450

TITLE: CEO

E-MAIL: tstafford@impark.com

PHONE NO.: 423-756-2771

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: Republic Parking System, LLC

BY (PRINTED): Ty Stafford

BY (SIGNATURE):  _____

TITLE: CEO

ADDRESS: 633 Chestnut Street, Suite 2000, Chattanooga TN 37450

PHONE NO.: 423-756-2771

E-MAIL: tstafford@impark.com

DATE: 08/15/2018

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.

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

DATE: 08/15/2018

SIGNATURE: 

COMPANY: Republic Parking System, LLC

NAME: Ty Stafford

ADDRESS: 633 Chestnut Street, Suite 2000

TITLE: CEO

Chattanooga, TN 37450

E-MAIL: blinehart@republicparking.com

PHONE NO.: 423-756-2771

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 Republic Parking System, LLC
Signature Company Name

On this 15 day of August 2018 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.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the proposal: Virgin _____ or Recycled (Check the applicable blank). If recycled, what percentage 100 %.

Product Description: Parking Management Services

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: NA

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: NA

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Bob Linehart, Senior Vice President


E-Mail: blinehart@republicparking.com

INDEMNIFICATION AND HOLD HARMLESS

Respondent 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 intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Republic Parking System, LLC

Respondent's Company Name


Authorized Signature – Manual

633 Chestnut Street, Suite 2000, Chattanooga, TN 37450

Physical Address

Ty Stafford

Authorized Signature – Typed

Same as physical address

Mailing Address

CEO

Title

423-756-2771

Phone Number

423-265-5728

FAX Number

423-595-1977

Cellular Number

423-756-2771

After-Hours Number(s)

08/15/2018

Date

tstafford@impark.com

Email Address

COMPANY DATA

Respondent's Company Name: Republic Parking System, LLC

Physical Address & Phone #: 633 Chestnut Street, Suite 2000

Chattanooga, TN 37450

423-756-2771

Contact Person (Typed-Printed): Bob Linehart, Sr. Vice President

Phone #: 423-756-2771

Cell #: 423-595-1977

Email: blinehart@republicparking.com

Federal ID or SS #: 59-1162686

DUNS #: 04-775-0328

Respondent's License #: M16000009638

Fax #: 423-265-5728

Emergency #'s After Hours,
Weekends & Holidays: 423-595-1977

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 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 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.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(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: Republic Parking System, LLC

Entity Address: 633 Chestnut Street, Suite 2000

Duns Number: 04-775-0328

CAGE Code: 1ZH36

LOBBYING - 31 U.S.C. 1352, as amended

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:

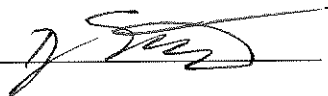
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence 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

3. 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.

The Contractor, Republic Parking System, LLC, 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

Ty Stafford, CEO Name and Title of Contractor's Authorized Official

08/15/2018 Date

Standard Contract Clauses

Exhibit "B"

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:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor

will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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
 - 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 or 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, 1986 (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 provider, 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.



DESTIN FORT WALT AIRPORT



Proposal for Management of Parking Facilities

Destin-Fort Walton Beach, FL

August 2018

 ORIGINAL

 **REPUBLIC
PARKING**
an **impark** company

633 Chestnut Street, Suite 2000
Chattanooga, TN 37450

T 423.756.2771 | F 423.265.5728

republicparking.com



August 13, 2018

Mr. Jeffrey Hyde
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Rd.
Crestview, FL 32536

Dear Mr. Hyde:

Re: PROPOSAL FOR THE MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT WALTON BEACH (VPS) AIRPORT

Republic Parking System is pleased to submit this proposal for the management and operation of public parking facilities at the Destin-Fort Walton Beach Airport. Our proposal illustrates our knowledge, experience, financial ability, and skilled personnel that will be used to properly implement a first-class parking operation for your airport.

These items are also evident by our performance for the past several years as your existing parking operator and creating and implementing similar parking services for seven other airports in the state of Florida and twenty-four total in the Southeast Chapter of the AAAE. We have been members of the Florida Airport Council for more than fifteen years. In the past month, Charleston International Airport selected Republic to provide shuttle services to its passengers.

Republic Parking System exceeds all minimum qualification requirements set forth in this Invitation to Negotiate document and we have visited and reviewed the airport and potential operation. In addition, you will find we have been fully responsive to the proposal requirements.

We have extensive parking experience, currently serving 72 airports in the United States with the Charleston passenger shuttle, Boise Airport in Idaho, and Paine Field Airport in Washington scheduled to begin service later this fall making 74 airports in total (Republic already serves Charleston in another service). We have been in the airport parking, shuttle and ground transportation business since 1965. In the mid 1970's, we entered the municipal parking business. We have maintained a separate Airport Division for the past five decades. This stability and commitment to the industry allows us to have an unsurpassed reputation for honesty, integrity and performance.

In 2016, we decided to sell Republic Parking System to Impark, the largest parking company in Canada. We explain the rationale behind this decision in the historical profile section of the proposal. We will continue to operate as a separate Airport Division under the Republic Parking System brand.

We invite you to call our clients and your colleagues listed in the reference section of our proposal. We will have a dedicated manager of our services at the airport.

Republic Parking System, LLC
633 Chesnut Street, Suite 2000
Chattanooga, TN 37450

T 423.756-2771
F 423.265.5728
republicparking.com



Republic Parking System realizes the importance of a first-class parking operation for the airport. Our employees often provide the first and last impression of the airport. For this reason, we take great care in hiring, orientation, and training of our employees. We know that an operation with well-operating equipment and a professional, courteous staff is of prime importance to the success of your Airport. That is why we have proposed an operation that comes complete with training, supervision, technology, and equipment to achieve that important goal.

We have provided a robust PARCS and ground transportation equipment proposal that creates several customer service enhancements. We have installed a similar PARCS system at St. Petersburg Clearwater, Orlando Melbourne, Sarasota Bradenton, Daytona Beach, Pensacola, and Tallahassee International Airports. This concentration and similarity in systems in the region create a greater level of support from the manufacturer and specific knowledge and familiarity within Republic Parking System to insure you have the highest level of service from the PARCS. Additionally, we provide a Regional Director dedicated to serve all of our Airports in Florida. While we have support resources throughout the United States and the southeast, but we take pride in providing specific regional support.

One of our main strengths is creating partnerships with the airport clients we serve that foster superior operations and customer service. We are confident of our ability to continue to provide the Destin-Fort Walton Beach Airport with the highest level of customer service and parking management.

We sincerely hope to be selected to serve you and look forward to the opportunity to work closely with the airport staff in serving the needs of customers using the airport.

If I can answer any questions, please do not hesitate to contact me.

Sincerely,

Robert V. Linehart
Senior Vice President
Airport Division

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MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18



INVITATION TO NEGOTIATE (ITN) & RESPONDENT'S ACKNOWLEDGEMENT

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

ITN NUMBER:
ITN AP 56-18

MANDATORY PRE-PREPROPOSAL MEETING: July 31, 2018 9:00 A.M. cst
LAST DAY FOR QUESTIONS: August 7, 2018 4:00 P.M. cst
ITN OPENING DATE & TIME: August 15, 2018 4:00 P.M. cst

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

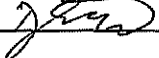
Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this ITN are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "ITN Title", "ITN Number" and the "ITN Due Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal 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 Republic Parking System, LLC
MAILING ADDRESS 633 Chestnut Street, Suite 2000

CITY, STATE, ZIP Chattanooga, TN 37450
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 591162686
TELEPHONE NUMBER: 423-756-2771 EXT: _____ FAX: 423-265-5728
EMAIL: blinchart@republicparking.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 Ty Stafford
TITLE: CEO DATE 08/15/2018

Rev: September 22, 2015

EXPERIENCE & OPERATIONS INFO

Capabilities & Experience

History & Experience

Republic Parking System is one of the largest parking management firms in the country and an industry leader in airport parking and ground transportation management services. With a dedicated Airport Parking Management Division and 72 Airport clients, we provide parking, shuttle, ground transportation, taxi starter, luggage cart, and valet parking management services for airports throughout the country.


Republic was founded by James C. Berry in 1966. From our beginning with one employee and first year revenue of \$50,000, Republic Parking System grew into a \$365 million business. We have served our clients honestly, eagerly and professionally for more than 50 years.

Mr. Berry passed away in 2013. He planned for succession by naming three of the company's executives along with three family members as trustees of the company. While evaluating the future of Republic and the best path forward for the company, its clients, and employees; the trustees determined that selling the company was in the best interest of all parties.

Several firms and investment groups expressed interest in acquiring Republic. However, the trustees agreed that if the company was to be sold, it should be sold to a company with similar goals and objectives in which Mr. Berry founded and built the company: dedication to its clients, strict revenue control, compassion for its employees, and a service attitude of excellence. After a rigorous evaluation and due diligence process that lasted well over a year, in 2016 the trustees agreed to accept a purchase agreement by Imperial Parking Corporation (Impark).

Founded in 1962, Impark is headquartered in Vancouver, BC and with the acquisition of Republic Parking System is now the second largest parking management firm in North America. Impark is an industry leader in delivering high-end parking and transportation services. Impark's family has grown to over 9,000 employees across more than 240 cities, servicing over 3,500 locations, and generating \$1.5 billion in revenue.

Impark is an employee-focused organization, ensuring enhanced customer service and value-driven solutions to maximize client parking assets and revenue generation. Impark has many experts that specialize in a variety of industries, including: airports, commercial buildings, education, healthcare, hospitality, municipalities, residential, retail, and sports/entertainment. In 2012, Impark was acquired by the Ontario Teacher's Pension Plan based in Toronto, Canada. The Ontario Teacher's Pension Plan



52 YEARS EXPERIENCE

2018

- 2,800 Employees
- \$360,000,000 Revenue
- 759 Locations
- 250,000 Spaces

Airport

- 72 Airports
- 110,000 Spaces
- 18 Million Transactions
- \$185,000,000 Revenue

Urban

- 140 Urban Clients
- 628 Locations
- 144 Municipal Locations
- 500,000 Spaces
- \$200,000,000 Revenue

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

with more than \$170 billion under management owns several companies and gives Impark and Republic tremendous financial resources and strength which will contribute to their market leading position.

Under Impark, Republic continues to operate a dedicated Airport division committed to the unique demands and needs of its airport clients. With the combined strength and synergy of the two companies becoming one entity, you can be assured we will continue to serve our clients and customers with the same personal service, dedication, and excellence.

Scope of Parking Operations

The foundation of Republic Parking System has been built on our approach of "Focusing on the Fundamentals" of parking management. We support this approach by delivering the following:

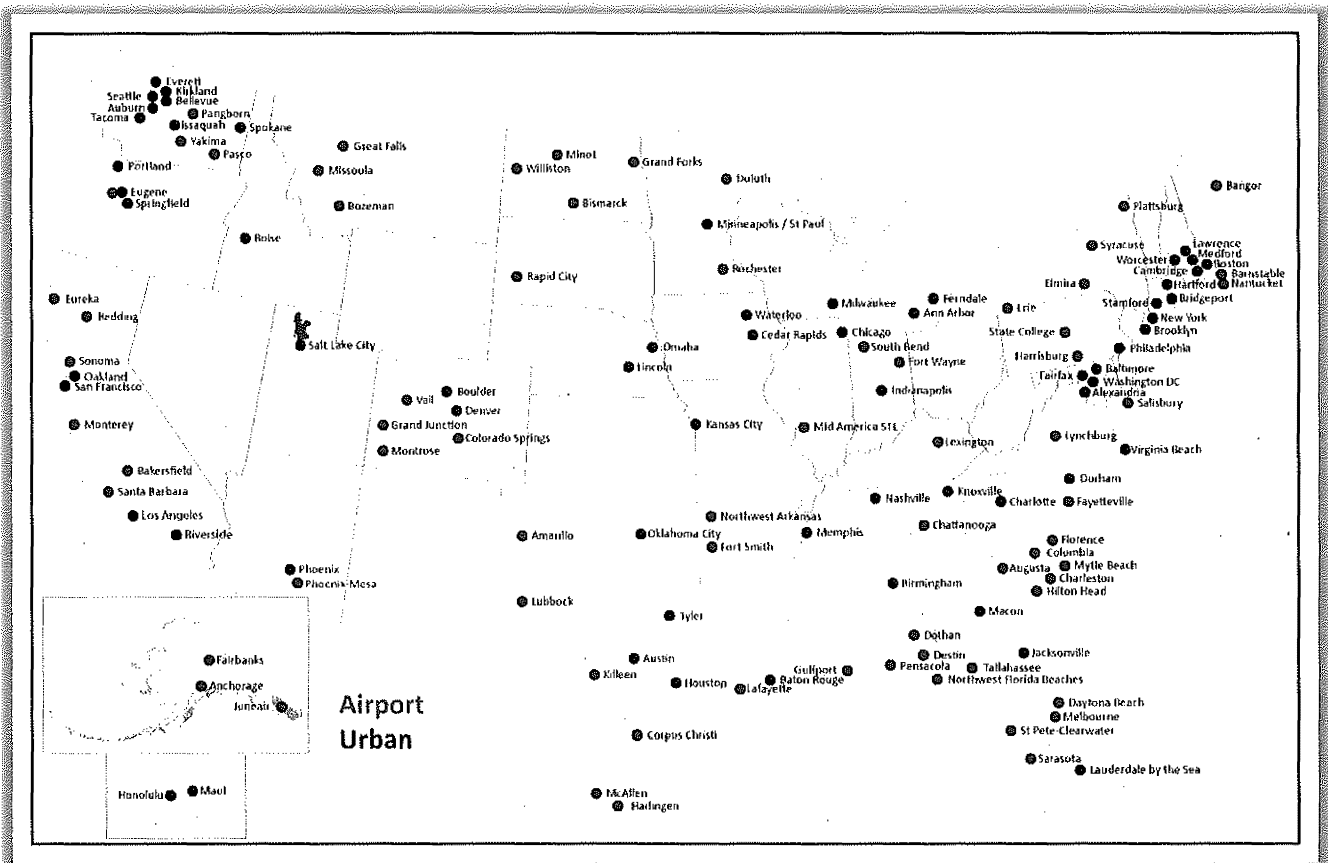
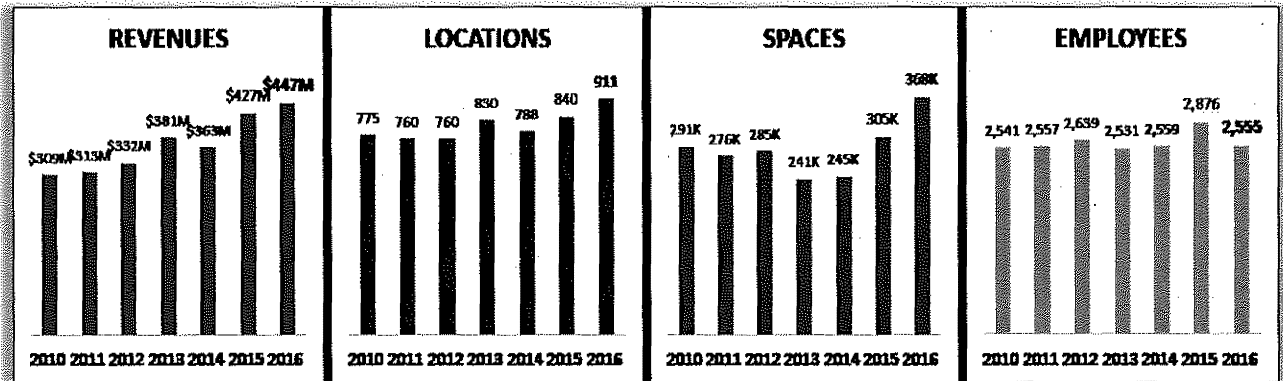
- high-quality revenue control equipment
- non-resettable counters
- proper accounting and auditing controls
- detailed facility maintenance plans
- competent management and office personnel
- pro-active senior management
- ongoing training of staff at all levels

The vision of Republic Parking System is to provide the greatest value to our client by maximizing financial returns and providing the peace of mind that comes from knowing that their customers are receiving an excellent parking experience.

We have expanded through the years because of our ongoing ability to adapt to the ever-changing needs of our clients. Our management experience is diverse in both the Private and Municipal sectors. Our portfolio includes: airport operations, shuttle bus operations, taxi starter services, large mixed-use, office, medical, stadium, parking garages, surface parking lots and complete on-street parking management.

We have been fortunate to work with several clients over the past 50 years with whom we have developed great partnerships. We have provided a few as references on the following pages, which include facilities similar in size and scope to your operation. We encourage you to contact our clients to hear first-hand the level of service we provide. In fact, Republic has successfully maintained many of our airport parking management contracts for several years, despite repeated competitive re-bids.

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Key Personnel

Led by our founder's principals (James C. Berry), Republic Parking System is committed to being the best in the industry. Guided by dedication to honesty and integrity, combined with a management team with over 250 years of combined hands-on experience, Republic Parking System is uniquely qualified to meet the challenges and ever-changing needs of your facility. Our track record of success has generated strong endorsements from our clients.



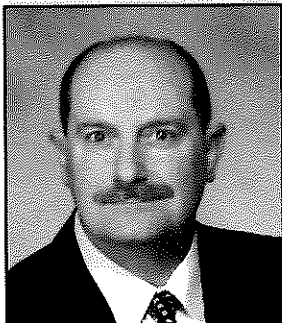
Ty Stafford
President & CEO Impark

Ty Stafford joined the Impark/Republic team as President and CEO on January 1, 2017. In his role, Ty is responsible for leading the organization and ensuring that corporate values, goals and results are achieved. Ty has over 28 years in the customer service industry with broad cross-functional experience in P&L management, sales, HR, operations and customer service. He spent the prior 17 years at Securitas Security Services as a senior level executive leading a network of 80 field offices and 14,000 employees. He earned a bachelor's degree from Lander University and serves on the Board of Directors of Impark.



Robert Linehart
Senior Vice President, Airport Division

Bob joined Republic Parking System as vice president of the airport division in 2004 and was promoted to executive vice president and chief operating officer of the division in 2010. In this role, Bob has responsibility for all operations, business development, and contract retention for our airports clients in the United States. He graduated from Oral Roberts University in 1983 with a B.S. in business.



Daniel J. Lassiter, CAPP CPP,
Regional Director

Daniel brings over 30 years of parking and hospitality management to Republic Parking. Daniel started his career first in hospitality management, where he developed the skills necessary to assess clients' and customers' true needs and expectations. In 1995, Daniel entered the parking industry, quickly adapting to all emergent situations, directing resources where required to meet goals by maintaining well organized teams, cultivating awareness and self-actualization of personnel, and building increased investment in operations and organization. Daniel held positions in diverse markets including Nashville, TN; Louisville, KY; Columbus, OH; Charlotte, NC; Washington, DC; Baltimore, MD and Chicago, IL. This level of

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expertise, both from the client and operations perspective, allows Daniel to lead Republic Parking in delivering industry Best Practices. Daniel is a member of the National Parking Association and the International Parking Institute. Daniel earned his bachelor's degree in business administration from Franklin University.



Benjamin D. Wolfley
Chief Financial Officer

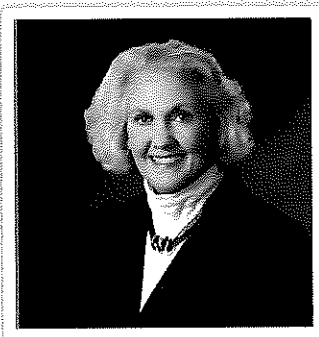
Ben has more than 20 years of experience in accounting and finance, including several positions as a principal financial executive. As a senior financial executive, Ben has engineered public offerings, financing, private debt and equity placements ranging from \$1 million to \$400 million. Ben holds a BS degree in accounting from the University of Utah and is a certified public accountant.



Alan Doherty
Senior Vice President-Revenue Control

Alan has over 40 years of parking operations and management experience. During his tenure at Republic Parking System, he has gone from manager to vice president to senior vice president. His wide range of experience in all aspects, and at all levels, of the parking industry is a tremendous asset to our clients. The Revenue Control Department is responsible for the evaluation, selection and procurement of revenue control systems, the development of revenue control policies and procedures, internal audits, and the management of Republic

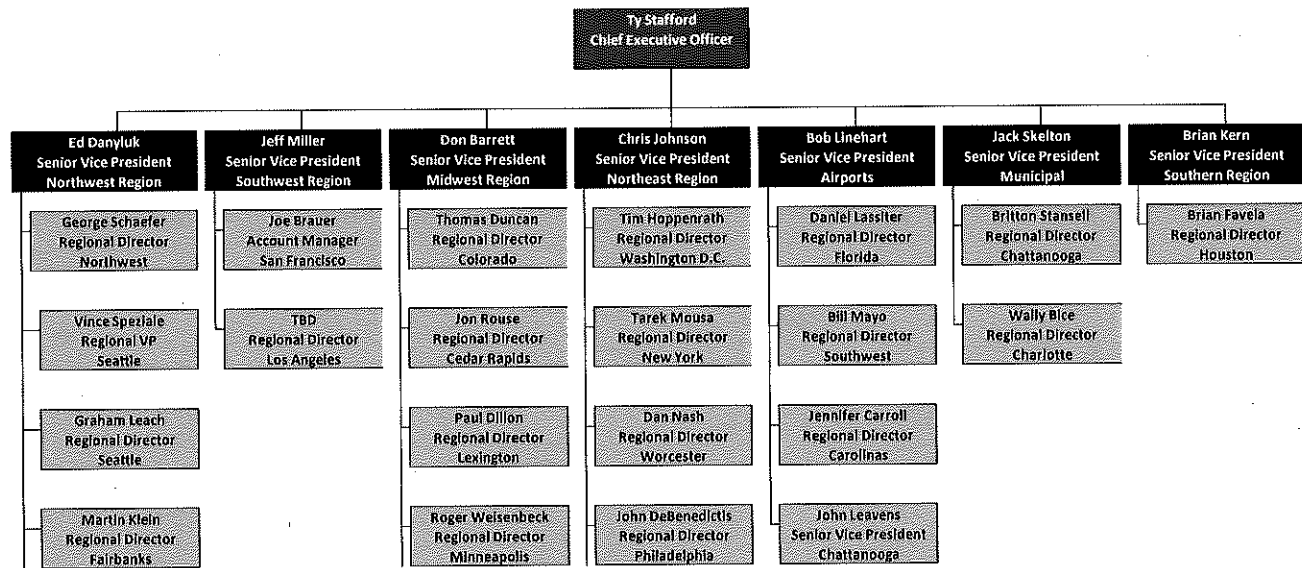
Parking System's credit card merchant accounts.



Jan Veal
Director of Human Resources

Ms. Veal has an M.S. Degree in Industrial Organizational Psychology and over 25 years professional experience in diverse human resource settings and educational environments. She joined Republic Parking System in 2006 as a Human Resource Specialist and was promoted to Director of Human Resources in March 2011. As director, she provides support, training, and consultation to over 2,800 hourly and management staff members. Ms. Veal graduated from University of Tennessee at Chattanooga.

Republic Parking System Corporate Organizational Chart:



Recruitment and training policies and procedures

Republic Parking System recruits new employees from a variety of sources, including newspaper advertisements, internet job postings, referrals and other recruitment techniques as necessary.

Internet Job Posting

Republic Parking System has a national account with CareerBuilder.com and Craigslist. Job openings are typically posted online for thirty days. Respondents email their qualifications to a central email address or to our Human Resources website, based upon the specific personnel needs of a geographic location. Candidate's application information is screened and, qualified candidates undergo phone and face-to-face interviews.

Newspaper Advertising

This is the most generally accepted way to attract employees but a last resort due to increased expense. In an economy with high unemployment, a single ad can produce many quality applicants.

Hiring and Orientation Process

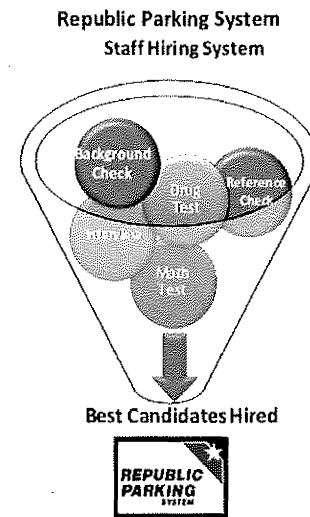
Republic Parking System's hiring and orientation process can be summarized as follows:

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- **Pre-employment screening** — the success of any parking program begins with the recruitment and hiring of the proper caliber of staff. Several pre-employment procedures ensure that only the best applicants are hired for your airport operation.

From criminal records checks to credit problems, as well as, honesty and integrity testing, Republic Parking System conducts a complete evaluation of every potential new hire. To ensure compliance with our company's employment policies, employees are not allowed to work until all pre-employment testing shows satisfactory compliance with our standards.

- **Reference checks** — for all potential applicants, we conduct two telephone reference check, attempting to obtain references from the applicant's two most recent employers.
- **Interviews** — Republic Parking System uses an interview method called "Targeted Selection". The Targeted Selection Interview enables the interviewer to evaluate the applicant's proficiency in sixteen dimensions using a structured interview format. A profile is developed for each applicant and is compared with a model profile, and also with the profiles of other applicants.
- **Background checks** — references are checked with previous employers to determine the quality of work, performance, and reason for leaving. First Advantage, an outside consulting firm, performs a detailed background check. The report includes criminal history, credit, social security match and verification, and motor vehicle records. After the rigorous interviewing and screening process, an offer is made to the best candidate.
- **Drug screening** — if an airport location requires drug screening, Republic Parking System will contract with a local, qualified screening company to do the testing. We normally recommend drug screening for individuals who drive vehicles or operating heavy machinery.
- **New Hire Paperwork (Application, I-9, W4)** — new hire paperwork packages are distributed and completed before a new hire is allowed to report for work.
- **New employee orientation** — all aspects of employment and operations are covered during a comprehensive employee orientation program which is conducted by our manager and our regional manager.



Employee Training

Republic Parking System has developed the most effective training materials used in the parking and transportation management industry. We take a "hands on" approach to training and development, personally monitoring the progress of each employee. By continually communicating with management and their employees, we can quickly identify needs for additional training. Ongoing customer service workshops are conducted for employees who interface directly with patrons. By providing employees

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with a clear, consistent message of customer relations, we develop employees who are always in tune with the needs and demands of the public.

Jan Veal, Director of Human Resources, conducts training seminars on several of the personnel related topics discussed in this section. The management team will conduct on-site training with employees as well.

Online Employee Training Program

Republic Parking System provides a structured online training program for all managers and other personnel. This e-learning training program consists of customized ADOBE flash-based courses, quizzes, interactions, assessments and surveys. The employee's participation is graded and evaluated, and their progress is tracked online to ensure satisfactory understanding. In addition, our executive management team conducts webinars that provide live interaction with your employees.

The online training program consists of the following modules:

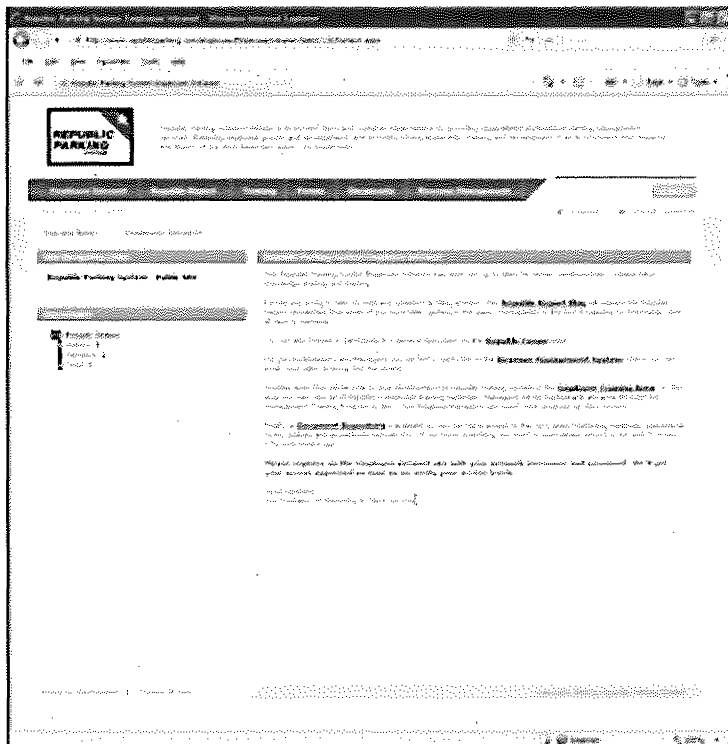
MANAGEMENT DEVELOPMENT	PARKING MANAGEMENT	ADMINISTRATION
Basic Supervision	Parking Geometrics	Employee Separation
How to Hire Good Employees	Utilization Analysis	Payroll Processing
Delegation	Revenue Control	PCI Compliance
Dynamic Decisions	Customer Amenity Programs	A/P Processing
Basic Employment Law	Facility Auditing	PARIS A/R System
Savior Faire	Monthly Reporting	Revenue Mgmt. System
Working Smarter		

Where appropriate, the module is accompanied by a field training manual, worksheets and sample materials.

Our management training program turns out well developed, multifaceted managers who are successful in managing complex properties and transportation systems for our clients and our company.

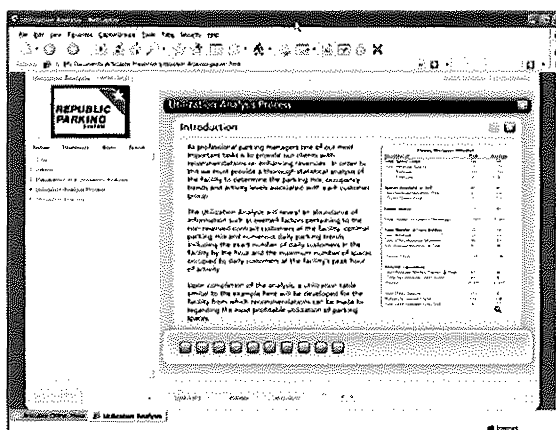
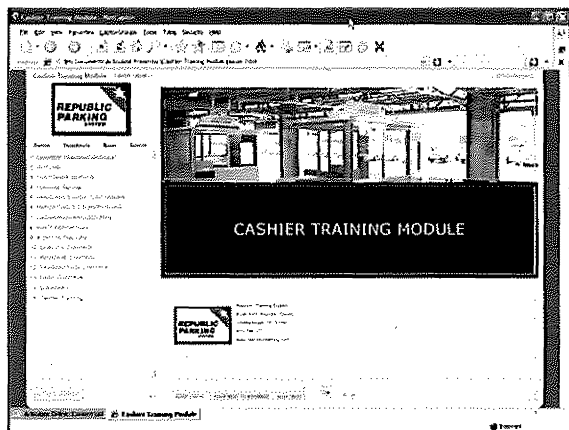
E-Learning Training Courses

The e-learning courses are accessed via Republic Parking System's Employee Intranet. The Intranet also makes available our company blog, Republic Report, key documents and provides access to our Revenue Management System where all daily revenues are posted and tracked.



The actual e-learning courses are Adobe Flash-based and are interactive in nature with audio, video and graphic support, which is proven to make learning faster and retention more likely.

Sample Modules

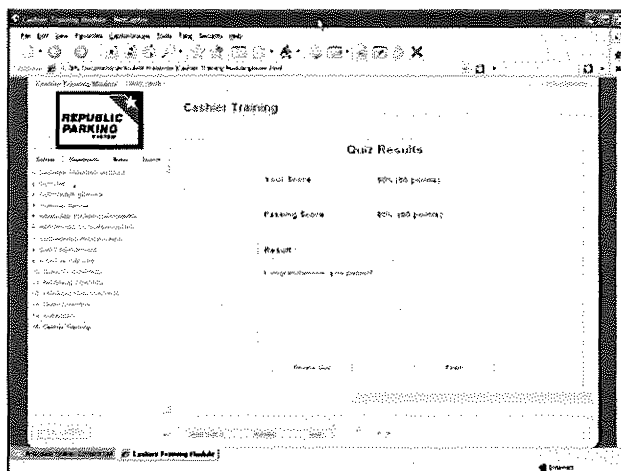
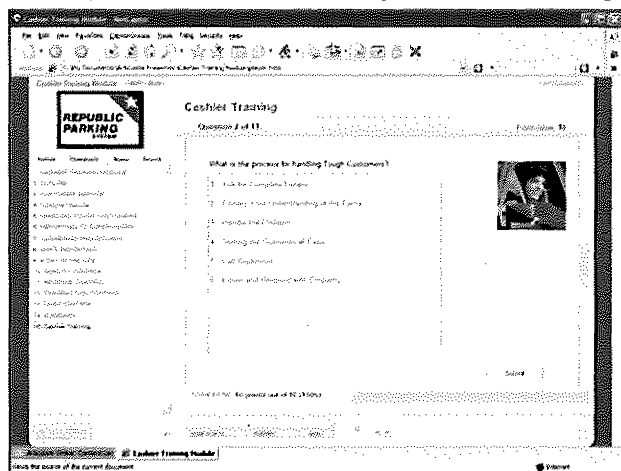


These modules are typical of the e-learning training courses provided. The detailed material is reviewed using PowerPoint type slides as well as ten (10) different types of interactive material presentation methods.

Quiz/Evaluations/Surveys

The quizzes or surveys presented at the end of each e-learning course provide 21 different graded and survey question types – including true/false, multiple choice, fill in the blank, matching, hotspot, Likert scale and more. The Quizmaker allows us to:

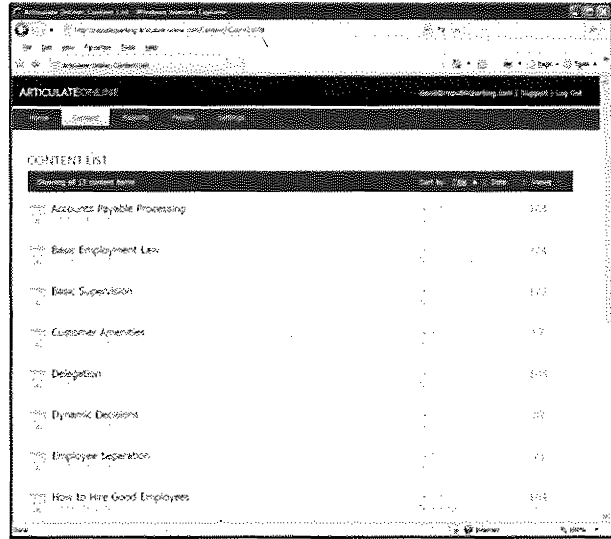
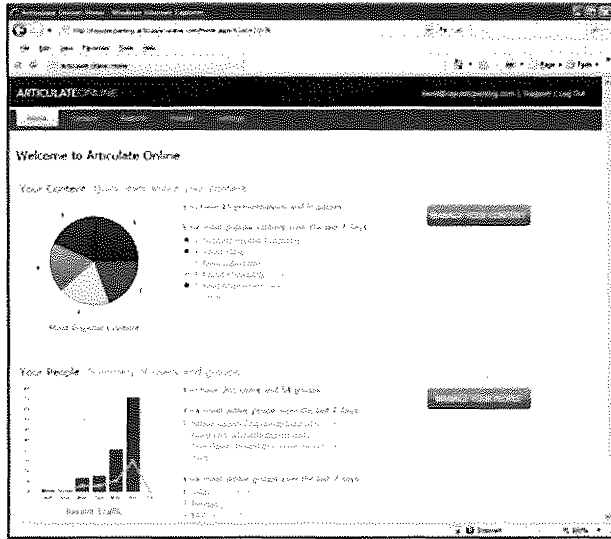
- Provide feedback (or not) based on quiz-takers' responses.
- Incorporate images and Flash movies to add interest and clarity to questions.
- Display results and specify actions that quiz takers follow based on their scores.
- Customize buttons and labels with the choice of text and language.
- Brand our quizzes with custom colors and sounds.
- Capture quiz results through e-mail and integrate with our Articulate Online account.



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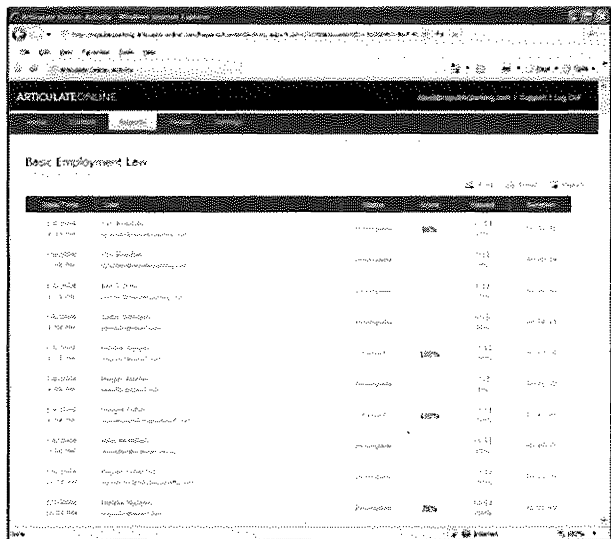
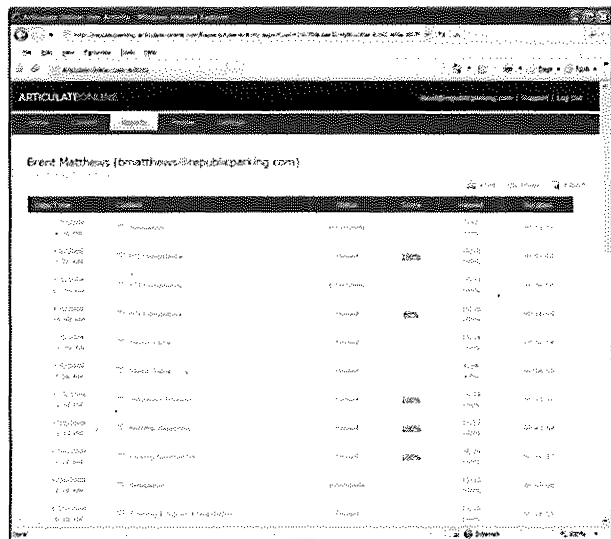
Online Program Management

The training program is fully managed and monitored via the internet. User activity, progress and history are fully detailed for the life of the program and can be accessed by Executive Management at any time from any internet connection.



Reporting

The system has a comprehensive reporting capability that can track usage by employee, group of employees, content etc. It gives detailed reports on the effectiveness of the content and allows us to modify training material to better serve the needs of the staff.



Webinars

In addition to the structured e-learning courses, Republic Parking System also utilizes internet-based webinars, using GoToWebinar.com. This service allows authorized, invited users to view the material directly from the Webinar Administrator's computer. This includes PowerPoint presentations, documents, software demonstrations and any type of material that can be electronically shared.

GoToWebinar™ Web Events Made Easy

Date Range: Jun 26, 2006 15:04:56 to Jun 26, 2006 15:41:08 (GMT -7:00) Pacific Time (PST and Canada), Toronto

Attendee Report: 4 attendees

General Information

Date	Start Time	Scheduled Duration	Actual Duration
Mon, Jun 26, 2006	3:04 PM PDT	3:30 Min	40:15 Min

Registrants/Attendees

Registered	Opened Invitation	Clicked Registration Link	Total Attended
4	0*	4	5

*Invitations that have not been opened

Attendee Details

Interest Rating	Attended	First Name	Last Name	Email Address	Email Verified	In-Session Time	O & A	Polls	Surveys
32	Yes	John	Smith	john@email.com	Yes	Join: 3:06 PM Exit: 3:39 PM Duration: 32:83Min			
31	Yes	Mary	Edwards	mary@email.com	Yes	Join: 3:05 PM Exit: 3:39 PM Duration: 33:55Min			
20	Yes	Bob	Doe	bob@email.com	Yes	Join: 3:11 PM Exit: 3:42 PM Duration: 30:5Min			
20	Yes	Susan	Roberts	susan@email.com	Yes	Join: 3:05 PM Exit: 3:38 PM Duration: 32:77Min			

We typically present these webinars on a periodic basis so if a manager misses one session they can view similar material during the next session. In addition to training, the webinar format is used to allow smaller, regional online meetings which save valuable time and money.

Other relevant documents incorporated into training include: Corporate SOP Manual, Local SOP Manual, and Management Training Manual. These documents are available for review upon request.

Financial Management and Revenue Control Systems

Total revenue control starts with control and balancing of the three basic functions within the parking operation: ticket control, transaction control and cash/revenue control. Over the years Republic has developed very stringent and detailed methods creating total accountability and audit trails for each of these categories.

Standard Operating Procedures (SOP) Manual

All control starts with detailed directives and responsibilities. Republic Parking uses customized Standard Operating Procedures (SOP) manuals for all airport locations.

Ticket Control

This chart demonstrates the controls in place from the purchase of ticket stock through the collection and reporting of the revenues to the county. The basis for a sound revenue control system is the control of the inventory item.

In parking, our inventory is the parking space, but the control item is the ticket. All tickets are tracked from the time they are ordered. All tickets are entered "in" to the Ticket Inventory directly from the invoice. When a machine needs tickets the next group of sequentially numbered tickets are distributed to the machine and noted as "out" in the Ticket Inventory Log.

Tickets are always issued in sequential order. The date and time of issue is imprinted on each ticket at the time the ticket is issued either by a ticket machine or manually stamped on a time clock by the cashier. The customer takes the ticket as proof of his entry time and as acceptance of the terms and conditions under which the customer parks the vehicle.

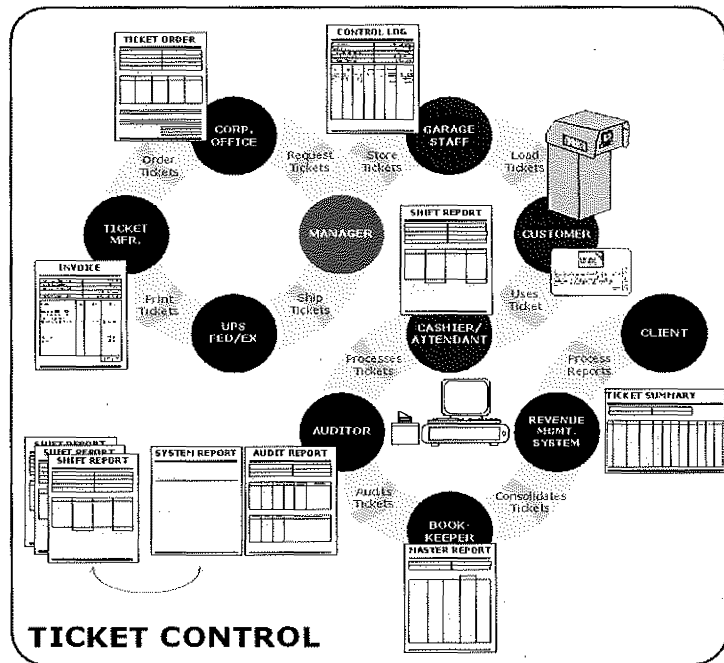
When the customer wishes to exit the facility, he presents the ticket to the cashier for processing. The time of entry is keyed into the computer or read by a bar code reader. The fee computer calculates the correct fee and displays the fee on the customer fee display. The cashier will then collect the fee and place the money in the cash drawer.

All transactions must be processed through the fee computer or stamped on the time clock. Every ticket issued must be collected and accounted for on the cashier shift report. Every shift report is audited to ensure all tickets are returned and all revenue is deposited to the bank.

The audited shift reports are consolidated on the daily master report and reported to the corporate office. Revenue information and statistical ticket information is tracked for management purposes.

The corporate accounting department compiles and distributes the financial statements based on the source documents (master reports, bank accounts etc.) to support the field offices.

The financial statements are then used to compile the client reports.

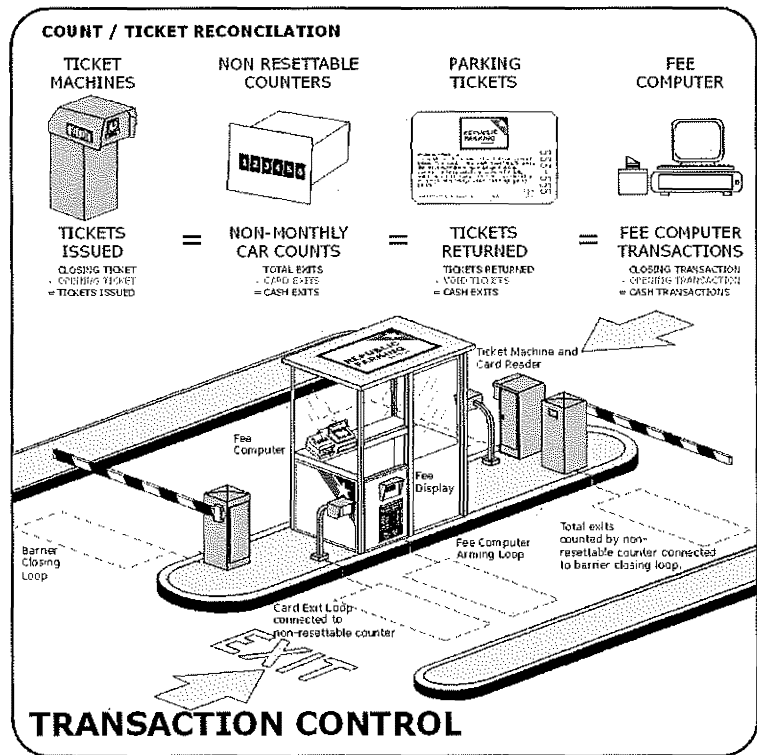


Transaction Control

This chart demonstrates the controls in place for total oversight and accountability of all transactions. It includes details on use of independent non-resettable counters to balance transactions with the automated PARCS.

Non-Resettable Counters

Republic Parking System uses independent non-resettable counters at every exit at every one of our airport client facilities. This is a process that is mandatory for total revenue control, but we have found that most of our competitors rely solely on the automated PARCS. By installing and incorporating the data collected from these counters on every cashier shift report, we can verify that every exit is being monitored.



Transient Exits = (Total Exits – Card Exits)	Tickets Returned = (Tickets Issued – Vehicles in Inventory)	Cash Transactions
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In the ticket control section, this is one of the main mechanisms used to verify that all vehicles are issued a ticket. The counters are connected to the exit loops and will make sure every vehicle that exits the facility will be counted. If the exit count does not match the number of transactions performed and tickets returned, then further investigation is necessary. If vehicles are exiting in some other fashion that the exit lane (i.e. driving out the entrance lane, emergency lane or hopping the curb), then we will take action to make sure all vehicles exit in the proper area. If you do not use independent, non-resettable counters to check the automated system, you do not have complete revenue control.

Cash/Revenue Control

It is essential in a successful parking operation to provide clear and concise procedures for operating your revenue control system. To ensure proper execution of these procedures, Republic Parking creates written transaction procedures and trains all parking personnel in these procedures until they are fully understood and can be consistently performed. Managers, supervisors and cashiers must understand the procedures completely to be able to address unanticipated issues.

When the standardized procedures cannot be followed, the deviations must be clearly noted in a shift event log, providing management and auditors with an easy to understand, documented, explanation of what took place. The log book provides valuable insight, as well as transparency.

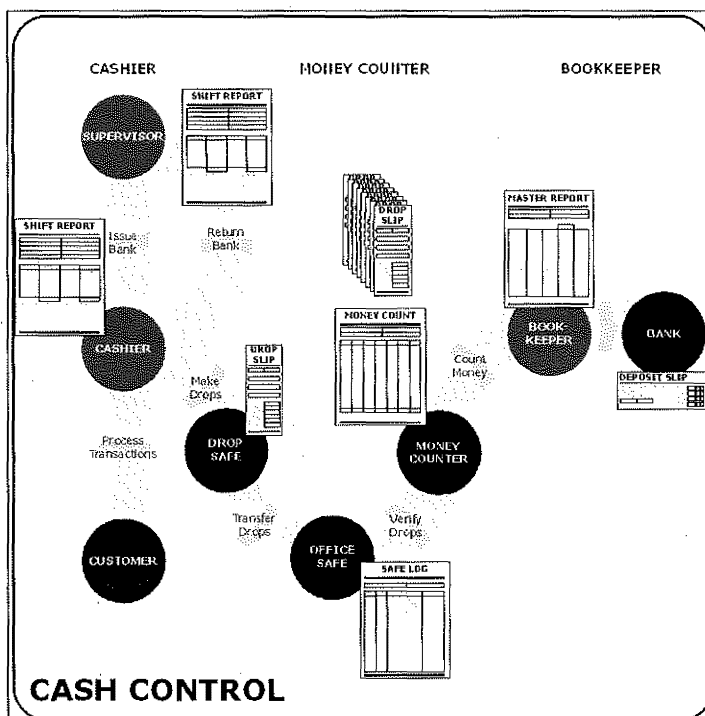
This leads to better understanding by all and a demonstration that proper procedures were followed. Legitimate transactions can be more easily confirmed, without spending unnecessary time to investigate.

Lastly, we review 100% of all exception tickets for compliance with procedures. This includes a 10% audit of all completed lost ticket forms by first verifying the entry date by comparing the license plate number with our inventory, and then contacting the customer to gauge their satisfaction with our service and to verify the amount collected. A record is maintained of all lost tickets so that we can verify if someone may be abusing the system. This procedure is also followed for any other exception transactions that result in free or reduced charges.

The following procedures outline each part of the total cash control process.

Exit Booth

The cashier will charge parking fees as determined using the PARCS equipment. Once the fee has been determined, the cashier may accept cash, credit card or in-state, non-starter checks for payment. The exit gate, which is controlled by the fee computer, will be opened only upon satisfactory payment of parking charges. The cash collected will be placed in the cash drawer of the fee computer.



Office & Reporting

Each day, all payments collected during the shift will be recounted by the cashier, along with a supervisor or manager who compares the totals to the individual shift reports generated or other relevant reconciliation. The entire day's revenue is then recounted as a whole by the manager or assistant manager to prepare the daily bank deposit. All exception tickets will be examined for audit purposes at this time and rechecked upon review of daily reports.

A daily record will be maintained to document the number of tickets issued, tickets collected, transaction totals and revenue collected. Records for each employee will be maintained to monitor cashier overage/shortage.

Cashiering

Every cashier responsible for the collection of money is required to complete the cashier shift report. Each cashier on each shift will comply with the following procedures:

- General
- A unique password or login method will be assigned to each cashier. This will be the means of logging on to the fee computer.
- Each cashier will be given a change fund of a designated amount.
- At the beginning of the shift, the cashier going on duty will observe the following procedures:
 - Log onto the computer.
 - Verify the change fund and place it in the cash drawer.
 - Be in uniform.
 - Have on a name badge/name plate.
 - Verify that sufficient supplies (exception tickets, receipt tape, etc.) are on hand.
 - Turn on the *Open Lane* light.

Normal Cash/Credit Card Transaction

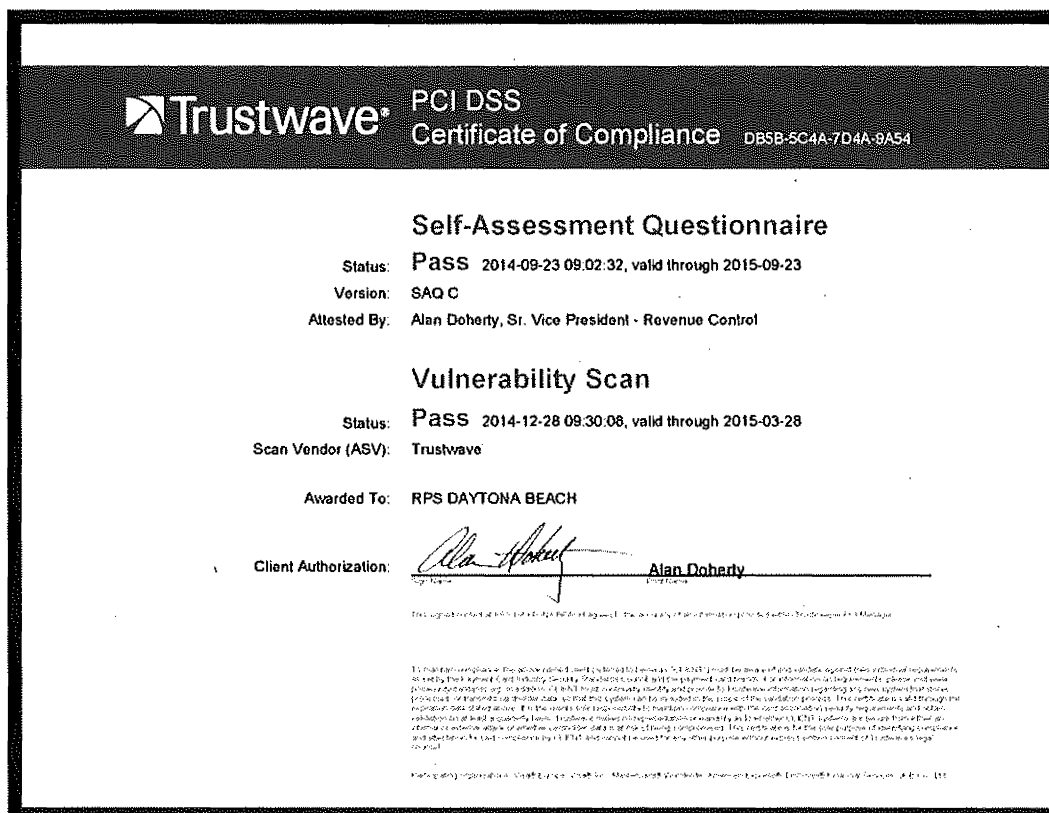
Upon receipt of payment from the patron, the amount (if different from the fee displayed) is keyed in and the amount of the patron's change is displayed. The proper change is given the patron, the "vend" or cash key is depressed, and the gate opens, allowing the patron to exit. The ticket is placed in transaction order in the proper bin to be turned in and reconciled at log-off/shift end.

Credit Card Acceptance/PCI Compliance

Republic Parking System accepts and processes credit cards at every one of our airport locations throughout the United States. Republic offers the most competitive processing rates in the industry due to the volume of revenue we collect. In promoting new technology, we also have experience in web-based payments. Collection of revenue via credit cards reduces cash handling and, therefore, is a much more secure method of revenue collection.

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We will work diligently to maintain PCI compliance. We are totally PCI compliant from a corporate perspective. Our corporate IT team is continually monitoring and testing to ensure our continued PCI compliance. Attached is our corporate certificate verifying compliance.



Personal Checks

Checks are discouraged, but will be accepted, if necessary, and the following criteria are met:

- It must be for the amount of parking fee only.
- It must be a personal check and have the patron's full name, address and telephone number.
- A form will be filled in with the same information, plus the customer's name, date, bank name and check number. This form will be kept on file pending clearance of the check.
- A current driver's license number or Social Security Number.
- The ticket number is written on the check.

Traveler's Checks and Credit Cards

Traveler's checks and credit cards are accepted but must be scrutinized.

- Run through the credit card equipment and receive authorization.
- Comparisons of the signature and the counter signature (when necessary):

- Should be countersigned (when necessary) in the cashier's presence.
- Must be intact - no torn off corners or obliterated control numbers.
- Check for expiration dates on credit cards.

Nonstandard Transactions

Lost Ticket

A lost ticket results from one of three reasons:

- Entry gate was up, and driver did not get a ticket
- Patron misplaced or lost ticket
- Patron purposely disposed of ticket

In all lost ticket instances, the cashier must fill out a lost ticket form. The following information should be taken from the individual's driver's license or other ready means of identification and entered on the form: name, address, date, license plate number, phone, and time.

The license plate inventory should be checked using the computer or inventory sheet to determine the proper charge to the customer. The revenue and lost ticket forms are retained and identified to be audited and then entered in the fee computer.

No Charge Transactions

In addition to validation customers, certain persons may be authorized to exit without charge. Examples of such could be disabled veterans, equipment repairpersons, VIPs, Airport Officials and visiting Republic Parking personnel depending on the Airport's instructions. These tickets will be processed as a normal transaction and the fee will be computed automatically - however, at this point the Cashier will depress the No-Charge or other designated key and the transaction will be finalized as a validated transaction. All No-Charge tickets are considered exception tickets and must be manually audited for proper notations of "Reasons, Authorizations and Signatures".

Breakdown Vehicle Exits

The exiting of a towed vehicle requires special handling: the license number of the towed vehicle will be entered on the ticket and the ticket recorded as "towed". The ticket for a breakdown vehicle is handled as a "no charge" and must be reconciled. The towed vehicle ticket must be collected before the breakdown ticket is reconciled. In the event the breakdown driver does not have the towed vehicle ticket, the Lost Ticket procedure is applied, and the vehicle must be permitted to leave only after proper payment of fees is collected.

Disputed Fees

Except for manually entered tickets, there should be no disputed fees, as in most cases the computer reads the ticket and automatically computes the fee. However, in the event of a complaint, the on-site manager should be contacted, if possible, to handle the situation. A record of such proceedings must be recorded in detail in the Shift Event Log Book.

Insufficient Funds

In the event the customer has no money (or not enough money) and does not have a valid check or credit card and has no ATM card and has no one to bring the necessary funds then an insufficient funds invoice will be issued to the customer. This invoice is a four-part form that will be filled in the customer's information using a valid driver's license. The customer can then mail the amount due to the parking office.

The four copies of this form should be distributed as follows:

- To the customer
- Attached to the daily report to justify the shortage
- 7 day pending file. If payment is not received in 7 days, collection letters are distributed. If the customer does not pay within 7 days of his second notice letter, the insufficient funds notice should be forwarded to the Police, just as if it was a bad check.
- To the employee's file to ensure the cashier is not abusing this policy.

Cash Drops


All cashiers are required to make cash drops throughout their shift to ensure minimum amounts of cash are maintained in the booths. By recording the time and an amount of each cash drop, the cashiers verify compliance with this procedure.

By monitoring cash on hand, the likelihood of the parking booth becoming a target for robbery is reduced. All cashiers' work, as well as cash drop reports, is reviewed by a manager. Consolidated drops are not performed by the individual shifts. Cash Drops are removed each morning and consolidated into a deposit by management and then transported to the bank for deposit.

Cash Accumulation

During busy periods, the amount of money in the cash drawer can become substantial. At the first opportunity, all funds in excess of \$500.00 should be extracted, verified by signature of the cashier and a supervisor, placed in a sealed envelope showing the date, time and amount, and dropped into the drop safe. This procedure lessens the exposure of the cashier and will expedite closing procedures by not having to count and handle this amount at that time.

The Manager or supervisor is responsible for verifying the cash handed in by each cashier agrees with the reconcilable amount of transactions per report and other criteria evidenced by the tickets collected.



Facility _____

Drop Slip

Date: _____

Prepared by: _____

Verified by: _____


Count	Denominations	Amount
	Hundreds	
	Fifties	
	Twenties	
	Tens	
	Fives	
	Twos	
	Ones	
	Other	
Total Bills		
	Halves	
	Quarters	
	Dimes	
	Nickels	
	Cents	
	Other	
Total Coins		
Total Cash		

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Particular attention should be paid to the proper completion of lost ticket forms; full signatures on employee tickets, correct entry and exit times and dates, and reconciling exit counter information to daily tickets. Any deviation from established procedures is recorded on the Cashier Audit Report form. The audit is then discussed with the cashier so that the cashier is praised for properly following procedures or counseled on the correct procedure, so no repetition shall occur.

The ticket audit verifies the following:

- All vehicles are issued a ticket
- All tickets are issued in sequential order
- All tickets are returned and accounted for
- The appropriate fee is collected for each ticket
- All tickets are categorized correctly based on length of stay and thus the fee collected
- All cash is accounted for
- Cash is deposited to the bank (or safe)



Cashier Audit Report

Cashier Name: _____ Date: _____
 Auditor's Name: _____ Date of Audit: _____

Total Tickets to Account For: _____
 Total Tickets Accounted For: _____
 Number of Missing Tickets: _____

Ticket Number	Time In	Time Out	Amount Charged	Correct Charge	Comments

Auditor Comments: _____

Cashier Comments: _____

Action Taken: _____

Cashier Signature: _____ Date: _____
 Supervisor Signature: _____ Date: _____
Signature must be printed below each name

Ticket Audit Procedures

Cashier audits are done daily. This lets the cashier know their work is reviewed daily and that we care about their performance. Our first duty is to prevent them from being tempted to misappropriate funds. Daily audits send a clear signal that theft and sub-standard work will not be tolerated.

- **Review Journal Tape** — unusual or inconsistent activity will show up on the journal tape as repeated log off/log on activity. We monitor log off and log on times to match each cashier's shift and look for unusual transactions that were started but changed or stopped prior to completion.
- **Review All Tickets** — because tickets are issued in sequence, the time of issue should follow that sequence. If ticket 001 was issued at 10:00am then ticket 002 will have been issued after 10:00 am. Review of the sequence of ticket numbers and time is also part of our audit process. We make sure this is true.

Likewise, we will review the transaction times for the same time sequence. For this reason, all tickets will be kept in transaction order so the ticket auditor can quickly determine all tickets have been correctly processed. Short-timing tickets are a favorite trick used to cheat the system and/or steal money.

Review Exception and No Charge Tickets

All transactions that are other than normal and all no charge tickets will be verified as valid. Excessive exception tickets and unauthorized no charge tickets will be grounds for immediate disciplinary action.

Proof Math

We will check that all the tickets are returned that is indicated, the sub totals add up and the totals add down. Additionally, we will check the revenue declared has been deposited and accepted by the bank.

Additional Audit Considerations

Additional methods used to check the operation for accuracy and revenue control include:

- Car counts
- License plate inventory

Internal auditors from the corporate offices will perform a minimum of one secondary audit annually. These audits will encompass the following types of items, as applicable to operation:

PERFORMING AN AUDIT

CASH HANDLING AND BALANCES

- Verify the cash on hand at the location
- Review the deposit logs
- Review Cashier Procedures
- Note the credit card handling procedure
- Confirm Receipts
- Verify Cashier Procedures
- Review the procedures for handling cash with the manager
- Verify Drop Safe Procedures
- Review cashier audit records
- Prepare a summary of deposits
- Verify Bank Deposit Activity
- Verify Daily Consolidation

EQUIPMENT CHECK

- Check Fee Computer Arming Loops
- Verify Physical Equipment
- Verify Journal Tape Covers
- Verify Power
- Check Ticket Machine / Card Reader Arming Loops
- Verify Equipment is Locked
- Verify Fee Displays
- Verify Counters

TICKET ACCOUNTABILITY AND TRANSACTION LOGS (TICKET INVENTORY)

- Verify Ticket Procedures
- Verify Ticket Loading Entries
- Verify Ticket Handling Process
- Ticket Transactions
- Verify Accuracy of Daily Reports
- Verify Unusual Transactions
- Verify Lost Ticket Transactions
- Verify Validation Ticket Transactions
- Verify Tickets are Properly Validated
- Reconcile Additional Count Mechanisms
- Verify Ticket Machine Operation
- Void Ticket Validity
- Verify Ticket Log Entries
- Verify the Ticket Room Security
- Review Ticket Destruction Procedures
- Verify Ticket Storage
- Verify Cash & Credit Card Transactions
- Verify All Tickets are Validated
- Verify Void Ticket Transactions
- Verify Validation Tickets are Billed
- Reconcile Lane Counts to Transaction Counts
- Verify Lost Ticket Forms
- Unaccounted for Ticket Ratio
- Serial Number Continuity

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

- Utilize "Ticket Analyzer"
- Perform a detailed analysis of one complete shift.

VALIDATIONS AND COUPONS

- Verify Validation Coupon Purchase Procedures
- Verify Validation Coupon Inventory Procedures
- Verify Validation Log Entries
- Verify Handicapped Parking Discounts

LOT INVENTORY PROCEDURES

- Review Lot Inventory Procedures
- Review Lot Inventory Contractual Requirements
- Proof Lot Inventory Performance
- Proof LPI System Data
- Confirm Lot Inventory Procedures
- Review Abandoned Car List
- Reconcile LPI Data
- Proof Excel Spreadsheet Formulas

CASHIER REPORTS AND TRANSACTIONS

- Check Math
- Review and Record Discrepancies
- Verify Equipment Time
- Review Clear or Cancel Key Transactions
- Review Event Shift Logs

CONTRACT PARKING CARDS

- Verify Contract Parking Card Inventory Procedures
- Verify Access Card Audit Process
- Number of Revenue Producing Cards Billed
- Verify the Total Number of Active Cards
- Number of Free Cards Billed

ANALYSIS

- Review Revenue Data
- Verify Count Data
- Verify Employees
- Verify Employee Packet Completeness
- Verify Uniform Compliance
- Review Work Schedule
- Review Break Compliance
- Verify Employment Notices
- Review Company Vehicle Usage
- Review Employee and Payroll files
- Verify Relatives
- Review Time Sheets/Time Cards
- Review Staffing Levels
- Review Cashier Break Procedures
- Verify Cashier User Name & Login ID
- Verify Cashier Manuals

LOCATION OBSERVATIONS

- Verify Parking Rates
- Review Facility Maintenance
- Review Daily Audit Procedures
- Review Valet Parking Procedures
- Verify Fire Extinguishers
- Review Manual Receipt Book
- Review Physical Integrity
- Review Facility Security
- Verify Valet Compliance with Policies
- Verify Key Storage Procedures

At the conclusion of each audit, a written report will be issued. A copy goes to the airport, the location manager (who is required to respond in writing to each item of the audit within 21 days of receiving it), and the senior vice president. Any required follow-up will be directed by the senior vice president, and subsequent audits will first review the claimed actions from the previous audit.

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

Our revenue control requirements are among the most stringent in the industry. We strive for secure perimeters, full accountability for every ticket issued, all vehicle exits accounted for, 100% accuracy in all transactions both procedurally and monetarily, and full transparency in all financial matters. We constantly review our operations with the help of our supervisors, managers, internal auditors, Mystery Parker/Shoppers, and executives of the Firm, in an ongoing effort to assure complete control of every aspect of the operations. It is a never-ending job that must be performed continuously.

Customer Relations

Basic Customer Service Amenities

Vehicle Assistance – Republic Parking System can offer the patrons assistance with minor vehicle problems that should arise during normal working hours. Several services we could provide would be jump-starts dead batteries; assistance in finding lost vehicles and inflating flat tires.

Locksmith Service Republic Parking System will arrange an agreement with a local locksmith to help with vehicle lockouts. Many times, a company is willing to provide the service at a substantially reduced rate, which is greatly appreciated by the customer during these stressful situations.



for

Uniforms

Republic Parking System requires its employees to be well-groomed, in uniform, and pleasant and helpful to airport patrons. Below is a picture of options for the employee uniform. Republic has several components to its uniforms which allow the Airport to choose the best combination of pieces for their operation. Choices are below:

TYPE	STYLE	COLOR OPTIONS
Shirt	Short Sleeve Polo	Red, White, Blue
Shirt	Long Sleeve Polo	Red, White, Blue
Shirt	Short Sleeve Button-down	Light blue, White
Shirt	Long Sleeve Button-down	Light blue, White
Pants	Pleated	Khaki, Navy
Shorts	Pleated	Khaki, Navy
Sweatshirt	Heavy Pique Cotton	Navy
Jacket	Windbreaker	Red
Jacket	Mid-weight	Red
Jacket	Parka	Red
Baseball Cap	Cotton	White
Baseball Cap	Wool	Blue



Maintenance and Custodial Duties

Maintenance and custodial duties will be handled on a daily basis. The impression of a clean facility and well maintained equipment is an essential component of Customer Service. Each manager, assistant manager and supervisor is required to walk the facility twice per shift to pick up any loose debris, identify any major maintenance issues and basically assess the condition of the facility. If work is needed that is beyond a simple walk through and is the responsibility of Republic Parking System, it is logged in our maintenance book and scheduled for repair.

LPI and 1st shift (midnight) cashiers also review that facility when they are performing the License Plate Inventory functions each evening.

Any issues which are the responsibility of the airport will be noted and reported to the airport by the manager at the next opportunity. If any of these issues are more urgent in nature or could cause potential injury to anyone visiting or working at the airport it is immediately reported to the airport and if the manager is not on duty the manager is called to be involved in the decision-making process.

Through the custom *Standard Operating Procedures Manual (SOP)* a detailed checklist of duties, including inspection of equipment, cleaning of debris, emptying trash receptacles identifying issues, etc.... will be developed that will be followed, noted and filed for review by the Airport.

Establishing & Maintaining a High Level of Customer Service

It is the philosophy of Republic Parking System to recruit employees who have a pleasant personality and display a positive, enthusiastic attitude toward customer service. Good sources of employees who have successfully dealt with customers are retail stores, restaurants, hotels, car rental agencies and other service businesses. In those work environments they usually have handled cash and credit transactions. They have experience completing the daily cash and sales reports; they have dealt with irate customers, and they have had to solve problems for customers.

Republic Parking System strives to focus on the fundamentals of customer service first, and then go beyond what is normally expected. By focusing on the fundamentals, we ensure that only qualified associates are hired; they are given a complete, thorough orientation; they are apprised of the rules and regulations relating to their job; they complete and sign all necessary employment documents; they receive all the training materials for their respective position, and they are assigned to an experienced employee who will serve as a coach/mentor to the new associate. The coach will teach the new employee the minimum acceptable standards of performance and will report any deviation from the mandated standards.

Outstanding customer service is a theme that runs throughout the basic training materials. In addition, Customer Service Workshops are conducted to remind employees, supervisors and managers how important the company thinks customer service really is. We believe that to keep the awareness of good customer service foremost in the minds of our associates, we must provide customer service workshops at least once each quarter.

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

Every three months they will participate in a different workshop that will remind them how important excellent customer service is to our company. The importance will be reinforced by rewarding employees who provide customer service at a level that produces written customer praise letters, telephone calls from satisfied customers, and those given a high rating on the *Mystery Parker Evaluation Report*.

Maintaining Superior Levels of Customer Service


Republic Parking System enjoys a reputation of providing a high level of customer service in the parking industry. All policies are prepared with the goal of providing strict revenue control while maintaining excellent customer service for parking patrons.

At Republic Parking System we are cognizant that the final and lasting impression of an airport parking patron will be how professionally the customer was treated by our people. For that reason, we monitor and enforce the standards of customer service taught in our training manuals, videos and workshops.

Republic Parking System's managers and supervisors monitor customer service every day by observing employees in real-time situations and by assisting in resolving problems. Quality control programs have been created to ensure that we meet or exceed the standards we established.

Customer Feedback Surveys - Surveys are periodically distributed to solicit feedback on the parking operation and the level of customer service. In addition, the surveys are available at any time for customer comments. The results are compiled and used to correct any deficiency found and to reward good performance and ensure it will be repeated. The survey is an excellent management tool to measure the on-going performance of the operation and to ensure a professional parking management system.

Customer/Employee Suggestions - We constantly encourage our customers and employees to make suggestions to improve the service we provide them. The communication of ideas, comments and recommendations are a vital part of delivering the service our customers want. Suggestion forms are conveniently displayed in conspicuous places. When an employee submits a suggestion that is accepted and implemented, the employee will receive a cash award of from \$10.00 to \$100.00 depending on the value of the suggestion.

<p style="text-align: center;">PARKING SURVEY</p> <p>Republic Parking System at Tallahassee Regional Airport is striving to provide consistent, quality service to you. Your input is valuable to us. Please complete the questionnaire below and return by mail. The postage has been paid!</p> <p>Date you left facility: _____</p> <p>Time you left facility: _____</p> <p>Cashier/Attendant Name: _____</p> <p>Approximately how long did you wait to exit? _____ Minutes</p> <p>Did you use: <input type="checkbox"/> Attended Lane <input type="checkbox"/> E-Ticket Express</p> <p>Were you offered a receipt? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>What improvements would you like to see? _____ _____ _____</p> <p>OPTIONAL</p> <p>Name _____</p> <p>Address _____</p> <p>E-mail _____</p>	<p style="text-align: center;">PLEASE RATE THE FOLLOWING</p> <p>Appearance of Personnel Excellent Very Good Good Fair Poor</p> <p>Courtesy of Personnel Excellent Very Good Good Fair Poor</p> <p>Customer Service Excellent Very Good Good Fair Poor</p> <p>Facility Lighting Excellent Very Good Good Fair Poor</p> <p>Facility Directional Signs Excellent Very Good Good Fair Poor</p> <p>Cleanliness of Facility Excellent Very Good Good Fair Poor</p> <p>Ease of Use of Facility Excellent Very Good Good Fair Poor</p> <p>Additional comments or suggestions _____ _____ _____</p> <p style="text-align: center;">Thanks for taking the time to complete our survey!</p> 
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MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

Customer Relations Policy - Our goal is to provide the highest level of customer service and satisfaction. All customer inquiries will receive a professional response within 48 hours of their receipt. Customer inquiries are treated as opportunities to listen to our customers and situations from which we can learn and improve. Like the Mystery Parker, these inquiries are investigated by the location manager. He or she must speak with all appropriate staff members during this investigation and respond back to the affected customer within 48 hours with a copy of the letter to the Airport. Positive inquiries or reports will result in favorable reviews and positive recognition including awards and certificates of recognition. A monthly report of inquiries is prepared and distributed by the manager to the Airport.

Visiting Corporate Personnel - In addition to the above customer service quality control programs, visiting corporate, regional and field personnel observe, monitor and document the standards of performance relating to customer service. This includes appearances, attitude and professional demeanor when dealing with patrons. We like to catch our associates in the act of performing well so we can positively reinforce their behavior and can recognize and reward them. By the same token, poor performance is addressed, and the offending employee is counseled and closely monitored to ensure standards of performance are met. Written reports to the Regional Manager are generated; copies are distributed to appropriate field personnel and the Chief Operating Officer. The Regional Manager follows up to ensure that deficiencies have been corrected.

By using the above programs and procedures, Republic Parking System can ensure that the quality of customer service we promise is the quality of customer service we deliver.

Mystery Shopper - Republic Parking System employs a third-party firm to conduct mystery shopper surveys at each of our airport operations every month. The reports generated by these shoppers, who have no connection to the parking business, give us a customer's view of the job we are doing. They report to us on the appearance of the facilities, their impressions of the safety of the operation, the level of service provided by our staff, and their overall satisfaction with our management.

Each of these reports is sent directly to our corporate office manager, who in turn distributes them to our chairman and CEO, our executive vice president, and our chief operating officer. Our staff then distributes them to the regional manager who is charged with responding to any negative comments on the reports. The regional manager is also required to share the report with the location manager. We encourage the location managers to post all reports where they can be seen by the entire staff so that each of them can gauge for themselves how we are doing in the eyes of the customer.

Negative mystery shopper reports lead to re-training or disciplinary action depending upon the severity of the issue or whether this is a repeated negative action. Positive shopper reports generate praise from all levels of the organization and may include rewards. The positive reinforcement of proper customer service leads to continued best services.

These reports are also copied to you, the landlord, to keep you fully informed. Attached is a copy of a Mystery Shopper report from your Airport.

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

The following pages are Mystery Shopper reports for Destin-Fort Walton Beach (VPS) Airport that were conducted in June and July 2018.

**MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18**

8/8/2018

Client View

EVALUATION # 6086229



07-05-2018

Survey: Airport: Parking Area
Evaluation

87-01

Destin-Fort Walton Beach Airport
1701 Highway 85 North
Eglin AFB FL 32542 US

Location: Destin-Fort Walton Beach
Airport

Daniel Lassiter

District: Lassiter

Daniel Lassiter

Region: Lassiter

Daniel Lassiter

Corporate: Linehart

Bob Linehart

Division: Airport

Bob Linehart

SUBMIT CHANGE REQUESTS

[Add](#)

VIEW CHANGE REQUESTS

YOUR SCORE

100%
40/40 points



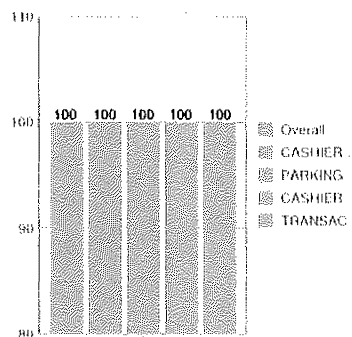
87-01: DESTIN-FORT WALTON BEACH
AIRPORT, VTD

Location **96%**
Company **94%**
Your Rank **25/64**
Your Percentile **62nd**

SECTIONAL CHANGE

Section	This Evaluation	Last Evaluation	+/-
CASHIER AREA	100%	100%	-- +0%
PARKING AREA	100%	100%	-- +0%
CASHIER	100%	100%	-- +0%
TRANSACTION	100%	100%	-- +0%

SECTIONAL SCORES



QUESTION

SCORE

ANSWER

GENERAL INFORMATION

Date shop performed: 7/5/2018
Day shop performed: Thursday
Time entered: 12:56 PM
Time exited: 3:31 PM
Ticket Number: 7740

RECEIPT UPLOAD:

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

8/8/2018

Client View



Date and time stamp on receipt:	15:31:00 07-05-2018	
Does the date/time on the receipt accurately reflect your shop time?	Yes	
CASHIER AREA 100% (3/3)		
1. Was the booth (including windows) neat and clean?	1/1	Yes
2. Were the signs clearly visible and easy to understand?	1/1	Yes
3. Were the exit lane and surrounding areas clean?	1/1	Yes
"CASHIER AREA" COMMENTS:		
The booth was neat and clean as were the booth's windows. The signs were clearly visible and easy to understand. The exit lane and surrounding areas were clean.		
PARKING AREA 100% (4/4)		
1. Was the lot free of any hazards (potholes, cracks in the pavement, conditions that may result in injury)?	1/1	Yes
2. Were the entrance and exit gate arms in the closed position when not being used?	1/1	Yes
3. Were any vehicles parked in areas not specifically designated as parking spaces?	No	
4. Were the gates, ticket dispensers and other equipment in working order? (This includes any entrance and exit you may not have used.)	1/1	Yes
5. Were the parking lot prices displayed and visible?	1/1	Yes

<https://insite.intelli-shop.com/clients/ClientShopView.php?JobID=6086229&access=3713834701&qset=&LangPrefOverride=>

2/4

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

8/8/2018

Client View

"PARKING AREA" COMMENTS:

The parking lot prices were posted clearly on the ticket dispenser.

CASHIER 100% (3/3)

- | | | |
|--|-----|--|
| 1. Was the cashier's uniform clean and neat? | 1/1 | Yes |
| 2. Was the cashier well groomed? | 1/1 | Yes |
| 3. Did the cashier have a name tag/plate? | 1/1 | Yes, the cashier has a name tag/plate that was easy to read. |

3a. Cashier's Name:

Rosita

3b. Cashier's Description:

Female, 50s, black hair

(Gender, race, age, hair color, etc.)

"CASHIER" COMMENTS:

The cashier was well groomed and in uniform. She was wearing a name tag that was easy to read.

TRANSACTION 100% (30/30)

- | | | |
|---|-----|--|
| 1. Did the cashier greet you in a friendly manner? | 3/3 | Yes, I was greeted enthusiastically (smile, full attention). |
| 2. Did the cashier verbally specify the amount you owed? | 5/5 | Yes, he/she verbally specified the amount I owed. |
| 3. Did the cashier count your change out loud? | 1/1 | Yes |
| 4. Did the cashier use the fee computer/register? | 5/5 | Yes, I saw him/her use a computer/register. |
| 5. Was the fee Indicator visible? | 5/5 | Yes, it was visible and listed the amount due. |
| 6. Did the price the cashier quoted match the price on the fee Indicator? | 5/5 | Yes |
| 7. Did the cashier offer you a receipt? | 3/3 | Yes |
| 8. Did the cashier thank you or offer a closing remark (e.g. "Have a nice day.")? | 3/3 | Yes, the cashier offered a sincere parting. |

"Have a nice day.")?

9. Description of your cashier's personality:

Truly Exceptional: usually engaged and enthusiastic; someone who sounds like he/she really loves his/her job and dealing with people

Total cash given to cashier:

\$20.00

Change received from cashier:

\$13.64

Total amount spent:

\$6.36

"TRANSACTION" COMMENTS:

The cashier offered me a receipt and offered a sincere parting. She engaged in conversation, asking if I had a nice fourth of July.

- | | |
|--|------------------|
| 1. Were there cars ahead of you in line? | No |
| 2. How long was your interaction (from the time you pulled up to the cashier to the time you drove away from the cashier)? | 00:00 min:sec |
| 3. Please detail how efficient the service was. | Highly Efficient |

3A. PLEASE DETAIL YOUR REASONING.

The transaction was highly effective. There was no wait. The prices were clearly marked. The correct amount was charged. The cashier was friendly. The parking lot was clean, well maintained, and landscaped nicely.

4. If you were using this service and had a choice of companies to use at this location, would you choose Republic Parking based on the interaction today?

Yes, I definitely would.

4A. PLEASE DETAIL.

Based on my experience today, I would use Republic Parking and recommend them to others.

<https://insite.intelli-shop.com/clients/ClientShopView.php?JobID=6086229&access=3713834701&qset=&LangPrefOverride=>

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MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

8/8/2018

Client View

"OVERALL" COMMENTS:

The transaction was highly effective. There was no wait. The prices were clearly marked. The correct amount was charged. The cashier was friendly. The parking lot was clean, well maintained, and landscaped nicely.

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

8/8/2018

Client View

EVALUATION # 6050173



06-08-2018

Survey: Airport: Parking Area
Evaluation
87-01

Destin-Fort Walton Beach Airport
1701 Highway 85 North
Eglin AFB FL 32542 US

Location: Destin-Fort Walton Beach
Airport

Daniel Lassiter
District: Lassiter
Daniel Lassiter
Region: Lassiter
Daniel Lassiter
Corporate: Linehart
Bob Linehart
Division: Airport
Bob Linehart

SUBMIT CHANGE REQUESTS
[Add](#)

VIEW CHANGE REQUESTS

YOUR SCORE

100%
39/39 points



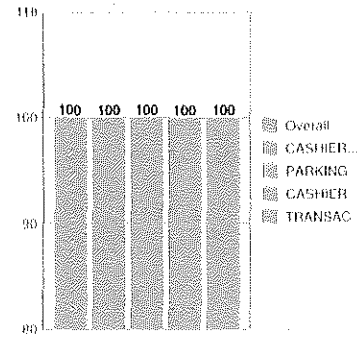
87-01: DESTIN-FORT WALTON BEACH
AIRPORT: VTO

Location 96%
Company 94%
Your Rank 25/84
Your Percentile 62nd

SECTIONAL CHANGE

Section	This Evaluation	Last Evaluation	+/-
AVIATION	100%	100%	0%
CASHIER AREA	100%	100%	-- +0%
PARKING AREA	100%	100%	-- +0%
CASHIER	100%	100%	-- +0%
TRANSACTION	100%	100%	-- +0%

SECTIONAL SCORES



QUESTION

SCORE

ANSWER

GENERAL INFORMATION

Date shop performed: 6/8/2018
Day shop performed: Friday
Time entered: 10:08 AM
Time exited: 10:48 AM
Ticket Number: 9142 5 138013

RECEIPT UPLOAD:

https://insite.intelli-shop.com/clients/ClientShopView.php?JobID=6050173&access=286c6f21c8&qset=&LangPrefOverride=

1/4

8/8/2018

Client View

RECEIPT

DESTIN FT. WALTON BEACH AIRPORT

-----4511 10:48:31 06-08-2018 02-----

9142 5 138013 10:08 06/08 10:48 06/08

PARKING	1.00
TAX	0.06

	1.06
 CASH	 1.06

REPUBLIC PARKING SYSTEM

PHONE 850-651-4612

-----THANK YOU FOR PARKING WITH US-----

Date and time stamp on receipt:	06-08-2018 10:48:31
Does the date/time on the receipt accurately reflect your shop time?	Yes
CASHIER AREA 100% (3/3)	
1. Was the booth (including windows) neat and clean?	1/1 Yes
2. Were the signs clearly visible and easy to understand?	1/1 Yes
3. Were the exit lane and surrounding areas clean?	1/1 Yes
"CASHIER AREA" COMMENTS:	
The cashier booth I approached was clean and free of clutter/debris. The main cash left lane was closed and I processed through the center lane.	
PARKING AREA 100% (4/4)	
1. Was the lot free of any hazards (potholes, cracks in the pavement, conditions that may result in injury)?	1/1 Yes

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

8/8/2018

Client View

2. Were the entrance and exit gate arms in the closed position when not being used? 1/1 Yes

3. Were any vehicles parked in areas not specifically designated as parking spaces? Yes

3A. PLEASE PROVIDE A DESCRIPTION OF THE LOCATION(S) OF THE PARKED VEHICLE(S).

The golf cart shuttles were parked behind the main cashier booth. During this visit, they were not in use.

4. Were the gates, ticket dispensers and other equipment in working order? 1/1 Yes

(This includes any entrance and exit you may not have used.)

5. Were the parking lot prices displayed and visible? 1/1 Yes

"PARKING AREA" COMMENTS:

The parking area was well maintained. It was free of litter/debris and hazard free.

CASHIER 100% (3/3)

1. Was the cashier's uniform clean and neat? 1/1 Yes

2. Was the cashier well groomed? 1/1 Yes

3. Did the cashier have a name tag/plate? 1/1 Yes, the cashier has a name tag/plate that was easy to read.

3a. Cashier's Name: Jennifer

3b. Cashier's Description: W/F, 30's, medium length blonde hair.

(Gender, race, age, hair color, etc.)

"CASHIER" COMMENTS:

Jennifer asked for my ticket, processed it and stated my total of \$1.06. I handed her exact change, which she placed in the register. Jennifer asked if I would like a receipt. I replied, "yes." Jennifer gave me my receipt, thanked me for using Republic and wished me a great weekend.

Jennifer was friendly, polite and professional. She inquired how I was doing on this day. She commented that she thought the weather would stay sunny and give us a break from all the rain we have been getting. Unfortunately, I had to burst her bubble, as they are calling for thunder storms this evening. She laughed and said, "Of course, I was planning to mow my yard tomorrow." We laughed and hoped for the best.

TRANSACTION 100% (29/29)

1. Did the cashier greet you in a friendly manner? 3/3 Yes, I was greeted enthusiastically (smile, full attention).

2. Did the cashier verbally specify the amount you owed? 5/5 Yes, he/she verbally specified the amount I owed.

3. Did the cashier count your change out loud? 0/0 N/A: I used a credit card OR had exact change.

4. Did the cashier use the fee computer/register? 5/5 Yes, I saw him/her use a computer/register.

5. Was the fee indicator visible? 5/5 Yes, it was visible and listed the amount due.

6. Did the price the cashier quoted match the price on the fee indicator? 5/5 Yes

7. Did the cashier offer you a receipt? 3/3 Yes

8. Did the cashier thank you or offer a closing remark (e.g. "Have a nice day.")? 3/3 Yes, the cashier offered a sincere parting.

9. Description of your cashier's personality: Truly Exceptional: usually engaged and enthusiastic; someone who sounds like he/she really loves his/her job and dealing with people

Total cash given to cashier: \$1.06

Change received from cashier: \$0.00

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
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8/8/2018

Client View

Total amount spent: \$1.06

"TRANSACTION" COMMENTS:

Jennifer was efficient in processing my transaction.

1. Were there cars ahead of you in line? No
2. How long was your interaction (from the time you pulled up to the cashier to the time you drove away from the cashier)? 02:04 min:sec
3. Please detail how efficient the service was. Highly Efficient

3A. PLEASE DETAIL YOUR REASONING.

Jennifer took the time to chat with me after the transaction was completed. Her personality is very upbeat and genuine. Jennifer processed my payment quickly and correctly.

4. If you were using this service and had a choice of companies to use at this location, would you choose Republic Parking based on the interaction today? Yes, I definitely would.

4A. PLEASE DETAIL.

This facility is staffed by employees who take great pride in serving their customers. I have visited other parking facilities, where I felt that it was just a "job" to them, without regard to their customers.

"OVERALL" COMMENTS:

I fully enjoyed my visit. The lot was about 95% full when I arrived. I was able to obtain a space within 3 min. of my arrival.

The lot is easily accessible to all entrances to the terminal. It is very well maintained and free of debris. All spaces are clearly marked, with plenty of Handcapped spaces available. I would also like to mention that the price of parking is very reasonable.

The cashier, Jennifer, is very personable and an asset to the company.

I would highly recommend Republic Parking to my family and friends.

EXPERIENCE WITH PARCS

Parking and Revenue Control System (PARCS)

Republic Parking constantly stays on the forefront of parking industry equipment, knowledge, and emerging technologies. Our regional staff and many of our property managers attend the International Parking Institute annual conference each year and receive training on PARCS equipment and software including demonstrations from equipment vendors on the newest technology.

At most of our airport properties, we are responsible for PARCS maintenance. We have relationships with most major manufactures in which we receive training on systems and preferred pricing on parts and systems.

We have experience with every major revenue control system on the market and in use today and can, in most cases due to our volume purchasing power, purchase these systems and emerging technologies at greatly reduced pricing compared to our airport clients. Republic has created specifications, solicited pricing, selected, purchased and installed well over 75 PARCS systems for airports within the United States. We have exceptional relationships with all major vendors of PARCS systems.

Some of the systems and software we have purchased and installed include:

SCI	Magnetic Automation	ZEAG	Amano McGann
SkiData	Scheidt & Bachmann	IBM	Data Park
Luke/T2	Parking Soft	CTR	TIBA
	Pacific Cascade	Designa	Whipp

Republic connects electronically with the servers at our parking offices and downloads all relevant transactional and deposit information for our accounting and audit departments to continually audit and balance accounts. All revenue, both cash and credit card revenue is deposited into the bank and confirmed and verified on a daily basis. This process virtually eliminates the risk of colluded or spot internal thefts. It provides for the best revenue control experience in the industry. Our corporate systems are fully PCI compliant and insure the systems at our properties are PCI compliant as well.

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
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Below is a sample of Airports where Republic Parking System has purchased and installed Revenue Control Equipment.

Albrook Int'l Airport – Panama City, Panama	Lafayette Regional Airport, LA
Amarillo International Airport	Lubbock International Airport, TX
Augusta Regional Airport, GA	Lynchburg Regional Airport, VA
Blue Grass Lexington Airport, KY	McAllen International Airport, TX
Chattanooga Metropolitan Airport, TN	Meadows Field, Bakersfield, CA
Columbia Metropolitan Airport, SC	Melbourne Orlando International Airport, FL
Corpus Christi International Airport, TX	Missoula International Airport, MT
Dayton International Airport, OH	Monterey Regional Airport, CA
Daytona Beach International Airport, FL	Montrose Regional Airport, CO
Destin Ft Walton Beach Regional Airport, FL	Myrtle Beach International Airport, SC
El Salvador International Airport	NW Arkansas Regional Airport, AR
Erie International Airport, PA	Pensacola Regional Airport, FL
Fairbanks International Airport, AK	Rapid City Regional Airport, SD
Fayetteville Regional Airport, NC	Rochester International Airport, MN
Fort Smith Regional Airport, AR	Sarasota Bradenton International Airport, FL
Grand Forks Regional Airport, ND	South Bend Regional Airport, IA
Grand Junction Regional Airport, CO	St. Petersburg Clearwater International Airport, FL
Great Falls International Airport, MT	Tallahassee International Airport, FL
Gulfport Biloxi International Airport, MS	Ted Stevens Anchorage Int'l Airport, AK
Hilton Head Island Airport, SC	Tri-Cities Pasco International Airport, Pasco, WA
Juneau International Airport, AK	University Park Airport – State College, PA
Killeen Ft Hood Regional Airport, TX	Valley International Airport – Harlingen, TX

Republic Parking has selected HUB Technologies DataPark's Parking Access Revenue Control System (PARCS) for the Destin-Fort Walton Beach (VPS) Airport. This very system has been deployed at most

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
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of our Florida airport operations; Pensacola, Tallahassee, St. Pete/Clearwater, Sarasota, Melbourne, and Daytona Beach.

We have provided equipment specifications in Exhibit A for the products and solutions Republic Parking will implement for the benefit of all VPS stakeholders. The following is an overview of the PARCS for each area.

PARKING OFFICE

Server housing facility management software, credit card processing modem, uninterruptable power backup supply

Wi-Fi Bridge

Fee Computer

MAIN EXIT PLAZA

3 barrier gates, 2 exit stations with credit card pay in lane (TICO), 1 fee computer

Vehicle detection loops, non-resettable counters, surge protectors

SHORT TERM LOT

2 entry stations, 2 barrier gates, intercoms

Vehicle detection loops, surge protectors

Wi-Fi Bridge – entrance and cross over lane

Cross Over Lane, controller with interface, vehicle detection loop, surge protectors

LONG TERM LOT

3 entry stations. 3 barrier gates, intercoms

Vehicle detection loops, surge protectors

Wi-Fi bridge

CREDIT CARD ONLY LOT

2 entry stations, 2 exit stations (CICO), 4 barrier gates, intercoms

Vehicle detection loops, surge protectors

Wi-Fi bridge

EMPLOYEE LOT

AVI readers, 2 barrier gates, vehicle detection loops, surge protectors, intercoms

Wi-Fi bridge

TAXI LANE

Lane controller interface, AVI reader, barrier gate, vehicle detection loop

Non-resettable counter, surge protector

Wi-Fi bridge

HUB's Ground Transportation products allow airport parking facilities to track, manage and bill off-airport companies for use of their property. Vehicles are affixed with transponders that work in tandem with HUB's software to facilitate seamless property monitoring and access. The software can activate gates, allowing entry and exit in specific areas of the airport property, and each account is billed based on rate of use within the facility.

ADMINISTRATIVE LOT

AVI readers, lane controller, barrier gates, vehicle detection loops,

Non-resettable counters, intercoms, surge protector

Wi-Fi bridge

PRE- ARRANGED LOT

AVI readers, lane controller, barrier gates, vehicle detection loops,

Non-resettable counters, intercoms, surge protector

Wi-Fi bridge

Business Intelligence and Transactional Reporting

HUB Parking Technology offers a seamless tool based on a user-friendly interface that brings you advanced analytics and rapid reporting to help manage the parking program. Software solutions are designed to centralize internal business intelligence, analyze and interact with member and transactional data. HUB Parking Technology can meet real-time, ad-hoc, current state reporting and analysis of operational data: occupancy monitoring, occupancy break down with monthly, transient, commercial and other customers, manage different variable fee structures, automate revenue reconciliation, enforce staff accountability.

Alternative Option – License Plate Recognition (LPR)

LPR uses stationary cameras at the entrance and exit points of a facility. The cameras capture the license plate images of cars as they enter the facility. When the ticket is surrendered at the exit, the vehicle's license plate is compared with the image that was recorded at the entrance. If a different ticket is used at the exit, the vehicle's license plate won't match the entering vehicle's license plate, which creates an alarm condition. The software can then be directed to search for the matching license plate image to determine the corresponding entry ticket data (time and date). This provides for accurate fee calculations in the event of lost tickets and eliminates the possibility of exchanging tickets to reduce the parking fee.

It should be noted LPR is not a substitute for customer service representatives. This technology is primarily put in place to capture documented lost revenues. The size and scope of the VPS parking operation does not lend itself to cost recoveries with the capital investment associated with LPR.

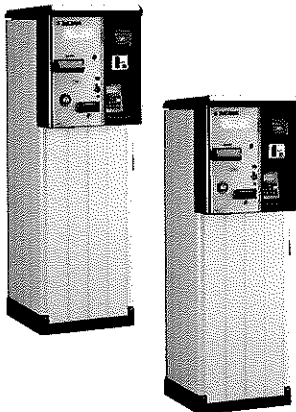
PARCS Hardware



Parking Pro-M barriers were specifically designed for highly frequented applications. The Parking Pro-M barriers do not only offer fast opening times, long-life cycle, reliability and quality. Furthermore, they amaze with extraordinary design, extremely low operational costs, easy handling and almost maintenance free technology.

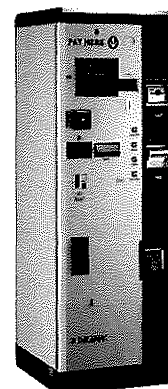


The sophisticated DP6001 Cashier Station provides reliable revenue control. It processes transient, monthly and debit cards. Accepts payment by cash, debit and CREDIT cards. Special monthly feature updates the management database.



Entry Station and Exit Station designed for multiple use at unattended entrances/exits of a parking facility with optimum performance. Full on-line system, custom reporting, tax calculation, and backout logic.

The Pay Station is an automatic money-handling device. Recycling up to 3 denominations, with a capacity of 300 banknotes and a cash box size of up to 1000 banknotes, the pay on foot station is the practical replacement of the human cashier. Full on-line system, custom reporting, and tax calculation. Recycling cassettes are replenished with cash transactions. It will reduce overall cash on hand and operating costs and the number of cash fill up/removal calls.



Transition Plan for New Equipment

Republic Parking will implement the following upon approval and contract execution from Okaloosa County and Destin-Fort Walton Beach (VPS) Airport. The project timeline is based on the ITN Section 1.4 Timeline Goals. Note this is a general overview and each task will create subsequent tasks based on lot/area. Bi-weekly project meetings will be held allowing for RFI's and deliverables. A three week look ahead shall be provided for each meeting.

Location: Destin-Fort Walton Beach (VPS) Airport						
Project: HUB DataPark PARCS						
	Start Date		1-Oct-18		Projected End Date	11-Feb-19
Task	Start	End	Days	Responsible Party		
Finalize equipment specification with airport administration	10/1/2018	10/5/2018	5	VPS/RPS		
Execute purchase contract for PARCS	10/8/2018	10/8/2018	1	RPS/HUB		
Selection of GC and contractors	10/10/2018	10/24/2018	15	HUB/GC		
PARCS manufactured and delivered	10/10/2018	1/8/2019	92	HUB		
Civil - site work begins	11/1/2018	2/1/2019	93	GC/HUB		
Social Media and Website blasts	12/1/2018	2/15/2019	77	VPS/RPS		
PARCS Installation	1/11/2019	2/8/2019	29	GC/HUB/RPS		
Training of management and staff	2/1/2019	2/10/2019	10	HUB/RPS/VPS		
Go Live	2/11/2019	2/11/2019	1	RPS/HUB		

HUB	Hub Parking Technologies
RPS	Republic Parking System
VPS	Airport
GC	General Contractor/subs

OPERATIONAL IMPROVEMENT SUGGESTIONS

Proposed Customer Service Enhancements & Improvements

Republic Parking System has always been very proactive when working for our clients. Republic will bring new developments, programs and customer service enhancements to the Airport for consideration. In this section we have outlined a few of our ideas to grow the revenue and provide value added service for the Airport and our customers parking at Destin Fort Walton Beach Airport.

Marketing Plan

Republic Parking System works with our Airport clients in researching and creating the most effective parking marketing programs to meet the Airport's needs, whether it is competing against off-site operators, promoting a new airline/air service, identifying on-site parking options, establishing the optimal parking rates, creating an on-site parking incentive program, or simply promoting the on-site parking. Republic Parking System works with the Airport to develop an effective marketing program that compliments the marketing and development efforts of the Airport. This is accomplished through many means including advertising and promotional materials, direct marketing campaigns, website development, rate and sign survey and reports, customized statistical data collection and assessment.

Direct Contact Marketing:

This is likely the most effective marketing technique offered by a parking operator. Through direct dialogue, Republic Parking System's Manager, Regional Manager, and Senior Vice President can negotiate specific aspects of the solicited parking program to prospective new groups such as reduced rates, group discounts, security levels, or even time stipulations.

Communication through Signage Print, Web & Social Media

Republic Parking System would help setup and maintain a communication infrastructure using a combination of signage, print media, web presence and social media networks. The signage and print materials will be part of the branding process. This would further develop the Airport's web presence.

The social media and web presence will help communicate promotional specials and important updates on the parking operational and service offerings.



Suggested Changes and Improvements

Within the past few years we have introduced additional services, consulted on various issues including sign packages and equipment specification needs, managed during construction and special events, worked with the airport to better develop web based and give away (coupon) solutions.

Premium Parking

One of our more recent service enhancements is a premium parking program that would work very well in Destin. We believe it would be well received by our mutual customers. It allows our patrons to sign up for an AVI tag system where they would not have to take a ticket as they enter the parking facility and simply exit through an automated exit as they depart. This is accomplished through registering customer into the system, obtaining their credit/debit card information coupled with AVI technology. It can also be combined with other programs to offer such incentives as airline miles. It is the ultimate in convenience for self-parking. It can work in most lots or as a stand-alone lot option.

We currently have similar programs in place at airports in Columbia, SC; Sarasota, FL; and Northwest Arkansas. We are also implementing it in Syracuse, NY. The information below will give you an idea of how the program can work for the Destin.

We will recommend other enhancements to the PARCS and other technology improvements that we believe will improve both the customer experience and the parking operation. An example of some of these upgrades include:

Pay-by-phone applications

Republic partners with Park Mobile and other pay-by-phone providers to allow our customers the opportunity to completely by-pass the cashiers and exit machines. By downloading an app on their smart phone and making minor changes to the entrance and exit lanes (typically designating a particular exit lane or lanes) customers enter and exit the parking lot with great speed and no lines while the parking fees are charged via the app and downloaded into our client's bank the following day. We currently have these applications and eight airports with plans to add several more later this year.

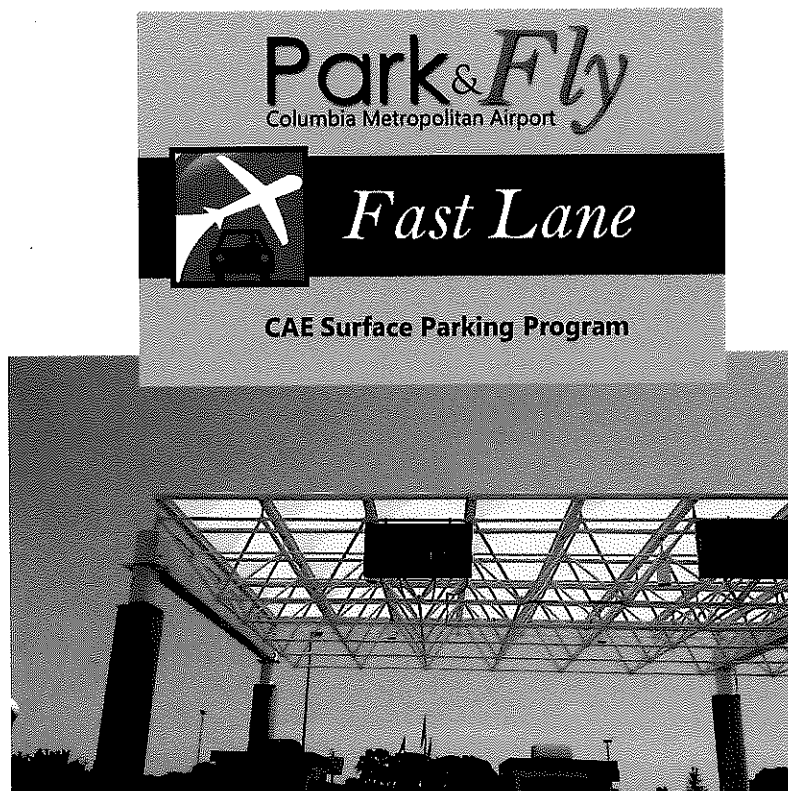
Automatic Vehicle Identification

Republic Parking System manages AVI technology at several of our Airports as well as in different settings including urban and ground transportation management. Each system and set up must be customized to provide 100% capture of activity and also maintain audit procedures to enable the system to be properly managed for its purpose. At some of our locations we use the AVI system simply as an inventory access system into a restricted area. At most locations it has a multiple role as an inventory of vehicles, their activity, and to charge them for their access to a regulated area. It helps prevent abuse and allows our clients to receive revenue for the vehicle's access to their property.

Fast Lane Technology for Frequent Parkers

Participants gain easy in/easy out parking at the posted daily rates by signing up for the airport's Fast Lane Parking program. The steps are as follows:

- Participants will enroll in the program by completing an application and providing valid credit card information to Republic Parking personnel. Applications may be completed and downloaded online; however, they must be signed and validated at the Republic Parking office.
- Once the application and credit card information are verified, participants will be issued an access badge or AVI tag which will allow for entrance to any lot and then automatic withdrawal of payment from the credit card they have on file when they exit via the Fast Lane. A receipt will be automatically emailed after each use.
- The designated "Fast Lane" exit lane will be designated with visible, lit signage. (SEE PHOTO)
- Signs will identify the AVI reader where the customer places the AVI tag or proximity card for use at entry and exit points.
- Users are given parking management's contact information to report and deactivate lost or stolen AVI tags.
- The Fast Lane Surface Parking Program can be permanently incorporated into the Airport's parking offerings.
- Brochures and collateral will be provided to key personnel for distribution during events and speaking engagements.



Cashier-less or Automated Systems

Another alternative for reducing overall operational cost is to transition to a more automated system where parking customers pay for their parking via all pay-in-lane devices. This can reduce the need for cashiers in the parking lot. Republic operates eight fully automated airport parking lots throughout the country. We can provide a fully automated system, but we did not include that in our PARCS option.

As a result of our experience in the Destin and panhandle area, we do not believe an automated operation would be well received in this area. The existing management and staff in the parking lot do a lot of greeting and provide assistance to customers. The parking lot staff are often the first and last people with whom airport customers interact and we believe the demographics of customers in Destin and the panhandle do not make an automated system a viable alternative for the customer service expected here.

ANALYSIS OF PARKING RATES

Parking Rate Assessment Strategies

Assessing parking rates is something every parking program must do from time to time. A successful parking rate assessment strategy has two key elements:

- Defining the type and impact of rate changes/options
- Defining a program for how new revenues will be invested

Republic Parking has completed surveys of comparable and nearby airport parking program's rates. It is evident an opportunity exists and is prudent given the necessity of the upgrade and replacement of the parking access revenue control system. Furthermore, this allows a revenue stream to aid in the development and expansion of parking.

VPS has two options for consideration; keeping a segregated rate structure (short and long term) or combining rates into a single general parking rate. Regardless of the decision, Republic Parking recommends a rate structure that is inclusive of sales tax. In this manner, the customer who is paying with cash doesn't have to pay with loose change and uneven transaction amounts. Whole dollar transactions create a faster exit process and greater customer satisfaction.

We believe an overnight parking rate in the short-term lot of \$10 and \$8.50 in the two long-term lots make the most sense. We will work with you to implement the rate structure you believe is best for the Airport. However, based upon our recommendations below and detailed in the revenue extrapolation chart and rate graphs, Destin Ft Walton Beach Airport will still have the lowest parking rates of any airport on the Florida panhandle while seeing gross parking revenues increase by more than \$400,000 annually.

Short and Long-Term Rates

	Long Term	Short Term	Long Term CICO Lot	Totals
Gross Receipts JAN-JUN 2018 annualized	\$ 1,930,478	\$ 455,904	\$ 627,970	\$3,014,352
Revenue producing transactions - same period	60,912	107,902	23,318	192,132
Average Ticket amount	\$ 31.69	\$ 4.23	\$ 26.93	\$ 15.69
Current Overnight rate with sales tax	\$ 7.40	\$ 9.00	\$ 7.40	
Average length of stay in days	4.28	0.47	3.64	
Increased overnight rate	\$ 8.50	\$ 10.00	\$ 8.50	
Extrapolated New Average Ticket amount	\$ 36.40	\$ 4.69	\$ 30.93	\$ 17.93
Revenue producing transactions	60,912	107,902	23,318	192,132
Extrapolated New Gross Receipts	\$ 2,217,440.95	\$ 506,560.00	\$ 721,316.89	\$3,445,318
Gross Receipts Increase	\$ 286,962.95	\$ 50,656.00	\$ 93,346.89	\$ 430,966

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Single Rate General Parking

	Long Term	Short Term	Long Term CICO Lot	Totals
Gross Receipts JAN-JUN 2018 annualized	\$ 1,930,478	\$ 455,904	\$ 627,970	\$ 3,014,352
Revenue producing transactions - same period	60,912	107,902	23,318	192,132
Average Ticket amount	\$ 31.69	\$ 4.23	\$ 26.93	\$ 15.69
Current Overnight rate with sales tax	\$ 7.40	\$ 9.00	\$ 7.40	
Average length of stay in days	4.28	0.47	3.64	
Increased overnight rate	\$ 9.00	\$ 9.00	\$ 9.00	
Extrapolated New Average Ticket amount	\$ 38.55	\$ 4.23	\$ 32.75	\$ 18.57
Revenue producing transactions	60,912	107,902	23,318	192,132
Extrapolated New Gross Receipts	\$ 2,347,878.65	\$ 455,904.00	\$ 763,747.30	\$ 3,567,530
Gross Receipts Increase	\$ 417,400.65	\$ -	\$ 135,777.30	\$ 553,178

The following sheets detail hourly/ incremental rates for airports in the state and region. On the following pages we included charts that show the overnight rate at the same airports. The overnight rate is the rate customers most commonly use when comparing airport parking rates.

With the adoption of the new overnight parking rates, we think it makes sense for the Airport to also employ a new hourly/ incremental rate schedule. We recommend the structure below:

DESTIN-FORT WALTON BEACH AIRPORT – EGLIN AFB, FL	
Short Term	Long Term
Free 0 to 15 minutes	Free 0 to 15 minutes
\$1.00 16 to 30 minutes	\$1.00 15 to 30 minutes
\$2.00 31 to 60 minutes	\$1.00 each 30 minutes
\$1 each additional 30 minutes	\$8.50 daily maximum
\$10 daily maximum	

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
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Destin-Fort Walton Beach Airport – Eglin AFB, FL

Short Term		Long Term	
Free	0 to 10 minutes	Free	0 to 10 minutes
\$.50	11 to 20 minutes	\$1.50	11 to 60 minutes
\$1	21 to 40 minutes	\$1.50	each additional hour
\$2	41 to 60 minutes	\$7	daily
\$1	each additional 30 minutes	\$7.40	daily w/tax
\$8.50	daily		
\$9	daily w/ tax		

Dothan Regional Airport – Dothan, AL

One Lot

Free	0-15 minutes
\$1	16 to 30 minutes
\$1	each additional ½ hour
\$8	daily
\$48	weekly

Gulfport Biloxi International Airport – Gulfport, MS

Garage		Surface	
Free	0 to 30 min	\$10	daily
\$2	30 min to 1 hour	\$60	weekly
\$2	each additional hour		
\$13	daily		
\$72	weekly		

Mobile Regional Airport – Mobile, AL

Short Term		Long Term	
Free	0 to 16 min	Free	0 to 16 min
\$1	16 min to 1 hour	\$1	16 min to 1 hour
\$1	per hour	\$1	per hour
\$10	daily	\$8	daily

Valet

\$13	daily
------	-------

Montgomery Regional Airport – Montgomery, AL

Short Term		Long Term	
\$1	per 30 minutes (up to 6 hours)	\$1	per hour (up to 10 hours)
\$12	daily	\$10	daily

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
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Northwest Florida Beaches International Airport – Panama City, FL

Covered

Free 0 to 10 minutes
 \$1 11 to 20 minutes
 \$2 21 to 40 minutes
 \$3 each additional hour
 \$13 daily

Short Term

Free 0 to 10 minutes
 \$1 11 to 20 minutes
 \$2 21 to 40 minutes
 \$3 each additional hour
 \$11 daily

Long Term

Free 0 to 10 minutes
 \$1 11 to 20 minutes
 \$2 21 to 40 minutes
 \$3 each additional hour
 \$9 daily

Pensacola International Airport – Pensacola, FL

Short Term (Garage)

\$1 each ½ hour
 \$11 daily

Long Term (Surface)

\$2 each hour
 \$9 daily

Economy Lot 1 & 2 (Shuttle)

\$2 each hour
 \$6 daily

Tallahassee International Airport – Tallahassee, FL

Short Term

Free 0 to 30 minutes
 \$3 31 to 60 minutes
 \$3 each additional 30 minutes
 \$13 daily

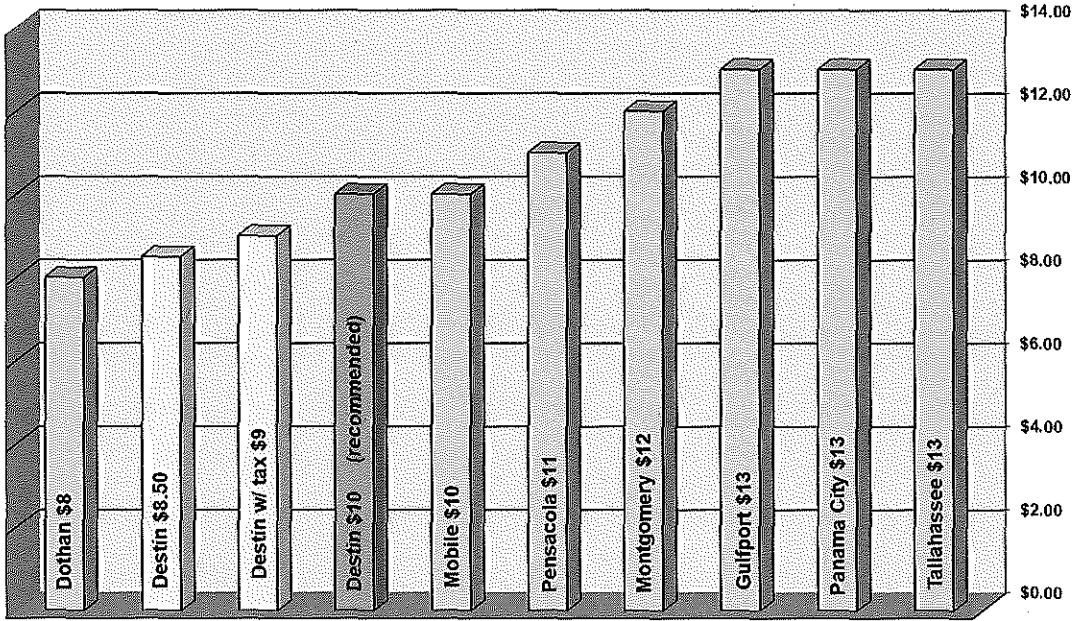
Long Term

Free 0 to 30 minutes
 \$2 31 to 60 minutes
 \$2 each additional 30 minutes
 \$11 daily
 \$66 weekly

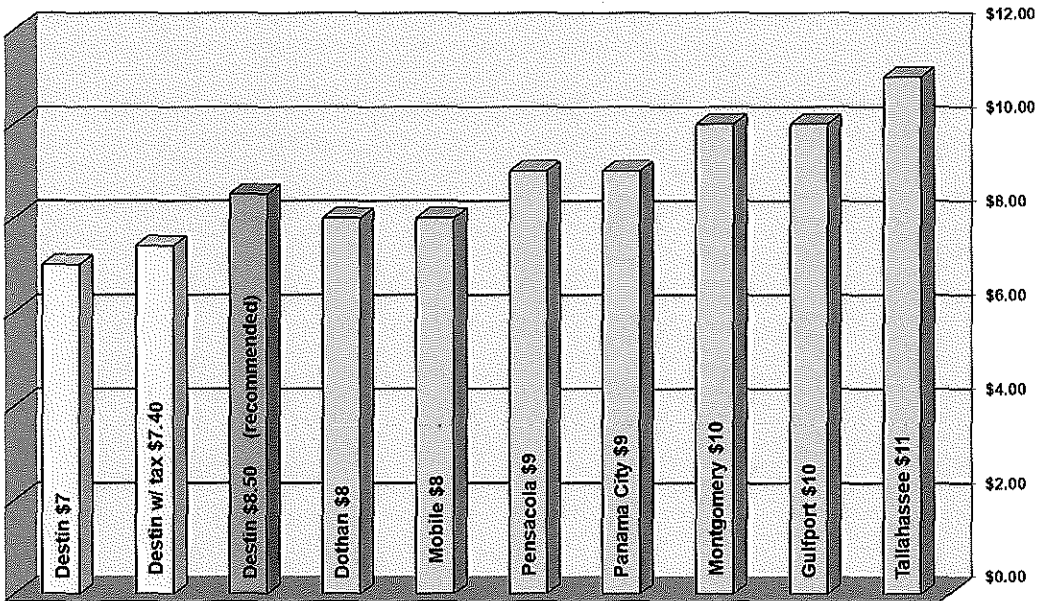
Curbside Valet

\$11 0 to 8 hours
 \$16 8 to 24 hours

Short Term Parking Rates



Long Term Parking Rates



EXPERIENCE WITH SIGNAGE & EV CHARGING

Wayfinding

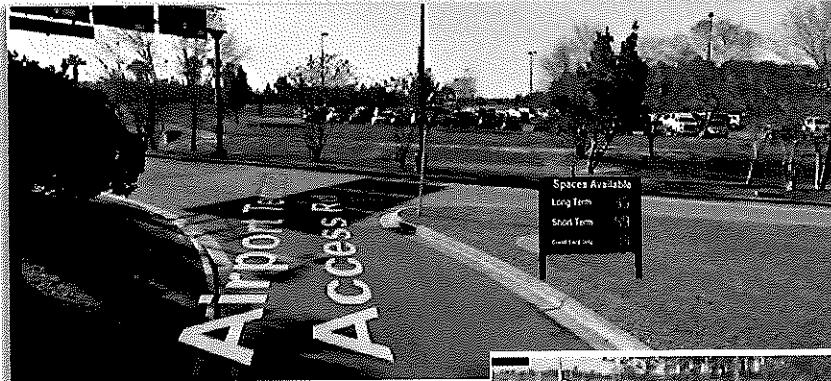
Republic Parking will integrate new wayfinding signage to aid the patron in locating and understanding the available parking. The implementation of proper signage in advance of key decision points is crucial in eliminating frustration on the part of the customer.

Through our partnership with HUB Parking Technologies they will be integrating Daktronics to provide the signage depicting lot availability. With three public lots, Republic Parking recommends a three lot/location sign allowing for the customer to see which lot is full or open and the number of spaces available in each.

We are depicting three potential locations/signs the airport should consider implementing.

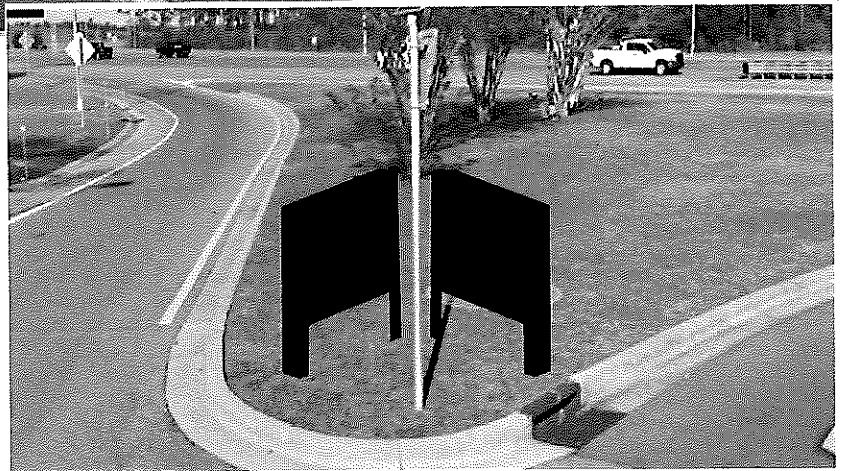


Last decision point, if only one sign is implemented.

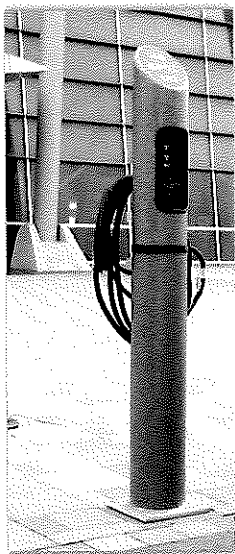


Optional second sign, this placement provides drivers entering the airport via the access road greater decision time thus reducing the impact to merging traffic.

This is the preferred location for the recommended signage. This placement educates drivers entering the airport from both roadways.



EV Charging Stations



As with Parking Access Revenue Control Systems, Republic Parking has worked with many manufacturers of charging stations. We have selected the Bosch/Ideal Shield stations.

The Ideal Power Xpress Electric Vehicle Charging Station is a great solution for VPS. Ideal's "pull up, plug-in and charge" system incorporates strength, durability and EV charge all in one unit. The reliable and robust design is made from galvanized steel to provide strength and resistance to weather. The charging station is 240V hybrid electric charging unit, has a NEMA 4X enclosure, 23' cord, allows for outdoor installation and will safely charge in rain, sleet, snow, hail and heat.

The EV Charging Station is sleeved with a maintenance-free Ideal Shield Decorative Cover enhancing the aesthetics of the parking program. The charging unit can also be customized with a mold-on graphic to promote VPS branding.

GROUND TRANSPORTATION/TAXI/SHUTTLE

Curbside Concierge and Traffic Control

We work with the Airport to customize the specific needs you have for curbside concierge and traffic control to further develop the service and we are always ready to make any changes to better serve the Airport and traveling public.

Republic provides the staffing, training and supervision for these services and can even perform citation/ ticket writing and enforcement normally provided through law enforcement. We assist the Airport in preparing standard operating procedures (SOP) necessary to be used in the day to day operations. We typically recommend our staff being in place 90 minutes prior to the first departure, but always agree on the hours of operation and numbers of staff in which the airport feels comfortable.

Our concierge employees would go through special training and have a different uniform designation than the parking or shuttle employees to be sure customers can easily identify these employees (see different photo samples of actual Republic and Impark employees below). Besides their specific job training, they focus on gold star customer service and are trained in conflict resolution. We have one of our Human Resources training staff on site at the initiation of the contract to perform individualized and customized customer service training with staff.

Each concierge has an iPad for accessing the Airport web site information to assist visitors to the airport. This gives them parking, flight arrival and departure, area attractions and other information as needed. They also keep a log of activity on this iPad. From this information we can advise the Airport about questions asked by patrons so that the answers can be obtained for future use (if not already known). Information regarding rules and regulations for Ground Transportation at the Airport can also be stored for easy reference when questions arise. We also provide cell phones for instant communication with staff, transportation companies, Airport shuttle service (if provided), the parking office or Airport Operations, as needed.

Staffing and description of services consist of the following;

Taxi/TNC/Limo/Shuttle Control – The concierge insures **Taxis** remain in que and pick up passengers in the Airport designated locations. We monitor their performance based upon the current rules for Taxi services. At some airports we have our Mystery Shopper company go through the process of engaging our taxi starter and actually taking a ride with the cab service to evaluate the service Republic and the cab company are providing.

TNCs are always difficult to control based upon the entrepreneurial nature of the companies and the culture created within one company in particular. We suggest a designated area for pick up and drop off. We also suggest the TNC's not be allowed in any paid parking lots or taxi holding lots due to the conflicts that could develop between drivers. At some airports, TNC's are restricted to cell phone lots or locations off property. Our concierge counts the TNC pick-ups as an audit against the self-reporting of the TNC's.

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

Limousines & Courtesy Shuttles are typically directed to pick up and drop off at the Airport designated areas. Our responsibility is to count the number of rides if directed by the Airport, direct customers as per their request to the appropriate vehicle location and insure drivers do not solicit customers and follow the rules so that no issues arise.

Curb Enforcement – It is the job of curb management to observe the traffic in front of the terminal and find ways to pleasantly expedite the flow of traffic while encouraging people to follow the rules. Our staff wear safety vests as the outer garment over our typical uniforms. As they encounter people that are not following the rules they will gently inform them of the issue and advise on how to correct it.

We provide this service at Pensacola International Airport and actually are authorized to write tickets for vehicles who do not follow proper procedure at Pensacola and at Charles M. Schulz – Sonoma County Airport. We can provide the Traffic Training Guide and SOP Manuals for these airports if requested.

Curbside Check-in (if requested) – We would work with the Airlines to understand their procedures for accepting checked luggage as well as what security measures might be needed to satisfy requirements from TSA and the Airport. Baggage carts, tags, and work stations would be needed to expedite the service. This service would not extend to assisting wheelchairs through security to the gates and back.

Taxi Starter Services & Transportation Network Companies

Republic Parking System manages several taxi starter services at Airports across the country. While each operation is unique based upon the needs of the Airport, the customers serviced, the type of taxi services available in the City, and the type of market served, there are generic responsibilities involved. Those responsibilities are as follows:

- Provide excellent customer service by enabling the traveler to obtain the desired transportation in an expeditious, friendly manner. Greet travelers as they arrive at the Commercial Ground Transportation Area.
- Stay in radio contact with taxis and other ground transportation vehicles to be aware of how many taxis are in the holding area.
- Help enforce Airport rules and regulations pertaining to taxis.
- Limit the number of vehicles parked in front of the terminal. Call on additional security and enforcement of Airport Police and/or Ground Transportation personnel when necessary.
- Provide the most current Ground Transportation and general Airport information to the traveling public.
- Be aware of all safety hazards concerning passengers, drivers, other employees, and themselves.
- Keep all egresses and through lanes open for immediate cab departure or dispatch.

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

- When drivers do not follow Airport Ground Transportation rules, refuse fares, cut in line, or demonstrate poor customer service, fill out all incident reports in detail including driver's name and license number.
- Remain on station until relieved. No Starter is to leave the Airport while on duty without permission or have visitors of a personal nature.
- Insure that drivers comply with the Americans with Disabilities Act which states service dogs and handicapped persons are legally one person.
- Maintain a working knowledge of the surrounding metro area including places of interest, the downtown business district, and major hotels.
- Anticipate peak arrival times to insure effective taxi service to the public.
- Do not show favoritism to any drivers or transportation companies.

One key to a successful operation is to clearly identify the rules and regulations to all transportation firms providing service to the Airport. We review the existing rules and regulations and ensure we fully understand them. We then use our knowledge and experience in other Ground Transportation operations to identify any areas where improvements may benefit the existing operation. We will bring these recommendations to you for approval.

We enforce these rules and convey both the Airport and Republic Parking's additional customer service and operating rules and regulations. By setting these expectation levels, we send a clear message on interpretation and compliance.

Uber, Lyft & TNC's

Republic has extensive experience managing and enforcing TNC compliance and Airport rules and regulations at several airports. We are using a software system manufactured by Gatekeeper at Monterey Regional Airport in California. We are using a system created by HUB Technologies to track taxi's and TNC's at Lubbock International Airport in Texas; and will be installing similar systems by HUB at the airports in Amarillo, Texas and Daytona Beach, Florida.

Washington has a very active TNC market. We are currently in the process of developing a marketing program that demonstrates the convenience and customer service of parking at the airport rather than using TNC's.

We can use Geo-fencing to assist our clients in counting and tracking TNC's. The Geo-fence tracks each TNC as it enters the geography the airport designates that is on its property and tracks each time a TNC completes a transaction with a customer. This information can then be used to audit the TNC's to be sure they are paying the airport for each transaction. We also use third party programs such as that by Gatekeeper.

REFERENCES

Republic has vast experience in the Airport parking and ground transportation services. We have included a list of several references of similar size and scope Airports. We would welcome you to contact any or all of them. Additionally, on the following pages, you will find four airports that we have worked with to develop one-page marketing sheets that highlight several of our accomplishments.

Client Airport	Contact Name	Phone	Email	2017 Gross Revenue	2017 Transactions	Parking Spaces	Services Provided
Amarillo International	Mike Conner, Director of Aviation	806.335.1671	michael.conner@amarillo.gov	\$ 2,971,332	137,948	1,525	Parking, TICO, AVI
Anchorage International	Trudy Wassell, Division Operations Manager	907.266.2545	trudy.wassell@alaska.gov	\$ 7,419,852	483,529	5,700	Parking, Shuttle, TICO, POF
Augusta Regional	Herbert Judon, Jr., Executive Director	706.798.3236	hjudon@augustaga.gov	\$ 2,721,519	158,478	1,233	Parking, Shuttle, TICO, CCO
Bismarck International	Gregory B. Haug, Airport Director	701.355.1808	ghaug@bismarcknd.gov	\$ 1,992,555	110,052	1,518	Parking
Blue Grass (Lexington KY)	Eric Frankl, Executive Director	859.425.3141	efrankl@bluegrassairport.com	\$ 6,713,753	277,548	3,000	Parking, Shuttle, Valet, TICO
Boise Airport (ID)	Mike O'Dell, Deputy Director Finance & Admin	208-972-8412	modell@cityofboise.org	\$ 10,780,000	627,705	5,391	Parking, Shuttle, TICO, POF
Bozeman Yellowstone International	Brian Sprenger, Airport Director	406.388.6632	briansprenger@bozemanairport.com	\$ 3,308,725	220,171	1,549	Parking, TICO
Chattanooga Metropolitan	Terry Hart, President	423.855.2201	thart@chattairport.com	\$ 5,016,277	248,381	2,049	Parking, CCO, TICO, POF
Colorado Springs Airport	Greg Phillips, Director of Aviation	719.550.1967	gphillips@springsgov.com	\$ 4,716,600	296,416	5,016	Parking, Shuttle, Valet, TICO
Columbia Metropolitan	Mike Gula, Executive Director	803.822.7878	m.gula@columbiaairport.com	\$ 5,601,529	228,697	3,203	Parking, Valet, TICO, CCO, POF
Corpus Christi International	Fred Segundo, Director of Aviation	361.289.0171	FredS@ctexas.com	\$ 2,250,422	145,972	1,488	Parking, TICO
Daytona Beach International	Rick Karl, Director of Aviation	386.248.8030	rkarl@co.volusia.fl.us	\$ 2,546,588	172,489	1,131	Parking, TICO, CCO
Destin-Ft. Walton Beach Airport	Tracy Stage, Director of Aviation	850.651.7160	tstage@co.okaloosa.fl.us	\$ 2,978,334	209,065	1,673	Parking, Shuttle, TICO, CCO
Eastern Iowa Airport, Cedar Rapids	Don Swanson, Director of F & A	319.731.5715	dswanson@coairport.org	\$ 5,518,772	258,066	3,508	Parking, TICO
Eugene Airport	Tim Doll, Airport Director	541.682.5430	tim.m.doll@ci.eugene.or.us	\$ 4,405,540	229,836	2,084	Parking, Shuttle, TICO, CCO
Fort Wayne International	Scott Hinderman, Executive Director	260.747.4146	hinderman@fwairport.com	\$ 4,000,092	203,877	1,177	Parking, TICO
Great Falls International	John Faulkner, Airport Manager	406.727.3404	jfaulkner@gtfairport.com	\$ 1,069,379	99,125	1,220	Parking, TICO
Gulfport-Biloxi International	Clay Williams, Executive Director	228.863.5951	cwilliams@flygt.com	\$ 2,227,700	110,117	1,366	Parking, Taxi Starter, TICO
Harrisburg International	Marshall Stevens, Deputy Exec. Director	717-948-3900	marshalls@saraa.org	\$ 3,302,892	107,687	5,227	Parking, Shuttle, TICO
Killeen Fort Hood Regional	Matt Van Valkenburg, Director	254.501.8700	mvanvalkenburgh@killeentexas.gov	\$ 828,076	107,290	1,456	Parking, TICO
Lubbock International	Kelly Campbell, Director of Aviation	806.775.3226	kcampbell@mail.ci.lubbock.tx.us	\$ 3,320,574	205,217	1,884	Parking, Shuttle, TICO
McGhee Tyson (Knoxville, TN)	Bill Morrison, President	865.342.3000	bill.morrison@tys.org	\$ 10,796,484	376,207	3,564	Parking, TICO
Minot International	Rick Feltner, Airport Director	701.857.4724	Rick.Feltner@minotnd.org	\$ 1,379,156	72,637	1,450	Parking
Missoula International	Cris Jensen, Director of Airports	406.728.4831	cris.jensen@flymissoula.com	\$ 2,470,131	185,788	1,063	Parking, TICO
Myrtle Beach International	Scott VanMoppes, Director of Airports	843.448.1580	vannmoppes@horrycounty.org	\$ 4,892,745	284,255	1,746	Parking, Shuttle, CCO
Northwest Arkansas Regional	Kelly Johnson, Airport Director	479.205.1000	kelly.johnson@flyxna.com	\$ 6,443,085	290,386	3,695	Parking, TICO, Valet
Northwest Florida Beaches Int'l	Parker McClellan, Executive Director	850.636.8950	pmcclellan@pcairport.com	\$ 3,041,997	169,866	1,344	Parking, Shuttle, TICO
Orlando Melbourne Int'l	Greg Donovan, Executive Director	321.723.6227	gdonovan@mlbair.com	\$ 1,822,915	96,406	1,065	Parking, TICO
Pensacola International	Dan Flynn, Airport Director	850.436.5000	dflynn@ci.pensacola.fl.us	\$ 6,145,108	310,386	2,801	Parking, Shuttle, TICO
Phoenix Mesa Gateway Airport	Alex Smith, C.M., Operations Manager	480.988.7640	asmith@gatewayairport.com	\$ 484,694	34,078	5,324	Parking, Shuttle, TICO
Plattsburgh International	Chris Kreig, Airport Manager	518.565.4794	chris.kreig@clintoncountygov.com	\$ 2,289,609	137,683	3,265	Parking, Shuttle, TICO, POF
Rapid City Regional	Toni Broom, Dir. Fin. & Admin.	605.394.4195	toni.broom@rcgov.org	\$ 1,920,787	117,572	1,025	Parking, TICO, PIL
Rochester International	John C. Reed, Executive Director	507.282.2328	jreed@flyrst.com	\$ 1,074,472	52,869	1,089	Parking
Santa Barbara Airport	Deanna Zachrisson	805-692-6030	dzachrisson@santabarabara.gov	\$ 2,900,000	124,104	1,440	Parking, Shuttle, TICO
Sarasota Bradenton Int'l	Fredrick Piccolo, Executive Director	941.359.5200	fredrick.piccolo@srq-airport.com	\$ 3,560,575	367,311	1,853	Parking, Shuttle, Valet, TICO
South Bend Regional	Mike Daigle, Executive Director	574.282.4590	midaigle@sbnair.com	\$ 3,259,253	181,215	2,294	Parking, Valet, TICO, CCO, POF
St Petersburg Clearwater Int'l	Tom Jewsbury, Airport Director	727.453.7800	jewsbury@flyzpie.com	\$ 4,094,814	281,102	2,662	Parking, Shuttle, TICO
Syracuse International	Christina Callahan, Executive Director	315.454.3253	callahan@syrairport.org	\$ 11,055,406	385,744	5,600	Parking, TICO, POF, AVI
Tallahassee International	David Pollard, Interim Director of Aviation	850.891.7815	david.pollard@taligov.com	\$ 3,467,747	201,648	1,651	Parking, Valet, TICO
Tri Cities/Pasco Airport, WA	Ron Foraker, Airport Director	509.547.6352	rforaker@portofpasco.org	\$ 3,407,173	269,492	1,542	Parking, TICO

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18



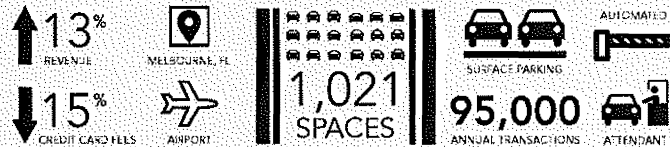
TECHNOLOGY
SOLUTIONS



BEFORE

CASE STUDY

ORLANDO MELBOURNE
INTERNATIONAL AIRPORT



When it comes down to parking operations and the complexities of how it relates to airports, Republic has the experience, knowledge, people, and relationships that we depend upon to find the solutions for our airports.

Greg Donovan, A.A.E.
Executive Director

SITUATION

- The parking facility was self-operating with a uniform parking fee. It did not serve short-term customers sufficiently with a premium fee for prime spaces.
- New revenue control equipment was required to better serve all customers and segregate short-term and long-term lots.
- Modernization of equipment and exit plaza, replacement of entrance and exit canopies, and a new parking layout were needed to improve traffic flow at the lot.

APPROACH

- Divided the facility into short-term and long-term parking sections. This allowed the parking operation to charge a premium rate for short term parking.
- Purchased & installed new HUB DATAPARK equipment in both sections and incorporated credit card processing fees into the RPS network, thereby saving approximately 15% on these fees.
- Designed and installed clear, modern signage in strategic locations throughout the facility
- Added an additional exit lane and replaced the exit plaza and entrance canopies.
- Redesigned the parking office plaza and exit booths.

RESULTS

- Maximized lot utilization by providing short-term parking spaces at the front of the facility and moving long-term customers to the back.
- Increased overall revenues by 13% in the first year due to new revenue control procedures and equipment.
- Reduced credit card processing fees by \$36,000 annually with integration into the RPS network.
- Achieved operational efficiencies by dividing the lot, adding an exit lane, and improving the traffic flow.

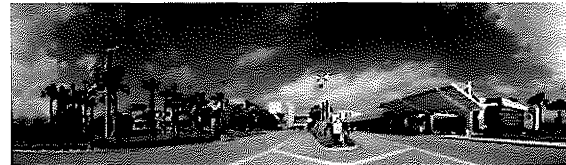
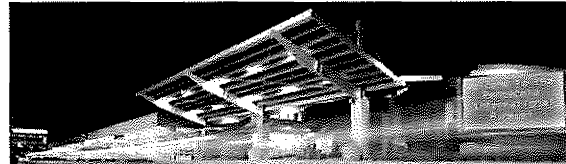
PENSACOLA INTERNATIONAL AIRPORT

Republic Parking System began Management of the Parking and Shuttle operation at the Pensacola International Airport in February of 2011.

At Pensacola, Republic Parking System began by providing a very smooth transition during significant construction. The new operation included a substantial investment in new shuttle vehicles. Within the first two months the Airport asked if we would be interested in taking over the Terminal Curbside policing. Although this is not our main business we quickly converted this operation to be covered under our management Agreement. In addition, within the first two years we selected, purchased and installed new revenue control equipment for the Airport.

All this was accomplished while decreasing expenses to the Airport by 16% (or more than \$150,000 annually) and increasing revenue by over 10.0% (or \$230,000) when balanced against enplanement growth.

Melinda Crawford, Airport Director at that time said, "We had been with our previous operator for 20 years and the transition was easy and seamless. We did not know what we were missing until we hired Republic."



Pensacola Gulf Coast Regional AP
2430 Airport Blvd, STE 225
Pensacola, Florida 32504
Mr. Dan Flynn
Airport Director
850/436-5000
d.flynn@ci.pensacola.fl.us

Type of Agreement:	Management Agreement
Contract Term:	Since 2011 (6+ years) (ongoing)
Size of Operation:	Garage: 1,280 spaces Surface Lots (2): 1,640 spaces Total Spaces: 2,920
Gross Receipts:	2016: \$5.4 million
Number of Employees:	28
Other Information:	Annual Transactions: 300,000 Annual Budget: \$902,000 Within or under budget All years.
Other Services:	Shuttle: 3-14 pax vehicles All ADA-equipped Curbside Traffic Attendants
Revenue Control System:	HUB - Data Park
Other:	LPI, TICO

SARASOTA BRADENTON INTERNATIONAL AIRPORT

Republic Parking System has provided parking management and shuttle service to the Sarasota Bradenton International Airport since 1986. We have maintained the business through several re-proposal processes.

Most recently Republic Parking invested \$160,000 in new technology, instituting the Thanks Again Miles Reward Program and starting a Valet Parking Service for the Airport. Our continuous relationship and exceptional service provided to the Airport has prompted Fred Piccolo President and CEO to say, *"They [Republic] have done an exemplary job for the Airport and we have found them attentive and responsive to our needs."*



Sarasota Bradenton Int'l Airport
600 Airport Circle
Sarasota, Florida 34243
Mr. Rick Piccolo
President & CEO
941/359-5200
fredrick.piccolo@srq-airport.com

Type of Agreement:
Contract Term:
Size of Operation:

Number of Employees:
Other Information:

Other Services

Revenue Control System:
Other:

Management Agreement
Since 1986 (30 + years) (ongoing)
Surface Lot: 1,410 Spaces
1 Exit Plazas 5 booths
Gross Receipts: 2015: \$3.4 million
20
Annual Transactions: 285,000
Annual Budget: \$550,000
Shuttle Service: 3-13 passenger
Valet Parking
Magnetic Automation/Standard
LPI, TICO, VALET



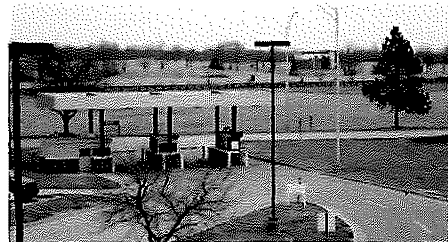
LEXINGTON – BLUE GRASS AIRPORT

Republic Parking System has provided the parking and valet parking service for the Blue Grass Airport for more than 38 years. We have maintained the Contract through multiple bidding processes.

During our tenure with the Airport we have assisted in the design and financial feasibility studies for the parking structure. We purchased and replaced the PARCS system multiple times, designed and instituted a very successful curb-side, no-wait valet parking operation. When using valet you can have your car washed or detailed, have your dry-cleaning done and have several minor car services done such as tune-ups and oil changes while the customer is away. When asked we even stepped up and found a solution to assist the Airport in providing luggage carts.

We have worked with the current Executive Director in Lexington at two Airports including Toledo, Ohio.

Eric Frankl said, *“In both my experiences with them, they have educated themselves about the particular nuances of the Airport and provided recommendations on how to best improve the parking operation... Republic has been proactive, responsive and a pleasure to work with.”*



Lexington Blue Grass Airport
4000 Terminal Drive, Suite 206
Lexington, Kentucky 40510
Mr. Eric Frankl
Executive Director
859/425-3100
efrankl@bluegrassairport.com

Type of Agreement:
Contract Term:
Size of Operation:

Concession
Since 1975 (41+ years) (ongoing)
Garages: 950 Spaces
Surface Lots: 1949 Spaces
Total Spaces: 2899 Spaces
Exit Plazas: 3 lanes
2016: \$6.8 million
16
Annual Transactions: 289,729
Annual Budget: \$650,000
Valet Parking, Luggage Carts, Taxi Billing, Shuttle
ZEAG
AVI, TICO

Gross Receipts:
Number of Employees:
Other Information:

Other Services:

Revenue Control System:
Other:

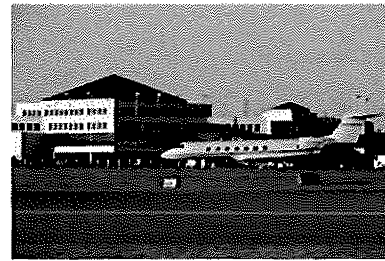
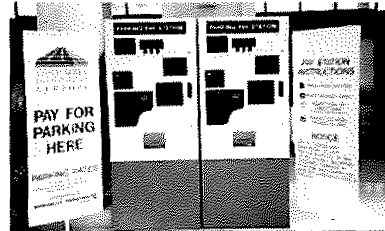


COLUMBIA METROPOLITAN AIRPORT

Republic Parking System has served as operator for Columbia Metropolitan Airport since 2002 providing both parking management and terminal curbside valet parking services to patrons of the Airport.

When Republic took over this operation in 2002 we immediately instituted revenue control procedures. First year revenues from this operation were \$1,852,000. By the end of the 2nd year of operation revenues had grown 72% to \$3,200,000.

During our tenure we assisted in the financial feasibility and design review for construction of a parking garage. Most recently we purchased and installed a new space availability system to assist customers in finding available spaces. One of the advantages of the PARCS system is allowing frequent users immediate entrance and egress from the facility without having to take a ticket or stop to pay at the exit. A "chip" or "transponder" that uses AVI Technology automatically charges the patrons credit card upon exit from the facility and immediately sends them a receipt via email. Those revenues have now grown to \$6,000,000 for calendar year 2016.



Columbia Metropolitan Airport
3000 Aviation Way
West Columbia, SC 29170
Mr. Dan Mann
Airport Director
803/822-5141
d.mann@columbiaairport.com

Type of Agreement:
Contract Term:
Size of Operation:

Exit Plazas:
Gross Receipts:
Number of Employees:
Other Information:

Other Services:
Revenue Control System:
Other:

Management
Since 2002 (15 + years) (ongoing)
Garages: 2500 Spaces
Surface Lots: 2750 Spaces
Total Spaces: 5250 Spaces
7 lanes
2016: \$6 million
Annual Transactions: 259,000
Annual Budget: \$750,000
Valet Parking
HUB -- Data Park
LPI, POF, TICO



STAFFING PLAN

The parking operation staffing schedule is developed based on flight schedule as well as size (number of passenger seats) of the Airplanes on that schedule. The following is the proposed initial parking operation staffing schedule based on the current physical layout of the parking facilities as well as Flight Schedule. We work closely with the Airport Staff and Airline schedule to develop and modify our parking staffing schedule to allow us to adjust quickly to any changes. This insures we always provide excellent customer service but also operate as efficiently and cost effectively as possible. We will monitor the traffic at the exit and continue to ensure that this staffing level schedule is sufficient to meet the customer service needs of the traveling public.

	AM											PM											Daily	Weekly		
	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	Total	Total
Facility Manager												Alternating Days											10	40		
Assistant Manager																									8	40
Cashier																									20	140
Shuttle Driver																									20	140
Utility, Maintenance & LPI																									8	56
																							66	416		

Staffing Philosophy:

Republic Parking System has an internal policy that all airport operations utilize both a manager and assistant manager. The manager is required to work and be at the airport during normal business hours to immediately address Airport concerns/issues, work with vendors, do reporting, review the facility & operation, hire & train employees and communicate with the regional vice president and corporate office.

The assistant manager is scheduled during the evening hours opposite the manager. This allows our operation a better trained, higher level employee (the assistant manager) to work the busier evening shifts. Additionally, having an assistant manager allows our operations to always have a backup if anything were to happen to the manager.

FINANCIAL PROPOSAL

Based on the recommendations as outlined within this proposal in response to ITN AP 56-18, we submit the following financial offering:

Republic Parking proposes to operate the parking and transportation program for Destin-Fort Walton Beach (VPS) Airport under a management fee arrangement. Republic Parking shall be reimbursed for the approved costs associated with the operation and management of the parking facilities.

Republic Parking will receive a monthly fee of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) or Two and One-Half Percent (2.5%) of the monthly net operating surplus (profit) whichever is greater.

Republic Parking shall purchase and cause to be installed a new Parking Access Revenue Control System (PARCS), such as outlined in **Exhibit C**. VPS shall reimburse Republic Parking upon installation and acceptance of the system.

The full “not to exceed” cost of the PARCS as specified and requested in the ITN document is \$550,000, as outlined in Exhibit C. If the Airport would prefer to eliminate some of the features it requested in the ITN, the cost of the PARCS would be reduced. Additionally, Republic has added a \$60,000 rebate to the airport as detailed within the contract.

YEAR 1 BUDGET ASSUMPTIONS MAJOR EXPENSES:

<i>Wages</i>	based on staffing schedule and replacement of PARCS
<i>Payroll Taxes</i>	10% of gross wages
<i>Worker’s Compensation</i>	4% of gross wages
<i>Health & Welfare</i>	Reimbursement for employee elective
<i>Uniforms</i>	Periodic replacement of existing and new employees
<i>Insurance – Liability/Auto</i>	Per ITN coverages and limits
<i>Telephone</i>	Land line, communications, mobile
<i>Ticket Supply</i>	PARCS tickets
<i>General Supplies</i>	Cleaning, janitorial, non-office
<i>Credit Card Processing</i>	Costs associated with all processing, based on 80% credit usage
<i>PARCS/Charging Stations - Maintenance</i>	1 st year – under warranty
<i>Storage</i>	For contractually required records

REQUIRED FORMS

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: 08/15/2018

SIGNATURE: 

COMPANY: Republic Parking System, LLC

NAME: Ty Stafford

(Typed or Printed)

ADDRESS: 633 Chestnut Street, Suite 2000
Chattanooga, TN 37450

TITLE: CEO

E-MAIL: tstafford@rmpark.com

PHONE NO.: 423-756-2771

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.

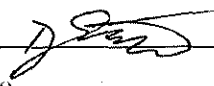
Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: X

NAME(S)	POSITION(S)
_____	_____
_____	_____
_____	_____

FIRM NAME: Republic Parking System, LLC

BY (PRINTED): Ty Stafford

BY (SIGNATURE): 

TITLE: CEO

ADDRESS: 633 Chestnut Street, Suite 2000, Chattanooga TN 37450

PHONE NO.: 423-756-2771

E-MAIL: tstafford@impark.com

DATE: 08/15/2018

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 Securities 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.

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

DATE: 08/15/2018

SIGNATURE: 

COMPANY: Republic Parking System, LLC

NAME: Ty Stafford

ADDRESS: 633 Chestnut Street, Suite 2000
Chattanooga, TN 37450

TITLE: CEO

E-MAIL: blinchart@republicparking.com

PHONE NO.: 423-756-2771

CONE OF SILENCE

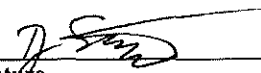
The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents 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 Republic Parking System, LLC
Signature Company Name

On this 15 day of August 2018 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.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the proposal: Virgin _____ or Recycled X (Check the applicable blank). If recycled, what percentage 100 %.

Product Description: Parking Management Services

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: NA

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: NA

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Bob Linchart, Senior Vice President

E-Mail: blinchart@republicparking.com

INDEMNIFICATION AND HOLD HARMLESS

Respondent 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 intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Republic Parking System, LLC

Respondent's Company Name


Authorized Signature - Manual

633 Chestnut Street, Suite 2000, Chattanooga, TN 37450

Physical Address

Ty Stafford

Authorized Signature - Typed

Same as physical address

Mailing Address

CEO

Title

423-756-2771

Phone Number

423-265-5728

FAX Number

423-595-1977

Cellular Number

423-756-2771

After-Hours Number(s)

08/15/2018

Date

tstafford@impark.com

Email Address

COMPANY DATA

Respondent's Company Name: Republic Parking System, LLC

Physical Address & Phone #: 633 Chestnut Street, Suite 2000
Chattanooga, TN 37450
423-756-2771

Contact Person (Typed-Printed): Bob Linehart, Sr. Vice President

Phone #: 423-756-2771

Cell #: 423-595-1977

Email: blinchart@republicparking.com

Federal ID or SS #: 59-1162686

DUNS #: 04-775-0328

Respondent's License #: M16000009638

Fax #: 423-265-5728

Emergency #'s After Hours,
Weekends & Holidays: 423-595-1977

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 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 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.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

MANAGEMENT OF PARKING FACILITIES AT DESTIN-FORT
WALTON BEACH (VPS) AIRPORT
ITN AP 56-18

(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: Republic Parking System, LLC
Entity Address: 633 Chestnut Street, Suite 2000
Duns Number: 04-775-0328
CAGE Code: 1ZH36

ADDENDUM ACKNOWLEDGEMENT
ITN AP 56-18

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

ADDENDUM NO.

DATE

1

08/09/2018

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.

LOBBYING - 31 U.S.C. 1352, as amended

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:

1. 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence 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
3. 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.

The Contractor, Republic Parking System, LLC 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.

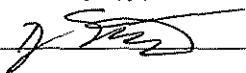
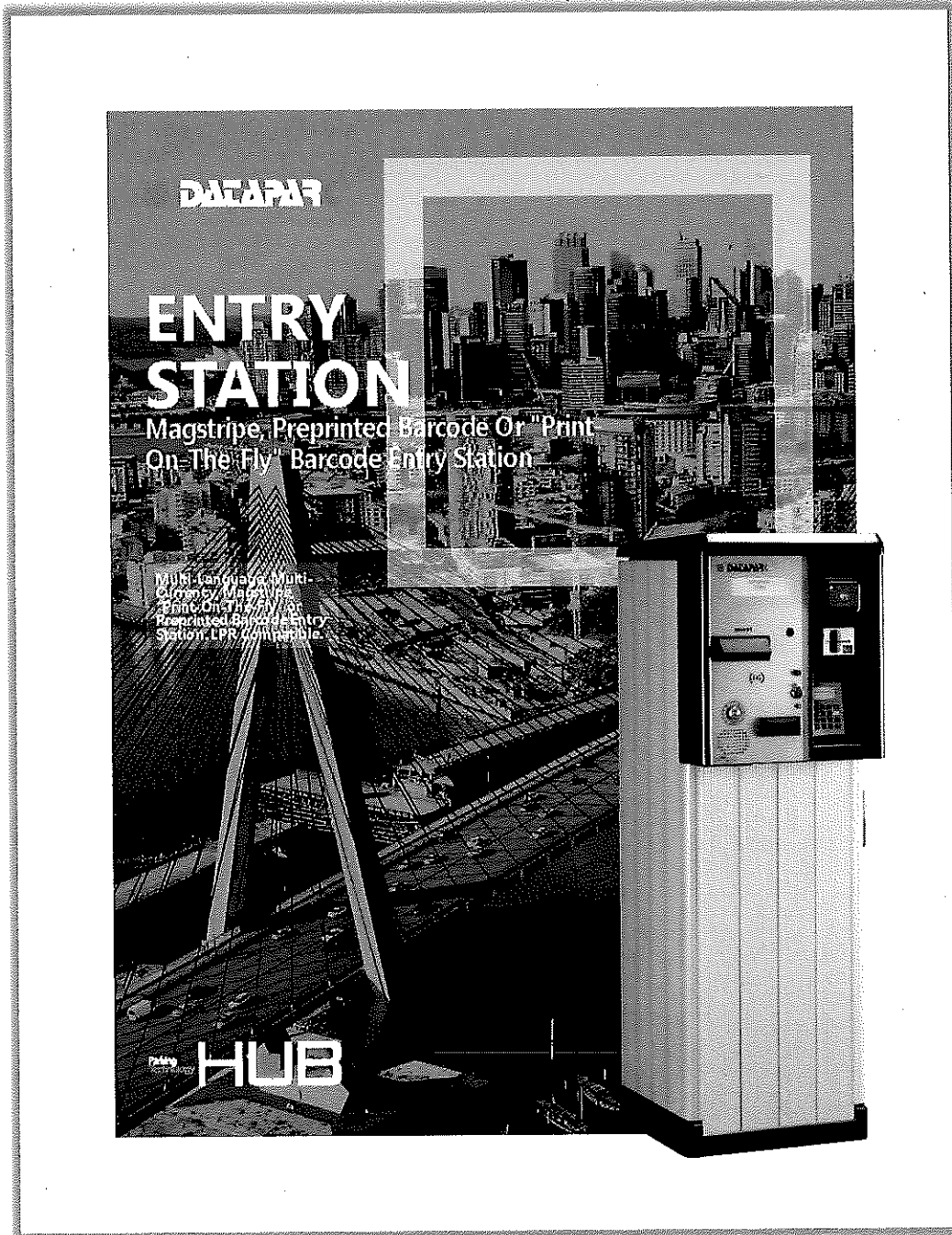
 Signature of Contractor's Authorized Official
Ty Stafford, CEO Name and Title of Contractor's Authorized Official
08/15/2018 Date

EXHIBIT A: PARCS EQUIPMENT



Base model

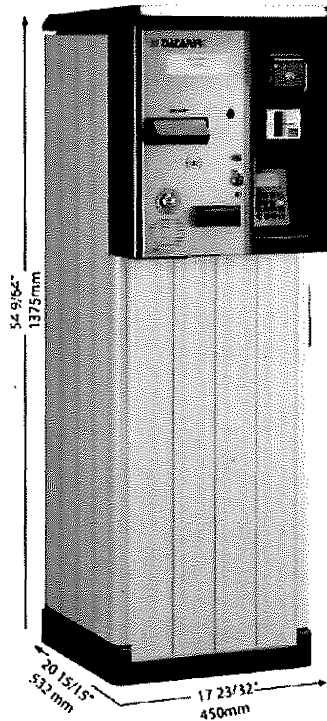
- Barcode Printer
- Control Unit
- Terminal Board
- Voice Board
- Graphic Display
- Ticket Collection Sack / Approx. 2,000 Tickets
- Ticket Cardboard Box Platform / 10,000 Tickets
- Test Control Panel
- Speaker
- Heater 450W
- Power Supply
- Right Access Door
- Safety Lock and Keys
- All Necessary Cutouts for EMV Contact and Contactless Readers Fitting
- Top and Base: Steel painted RAL7021 Dark Grey

Options

- OEM Barcode Scanner Internal / Print-On-The-Fly Discount Operation
- OEM Barcode Scanner External / Print-On-The-Fly Discount Operation
- Receipt Printer - Internal
- Mini Proximity Reader - Internal
- Maxi Proximity Reader - Side Mounted
- Insert Reader - Outdoor - Dual Head
- Handicap Verifier - Side Mounted
- Sign - Indoor
- Sign - Outdoor
- Intercom Button
- Custom Color
- Left Access Door
- IP Intercom
- IP Video Camera
- Power Heater 600W
- Access Keyboard / No Proximity Reader
- EMV Contact Reader (Country / Region Specific)
- EMV Contactless Reader (Country / Region Specific)
- EMV Chip & Pin (Country / Region Specific)

Standard Features

- Online System
- TCP/IP or RS485 Communication Mode
- Programmable Graphic Display
- Push Button or Auto Ticket Issuance
- Voiding of Tickets
- Backout Logic
- Custom Management Reporting
- Remote Rate Change
- Input Programming Logic
- Gateless Count Logic
- Credit Card In / Credit Card Out Option
- 32 Programmable Rates
- 256 Programmable Validations
- 64 Time Zones
- Tax Calculation
- Holiday Rates Programming
- Blackout Dates Programming



Peripheral Dimensions (W x D x H)
450 mm x 532 mm x 1375 mm
17 23/32" x 20 15/16" x 54 9/16"
Power Consumption
515w
Electrical
115 - 230 VAC, 50-60Hz



* Photo is overall representation. Peripheral components may vary based on final configuration.

DATAPAR

FEE COMPUTER

Fee Computer

Multi-language, Multi-Currency, Universal Online (TCP/IP, RS485) or Stand-Alone Fee Computer. Multiple Operating Modes: Entry, Exit, Central Payment, Valet, Operation Station, Barcode, Magstripe or Combined Operation.

HUB

FEE 2.00

Base model

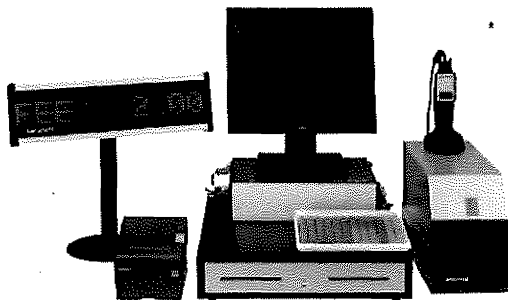
- Validator Unit - PrintHead & MagHead
- 15" Monitor
- Receipt Printer Standard Thermal
- DP6400 Fee Sign
- PS/2 Keyboard
- Control Unit
- Extension Board
- Terminal Board
- Readers Board
- Power Supply

Options

- Ticket Loading / Prepay / Card Encoding / DP5905 Cutter
- Barcode on Maghead / Preprinted Barcode Tickets
- OEM Barcode Scanner
- Mini Proximity Reader - Internal
- Maxi Proximity Reader - Side Mounted
- Receipt Printer - Thermal Slip
- Journal Printer
- Cash Drawer
- PS/2 Preh Keyboard Standard w/o Swipe

Standard Features

- TCP/IP or RS485 Communication Mode
- 99 Operators
- Programmable Keyboard
- Bi-Directional Transport Mechanism with Ticket Retractor
- 2-Way Up Reading of Magstripe Tickets and Cards
- Management Reports
- Monthly Payment with Database Interface
- Recharge and Process MagStripe / Proximity Debit and Usage Cards
- 32 Programmable Rates
- 256 Programmable Validations
- Prepays, Refunds, Deposits
- Tax Calculation
- Blackout Dates Programming
- Holiday Rates Programming
- Validation Application Matrix
- 8 Dual Opto-Isolated Inputs
- 4 Relay Outputs (common, NC/NO dry contacts)



Peripheral Dimensions (W x D x H)
128 mm x 42 mm x 142 mm
5.1' x 1.7' x 5.6'
Power Consumption
15w



* Photo is overall representation. Peripheral components may vary based on final configuration.

DATAPARK

AUTOMATED PAY STATION

Bill To Bill Pay Station

Multi-Language, Multi-Currency, Universal Online (TCP/IP/RS485) or Stand-Alone Automatic Bill-To-Bill Pay Station. Barcode, Magstripe or Combined Operation. LPR Compatible. Can be used as POE, PTL, Pay-by-Space and Pay&Display Application. Issues up to 4 Denominations of Coins and 3 Denominations of Notes.

HUB

DATAPARK

Base model

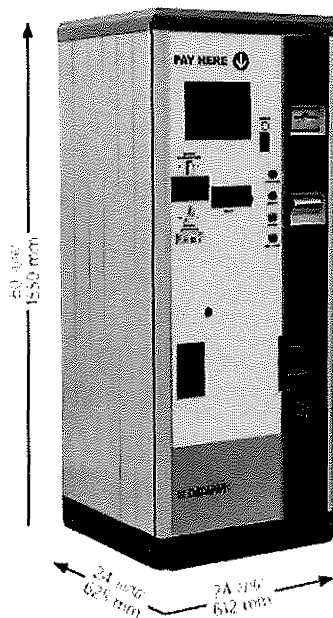
- Validator Unit - PrintHead & MagHead
- Bill Acceptor / Bill Dispenser - Cash Code Bill-to-Bill / 3 Notes
- Coin Acceptor - NRI
- Coin Hopper - MK4 Universal Hoppers - 3 Units
- 2 Buttons - Receipt & Cancel
- 6.4" Programmable Graphic Display
- Control Unit
- Extension Board
- Terminal Board
- Voice Board
- Speaker
- Heater
- Safety Lock
- Power Supply
- Keys to Coin Safe, Coin Box, Coin Hoppers, Bill Dispenser & Door
- All Necessary Cutouts for EMV Contact and Contactless Readers Fitting
- Top and Base: Steel painted RAL7021 Dark Grey
- Housing: Aluminum, RAL9006 Light Grey
- Clock: Real Time, Synchronized with Server

Options

- CH4 Coin Hopper - Issues 4 Denominations of Coins
- No CH3 - Issues 2 Denominations of Coins
- Without Coins
- Coin Safe Box Spare
- 2-Way Down Reading of Magstripe Tickets or Cards
- Chip & PIN Plus Wave & Pay Terminals (subject to specific certification)
- EMV Contact Reader (Country / Region Specific)
- EMV Contactless Reader (Country / Region Specific)
- Additional Side Housing for Full EMV Chip & Pin and Contactless Reader Configuration
- Ticket Loading / Prepay / Card Encoding / DP5905 Cutter
- Barcode on Maghead / Preprinted Barcode Tickets
- OEM Barcode Scanner - Internal / Print-On-The-Fly Operation
- OEM Barcode Scanner - Side Mounted / Print-On-The-Fly Operation
- Mini Proximity Reader - Internal / DP810 Included
- Maxi Proximity Reader - Side Mounted / DP810 Included
- Insert Reader - Outdoor - Dual Head
- Journal Printer
- Intercom Button
- Pre-Pay Button
- Lost Ticket Button
- Pay and Display
- Pay-By-Space
- Custom Color

Standard Features

- TCP/IP or RS485 Communication Mode
- Voice Assistance
- Display Animation
- Bi-Directional Transport Mechanism with Ticket Retractor
- 2-Way Up Reading of Magstripe Tickets and Cards
- Issues 3 Denominations of Coins
- Issues 3 Denominations of Notes
- Bill-to-Bill Escrow MODE - Max 20 Different Notes
- Management Reports
- Remote Lost Ticket
- Remote Rate Change
- Negotiable Amounts
- Monthly Payment with Database Interface
- Recharge and Process MagStripe / Proximity Debit and Usage Cards
- Student Discount Cards
- Refund Vouchers
- 32 Programmable Rates
- 256 Programmable Validations
- Prepays, Refunds, Deposits
- Tax Calculation
- Holiday Rates Programming
- Blackout Dates Programming
- Validation Application Matrix
- 8 Dual Opto-Isolated Inputs: 4 Relay Outputs (common, NC/NO dry contacts)



Peripheral Dimensions (W x D x H)

615 mm x 620 mm x 1545 mm
24 3/16" x 24 13/32" x 60 53/64"

Base Dimensions (H)

50 mm; 200 mm
2"; 7 14/16"

Power Consumption

970w

Electrical

100 - 240 VAC, 50-60Hz

Temperature

-4F (-20°C) 131F (55°C)

Humidity

30% - 85% Non Condensing



* Photo is overall representation. Peripheral components may vary based on final configuration.

DATAPAR

EXIT STATION

Magstripe, Barcode Exit Station

Multi-Language, Multi-Currency, Multi-Coin, (TCP/IP, RS-485) or Stand-Alone Exit Station. Barcode, Magstripe or Combined Operation. LPR Compatible.

HUB

Base model

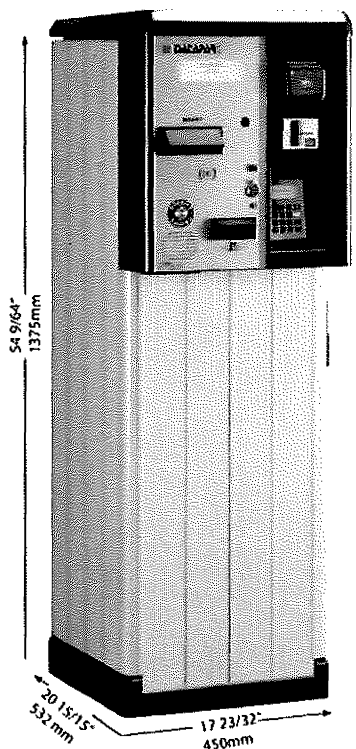
- Validator Unit - PrintHead & MagHead
- Control Unit
- Terminal Board
- Voice Board
- Graphic Display
- Ticket Collection Sack / Approx. 2,000 Tickets
- Ticket Cardboard Box Platform / 10,000 Tickets
- Test Control Panel
- Speaker
- Heater 450W
- Power Supply
- Right Access Door
- Safety Lock and Keys
- All Necessary Cutouts for EMV Contact and Contactless Readers Fitting
- Top and Base: Steel painted RAL7021 Dark Grey
- Housing: Aluminum, RAL 9006 Light Grey

Options

- 2-Way Up Reading of Magstripe Tickets or Cards
- 2-Way Down Reading of Magstripe Tickets or Cards
- Barcode on Maghead / Preprinted Barcode Tickets
- 2-Way Up Reading of Barcode Tickets
- OEM Barcode Scanner Internal / Print-On-The-Fly Operation
- OEM Barcode Scanner External / Print-On-The-Fly Operation
- Receipt Printer - Internal
- Mini Proximity Reader - Internal
- Maxi Proximity Reader - Side Mounted
- Insert Reader - Outdoor - Dual Head
- Handicap Verifier - Side Mounted
- Sign - Indoor
- Sign - Outdoor
- Intercom Button
- Access Keyboard / No Proximity Reader
- 4-Way Reading
- Custom Color
- Left Access Door
- IP Intercom
- IP Video Camera
- Power Heater 600W
- EMV Contact Reader (Country / Region Specific)
- EMV Contactless Reader (Country / Region Specific)
- EMV Chip & Pin (Country / Region Specific)

Standard Features

- Online System
- TCP/IP or RS485 Communication Mode
- Programmable Graphic Display
- Bi-Directional Transport Mechanism with Ticket Retractor
- 2-Way Up Reading of Magstripe Tickets and Cards
- Voiding of Tickets
- Backout Logic
- Remote Lost Ticket
- Custom Management Reporting
- Remote Rate Change
- Negotiable Amounts
- Input Programming Logic
- Gateless Count Logic
- Credit Card In / Credit Card Out Option
- Credit Card Payments
- Auto Ticket Receipt
- Credit Card Activated Prepays
- Operator Activated Prepays
- Debit / Usage Magstripe Cards
- Monthly Magstripe Cards
- 256 Access Control Levels
- 32 Programmable Rates
- 256 Programmable Validations
- 64 Time Zones
- Tax Calculation
- Holiday Rates Programming
- Blackout Dates Programming



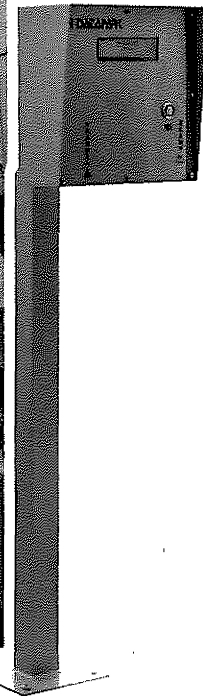
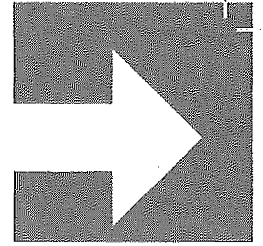
Peripheral Dimensions (W x D x H)
450 mm x 532 mm x 1375 mm
17 23/32" x 20 15/16" x 54 9/64"
Power Consumption
515w
Electrical
115 - 230 VAC, 50-60Hz



* Photo is overall representation. Peripheral components may vary based on final configuration.

Entry Station

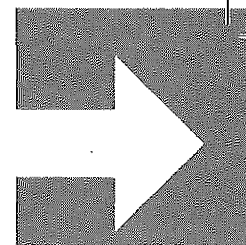
Proximity/Barcode Reader Housing & T-Pedestal



Parking Technology **DATAPARK**

Entry Station

Proximity/Barcode Reader Housing & T-Pedestal



BASE MODEL

Mini Reader / Barcode Housing &
T-Pedestal

Controller Board

Graphic Display

Built-In Power Supply

OPTIONS

OEM Barcode Scanner

IP Camera

Mini Proximity Reader

Numeric Key Pad

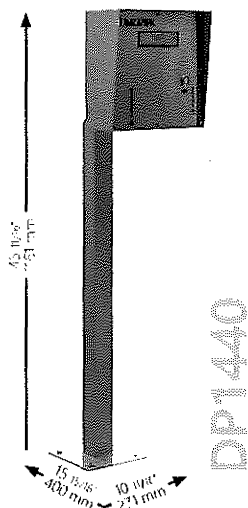
Intercom

Mini Proximity Reader and Barcode
Scanner Entry/Exit Station

STANDARD FEATURES

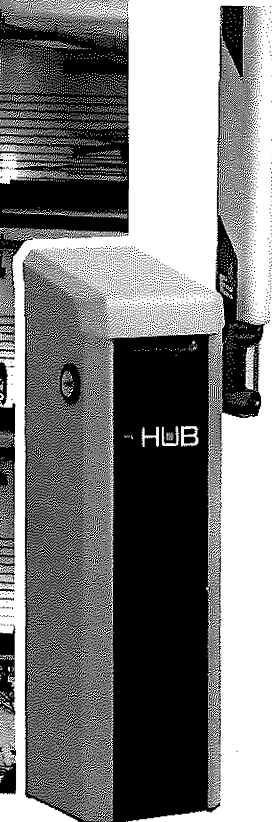
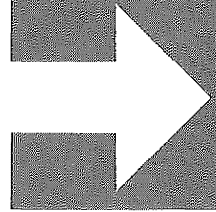
Dimensions:
15 12/16" W x 10 11/16" L x 45 11/16" H
400mm W x 271mm L x 1161mm H

Power Consumption: 105W



Barriers

MHTM™ MicroDrive



Parking
Technology **HUB**

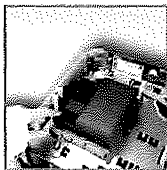
Parking Pro-M

MHTM™ MicroDrive

PARKING PRO-M barriers were specifically designed for highly frequented applications. The PARKING PRO-M barriers do not only offer fast opening times, long-life cycle, reliability and quality. Furthermore, they amaze with extraordinary design, extremely low operational costs, easy handling and almost maintenancefree technology.

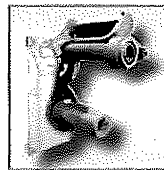
In a nutshell: PARKING PRO-M barriers are the first choice for car park operators that need to establish an easy and reliable vehicle access control.

- High ease of use and maximum accessibility
- Only 95W power consumption
- MCBF of 10 Mio cycles
- Safe control unit according to EN 13849
- Maximum connectivity (I/O, TCP/IP, RS-485, etc.)
- Best protection against corrosion thanks to extruded aluminium profiles and a base frame made of stainless steel
- Winner of the Red Dot Award Product Design 2012 and German Design Award 2014



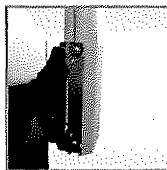
CONTROL UNIT

The control unit MGC Pro is compliant with EN 13849. It is located directly underneath the top cover and can be accessed from all sides. Configuring the barrier is easily accomplished via the LCD's intuitive user interface that can be navigated with just 4 push-buttons.



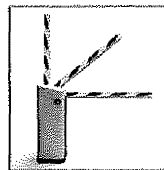
DRIVE UNIT

The drive unit is small in size but allows to obtain a high torque with an extremely minimized power consumption. The high torque guarantees best operation even under severe weather conditions. The motor, motor controller and gearing are all combined in one compact drive unit.



MICROBOOM AND BREAK-AWAY FLANGE

The Microboom with a foamed edge offers best protection against damages and harm to people. The optionally available break-away flange may be used to drop the whole barrier boom in case of an unwanted or forced drive-through.



LED ILLUMINATION STRIP

The optional LED strips illuminate the closing edge of the barrier boom on both sides. They are securely installed underneath the foamed edge protection.

The LED strips vastly enhance the visibility of the barrier boom. Even under poor conditions or at night, the barrier boom may be recognized from a long distance.

TECHNICAL DATA

Lane width max.	3,5 m
Opening / closing time	1,3 s
Power consumption max.	95 W
Duty cycle	100%
Supply voltage	Wide voltage range 85 - 264 V AC
Frequency	50 - 60 Hz
Housing dimensions (WxDxH)	315 x 360 x 1115 mm
Weight (without boom)	44 kg
Housing design	Powder-coated aluminium
Base frame	Powder-coated stainless steel
Protection class	IP 54
Compliant with	2004/108/EC, 305/2011, 2006/42/EC, CE, UL 325
Temperature Range	-30 to +55 °C

FEATURES

Microboom	Standard
Control unit	MGC Pro
Integrated 2-channel loop detector	Standard
Control unit modularly extendable	Standard
Variable I/O assignment	Standard
Number of digital inputs	8
Number of relay / digital outputs	6/4
Closing times selectable	Standard
Opening times selectable	Standard
Solar / battery option	Optional
Extended accessories	Optional
Specified number of cycles	10 Mio



Exhibit "B"

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

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

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

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 or 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, 1986 (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-

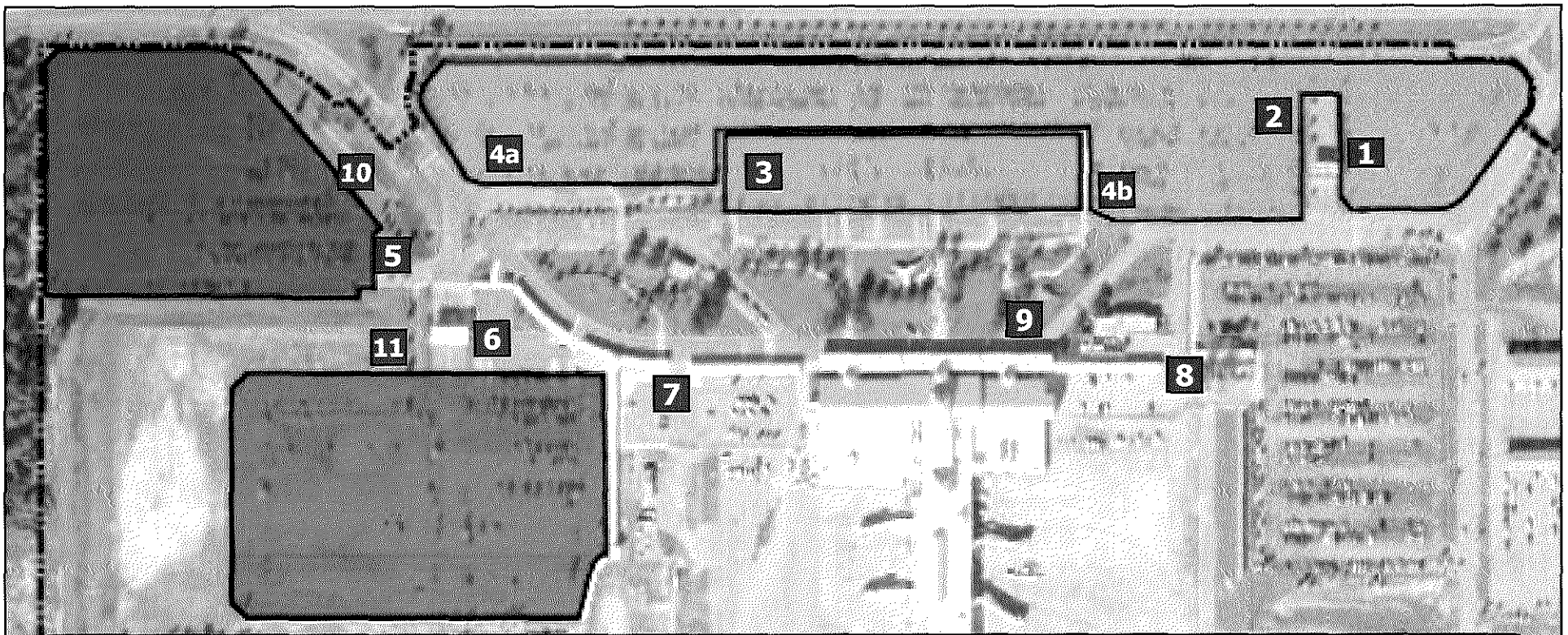
- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS contractor, and are normally provided for that COTS item); or
(ii) Construction;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

Exhibit "C"

Exhibit C - PARCS

Item/ Location	Quantity	Unit Cost	Total Cost
Parking Office & Exit Plaza			
Server & Software	1	\$ 37,984	\$ 37,984
Fee Computers	2	\$ 15,845	\$ 31,690
Exit Station w/Credit Card interface	2	\$ 13,702	\$ 27,404
Barrier Gate	3	\$ 3,445	\$ 10,335
Loops, Relays, surge protectors,and interface	1	\$ 3,613	\$ 3,613
Total			\$ 111,026
Short Term Lot			
Mag Stripe Entry Station	2	\$ 11,238	\$ 22,476
Barrier Gate	2	\$ 3,445	\$ 6,890
Loops, Relays, surge protectors,and interface	1	\$ 4,452	\$ 4,452
Total			\$ 33,818
Long Term Lot			
Mag Stripe Entry Station	2	\$ 11,238	\$ 22,476
Barrier Gate	2	\$ 3,445	\$ 6,890
Loops, Relays, surge protectors,and interface	1	\$ 6,678	\$ 6,678
Total			\$ 36,044
Credit Card Lot			
Mag Stripe Entry Station	2	\$ 11,238	\$ 22,476
Exit Station w/Credit Card interface	2	\$ 13,702	\$ 27,404
Barrier Gate	5	\$ 3,445	\$ 17,225
Loops, Relays, surge protectors,and interface	1	\$ 6,792	\$ 6,792
Parking Booth	1	\$ 42,000	\$ 42,000
Fee Computer	1	\$ 15,845	\$ 15,845
Total			\$ 131,742
Employee Lot			
DP 1440 Lane Controller	2	\$ 2,985	\$ 5,970
UHF Reader & Parts	2	\$ 3,428	\$ 6,856
Barrier Gate	2	\$ 3,445	\$ 6,890
Loops, Relays, surge protectors,and interface	1	\$ 3,194	\$ 3,194
Total			\$ 22,910
Taxi Lane			
Lane Controller & interface	1	\$ 3,292	\$ 3,292
UHF Reader & Parts	1	\$ 3,428	\$ 3,428
Barrier Gate	1	\$ 3,445	\$ 3,445
Loops, Relays, surge protectors,and interface	1	\$ 2,433	\$ 2,433
Total			\$ 12,598
Administrative Lot			
DP 1440 Lane Controller	2	\$ 2,985	\$ 5,970
UHF Reader & Parts	1	\$ 3,428	\$ 3,428
Barrier Gate	2	\$ 3,445	\$ 6,890
Loops, Relays, surge protectors,and interface	1	\$ 4,468	\$ 4,468
Civil Work	1	\$ 14,698	\$ 14,698
Total			\$ 35,454
Pre-Arranged Lot			
DP 1440 Lane Controller	2	\$ 2,985	\$ 5,970
UHF Reader & Parts	1	\$ 3,428	\$ 3,428
Barrier Gate	2	\$ 3,445	\$ 6,890
Loops, Relays, surge protectors,and interface	1	\$ 4,468	\$ 4,468
Civil Work	1	\$ 14,698	\$ 14,698
Total			\$ 35,454
Other Components and Parts			
Intercom System	1	\$ 22,911	\$ 22,911
Fee Computer in Booth Between Short & Long Term Lot	1	\$ 15,845	\$ 15,845
Three Level Counter Sign w/ civil	1	\$ 27,527	\$ 27,527
Contingent Signage Installation Cost	1	\$ 20,000	\$ 20,000
Spare Parts	1	\$ 12,120	\$ 12,120
Installation	1	\$ 40,954	\$ 40,954
Shipping	1	\$ 13,711	\$ 13,711
Total			\$ 153,068
Electric Charging Stations *	4	\$ 3,000	\$ 12,000
Contingency			\$ 50,000
Total Equipment Cost			\$ 634,114

* May only need two



1 **PARKING OFFICE**
 1 Central Server
 1 Management System
 1 Fee Computer

2 **MAIN EXIT PLAZA**
 2 Exit Stations
 1 TICO Pay in Lane
 1 Fee Computer
 3 Barrier Gates

3 **SHORT TERM LOT**
 2 Entry Stations
 2 Intercoms
 2 Barrier Gates

4a **LONG TERM LOT**
 2 Entry Stations
 2 Intercoms
 2 Barrier Gates

4b **LONG TERM LOT**
 2 Electric Vehicle
 Charging Stations

5 **EMPLOYEE LOT**
 2 AVI Readers
 2 Intercoms
 2 Barrier Gates

6 **CREDIT CARD ONLY LOT**
 2 Entry Stations
 2 Exit Stations CICO
 4 Intercoms
 4 Barrier Gates

7 **ADMINISTRATIVE LOT**
 1 AVI Reader
 1 Intercoms
 2 Barrier Gates

8 **PREARRANGED LOT**
 1 AVI Reader
 1 Intercoms
 2 Barrier Gates

9 **TAXI LANE**
 1 AVI Reader
 1 Barrier Gate

10 **LONG TERM - RETURN TO TERMINAL**
 1 Space Count Sign

11 **CREDIT CARD LOT - SHUTTLE ACCESS**
 1 Barrier Gate
 1 AVI Reader



**AGREEMENT
FOR ITN AP 56-18
WITH REPUBLIC PARKING SYSTEM, LLC
For the Management of Parking Facilities at the Destin-Fort Walton Airport (VPS)**

This Agreement is entered into by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, FL (hereinafter the "County"), and Republic Parking System, LLC, a foreign limited liability company, certified to do business in the state of Florida, whose principal address is 633 Chestnut Street, Suite 2000, Chattanooga, TN 37450 (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Contractor responded to the ITN AP 56-18 to manage the parking facilities at the Destin-Fort Walton Airport (VPS); and

WHEREAS, the County has now determined that it is in the best interest of the County to enter into an Agreement with the Contractor.

NOW, THEREFORE, the parties hereto agree as follows:

1. INCORPORATION OF DOCUMENTS

The following documents are incorporated by reference into this Agreement and are attached hereto:

1. Invitation to Bid & Respondent's Acknowledgement, ITN 56-18, Management of Parking Facilities at Destin-Fort Walton Airport (VPS), date of opening August 15, 2018, attached hereto as Exhibit "A" and any addendums thereto.
2. Exhibit "B", Federal FAA Required Contract Clauses, attached hereto and made a part of the agreement.
3. Exhibit "C", Equipment List, Map of location of equipment and cost of all equipment, attached hereto and made a part of the agreement.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

2. SCOPE OF SERVICES

The Contractor will manage the parking facilities at the Destin-Fort Walton Airport (VPS). Further detail of this scope is outlined in attached "Exhibit A" and any addendums attached hereto.

County reserves the right to amend or otherwise change the Parking Rate schedule at any time during the term of this Agreement. Further, County reserves the right to establish less Parking Rates than the minimum Parking Rates for special promotions and marketing programs and for County tenant and employee parking. Except as otherwise specifically authorized by County in writing, all users of the Facilities shall be charged the rates for such use established by County.

Upon request of County, Contractor shall periodically review and recommend to County, based upon survey results obtained from other regional commercial service airports of similar size and scope, proposed changes in the Parking Rates of existing parking lots in order to remain competitive with similar paid public parking facilities in the region. Contractor's obligation in this regard shall include recommending Parking Rates for

any new paid public parking lots or structures established by County. Any proposed changes to the Parking Rates shall only become effective upon approval and authorization of the County.

Due to the significant growth of the Destin-Fort Walton Beach Airport and through its Master Planning efforts and Airport Layout Plan updates, the Contractor should expect and support changes to all current parking lot layouts, additional equipment and infrastructure needs along with additional surface and vertical lot construction.

ADDITIONAL ITEMS TO BE INCLUDED IN THE SCOPE OF SERVICES THAT WILL BE PROVIDED BY THE CONTRACTOR

- Per the direction of the Airports Director, the Destin-Fort Walton Beach Airport will utilize a single parking rate (equal to current "Short Term rates).
- All signs will need to change to reflect the new parking rates, and the new parking lot names (for example, Parking Lot A and Parking Lot B).
- Cross Over from Short Term to Long Term equipment will not be installed and old equipment will be removed.
- The current parking office/main exit plaza needs to be painted and added to the contract.
- The new parking booth near the entrance on Long and Short Term entrances will have internet and communications wires connected. List equipment to be installed and identify in the exhibit.
- All entry and exit stations, gates and AVI readers will properly grounded.
- Add two additional gas or diesel shuttle carts with increased capacity. The airport must approve the new shuttle prior to being purchased.

3. PAYMENT

The Contractor will be paid upon, receipt of goods and submission of invoice, through the requesting department. The contractor will be paid in accordance with Exhibit "A" attached hereto and made a part of the contract.

4. BUDGET

By April 15 of each calendar year, during the term of this Agreement, or some other date as directed by the County, Contractor shall submit to County the Annual Budget containing all Reimbursements as defined in this section 4. Notwithstanding the foregoing, the Annual Budget may be amended during each Fiscal Year by mutual agreement of County and Contractor, including at direction of the County, the requirement for Contractor to provide additional staff and operating hours.

4.01 Reimbursements. Contractor shall be reimbursed for any of the following costs it incurs in managing and operating the Parking Facilities ("**Reimbursement**"):

- (1) Direct salaries and wages, including overtime, of personnel while directly employed on-site in the management and operation of the Parking Facilities under this Agreement.
- (2) The fringe benefit costs on direct salary and wage costs, allowable under paragraph 1 above, including the cost of unemployment, excise, and payroll taxes, contributions for social security and Medicare insurance, worker's compensation insurance, pension payments, hospitalization benefits, and vacation and holiday pay, if any.

- (3) Other direct non-salary costs incurred by Contractor for management and operation of the parking facilities, which shall include the following:
- a. Actual costs for its operation of an on-site Airport office, including such items as office supplies, postage, telephone expense, computer programming, on-site data processing costs, and furnishings;
 - b. The costs of maintaining Contractor owned and County owned Parking Equipment and operating equipment used in operation of the Parking Facilities as approved by County and shown in Exhibit C;
 - c. The cost of all other on-site direct management and operating expenses, including, but not limited to signage, tickets and forms, uniforms and badges, contract services, rental of equipment, annual audit expenses, lot maintenances (i.e. striping, sweeping, sealing, cleaning, repairs), service agreements, general supplies, taxes and licenses directly charged to the Parking Facilities site or operation, Airport approved bank and credit card services charges, insurance costs (i.e. auto insurance, general liability, garage keeper's limited liability insurance), vehicle fuel, marketing and promotional materials, internet access, utilities expenses, if any, and such other reasonable and necessary direct non-salary costs.

4.02 Non-Reimbursable Expenses. Contractor's costs for regional overhead, corporate and regional office expenses, all indirect and non-site specific expenses such as salaries and related expenses of non-resident or indirect legal, administrative, book keeping and executive personal, travel related expenses of home office staff, contract negotiation expenses, or otherwise any corporate and non-direct expense used for the operation of the parking facilities at the Airport shall not be reimbursable by County to Contractor.

5. TIMELINE FOR INSTALLATION OF EQUIPMENT

Replacement of all existing equipment will be installed and ready for use by the airport by March 31, 2019. All new equipment requiring new infrastructure (employee lot, administrative lot, taxi lot, and pre-arranged lot) will be installed by March 31, 2019 pending any additional time required for obtaining permits from the County or any other regulatory agency. The list of equipment that will be purchased on behalf of the County and map locating all installed and updated equipment is attached as Exhibit "C" hereto and made a part of the agreement. Exhibit "C" can be modified as needs change for the airport within the approved not to exceed equipment budget.

All new electronic signage (depicted at number 10 on Exhibit C) and the parkut booth at the entrance to the Long Term Credit Card Lot (depicted at number 6 on Exhibit C) will be installed based upon the time schedule of manufacturing, delivery, and installation of subcontractors not to exceed six months from the date of the contract execution.

5.2 EQUIPMENT ALLOWANCE FROM CONTRACTOR FOR EQUIPMENT

The contractor will provide a \$60,000 allowance towards the purchase of new equipment for the airport. The allowance will be referenced in Exhibit "C" which address all cost for equipment. All equipment will be purchased by the Contractor upon approval of the airport and reimbursed and owned by the airport.

5.3 PROJECT MANAGEMENT

The contractor is required to have project management on site to oversee the infrastructure and equipment installation.

5.4 PAYMENT CARD INDUSTRY (PCI) STANDARDS

(a) During the time that Contractor owns the Equipment, Contractor shall be responsible for maintaining compliance of the revenue-processing parking equipment and related hosting and other systems servicing the VPS Parking Facility, including their deployment in their current configuration (the "Systems") with prevailing industry standards governing the storing, handling, processing and transmission of personal and financial information, including, but not limited to, Payment Card Industry standards (collectively, the "Standards").

(b) Once ownership of the Equipment has transferred to County, Contractor shall continue to be responsible for maintaining compliance of the revenue-processing parking equipment and related hosting and other systems servicing the VPS Parking Facility, (the "Systems") with prevailing industry standards governing the storing, handling, processing and transmission of personal and financial information, including, but not limited to, Payment Card Industry standards (collectively, the "Standards"). County agrees not to knowingly make any changes to the Systems which may impact their compliance with the Standards during the Term of this Agreement or any extensions without first apprising Contractor in writing, it being the intent of the parties that Contractor shall at all times have current information regarding the Systems for Standards compliance purposes and be fully accountable to County with respect thereto.

(c) Contractor shall notify County in writing if it becomes aware that the Systems or any portion thereof are not compliant with the Standards at any time during the Term, and shall obtain competitive quotations for requisite upgrades, the cost of which shall be paid by County. All costs incurred by Contractor in the performance of its obligations under this subsection (c) shall be reimbursed by County, provided that Contractor shall seek the prior approval of County for any proposed cost that exceeds the sum of \$10,000, such consent not to be unreasonably withheld.

(d) If County does not approve an upgrade or other expenditure requested by Contractor to maintain compliance of the Systems with the Standards, County agrees to indemnify and hold Contractor harmless from and against all claims incurred by, imposed upon, brought or asserted against Contractor arising from non-compliance with the Standards, and waives any and all claims it may have against Contractor for any adverse impact upon Gross Revenue arising directly from non-compliance of the Systems. The foregoing indemnity and waiver shall be limited by the extent to which the claims arise out of or are attributable to the negligence or non-performance of Contractor with its obligations under subsection (b).

(e) If the services of an independent Qualified Security Assessor are obtained with respect to compliance of the Systems, the report of the Qualified Security Assessor and any certificates of compliance issued by the Qualified Security Assessor shall be determinative as to the compliance of the Systems. The fees of any Qualified Security Assessor shall be paid by the owner of the Systems at the time.

6. DURATION OF AGREEMENT AND TERMINATION

The Agreement will begin on when all parties have signed the contract and run for five (5) years with the option for one (1) five (5) year renewal period upon agreement by both parties and upon advance notice of ninety days.

The County may terminate this Agreement for cause, if it determines that the Contractor is not satisfactorily performing the requirements under this Agreement, upon thirty (30) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. The Contractor shall have ten (10) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) terminate the Agreement, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses

to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

This Agreement may be terminated without cause by the County upon thirty (30) days written notice to Contractor. The County further reserves the right to unilaterally cancel this Agreement for refusal of the Contractor to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt by law.

If the County terminates the Agreement with or without cause, the County will notify the Contractor of such termination in writing, with instructions to the effective date of termination. The Contractor shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

7. AUDIT PROVISION

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 Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

8. INSURANCE PROVISION

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such 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.
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. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation 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. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
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.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. 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 other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. 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

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

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. Worker's 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

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.

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage 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, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' 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 and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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 consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

9. INDEPENDENT CONTRACTORS

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.

10. ASSIGNMENTS

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. NOTICES

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Tracy Stage, Airports Director
1701 State Rd. 85N
Eglin AFB, FL 32542
Phone: 850-651-7160
Email: tstage@myokaloosa.com

The authorized representative(s) for the Contractor shall be:

Robert Linehart-Senior Vice President-Airport Services
Republic Parking System, LLC
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450
Phone: 423-756-2771
Email: blinehart@republicparking.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@myokaloosa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

12. PUBLIC RECORDS

Contractor shall adhere to the Public Records law of Florida.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (INSERT TELEPHONE NUMBER, E-MAIL ADDRESS, AND MAILING ADDRESS).

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. 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.
3. 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 agreement term and following completion of the agreement if the contractor does not transfer the records to the County.
4. Upon completion of the agreement, 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 agreement, 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 agreement, 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.

13. GOVERNING LAW & VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in the state courts of Okaloosa County, Florida.

14. 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.

15. TAXES

Contractor agrees to remit all sales, use, or other taxes, assessments and other similar charges for the performance of services under this Agreement 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. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for the remittance of its tax and assessment obligations under the terms of this Agreement.

16. ENTIRE AGREEMENT AND WAIVER

This Agreement and all Exhibit(s) as incorporated herein contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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.

17. SEVERABILITY

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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.

18. REPRESENTATION OF AUTHORITY TO CONTRACTOR/SIGNATORY

The individual signing this Agreement on behalf of the Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The Contractor represents and warrants to the County that the execution and delivery of the Agreement and the performance of Contractor's 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.

19. COMPLIANCE WITH LAWS

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, 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 Work, 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.

20. FEDERAL REGULATIONS

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this agreement.

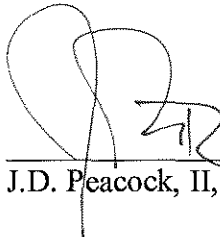

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement as of the day and year written below.

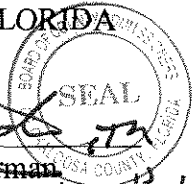
REPUBLIC PARKING SYSTEM, LLC

Signature 

Ty Stafford
Print Name

Date: 12/12/2018


J.D. Peacock, II, Clerk 

OKALOOSA COUNTY, FLORIDA 


~~Graham W. Fountain, Chairman~~
Charles R. Windes, Jr.

Date: 1/2/2019

Exhibit "B"

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

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

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

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 or 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, 1986 (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-

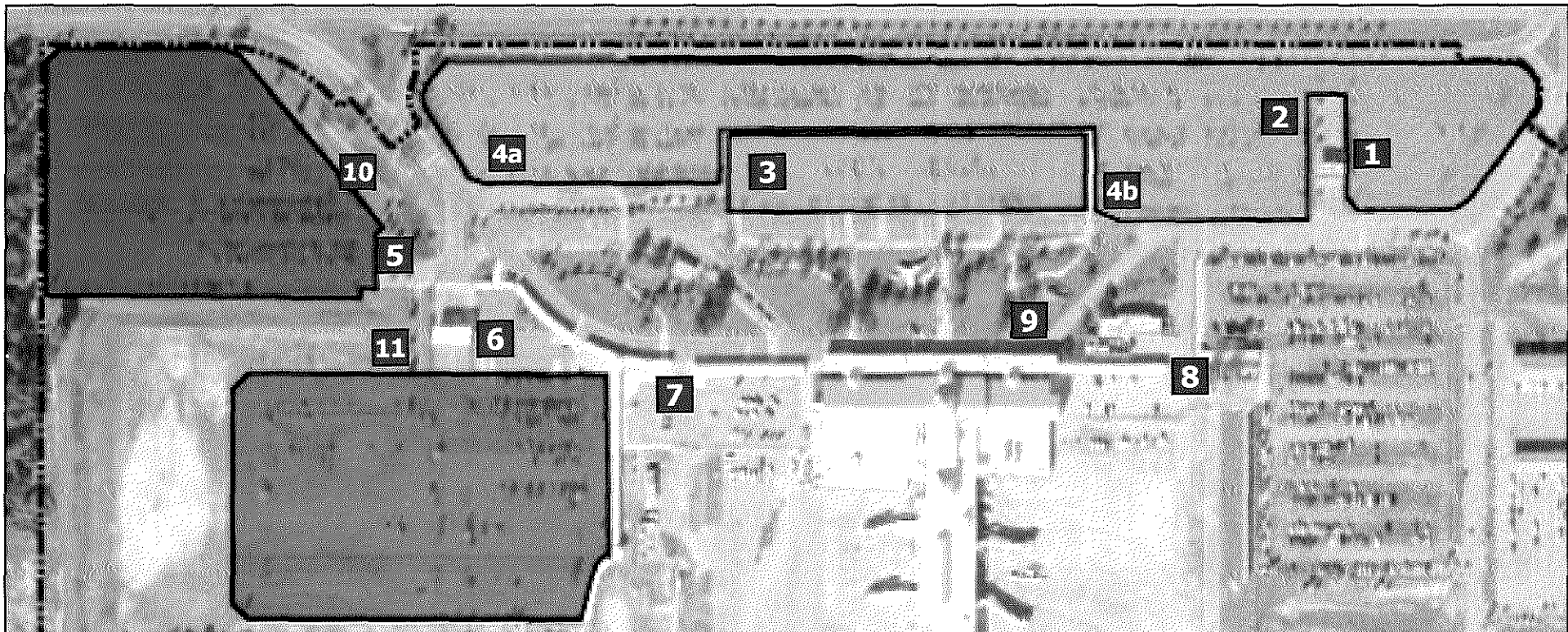
- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS contractor, and are normally provided for that COTS item); or
(ii) Construction;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

Exhibit "C"

Exhibit C - PARCS

Item/ Location	Quantity	Unit Cost	Total Cost
Parking Office & Exit Plaza			
Server & Software	1	\$ 37,984	\$ 37,984
Fee Computers	2	\$ 15,845	\$ 31,690
Exit Station w/Credit Card interface	2	\$ 13,702	\$ 27,404
Barrier Gate	3	\$ 3,445	\$ 10,335
Loops, Relays, surge protectors,and interface	1	\$ 3,613	\$ 3,613
Total			\$ 111,026
Short Term Lot			
Mag Stripe Entry Station	2	\$ 11,238	\$ 22,476
Barrier Gate	2	\$ 3,445	\$ 6,890
Loops, Relays, surge protectors,and interface	1	\$ 4,452	\$ 4,452
Total			\$ 33,818
Long Term Lot			
Mag Stripe Entry Station	2	\$ 11,238	\$ 22,476
Barrier Gate	2	\$ 3,445	\$ 6,890
Loops, Relays, surge protectors,and interface	1	\$ 6,678	\$ 6,678
Total			\$ 36,044
Credit Card Lot			
Mag Stripe Entry Station	2	\$ 11,238	\$ 22,476
Exit Station w/Credit Card interface	2	\$ 13,702	\$ 27,404
Barrier Gate	5	\$ 3,445	\$ 17,225
Loops, Relays, surge protectors,and interface	1	\$ 6,792	\$ 6,792
Parking Booth	1	\$ 42,000	\$ 42,000
Fee Computer	1	\$ 15,845	\$ 15,845
Total			\$ 131,742
Employee Lot			
DP 1440 Lane Controller	2	\$ 2,985	\$ 5,970
UHF Reader & Parts	2	\$ 3,428	\$ 6,856
Barrier Gate	2	\$ 3,445	\$ 6,890
Loops, Relays, surge protectors,and interface	1	\$ 3,194	\$ 3,194
Total			\$ 22,910
Taxi Lane			
Lane Controller & interface	1	\$ 3,292	\$ 3,292
UHF Reader & Parts	1	\$ 3,428	\$ 3,428
Barrier Gate	1	\$ 3,445	\$ 3,445
Loops, Relays, surge protectors,and interface	1	\$ 2,433	\$ 2,433
Total			\$ 12,598
Administrative Lot			
DP 1440 Lane Controller	2	\$ 2,985	\$ 5,970
UHF Reader & Parts	1	\$ 3,428	\$ 3,428
Barrier Gate	2	\$ 3,445	\$ 6,890
Loops, Relays, surge protectors,and interface	1	\$ 4,468	\$ 4,468
Civil Work	1	\$ 14,698	\$ 14,698
Total			\$ 35,454
Pre-Arranged Lot			
DP 1440 Lane Controller	2	\$ 2,985	\$ 5,970
UHF Reader & Parts	1	\$ 3,428	\$ 3,428
Barrier Gate	2	\$ 3,445	\$ 6,890
Loops, Relays, surge protectors,and interface	1	\$ 4,468	\$ 4,468
Civil Work	1	\$ 14,698	\$ 14,698
Total			\$ 35,454
Other Components and Parts			
Intercom System	1	\$ 22,911	\$ 22,911
Fee Computer in Booth Between Short & Long Term Lot	1	\$ 15,845	\$ 15,845
Three Level Counter Sign w/ civil	1	\$ 27,527	\$ 27,527
Contingent Signage Installation Cost	1	\$ 20,000	\$ 20,000
Spare Parts	1	\$ 12,120	\$ 12,120
Installation	1	\$ 40,954	\$ 40,954
Shipping	1	\$ 13,711	\$ 13,711
Total			\$ 153,068
Electric Charging Stations *	4	\$ 3,000	\$ 12,000
Contingency			\$ 50,000
Total Equipment Cost			\$ 634,114

* May only need two



- | | | | | | | | |
|----------|--|-----------|---|----------|---|-----------|---|
| 1 | PARKING OFFICE
1 Central Server
1 Management System
1 Fee Computer | 3 | SHORT TERM LOT
2 Entry Stations
2 Intercoms
2 Barrier Gates | 5 | EMPLOYEE LOT
2 AVI Readers
2 Intercoms
2 Barrier Gates | 8 | PREARRANGED LOT
1 AVI Reader
1 Intercoms
2 Barrier Gates |
| 2 | MAIN EXIT PLAZA
2 Exit Stations
1 TICO Pay in Lane
1 Fee Computer
3 Barrier Gates | 4a | LONG TERM LOT
2 Entry Stations
2 Intercoms
2 Barrier Gates | 6 | CREDIT CARD ONLY LOT
2 Entry Stations
2 Exit Stations CICO
4 Intercoms
4 Barrier Gates | 9 | TAXI LANE
1 AVI Reader
1 Barrier Gate |
| | | 4b | LONG TERM LOT
2 Electric Vehicle
Charging Stations | 7 | ADMINISTRATIVE LOT
1 AVI Reader
1 Intercoms
2 Barrier Gates | 10 | LONG TERM - RETURN TO TERMINAL
1 Space Count Sign |
| | | | | | | 11 | CREDIT CARD LOT - SHUTTLE ACCESS
1 Barrier Gate
1 AVI Reader |



Exhibit (D)

Destin-Fort Walton Beach Airport Parking Rates
Effective April 1, 2019

Increment	Rate
0-10 Minutes	Free
11-60 Minutes	\$1.50
Each Additional Hour	\$1.50
Daily	\$8.50
Disabled American Veterans *	Free

* Pursuant to Florida Statute 316.1964 (7)