

**City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128**

**Agreement between the City and County of San Francisco and
New South Parking – California, GP
Contract No. 50107.01**

This Agreement is made this 24th day of April, 2018, in the City and County of San Francisco, State of California, by and between: New South Parking – California, GP, P. O. Box 280567, San Francisco, CA 94128-0567 (the “Contractor”) and the City and County of San Francisco, a municipal corporation (the “City”), acting by and through its Airport Commission (the “Commission”).

Recitals

- A. The Commission wishes to engage an independent contractor to manage and operate the public and employee parking facilities at San Francisco International Airport (the “Airport” or “SFO”), including janitorial maintenance and security services; and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On September 27, 2017, the Commission issued a Request for Proposals (“RFP”) and as a result of the selection process prescribed in the RFP and upon the recommendation of the Airport Director, the Commission determined that the Contractor was the qualified proposer receiving the highest evaluation score; and
- D. On April 24, 2018, by Resolution No. 18-0108, the Commission awarded this five year Agreement to the Contractor in an amount not to exceed \$124,812,393; and
- E. On _____, by Resolution No. _____, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and
- F. The City has approved the contracting-out of the services under this Agreement upon the certification of the Controller that the services can be performed by a contractor at a lower cost than by City employees at current salary and benefit levels, Board of Supervisors Resolution No. 307-16, adopted July 19, 2016; and
- G. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “Agreement” means this contract document, including all attached exhibits, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated by reference into this Agreement.

1.2 “City” or “the City” means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration, referred to as “Purchasing,” or the Director’s designated agent, Airport Commission.

1.3 “CMD” means the Contract Monitoring Division of the City.

1.4 “Contractor” or “Consultant” means New South Parking – California, GP.

1.5 “Deliverables” means Contractor’s work product resulting from the Services that are provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Exhibit A.

1.6 “Effective Date” means the date upon which the City’s Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7 “Mandatory City Requirements” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.8 “Party” and “Parties” mean the City and Contractor either collectively or individually.

1.9 “Services” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Exhibit A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.10 “Affiliate” means a person, business or other entity that directly or indirectly and/or through one or more intermediaries, controls or is controlled by, or is under common control with, Contractor.

1.11 “Airport Rules” means the Airport’s Rules and Regulations, as the same may be amended from time to time.

1.12 “Director” means the airport director, the chief executive officer of the airport, or his or her designee

1.13 “Environmental Laws” shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 9601, et seq.), the Clean Water

Act (33 U.S.C. Section 1241, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), the California Hazardous Waste Control Law (California Health and Safety Code Section 25100, et seq.), the Porter-Cologne Water Quality Control Act (California Water Code Section 13000, et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code section 25249.5, et seq.).

1.14 “Facilities” or “Parking Facilities” means, collectively: the Domestic Terminal Garage, the two International Parking Garages “IT-A” and “IT-G”, Long-Term Parking, the West Field Employee Parking Garage, the Airport Impound Lot, and all as more particularly described on the attached Exhibit A. The term “Facilities” includes all ancillary exit and entry lanes, vehicular bridges, and driveways, and all equipment therein, including the entry and exit lane equipment, the computerized parking control systems, and security systems. City reserves the right to expand or contract the Facilities to include or exclude any new or existing parking facilities and/or systems to accommodate the Airport’s needs, all as determined in the Director’s sole discretion.

1.15 “Hazardous Material” shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. “Hazardous Material” includes, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” pursuant to any Environmental Law; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids; and any materials listed in the Airport’s TI Guide.

1.16 “Laws” means, collectively, all present and future federal, state and local laws, as the same may be amended from time to time, whether foreseen or unforeseen, ordinary as well as extraordinary, including all laws relating to (a) health and safety; (b) disabled access, including the Americans With Disabilities Act, 42 U.S.C.S. Sections 12101 et. Seq. and Title 24 of the California Code of Regulations (collectively “ADA”), (C) Hazardous Materials; and (d) fire sprinkler, seismic retrofit, and other building code requirements.

1.17 “Management Fee” means the amount approved by the Commission as shown on Exhibit E.

1.18 “Parking Management Staff” shall mean the positions set forth on the attached Exhibit C “Parking Management Personnel”, as Director may modify the same from time to time. Parking Management Staff will include staff responsible for overall operation of Contractor, those management employees engaged on-site in the day-to-day operation and provision of Services.

1.19 “Procedures Manual” means the Procedures Manual submitted by the Contractor and kept up to date as to reflect current operating conditions.

1.20 “Release”, when used with respect to Hazardous Materials, shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on under or about the facilities.

1.21 “Services” means the management and operational services described in Section 4 below and as provided for in Exhibit A, attached hereto and incorporated by reference as though fully set forth herein.

1.22 "Subcontractor" means a firm or entity, contracted by the Contractor with prior approval by the Airport Director, to provide certain Services in conjunction with this Agreement. A list of approved Subcontractors is provided in Section 4.3 below.

1.23 "Total Base Cost" means the total of Direct Labor costs and total Indirect Costs as shown on Exhibit E, incorporated herein by reference. Total Base Cost does not include sub-contracted services, credit card transactions or other such costs.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) July 1, 2018; or (ii) the Effective Date and expire on June 30, 2023, unless earlier terminated as otherwise provided in this Agreement. Upon expiration of this Agreement if the selection of a new contractor has not been finally approved, with the consent of Contractor, Director may direct Contractor to continue performance of the Services on a month-to-month basis not to exceed sixty (60) additional days, on the same terms and conditions of this Agreement, until such time as City has engaged another Contractor. Contractor shall have no ability to continue such operations without Director's written consent.

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation under this Agreement shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

3.3 Compensation.

3.3.1 **Payment.** Compensation shall be made in semi-monthly payments as provided in this section. Contractor shall invoice City for the Services, as provided in Exhibit A (Scope of Services), (a) within ten (10) days after the 15th day of each month representing services performed during the period commencing on the 1st day of that month and ending on the 15th day of that month (the "First Period"), which the Director, in his or her discretion, concludes has been performed, and (b) within ten (10) days after the last day of each month, representing services performed during the period commencing on the 16th day of such month and ending on the last day of such month (the "Second Period"), which the Director, in his or her discretion, concludes has been performed. The Contractor's Management Fee for the immediate preceding calendar month shall be invoiced in the First Period invoice only. Contractor's invoice will list a total amount due and will include supporting documentation.

By the fifteenth (15th) day following each month of the term of the contract, Contractor will send a complete monthly report (without documentation) for the entire preceding calendar month, with a final reconciliation of such month's results as compared to the semi-monthly reports for such month. City shall pay Contractor for each invoice submitted to City within thirty (30) days after receipt and approval of such invoices and other materials as needed. City shall have no obligation to pay for any Services invoiced which have not been performed as required by this Agreement, as determined in the sole discretion of the Director. In no event shall the amount of this Agreement exceed a total of One Hundred Twenty-Four Million Eight Hundred Twelve Thousand Three Hundred Ninety-Three Dollars (\$124,812,393), and in no event shall the maximum amount per year exceed the not-to-exceed Guaranteed Maximum Price for that year as set forth in Exhibit E.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Airport Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

3.3.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until Airport Commission approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. The City may reject deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 Withholding Payments. If Contractor fails to provide Services consistent with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided in this Agreement.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. The City shall make payment to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing. All amounts paid by City to Contractor shall be subject to audit by City.

3.3.5 Payment and Tracking. Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from City. Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

3.3.6 Getting Paid for Goods and/or Services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.4 **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims; Monetary Penalties.** The full text of San Francisco Administrative Code §21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Under San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3.6 **Guaranteed Maximum Costs.** The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for in Exhibit A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of

Services listed in Exhibit A, unless Exhibit A is modified as provided in Section 11.5, "Modification of this Agreement."

If Exhibit A includes as-needed services, such services shall be requested by City through the issuance of a written task order signed by City and Contractor, which task order shall be made a part of and incorporated into the Agreement as though fully set forth in this Agreement without the need for a formal amendment to the Agreement. The task order shall include a description of the as-needed services, the deliverables, schedule for performance, cost, and method and timing of payment.

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.2.1 **Key Personnel.** Without limiting the generality of the foregoing, Contractor agrees that the specified Parking Management Personnel shall perform the corresponding functions during the entire term of this Agreement. Contractor agrees that Key Personnel, comprised of the General Manager, and the Assistant General Manager (identified in Exhibit C), is subject to Airport approval and shall not change during the first year of the Agreement, even in the event the Agreement is assigned to another entity, unless such key personnel cease to be employed by Contractor, its parent company, or any successors thereto, or employed by any subsidiary, or partner or joint association of Contractor or its parent company, or any successors thereto, during the first year stabilization period. Thereafter, it is recognized that such personnel may not be bound by personal employment contracts to Contractor. Contractor agrees that reassignment or replacement of any of such key personnel during the Agreement period requires prior written approval of the Airport Director or his or her designee, which approval shall not be unreasonably withheld. During their respective period of responsibility, these managers must be on-Airport on a full-time basis.

4.3 **Subcontracting.** Contractor shall disclose to the Airport the names and relationships of all Subcontractors and Affiliates (as such terms are defined in Article 1) of the Contractor, which have agreements to provide goods or services or to acquire goods or services from Contractor related to Contractor's performance under this Agreement. Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. In requesting Director's consent to any such subcontracts, Contractor will provide to Director all information relevant to such subcontracting arrangements, including the proposed form of subcontract. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the subcontractors listed below.

Central Parking System, Inc. – Janitorial Services
Central Parking System, Inc. – Security Services
SF Parking, LLC
MPM Group, LLC
E-Laundry USA LLC

4.3.1 Contractor shall include in all of its subcontracts a provision requiring that the total compensation payable to the subcontractors shall not, without the prior written approval of the Airport, exceed compensation to subcontractors contained in Exhibit E attached hereto. Contractor shall also include in all subcontracts a requirement for reimbursement if costs charged were improper, not paid, not allocable to this Agreement, or inadequately documented. Contractor shall include in all subcontracts a provision permitting City to audit the subcontractor's books and records, as described in Section 3.4 of this Agreement entitled "Audit and Inspection of Records."

4.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

4.4.1 **Independent Contractor.** For the purposes of this Article 4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing consistent with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and consistent with Contractor policy and procedure, Contractor shall remedy the deficiency. If City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses.** City and Contractor disclaim any intent to create and employer-employee relationship between them; nevertheless, should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all

other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

4.5 **Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.6 **Warranty.** Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 **Liquidated Damages.** By entering into this Agreement, Contractor agrees that in the event the Services are delayed beyond the scheduled milestones and timelines as provided in Exhibit A, City will suffer actual damages that will be impractical or extremely difficult to determine. Contractor agrees that the sum of Five Hundred Dollars (\$500) per calendar day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that City will incur based on the delay, established in light of the circumstances existing at the time this Agreement was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement or any other contract between City and Contractor. Such deductions shall not be considered a penalty, but rather agreed upon monetary damages sustained by City because of Contractor's failure to furnish deliverables to City within the time fixed or such extensions of time permitted in writing by City.

4.8 **Bonding Requirements.** Contractor is required to furnish a performance bond in the amount of Five Hundred Thousand Dollars (\$500,000) to guarantee the faithful performance of this Agreement. The bond shall be in the form of a surety bond naming City as obligee in the form attached as Exhibit B and otherwise in a form approved by City. Contractor shall cause the bond to be kept in full force and effect during the term of this Agreement to ensure the faithful performance by Contractor of all covenants, terms, and conditions of this Agreement. Contractor shall cause the surety company or bank issuing such bond to give City notice in writing by registered mail at least forty-five (45) days prior to the expiration date of such bond of its intention not to renew or to cancel or terminate said bond. Contractor shall cause such bond to be renewed, extended, or replaced, at Contractor's sole cost, at least thirty (30) days before the expiration date or cancellation date of the bond, with another bond that complies with the requirements herein. If Contractor fails to do so, City may, without notice to Contractor, draw on the entirety of the bond and hold the proceeds thereof as a guarantee hereunder. If Contractor defaults with respect to any provision of this Agreement, City may use, apply or retain all or any portion of the proceeds of the bond for the payment of any sum to which City may become obligated by reason of Contractor's default or to compensate City for any loss or damage which City may suffer thereby.

4.9 **License for Office Space.** City shall provide Contractor with an office located on the third (3rd) level of the Domestic Parking Garage. City hereby grants to Contractor a revocable license to use and occupy the office space referenced in this Agreement to provide the Services. In no event will Contractor: (a) use any portion of the space to conduct any activity other than the Services; or (b) make any alterations thereto without Director's approval. In the event City grants approval of any alterations or improvements, such alterations or improvements must be made in accordance with the Airport's Tenant Improvement Guide. Contractor shall keep such office space in good repair and condition, and provide its

own janitorial services therein. City may, at its option, expand, contract, or relocate the office space at any time. Furnishings, including facsimile machines, photocopiers, and computers, are the property of City and shall be used strictly for the management and operation of the Facilities as set forth in this Agreement. The furnishings shall be maintained in good working order throughout the term of the Agreement by Contractor.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability under the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$5,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$5,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Garage Keeper's Legal Liability Insurance, comprehensive and collision causes of loss, with limits of liability not less than \$1,000,000 each occurrence, on an all-risk basis, excluding earthquake and flood, with any deductible not to exceed \$1,000 each occurrence; and

(e) Burglary and Robbery Insurance with a limit of liability not less than \$100,000 covering gross receipts from operation of Contractor's business on Airport premises.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability.

5.1.7 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.8 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts that are inconsistent with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person

or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

5.2.1 **Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

5.2.2 **Copyright Infringement.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles, work or deliverables supplied in the performance of Services. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

Article 6 Liability of the Parties

6.1 **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment.** City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered under this Agreement. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within thirty (30) days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of ten percent (10%) of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed five percent (5%) of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (“Event of Default”) under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims; Monetary Penalties	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated into this Agreement by reference, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor’s property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor’s property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims; Monetary Penalties	10.4	Nondisclosure of Private, Proprietary or Confidential Information
Article 5	Insurance and Indemnity	11.5	Modification of this Agreement
6.1	Liability of City	11.6	Dispute Resolution Procedure
6.2	Liability for Use of Equipment	11.7	Agreement Made in California; Venue
6.3	Liability for Incidental and Consequential Damages	11.8	Construction
Article 7	Payment of Taxes	11.9	Entire Agreement
8.1.6	Payment Obligation	11.10	Compliance with Laws
		11.11	Severability

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results.** Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire.** If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated into this Agreement by reference. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at www.sfgov.org under "Government."

10.2 **Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Nondisclosure of Private, Proprietary or Confidential Information.

10.4.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information consistent with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

10.4.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

10.5 Nondiscrimination Requirements

10.5.1 **Non Discrimination in Contracts.** Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Federal Non-Discrimination in Contracting.

10.6.1 **49 CFR Part 21.** Contractor for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that Contractor shall maintain and operate the Airport facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended. Contractor, for itself, its personal representatives, successors in interest, and assigns, agrees that Contractor in its operation at and use of San Francisco International Airport, covenants that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation or denied the benefits of, or otherwise be subject to discrimination, (3) that Contractor shall use all City premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A – Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. These Regulations are incorporated as though fully set forth herein. Contractor agrees to include the above statements in any subsequent contract that it enters into with subcontractors and cause those agreements to similarly include the statements, and cause those businesses to include the statements in further agreements.

10.6.2 **49 CFR Part 23.** This Agreement is subject to the requirements of the United States Department of Transportation's regulations, 49 Code of Federal Regulations, Part 23 – Participation of Disadvantaged Business Enterprise in Airport Concessions. Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 Code of Federal Regulations, Part 23. Contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 Code of Federal Regulations, Part 23, that it enters and cause those businesses to similarly include the statements in further agreements. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy City deems appropriate. Contractor shall provide written notice to City

prior to terminating any ACDBE utilized in its performance of this Agreement. In addition, Contractor shall submit any other information related to ACDBE participation under this Agreement requested by City.

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Slavery Era Disclosure – Not Applicable.

10.13 Working with Minors – Not Applicable.

10.14 **Consideration of Criminal History in Hiring and Employment Decisions**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco which excludes Airport property. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 **Public Access to Nonprofit Records and Meetings** — Not Applicable.

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the provided remedies for noncompliance.

10.17 **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.18 **Tropical Hardwood and Virgin Redwood Ban.** Under San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

10.19 **Preservative Treated Wood Products.** Contractor shall comply with the provisions of San Francisco Environment Code Chapter 13, which requires that each Contractor purchasing preservative-treated wood products on behalf of the City, shall only purchase such products from the list of alternatives adopted by the Department of the Environment under Section 1302 of Chapter 13, unless otherwise granted an exemption by the terms of that Chapter.

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Adam Gubser, Airport Parking Manager, San Francisco International Airport, International Terminal, 5th Floor, P.O. Box 8097, San Francisco, CA 94128
adam.gubser@flysfo.com, 650-821-4051

To Contractor: Jason Finch, Senior Vice President, West Airports, New South Parking – California, GP, 200 East Randolph, Suite 7700, Chicago, IL 60601
jfinch@spplus.com, 786-367-2130

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 **Compliance with Americans with Disabilities Act.** Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation. Notwithstanding the foregoing, Contractor shall not be responsible for ADA compliance concerning facility design and construction.

11.3 **Payment Card Industry ("PCI") Requirements.** Contractors providing services and products that handle, transmit or store cardholder data, are subject to the following requirements:

11.3.1 Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Council's list of PA-DSS approved and validated payment applications.

11.3.2 Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. To ensure the safe handling of credit cardholder information, Contractor will implement and maintain ongoing compliance with the PCI DSS for all systems they are responsible for at SFO that store, process, transmit or interface with credit card data.

11.3.3 For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

11.3.4 For items 11.3.1 to 11.3.3 above, Contractor shall provide a letter from their qualified security assessor (QSA) affirming their compliance and current PCI or PTS compliance certificate.

11.3.5 Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 calendar days prior to its expiration.

11.3.6 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement.

11.6 Dispute Resolution Procedure

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, under San Francisco Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its rights to judicial review. If agreed by both Parties in writing, the Parties may resolve disputes by a mutually agreed upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations consistent with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 Government Code Claim Requirements. No suit for money or damages may be brought against the City until a written claim has first been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in

any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time. In addition, and without limiting the foregoing, Contractor's use of the Facilities shall at all times comply with the Airport Rules and all Laws (as such terms are defined in Article 1).

11.11 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Worker Retention Policy.** Contractor is bound by the requirements of the Airport's Worker Retention Policy, as last amended by the Airport Commission on February 7, 2017, which, among other things, requires, subject to certain limitations, Contractor to retain certain employees of a predecessor contractor for a 90-day trial employment period. During such trial period, Contractor shall evaluate each employee retained pursuant to the policy. If the employee's performance during such period is satisfactory, Contractor shall offer the employee continued employment. If the employee's performance is determined to be unsatisfactory, such employee may be released from employment and shall be referred to the Airport Employment Center. To the extent there are any conflicts between the Airport's Worker Retention Policy and Chapter 21C.3 of the Administrative Code, as provided below, Contractor shall comply with the provisions that afford greater worker protection.

11.14 **Prevailing Rate of Wages.** Contractor must abide by the requirements of San Francisco Administrative Code Section 21C.3 "Prevailing Rate of Wages and Displaced Worker Protection Required for Workers in Public Off-Street Parking Lots, Garages, or Storage Facilities for Automobiles," including, but not limited to, the prevailing wage requirements set forth therein. City shall reimburse Contractor for prevailing wages paid to Contractor's employees for services performed during the term of this Agreement.

11.15 **Fines.** All cash shortages must be recovered to the City within the day of which cash is lost. Each day after a five (5) day period, Contractor will pay a Two Hundred Fifty Dollars (\$250.00) fine for every One Thousand Dollars (\$1,000.00) lost until shortage is recovered. Additionally, any overage paid in excess will remain in City's account. If Contractor defaults on any of the terms set forth in this Agreement, Airport may elect to impose the fines described below on the basis of per violation per day.

VIOLATION	FINE
Violation of Insurance requirements (e.g. expiration of policy, failure to maintain required coverages or provide copies to Airport)	\$1,000
Excessive customer complaints (based upon repetitive occurrences for similar infractions following warning)	\$500
Missed/non-staffed scheduled cashier shifts	\$500
Failure to submit required reports on time	\$500

Failure to cause operations to comply with applicable Laws, Airport Rules or the Tenant Improvement Guide	\$500
Failure to retain the required Bond.	\$500
Violation of service standards or failure to perform required Services (e.g. training on biannual basis)	\$250
Failure to account for all revenue (e.g. cash shortages)	\$250
Lack of decorum by staff (e.g. rude behavior, improper conduct, out of uniform)	\$250
Late bank deposits	\$250
Failure to adhere to the specified Cleaning Schedule	\$250

Airport's right to impose the foregoing Fines shall be in addition to and not in lieu of any and all other rights hereunder, in the Airport Rules, or at law or in equity. City shall have no obligation to Contractor to impose Fines on or otherwise take action against any other Contractor at the Airport.

11.16 Order of Precedence. Contractor agrees to perform the services described below consistent with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated November 17, 2017. The RFP and Contractor's proposal are incorporated by reference into this Agreement. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

11.17 No Private Business Use; City Control of Facilities. The Facilities were financed or refinanced in part through tax-exempt obligations, and are subject to restrictions on private business use of the Facilities. This Agreement is intended to qualify as a management or service contract that meets the requirements described in Revenue Procedure 2017-13, 2017-6 I.R.B. 787, such that the Agreement will not result in private business use under Section 141(b) of the Internal Revenue Code of 1986, as amended. The use of the Facilities and the annual budget for the Facilities, including the rates and charges for the Facilities, is controlled and determined by the City. Capital expenditures and dispositions of assets with respect to the Facilities must be approved by the City. The Contractor agrees that it is not entitled to and will not take any tax position (e.g., depreciation deductions or investment tax credits) that is inconsistent with it being a service provider to the City with respect to the Facilities.

Article 12 Requirements For Airport Contracts

12.1 Airport Commission Rules and Regulations. Contractor agrees to comply with the Airport Commission's Rules and Regulations for the San Francisco International Airport as amended from time to time. A copy of the current Rules and Regulations can be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>.

12.2 Airport Intellectual Property. Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

12.3 Labor Peace / Card Check Rule. Without limiting the generality of other provisions in this Agreement requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or his / her designee (registered labor organization"), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him / her.

12.4 Federal Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 USC §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. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

12.5 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR §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. 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 (29 CFR §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.

12.6 Federal Nondiscrimination Requirements. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

12.6.1 Compliance with Regulations. 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 Agreement.

12.6.2 Nondiscrimination. Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and

Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR §21.

12.6.3 Solicitations for Subcontracts. Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by 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 Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

12.6.4 Information and Reports. 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 Airport 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 Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

12.6.5 Sanctions for Noncompliance. In the event of a contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Airport 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.

12.6.6 Incorporation of Provisions. Contractor will include the provisions of paragraphs 12.6.1 through 12.6.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

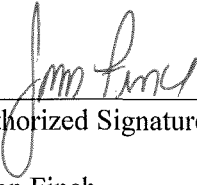
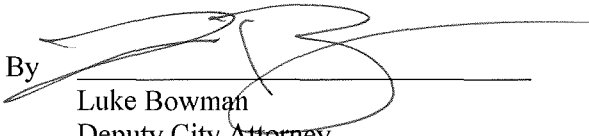
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR §27;
- The Age Discrimination Act of 1975, as amended, (42 USC §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §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 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR §37 and 38 and the Department of Justice regulations at 28 CFR, parts 35 and 36;
- The Federal Aviation Administration’s Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 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 CFR 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 USC §1681 *et seq.*).

12.7 **Quality Standards Program.** The Airport's Employment and Quality Standards (EQS) office oversees the Airport's Quality Standards Program (QSP) which is applicable to Service Providers at the Airport whose employees are involved in performing services that have an impact on Airport security and safety. More information may be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations> . EQS may be contacted at (650) 821-1003.

Article 13 MacBride And Signature

13.1 **MacBride Principles -Northern Ireland.** The provisions of San Francisco Administrative Code §12F are incorporated by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

<p>CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p>	<p>CONTRACTOR New South Parking – California, GP</p>
<p>By: _____ Ivar C. Satero Airport Director</p>	<p> _____ Authorized Signature</p>
<p>Attest: By _____ Jean Caramatti, Secretary Airport Commission</p>	<p>Jason Finch _____ Printed Name</p>
<p>Resolution No: <u>18- 0108</u></p>	<p>Senior Vice President of SP Plus Corporation, a Managing Partner of New South Parking – <u>California, GP</u> _____ Title</p>
<p>Adopted on: <u>April 24, 2018</u></p>	<p><u>New South Parking – California, GP</u> _____ Company Name</p>
<p>Approved as to Form: Dennis J. Herrera City Attorney</p>	<p><u>0000014327</u> _____ Supplier ID</p>
<p>By  _____ Luke Bowman Deputy City Attorney</p>	<p><u>200 East Randolph, Suite 7700</u> _____ Address</p>
	<p><u>Chicago, IL 60601</u> _____ City, State, ZIP</p>
	<p><u>(786) 367-2130</u> _____ Telephone Number</p>
	<p><u>20-8226163</u> _____ Federal Employer ID Number</p>

Exhibits

- A: Scope of Services
- B: Surety Bond
- C: Parking Management Personnel
- D: Schedule of Janitorial and Maintenance Services
- E: Calculation of Charges
- F: Current Workforce Data

EXHIBIT A

I. SCOPE OF SERVICES

Contractor agrees to perform the following services in managing the Parking Facilities on behalf of the Airport. The Scope of Services that follows is to be used as a general guide and is not intended to be a complete list of all work necessary to manage and operate the Airport public and employee parking facilities for the Airport.

- Collect all public parking fees and charges, including the processing of credit card charges, POF transactions, ParkFAST, FasTrak®, and other sources as explained further in this document.
- Use the City's PARCS to provide reports and effectively manage and operate the Parking Facilities.
- Distribute employee permits and collect all fees and charges associated with the employee parking program.
- Provide maintenance and janitorial services for the Parking Facilities.
- Provide security services for the Parking Facilities.
- Furnish all management, technical and administrative personnel required to perform the required services and supervise and train these personnel as needed. All services furnished may include the use of any appropriate subcontractor as needed, with prior approval of the Airport.
- Provide services on the basis of reimbursable costs plus a Management Fee up to a Guaranteed Maximum Price. As guidance in determining allowable and allocable costs, the Airport has adopted the cost principles contained in Title 48 Code of Federal Regulations Part 31. These cost principles can be found at: <https://www.acquisition.gov/far/current/html/FARTOCP31.html>.

A. Parking Facilities

1. Parking Facilities Summary

The Airport operates fourteen thousand eight hundred eighty seven (14,887) public parking spaces as well as six thousand seven hundred six (6,706) employee parking spaces, which accounted for total Airport parking revenues exceeding one hundred and eighteen million dollars (\$118M) in Fiscal Year 2016/2017.

In addition to traditional hourly, daily and long-term public parking options, the Airport also offers a valet parking service called 'ParkVALET' and the Airport's reserved parking area called 'ParkFAST' located in the Domestic Terminal Parking Garage. The Airport provides for employee parking at the Domestic Terminal Garage, International Terminal Garages, Lot C, Lot D, SFO Business Center, West Field Garage and Cargo Lots (Table 1 below).

Table 1 – Airport Public and Employee Parking Facilities

Parking Facility	Spaces	Levels	Entry Lanes	Exit Lanes	Comments
Public Parking					
Domestic Terminal Garage	5,615	5	7	16	- Credit/debit card processing - FasTrak® - 4,000 sq. ft. for office space
Valet Parking	126	4 th	1	1	
ParkFAST	105	4 th	1	2	
Taxi	N/A	1 st	2	4	- 50% of 1st floor, uses - Smart card technology
Employee	785	4 th	2	2	
International Terminal Garage A	1,585	9	8	6	- Credit/debit card processing - FasTrak® - Pay-On-Foot (POF) machines - 1,000 sq. ft. for office space
International Terminal Garage G	1,405	9	2	7	- Credit/debit card processing - FasTrak® - POF machines - 1,000 sq. ft. for office space
Long-Term Parking	4,965	7	4	5	- Credit/debit card processing - FasTrak® - POF machines
Employee Parking					
Lot C	525	N/A	2	2	- Access-controlled entry
Lot D	3,585	N/A	3	5	- Credit/debit card processing - FasTrak® - POF machines
West Field Garage	1,722	8	2	2	- Access-controlled entry
Air Cargo Lots	1,010	N/A	X	X	- Seven designated lots
SFO Business Center	165	N/A	1	1	- Access-controlled entry
Airport Impound Lot	N/A	N/A			- In Lot D

The following is a description of the various Airport Public and Employee Parking Facilities:

2. Public Parking Facilities

- **Domestic Terminal Garage** - The Domestic Terminal Garage is a multi-story structure adjacent to the Domestic Terminal Buildings and has six thousand six hundred thirty one (6,631) spaces used for covered valet, daily, hourly, public prepaid and employee parking. This parking structure has a special security requirement that limits the height of vehicles that may enter the garage to six feet and six inches (6'6"). Infrared sensors at the main entry plaza and at the fourth (4th) floor employee entrances are designed to disable the entry devices if the infrared beam is interrupted by an over height vehicle.

- **International Terminal Garage A (“IT-A”)** – The International Terminal Garage A is a multi-story garage located adjacent to the International Terminal with one thousand five hundred eighty five (1,585) spaces used for covered daily and hourly parking. Pay-on-Foot equipment is located on the terminal walkway connecting the International Terminal Building to the IT-A.
- **International Terminal Garage G (“IT-G”)** - International Terminal Garage G is a multi-story garage located adjacent to the International Terminal and it has one thousand four hundred five (1,405) spaces used for covered daily and hourly parking. POF equipment is located on the terminal walkway connecting the International Terminal Building to IT-G.
- **Long-Term Parking (“LTP”)** - The Long-Term Parking facility is a multi-story remote garage structure and surface lot that has a capacity of four thousand nine hundred sixty five (4,965) parking spaces. Cashiers are not staffed at exit lanes serving this facility. Staff is located on the first (1st) floor of the garage in the cashier office to handle customer transactions. The LTP also has POF machines located in the garage and at each bus stop.

The new second multi-story Long-Term Parking garage is currently under construction on part of the surface lot adjacent to the current Long-Term Parking garage. The new garage, projected to be completed in the first quarter of 2019, will provide a net of approximately three thousand (3,000) parking spaces.

3. Employee Parking Facilities

- **Lot C** - Lot C is a surface parking lot with five hundred twenty-five (525) parking spaces used for employee parking.
- **Lot D** - Lot D is a remote lot used for employee parking. It has three thousand five hundred and eighty five (3,585) parking spaces currently dedicated for employee parking. Lot D has recently been upgraded to accommodate overflow public parking demand from Long-Term Parking.
- **West Field Garage** – West Field Garage is a multi-story remote garage located in the Airport’s cargo handling complex. It has approximately one thousand seven hundred twenty two (1,722) parking spaces and is used for employee parking.

4. Other Facilities

- **Air Cargo Lots** - Some visitor and employee parking takes place at the following Air Cargo Lots: Plot 3, Plot 7, Plot 9, Plot 10, Plot 11, Plot 12 and Plot 50.
- **SFO Business Center** - Employee and visitor parking takes place at the SFO Business Center located at 575 N. McDonnell Road, which can accommodate one hundred sixty five (165) employee vehicles.
- **Airport Impound Lot** - The Airport Impound Lot is located adjacent to the Lot D entry and exit plaza. Contractor shall arrange to tow abandoned vehicles (i.e., those parked for more than thirty (30) days in a designated public parking area) and illegally parked vehicles to the Airport Impound Lot. Contractor shall arrange for vehicle retrieval by

owners and for periodic (not less than quarterly) lien sales of unclaimed vehicles. The latter involves both event advertising and staging. All revenue accrued from the operation of the Airport Impound Lot and lien sales is the property of the City.

- **Airport Hotel.** In mid-2019, the City expects to open a hotel on Airport property to be managed by a hotel manager (currently, Hyatt Corporation). Under the current plans, the hotel will include approximately 215 surface parking spaces. If the hotel manager elects not to manage the hotel parking lot directly, the City may, in its sole discretion, designate a third-party to manage the hotel parking operations, subject to the reasonable approval of the hotel manager. In the event that Contractor is ultimately designated third-party manager of the hotel parking lot, Contractor shall negotiate in good faith with the hotel manager on a third-party parking management agreement for the hotel parking lot that meets the requirements of the hotel management agreement, and on other ancillary agreements required by the City. It is also possible that the hotel parking lot will be managed by the City, in which case the City may expand the Parking Facilities under the Agreement to include the hotel parking lot.

B. Applicable Technology

All public parking facilities are fully integrated with voice/data connections for operations management, security, and revenue control. All public parking facilities are equipped with fully automated revenue collection technology including ticketless entry and exit options. Long-Term Parking and the International Terminal Garages include the use of Pay-On-Foot (“**POF**”) machines and all public parking facilities offer the use of the FasTrak[®] toll collection system for the payment of parking fees.

The following is a description of the various systems used within the Parking Facilities:

- 1. Parking Access and Revenue Control System (“PARCS”)** - PARCS consists of a centrally-managed group of hardware and software components or devices connected in a networked environment for the purpose of controlling access to, and accounting for all revenues generated by the parking garages. The Airport currently uses a PARCS purchased from and supported by Scheidt & Bachmann.
- 2. License Plate Recognition (“LPR”) and License Plate Inventory (“LPI”)** - LPI shall mean a manual collection of information from vehicle license plates in a parking facility for the purpose of verifying calculated parking fees for vehicles staying in the facility overnight. LPR means the automatic capture, decoding, storing and matching of vehicle license images or data for the purpose of uniquely identifying vehicles and ensuring the proper calculation of parking fees.

LPR technology is used in the public parking areas of the Parking Facilities to precisely inventory all parked vehicles. LPR functionality improves accountability by aiding in the processing of exception transactions. As backup to LPR, Contractor will need to use LPI technology. The LPI data is to be collected manually and entered into hand-held data entry computer units, and then downloaded into the PARCS database. That database is essential for accurate fee calculations and fraud minimization. Contractor will on a routine basis reconcile data between LPR and LPI to assist with fraud control.

- 3. Pay-on-Foot (“POF”)** - POF is a stand-alone walk-up payment station used by parking patrons to make payment electronically before arriving at the exit plaza. Payment may be tendered using validations, credit/debit cards, currency notes or combination thereof. Contractor funds are used to stock and replenish the POF machines.

4. FasTrak® - FasTrak® is the electronic toll collection (“ETC”) system used in the State of California. The system is used statewide on toll roads, toll bridges, and high occupancy/toll and express toll lanes along the California Freeway and Expressway System. The Airport integrated FasTrak® into the PARCS so customers can use this technology to pay for parking fees. FasTrak® supported entry and exit lanes are located in each public parking venue.

5. Electric Vehicles (EV) Charging Stations – The Airport currently has sixty level 2 EV chargers available to the public at the Domestic and International Garages. Approximately fifty level 2 chargers will be installed in the new Long-Term Garage. Additional chargers will be installed in the near future in the Domestic and International Garages to accommodate the increasing demand of for charging stations for electrical vehicles.

6. SmartDrive - Contractor shall utilize SmartDrive, or similar technology approved by the Airport, in Airport vehicles used by Contractor in its performance of this Agreement.

7. InstaTrac – Contractor shall utilize SilverTrac software, or similar technology approved by the Airport, in reporting security, maintenance and parking related issues by the use of a handheld device.

C. Staffing Requirements

Contractor must hire and maintain a sufficient number of qualified staff to meet operational needs and provide high customer service levels to ensure patrons wait no longer than five (5) minutes in exit lanes.

For janitorial and security services, the Airport expects at a minimum, the same level of staffing that is currently being provided as shown in Current Workforce Data (Exhibit F).

All Contractor staff will be subject to background checks and must wear Airport-issued ID badges for purposes of safety and security.

1. General Manager and Assistant General Manager

The GM and Assistant GM shall be available onsite during normal shift hours and business days. The GM and Assistant GM may have an overlapping shift, but shall not work entire shifts together. The GM and Assistant GM shall not be off-site at the same time, including during the holidays, with the exception of simultaneous training, illness and/or personal emergency.

The GM and Assistant GM will devote their full time to the performance of Contractor’s responsibilities as set forth below. The GM and Assistant GM will have regular communications and will attend meetings, as scheduled, with Airport staff to keep them fully informed of day-to-day operations.

Key GM and Assistant GM functions include, but are not limited to, the following:

- Hiring, supervising and terminating, as necessary, personnel to operate cashier booths and perform the required duties under the Agreement;
- Providing supervisory personnel necessary to ensure efficient operation by staff of the facilities, equipment and maintenance of business hours and license plate inventory;

- Providing the Airport an advance copy of Contractor's training guide and curriculum and proposed schedule of training;
- Providing annual customer service training and submitting to the Airport mandatory documented proof of the nature and completion of training;
- Providing the necessary retraining when the nature of a position(s) change, such as, but not limited to, retraining cashiers to be customer service ambassadors whose duties would include assisting customers and facilitating customers uses of the various available payment options in the Parking Facilities;
- Managing and coordinating all activities related to subcontractors, including the selection processes, contracting, deployment, and day-to-day management;
- Obtaining, maintaining and replacing (as-needed) office furniture, supplies and equipment;
- Providing holiday and peak period staffing proposals for Airport approval a minimum of thirty (30) days in advance so that service levels are adequately maintained during these times. Providing additional staff as needed to direct and assist parking customers in the lots and garages during peak periods; and
- Recognizing that the Airport may require an employee(s) to undergo remedial training more than once if the employee fails to possess, display and exercise the basic levels of knowledge as determined by the Airport-approved training guide. Any expenses incurred in this subsequent remedial training shall not be a reimbursable expense.

The Airport has the right to request that Contractor reassign or remove any employee at any time for improper activities or unsatisfactory performance, including but not limited to embezzlement, poor customer service, or violation of the Airport's Rules and Regulations.

2. Operations Supervisor

Contractor shall have a fully-trained supervising employee on duty available to employees and patrons at all times to:

- Assure safety and security at all times.
- Resolve any parking operational difficulties and ensure that uninterrupted, high level parking operations and related services are provided.
- Assure that employees are performing assigned tasks and do not interfere with public patrons entering or exiting facilities or employees going to or coming from work.
- Efficiently provide supervisory responsibilities to ensure a safe, clean, hazard-free and service-oriented environment.
- Coordinate the preparation of reports, budgets, reimbursement documents, operations payroll, claims and any other documents required by the Airport or other agencies.

- Act as Contractor's interface to the Airport when the GM or Assistant GM is not on duty or as otherwise requested.
- Provision, properly account for and deposit money from cash machines for all Parking Facilities.
- Provision, properly account for and deposit money from cash machines related to taxicab operations.

3. Security Staff

Contractor must provide a safe and secure environment for all parking patrons. In general, security staff shall: provide traffic control, walk and patrol the Parking Facilities, report abandoned or unsupervised packages or any other suspicious items, escort customers to their vehicles upon request, and provide directions to customers.

Contractor shall maintain a security staff of agreed upon size and capability to assure building safety and security at all times. Guards employed shall have regular duties and assigned posts according to a staffing plan prepared by Contractor and approved in advance by the Airport, including scheduled hours and patrol coverage. Any changes to the staffing plan shall be reviewed and approved by the Airport prior to implementation. The security organization shall have senior and junior guards with defined duties and reporting levels.

In addition, Contractor must meet the following security requirements:

- Guards shall be trained for security patrol, traffic control and appropriate response to possible hazards.
- Guards shall be uniformed, badged and neat in appearance and shall comply at all times with the Airport Rules and Regulations.
- Guards shall regularly monitor and patrol parking areas (on foot and by vehicle), monitor Closed Circuit Television ("CCTV") cameras from security offices and immediately report suspicious activities to the proper authorities and management.
- Guards shall monitor and patrol designated terminal courtyards, which may involve monitoring and ensuring authorized use of loading docks by delivery vehicles.
- Guards shall inspect Electrical Vehicle (EV) charging stations. Report visibly damaged parts such as broken cords. When chargers are not being used, assure cords are not loosely laying on the ground and triggering falls.
- For employee parking areas, guards shall: admit only employees who have a valid parking permit to the facility; provide counts of available parking spaces; provide lists of overstayed vehicles; provide properly logged and reported incident reports of employee difficulties or any lawless behavior; and provide emergency response to any hazards.
- Guards shall promptly admit all Airport vehicles and Airport employees entering facilities on business, logging such activity as required.

- Guards must be physically fit to conduct walking patrols for an entire eight (8) hour shift.

4. Valet Parking Operations (Domestic Terminal Garage, Level 4)

Using Airport-owned vehicles, Contractor shall fully staff and operate the Airport Valet Parking Operation, which features pick up and drop off service from/to all Terminal curb-fronts. Valet service is currently offered twenty-four (24) hours a day, seven (7) days a week. Contractor may be requested to develop improvements to the valet parking program designed to enhance services and increase patronage.

5. Janitorial and Facility Maintenance Staff

Contractor shall maintain the Parking Facilities in a clean and orderly fashion at all times. The Agreement (Exhibit D) contains a detailed outline of the Janitorial and Facility Maintenance Services required of Contractor.

Contractor shall provide janitorial services in the Parking Facilities to present an attractive appearance to the public and employees. Such services include, but are not limited to trash and debris removal in the Parking Facilities, including elevator waiting areas and stairwells, and cleaning the interior and exterior of cashier booths, administrative offices, signs and restrooms.

Contractor shall also provide facility maintenance duties including, but not limited to, the following:

- Pressure washing and floor scrubbing, which must be conducted in an environmentally-sound manner as approved by the Airport and must include pick up, removal and sanctioned disposal of wastewater. Contractor must use and maintain mechanized, driver-controlled floor scrubbing equipment. Contractor must possess the requisite experience in operating and maintaining such equipment.
- Inspecting the Parking Facilities daily, monitoring operation of all equipment and fixtures, and reporting all unsafe conditions to the Airport.
- Performing PARCS "Level 1" maintenance service which includes routine items such as; clearing ticket jams, clearing of bill jams in Pay on Foot machines, reloading ticket and receipt paper, replacing License Plate Recognition station light bulbs, maintaining and replacing missing or damaged gate arm assemblies, and mounting nuts/bolts and replacing broken gate arms, resetting loop detectors and resetting/rebooting of system computers or device.
- Performing general maintenance and asset management services of PARCS which include: remove and replace of standard parts/components as needed, cleaning the magnetic heads and rollers, placing service calls for damaged equipment, maintaining parts and common components such as bill dispenser cassettes, bill vaults, gate arms, entry/exit device buttons, etc., placing service calls for off hours service (evenings, weekends and holidays).

- Performing maintenance services on Electric Vehicle chargers which include replacing broken cords, rope clamps, and gaskets, troubleshooting when the charger is not charging, fixing jammed handle, and resetting/rebooting charger operating system.
- Replacing light bulbs and ballasts in lighting fixtures in the Domestic Hourly Garage, and other Parking Facilities designated from time to time by the Airport, and maintaining all fire alarm call boxes, extinguishers and hose boxes in proper working order.
- Making regular reports to the Airport, identifying the condition of the Parking Facilities and making recommendations for repair and improvements as needed.
- Taking necessary emergency action to protect the Parking Facilities, revenue and public safety.
- Maintaining all Airport-owned vehicles and equipment used in the course of Contractor's operations in a state of good repair, in accordance with agreed upon maintenance standards.
- Taking necessary steps to remove graffiti within a time period not-to-exceed twenty-four (24) hours after sighting or otherwise as requested by the Airport.
- Providing and adhering to scheduled cleaning cycles for garage floors and wall surfaces, and steam cleaning of high-traffic pedestrian areas and garage floors.
- Keeping all brochure racks fully stocked.

6. Affiliate Relationships

Contractor, as part of its Proposal, must disclose to the Airport the names and relationships of all subcontractors and affiliates of Contractor which have agreements to provide goods or services or to acquire goods or services from Contractor under the Agreement. As used herein, the word "affiliate" is defined as a person, business or other entity that Contractor, directly or indirectly and/or through one or more intermediaries, controls or is controlled by, or is under common control with, Contractor and/or who has a business relationship with Contractor with respect to Contractor's performance under the Agreement. As used herein, the word "control" means the right and/or power, directly or indirectly and/or through one or more intermediaries to direct or cause the direction of any part of the management and policies of a person, business or other entity through ownership of voting securities and/or by contract and/or otherwise.

D. Operational Requirements

This section summarizes the key operational requirements to be performed by Contractor.

1. Hours of Operation

All services shall be provided on a 24-hour, seven (7) days per week basis, including holidays, unless otherwise directed by the Airport.

2. Revenue Cashiering, Collection, Auditing, Reporting, and Depositing; Cost Controls

Contractor must take every reasonable action to enforce the collection of all fees, charges and assessments due to the City from users of the Parking Facilities. Revenues shall be accounted for on a daily basis and delivered and reconciled to the City on not less than a weekly basis into a designated City account. Revenue shall include cash, checks, and credit cards. All monies collected by Contractor are the property of the City.

Cash shortages are the responsibility of Contractor and Contractor may not withhold the amounts of cash shortages from the City. After a period of five (5) business days, Contractor will be fined two hundred fifty dollars (\$250) per day for each one thousand dollars (\$1,000) in cash shortages left un-deposited in the City's account. Additionally, any cash overage collected must be deposited into the City's account and may not be used to offset any cash shortages encountered.

At a minimum, Contractor will maintain accurate revenue controls through:

- Obtaining the most advantageous credit card transaction processing rates and bank charges based upon a comparison of competitive market rates and verifiable evidence of such rates, or through bid or other competitive process. To ensure the Airport is receiving favorable rates, Contractor will perform this competitive evaluation process on a recurring basis of at least once per year. Credit/debit card processing clearinghouses utilized must be certified to interface with the PARCS and be compliant with all federal and state regulations. The Airport reserves the right at its sole discretion to enter directly into a contract with any credit card processing provider, with a thirty (30) day notice to Contractor.
- Reconciling revenues received with cashier receipts, cashier terminals and computer server for each shift.
- Reconciling collections with shift and daily receipts.
- Accurate, monthly tracking of "exception" ticket transactions.
- Implementing specific steps to minimize fraud due to lost/stolen tickets (ticket swapping) and unauthorized exits from controlled parking areas.

Contractor shall implement the following cost controls, among other actions:

- Comparing Actual Incurred Costs to the approved budget and Annual Cost Proposal (Actual Incurred Costs less than the approved/amended Annual Cost Proposal).
- Implementing cost saving measures including new supply sources and labor efficiency strategies.
- Employing worker retention programs to maintain experienced technical and public service personnel.

3. Background Check

All Contractor employees must pass a background check through the Airport's Security Access Office (SAO) prior to the employee being hired. Contractor will be reimbursed an amount equal to actual incurred costs only, to cover the actual costs of background checks.

4. Uniforms and Identification

Contractor shall require all on-Airport staff, except managers, to be dressed in Airport-approved uniforms at all times. All uniforms shall be consistent in appearance style and color and must be worn in a neat and clean condition. Contractor shall, at Airport's direction, procure replacement uniforms from time to time. The costs for any replacement uniforms shall be treated as reimbursable costs under the Agreement. Contractor's employees must also wear at all times while on duty Airport issued/approved valid identification badges, issued to the employee by the Airport's SAO. These identification badges must be worn in a manner that makes them clearly visible at all times.

The Airport has the right to require Contractor to change or modify the uniforms at any time. Contractor must make the requested change(s) within thirty (30) days after written notification from the Airport. The Airport shall reimburse Contractor the reasonable and actual costs incurred in changing or modifying the uniforms if required by the Airport.

The Airport may require that Contractor to remove an employee from his/her post without pay if he/she is not in uniform and/or not presenting himself/herself in a professional manner towards Airport patrons. In this event, Contractor is required to provide a suitable replacement within one (1) hour. The Airport shall not reimburse Contractor for any employee-related costs from the time the employee is removed from his/her post until the replacement reports to the vacated post.

5. Professional Services

Contractor shall provide professional advice to the Airport when requested regarding improving operational procedures, opportunities to achieve cost savings, parking and traffic control methods and technologies, parking facility improvements, customer services, and marketing and public information plans.

6. Customer Service

Contractor shall offer the following services to Airport parking customers free of charge: dead battery jump starts; flat tire assistance; lost car location assistance; and assist customer in calling their own roadside service. Trained personnel will provide these services. Contractor will provide excellent customer service through cross-training of existing operations staff.

In addition, Contractor shall:

- Respond to service related complaints from customers and/or citations by Airport staff.
- Respond to results of Airport Customer Surveys managed by the Airport's Customer Service section.
- Respond to customer comment cards that are distributed in garage elevator lobbies or at cashier booths.
- Provide frequent customer service training for cashiers and supervisors with a minimum of one (1) training session per year.

- Utilize employee retention programs to retain experienced, qualified staff with good track record of good customer service.
- Monitor the demeanor of employees.
- Monitor the appearance of employees to ensure they are appropriately uniformed and present themselves in a clean and professional manner.
- Utilize secret shopper to identify service successes and areas in need of improvement.

7. Employee Permit Parking Operations

Contractor shall manage and operate the Airport's employee parking program. This responsibility includes, but is not limited to:

- Sale of permits as specified by the Airport;
- Issuance of permit decals, access cards, and company billings; and
- Revenue collection, accounting and deposits to City's designated bank account.

Contractor's employees will be assigned parking in the Parking Facilities, with locations to be determined by the Airport.

8. Reporting

Contractor must submit various operational and financial reports using Airport-approved templates, all of which must be in form and substance satisfactory to the Airport. Contractor's reports must be accurate and must meet Airport-established deadlines. Required reports include, but are not limited to, the following:

- Weekly/weekend parking operations highlights;
- Monthly Financial/Operating Statements providing line-item detail of all revenues and expenditures and operational statistics, with commentary;
- Year End Financial Statement; and
- Annual Inventory reported for all equipment and ticket stock as of June 30th of each year.

9. Other Operational Requirements

Contractor shall not use the Parking Facilities or cause or permit its employees or others to use the Airport for any purpose in conflict with the operational requirements of the Airport. Without limiting any other provision herein, Contractor shall not do, cause or permit anything to be done in or about the Airport, or bring or keep anything thereon which, without the prior written consent of the Airport:

- increases in any way the rate of fire insurance on the Parking Facilities or their contents;
or

- creates a nuisance; or
- obstructs or interferes with the rights of others in the Parking Facilities or injures or annoys them; or
- commits or suffers to be committed any waste in the Parking Facilities; or
- uses or allows the Parking Facilities to be used for any improper, immoral, unlawful or objectionable purpose; or
- places any loads upon the floor, walls or ceiling which endanger the structure; or
- obstructs the sidewalk, passageways, stairways or escalators, in front of, within, or adjacent to the Parking Facilities; or
- conflicts with any law, ordinance, rule or regulation now in effect or which may hereafter be enacted or promulgated by any public authority having jurisdiction; or
- distributes handbills or circulars to Airport patrons or to cars in the Parking Facilities, or engages in any other advertising at the Airport; or
- engages in any activity on the Airport for the recruitment or solicitation of business; or
- does or permits to be done anything in any way tending to injure the reputation of the City or the appearance of the Airport.

E. Fixtures and Equipment

All Parking Facilities, entry and exit lane fixtures, parking tickets, office and shop equipment, vehicles, and parking revenue control equipment are the property of City. Any purchase or lease of operating equipment, such as calculators, two-way radios, computers and accessories, cell phones, supplies, furniture, and vehicles by Contractor for the purpose of performing its services under the Agreement, paid for wholly or in part by City under the terms of the Agreement or otherwise, shall be subject to the prior approval of the Airport and shall be the property of the Airport, and shall be returned to the Airport at the conclusion or termination of the Agreement in working condition. Contractor shall not make improvements or alterations to the Parking Facilities without the Airport's prior written consent.

II. OTHER REQUIREMENTS

A. Services Provided by Attorneys. The City Attorney must review in advance and approve in writing any request for services to be provided by a law firm or attorney. The City will not pay any invoices for services provided by law firms or attorneys, including as subcontractors of Contractor, unless the provider receives advance written approval from the City Attorney.

B. Reports. Contractor shall submit written reports as requested by Parking Management. Format for the content of such reports shall be determined by Parking Management. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

C. Department Liaison. In performing the services provided for in this Agreement, Contractor's liaison with the Airport will be the person identified in Agreement at Section 11.1, Notices to the Parties. Such individual shall be the Contractor's primary point of contact for all purposes under this Agreement.

EXHIBIT B

FORM OF SURETY BOND

_____ (Surety)

KNOW ALL MEN BY THESE PRESENT:

That we, _____, as Principal, and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____, as Surety, are held and firmly bound unto the City and County of San Francisco, acting by and through its Airport Commission, as Obligee, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, to be paid to the City and County of San Francisco, acting by and through its Airport Commission, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into one or more leases, permits, or agreements with the City and County of San Francisco, Airport Commission (collectively, the "Agreements").

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall perform all terms of the Agreements (which by reference are made a part hereof), including the payment of rent or fees, in accordance with the terms of such Agreements, then this obligation shall be null and void, otherwise to remain in full force and effect; and shall be effective _____.

This bond may be called upon by Obligee by a notice sent to the Surety in person or by registered mail, overnight mail, overnight courier service, or other courier service sent to our offices at:

_____.

Any such call by Obligee shall include a statement signed by the Airport Director of the Airport Commission of the City and County of San Francisco, or his/her designee, to the effect that any of the following events has occurred or is continuing:

- a) Principal has defaulted under one or more of the Agreements; or
- b) Principal has become insolvent, or has taken the benefit of any present or future insolvency statute, or has made a general assignment for the benefit of creditors, or has filed a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or any state thereof, or any jurisdiction available to Principal, or has consented to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property; or
- c) A petition under any of the federal bankruptcy laws or an action under any present or future insolvency law or statute has been filed against Principal; or
- d) This bond is cancelled, terminated, or not renewed, and City has not received an acceptable replacement bond at least thirty (30) days prior to the cancellation, termination, or expiration date.

We shall honor and pay on such call within ten (10) days after receipt.

We shall give you notice in writing by registered mail at least forty-five (45) days prior to the cancellation date, termination date or expiration date of this bond, if any is stated, of our intention to cancel, terminate, or non-renew this bond. In the event we fail to give such notice promptly, then this bond shall be deemed renewed for an additional one-year period.

Signed, sealed and dated this ___ day of _____, 20__.

Principal: By: _____

Title: _____

Seal: _____

Surety By: _____
Company:

Title: _____

Seal:

(Attach Notary Public Certificate and Attorney-in-Fact form)

EXHIBIT C

PARKING MANAGEMENT PERSONNEL

Key Management Personnel:

General Manager

The General Manager is responsible for the total compliance with the Professional Services Agreement between the City and County of San Francisco and New South Parking – California, GP. The General Manager is responsible for coordinating all operational activities pertaining to public and employee parking facilities use, maintenance and security, all union relations, service delivery, customer relations and communication with Airport management.

Assistant General Manager

The Assistant General Manager shares responsibility for total compliance with the Professional Services Agreement between the City and County of San Francisco and New South Parking – California, GP. The Assistant General Manager is responsible for in-depth communication with Airport Management Staff including Landing Operations, Aviation & Parking Management, Business and Finance and Accounting. The Assistant General Manager will monitor and review line levels and supervisory work schedules to ensure contractual staffing requirements are maintained and overtime is kept to a minimum.

EXHIBIT D

SCHEDULE OF JANITORIAL AND MAINTENANCE SERVICES

- 1. ADMINISTRATIVE OFFICES, INCLUDES:**
 - A) CUSTOMER SERVICE AREAS, SUPERVISORS OFFICE, MANAGEMENT OFFICE, GENERAL MANAGER'S OFFICE, HUMAN RESOURCES, ACCOUNTING DEPT.
 - B) MAINTENANCE SHOP
 - C) EQUIPMENT & COMPUTER SHOP

- 2. COMMON AREAS:**
 - A) MEN'S RESTROOM & LOCKER ROOM
 - B) WOMEN'S RESTROOM & LOCKER ROOM
 - C) KITCHEN/CAFETERIA AREAS
 - D) COMMON AREA LOBBY & ELEVATOR

- 3. DOMESTIC PARKING GARAGE (INCLUDES PERMIT PARKING, VALET PARKING & EXIT STAIRWELLS).**

LONG TERM PARKING GARAGES - LOT DD

INTERNATIONAL PARKING GARAGE A (IT-A)

INTERNATIONAL PARKING GARAGE G (IT-G)

EMPLOYEE GARAGE; LOTS C & D

- 4. ELEVATOR LOBBIES A THROUGH G, PEDESTRIAN TUNNELS AND PEOPLE MOVERS.**

CORE (A)	1st to 5th floor
CORE (B)	1st to 5th floor
CORE (C)	1st to 5th floor
CORE (D)	1st to 5th floor
CORE (E)	1st to 5th floor
CORE (F)	1st to 5th floor
CORE (G)	1st to 5th floor

- 5. ENGINEERING OFFICES LEVEL 2, BOILER ROOM, CENTRAL PLANT AND ENGINEERING OFFICE TUNNEL**

- 6. TAXI CAB LOTS (MAIN LOT, OVERFLOW LOTS SECTIONS A & G)**
 - A. RESTROOMS
 - B. DISPATCHERS OFFICE
 - C. EXIT BOOTHS (2)

PARKING ADMINISTRATIVE OFFICES

A. DAILY SERVICES (Monday through Sunday)

1. Gather all waste paper and place for disposal in dumpster located on level four
2. Sweep and/ or dust mop all tile floors.
3. Spot clean or damp mop all stains on tile floors as needed
4. Vacuum all carpeted areas.
5. Spot minor stains on carpets, as needed.
6. Dust/ wipe desks, chairs, tables, file cabinets, counter tops, telephones and other flat surfaces within reach.
7. Remove fingerprints from doors, walls and partition glass.
8. Spot clean coffee stains, etc. from desk tops.
9. Wash all drinking fountains or water coolers.
10. Close all drapes or blinds as directed.
11. Properly arrange chairs in offices.
12. Turn off all lights, leaving only designated lights on.
13. Secure all doors as directed.
14. Keep janitor closet clean and orderly at all times.

B. WEEKLY SERVICE

1. Remove fingerprints from woodwork, walls, and partitions.
2. Dust all picture frames and chair rugs.

C. MONTHLY SERVICE

1. Polish or clean door kick plates and thresholds.
2. Dust all door jambs.
3. Dust all high partitions, ledges and wall mounted objects.
4. Clean and refinish all resilient floors with a slip retardant floor finish.
5. Dust all Venetian blinds.
6. Dust or vacuum all office return air vents.

LUNCH ROOM AND KITCHEN AREA LEVEL #3

A. DAILY SERVICE (Monday through Sunday)

1. Remove trash and place for disposal.
2. Wipe tables, chairs and counter tops.
3. Wash kitchen sink.
4. Wipe coffee maker & wash coffee pots.
5. Wipe front of microwave oven and refrigerator.
6. Dust and wipe vending machines as needed.
7. Mop tile floor daily.

B. WEEKLY SERVICE

1. Spot clean doors and walls.
2. Wipe exterior of trash container.
3. Spray buff vinyl floor (Level #3 only).
4. Dust vending machines.

- C. **BI-WEEKLY**
 - 1. Wash interior of refrigerator and microwave oven.
- D. **MONTHLY SERVICE**
 - 1. Scrub and refinish vinyl floors.
- E. **QUARTERLY SERVICE**
 - 1. Strip flooring and refinish with slip resistant finish.

ADMINISTRATIVE OFFICE, RESTROOMS AND LOCKER ROOMS

- A. **DAILY SERVICE (Monday through Sunday)**
 - 1. Clean and sanitize all urinals, commodes and wash basins to include all chrome fittings and bright work.
 - 2. Clean mirrors and frames.
 - 3. Wet mop floors.
 - 4. Dust ledges and tops of partitions.
 - 5. Spot clean walls, doors and partitions.
 - 6. Fill all dispensers from stock.
 - 7. Empty and remove all trash from containers, clean exteriors of containers.
 - 8. Report any fixtures not working properly.
 - 9. Report any light fixtures burnt out.
 - 10. Police restroom areas day & swing shifts. Grave crew detail cleans all rooms.
- B. **WEEKLY SERVICE**
 - 1. Empty, remove and sanitize all feminine napkin disposal units.
 - 2. Spray buff tile in rest room and locker room areas.
- C. **MONTHLY SERVICE**
 - 1. Clean and/ or polish all door kick plates and thresholds.
 - 2. Dust all door jambs.
 - 3. Thoroughly machine scrub all floors (apply non-slip sealer)
- D. **QUARTERLY SERVICE**
 - 1. Wash all restroom walls and metal partitions.
 - 2. Strip & reseal flooring.

PARKING AREAS, INCLUDING PERMIT AND VALET PARKING

- A. **DAILY SERVICE (Monday through Sunday)**
 - 1. Sweep garage areas 1st through 5th levels daily and clean lanes near cashier booths.
 - 2. Pick up all boxes and miscellaneous debris.
 - 3. Clean cashier booths, empty trash and dust counter space.
 - 4. Spot clean window glass of cashier booths.
 - 5. Clean entrance and exit gates of all lanes.
 - 6. Clean ticket machines and remove all papers and debris in the area.
 - 7. Deposit absorbent on oil and gas spills.
 - 8. Degrease heavily oiled spots in garage as necessary.

9. Clean and deodorize corners of all cores A to G.
10. Remove gum from entrances and elevator lobbies.
11. Sweep, mop and sanitize those areas of Level #1 (taxi area) which emanate the odor of urine (most corners).

B. WEEKLY

1. Detail clean dumpster sites on Level #4.
2. Dust black grilles to lobby entrances

C. UPON REQUEST & AUTHORIZATION

1. Steam clean taxi eating area and overflow lot.
2. Steam clean cashier exit lanes.

LONG TERM AND EMPLOYEE PARKING GARAGES

(INCLUDES RESTROOMS, LUNCH ROOM, CASHIER BOOTHS AND BUS SHELTERS)

A. DAILY SERVICE (Monday through Sunday)

1. Clean cashier booths, empty trash, dust counter tops, spot clean glass.
2. Clean cashier lanes, clean entrance and exit gates.
3. Clean lunch room area, empty trash; wipe tables and chairs, spot clean doors and walls (Trailer).
4. Use truck to pick up all miscellaneous debris left in the lot.
5. Remove all papers and debris blown into the fenced area. Remove weeds from fences area as needed.
6. Sweep pavement as needed.
7. Bus shelters: Empty all trash containers, spot clean glass and remove all debris inside bus shelters.

B. DAILY SERVICE - RESTROOMS (Monday through Sunday)

1. Empty all trash containers and clean exterior.
2. Clean and sanitize toilets & wash basins.
3. Clean mirrors & frames.
4. Mop floors with germicide cleaner.
5. Spot clean walls, doors as needed.
6. Fill all dispensers from stock.
7. Report any fixtures not working properly, including burnt out lights.
8. Police restrooms day & swing shift. Grave shift service as needed.
9. Fill water tanks for restrooms when Port-O-Let personnel forget to complete their services.

C. WEEKLY SERVICE

1. Wash and clean interior and exterior of airport truck and valet van.

DOMESTIC PARKING GARAGE

ELEVATOR CORES "A" THROUGH "G"

A. DAILY SERVICE (Monday through Sunday)

1. Empty trash containers. Replace liners as needed.
2. Dust mop and wet mop lobby tile nightly. Spot clean as needed throughout the day.
3. Clean and polish public telephone center.

4. Remove graffiti and spillage from all doors and walls daily.
5. Clean and shine drinking fountains.
6. Sift cigarette debris and litter from sand urns. Replace sand as needed.
7. Report burned out lights, broken tiles and sand urns, or otherwise non-functioning fixtures to supervisor.
8. Remove gum from all entrance areas daily.
9. All tunnels, pick up trash, mop as needed, spot clean throughout the day.
10. Wipe/polish stainless steel on people movers. Spot clean glass on people movers daily.
11. Thoroughly clean glass as needed.

B. WEEKLY SERVICES

1. Dust all door jambs (includes front and back of doors)
2. Buff all lobby tile floors as designated nightly by supervisor until all lobbies have been completed.
3. Dust black air grills outside of each elevator core "A" through "G".

C. QUARTERLY SERVICES

1. Thoroughly scrub and refinish all resilient floors with a slip retardant floor finish.
2. Thoroughly scrub stairways.
3. Dust elevator lobby air vents.

ELEVATOR CABS

A. DAILY SERVICE (Monday through Sunday)

1. Dust all walls and ceilings.
2. Dry mop interior elevator flooring.
3. Shine metal doors and walls.
4. Spot clean all elevator saddles.
5. Remove all gum and graffiti from interior cabs.
6. Report burnt out light fixtures.

B. WEEKLY SERVICES

1. Steel wool and vacuum all saddles.

TAXI LOTS

(MAIN LOT, 2 OVERFLOW LOTS)

A. DAILY SERVICES (Monday through Sunday)

1. Empty trash in dispatcher's office.
2. Empty trash from all containers in the taxi holding areas.
3. Deposit trash on Level #4.
4. Restock all supply cabinets for taxi servicing.
5. Remove all boxes, trash and debris left by catering truck.
6. Hand sweep all interior and exterior taxi lots.

B. DAILY SERVICES (RESTROOMS) (Monday through Sunday)

1. Clean and sanitize all urinals, commodes & wash basins.
2. Shine chrome fittings and bright work.
3. Clean mirror & frames.
4. Wet mop floors with germicide cleaner.

5. Spot clean walls, doors and partitions.
6. Fill all dispensers from stock.
7. Empty all trash containers, clean exteriors of containers.
8. Report any fixtures not working properly.
9. Police restrooms areas day and swing shifts. Grave crew detail clean all restrooms.

STAIRWELLS

A. DAILY SERVICE (Monday through Friday)

1. Remove all debris; wipe graffiti from walls and doors.
2. Sweep stairwells as needed.
3. Mop stairwells and deodorize as needed. Leave doors open to ventilate.
4. Close all doors by the end of the shift. (Exit stairwells only)

NOTATION:

HOSING OF STAIRWELLS IS PROVIDED BY SPECIAL CREWS WHO ARE AUTHORIZED TO CLOSE ALL DRAINS AND UTILIZE WET VACUUM EQUIPMENT FOLLOWING PROCEDURES TO LIMIT WATER RUN-OFF INTO THE BAY

UTILITY & FLOOR CREW

DAILY SERVICES (Monday through Friday)

A. SERVICE AREAS (ADMINISTRATIVE OFFICES & RESTROOMS)

1. Mop and buff Contractor's customer service areas.
2. Mop and buff Contractor's common areas and cafeteria.
3. Scrub restroom tile in means & women's areas.
4. Mop & buff restroom flooring as needed.
5. Arrange with Contractor's Human Resources Mgr. to scrub and buff personnel & accounting offices.
6. Spot clean carpeting in general manager's office (upon request).

B. SERVICE AREAS (ELEVATOR LOBBIES)

- CORE A 1ST THROUGH 5TH FLOORS
- CORE B 1ST THROUGH 5TH FLOORS
- CORE C 1ST THROUGH 5TH FLOORS
- CORE D 1ST THROUGH 5TH FLOORS
- CORE E 1ST THROUGH 5TH FLOORS
- CORE F 1ST THROUGH 5TH FLOORS
- CORE G 1ST THROUGH 5TH FLOORS

TOTAL OF 37 ELEVATOR LOBBIES

1. Manager, supervisor & foreperson review all lobbies to determine which areas require servicing first.
2. 1st floor elevator lobbies are to be maintained in quality condition at all times.
3. Stripping & refinishing of lobbies to be determined by supervisor & lead utility person.
4. Scrub & refinish security office by request.
5. Scrub lobby stairs as needed (NO FINISH APPLIED).

C. MONTHLY SERVICE

1. Scrub and refinish restroom tile.
2. Scrub and refinish common area vinyl tile.

SWEEPER SERVICES

A. DAILY SERVICE (Monday through Friday)

1. Sweep all ramps from levels 1st, 2nd, 3rd, 4th, & 5th levels.
2. Sweep taxi main lot and three (3) overflow lots.
3. Sweep all roadways of level #4 Valet Parking.
4. Receive all special service requests from janitorial manager and/or supervisor.
5. All steam cleaning services provided upon request and authorization
 - A. Steam clean taxi eating areas and tables.
 - B. Steam clean exterior areas of taxi restrooms.
 - C. Steam clean taxi Main Lot.
 - D. Steam clean taxi Overflow Lots.
 - E. Steam clean interior & exterior of taxi trash containers.
 - F. Steam clean exterior areas of taxi dispatcher's office.
 - G. Steam clean cashiers lanes.

B. SCRUBBER SERVICE

1. All scrubber services provided upon request of Contractor and coordinated with Contractor's chief engineer.

INTERNATIONAL PARKING GARAGE A - (IT-A)

A. ADMINISTRATIVE OFFICES INCLUDES:

1. CUSTOMER SERVICE AREA (ENTRANCE)
2. SUPERVISORS OFFICE (SECURE AREA)
3. GENERAL OFFICE AREA

B. COMMON AREAS:

1. MENS RESTROOM & LOCKER ROOM
2. WOMENS RESTROOM & LOCKER ROOM
3. KITCHEN AREA

C. ELEVATORS

D. PARKING LEVELS

- | | |
|--------------|-----------------------|
| 1. 1ST FLOOR | ENTRANCE & EXIT GATES |
| 2. 2ND FLOOR | WALKWAY TO TERMINAL |
| 3. 3RD FLOOR | |
| 4. 4TH FLOOR | |
| 5. 5TH FLOOR | ENTRANCE GATE |
| 6. 6TH FLOOR | |
| 7. 7TH FLOOR | AIR TRAIN STATION |

8. 8TH FLOOR
9. 9TH FLOOR

ADMINISTRATIVE OFFICE

A. DAILY SERVICES (Monday through Sunday)

1. Gather all waste paper and place for disposal on LEVEL #5.
2. Sweep and/ or dust mop all tile floors.
3. Spot clean or damp mop all stains on tile floors as needed.
4. Vacuum all carpeted areas.
5. Spot minor stains on carpets, as needed.
6. Dust/wipe desks, chairs, tables, file cabinets, counter tops, telephones and other flat surfaces within reach.
7. Remove fingerprints from doors, walls and partition glass.
8. Spot clean coffee stains, etc. from desk tops.
9. Wash all drinking fountains or water coolers.
10. Close all drapes or blinds as directed.
11. Properly arrange chairs in offices.
12. Turn off all lights as designated.
13. Secure all doors as directed.
14. Keep janitor closet clean and orderly at all times.

B. WEEKLY SERVICE

1. Remove fingerprints from woodwork, walls, and partitions.
2. Dust all picture frames and chair rugs.

C. MONTHLY SERVICE

1. Polish or clean door kick plates and thresholds.
2. Dust all door jambs.
3. Dust all high partitions, ledges and wall mounted objects.
4. Dust all Venetian blinds.
5. Dust or vacuum all office return air vents.

LUNCH ROOM AND KITCHEN AREA

A. DAILY SERVICE (Monday through Sunday)

1. Remove trash and place for disposal.
2. Wipe tables, chairs and counter tops.
3. Wash kitchen sink.
4. Wipe coffee maker & wash coffee pots.
5. Wipe inside & outside of microwave, wipe exterior of refrigerator.
6. Wipe clean water coolers.

B. WEEKLY SERVICE

1. Spot clean doors and walls.
2. Wipe exterior of trash container.

- C. **BI-WEEKLY**
1. Wash interior of refrigerator upon request.

RESTROOMS AND LOCKER ROOMS

- A. **DAILY SERVICE (Monday through Sunday)**
1. Clean and sanitize all urinals, commodes and wash basins to include all chrome fittings and bright work.
 2. Clean mirrors and frames.
 3. Wet mop floors.
 4. Dust ledges and tops of partitions.
 5. Clean & shine stainless doors and partitions.
 6. Fill all dispensers from stock.
 7. Empty and remove all trash from containers, clean exteriors of containers.
 8. Report any fixtures not working properly.
 9. Report any light fixtures burnt out.
 10. Police restroom areas day & swing shifts. Grave crew provides utility floor care.
- B. **WEEKLY SERVICE**
1. Empty, remove and sanitize all feminine napkin disposal units.
 2. Spray buff tile in restroom and locker room areas.
- C. **MONTHLY SERVICE**
1. Clean and/ or polish all door kick plates and thresholds.
 2. Dust all door jambs.
- D. **QUARTERLY SERVICE**
1. Wash all restroom walls and metal partitions.
 2. Strip & refinish flooring.

PARKING AREAS & STALLS

- A. **DAILY SERVICE (Monday through Sunday)**
1. Sweep garage areas 1st through 9th levels daily. Sweep cashier exit lanes.
 2. Pick up all boxes and miscellaneous debris.
 3. Clean cashier booths, empty trash and dust counter space.
 4. Spot clean window glass of cashier booths.
 5. Clean entrance and exit gates of all lanes.
 6. Clean ticket machines and remove all papers and debris in the area.
 7. Deposit absorbent on oil and gas spills.
 8. Apply absorbent to heavily oiled spots in garage as necessary.
 9. Clean and deodorize corners that emanate odors as necessary.
 10. Remove gum from entrances to elevators.
- B. **MONTHLY SERVICE**
1. Sweeper & scrubber services of all ramps and designated roadways.
 2. Steam cleaning cashier lanes.
 3. Steam cleaning entrances to elevators & terminal areas.

ELEVATOR CABS

- A. **DAILY SERVICE (Monday through Sunday)**
1. Dust all walls and ceilings.
 2. Dry mop interior of cabs.
 3. Shine metal doors and walls.
 4. Spot clean all elevator saddles.
 5. Remove all gum and graffiti from interior cabs.
 6. Report burnt out light fixtures.
- B. **MONTHLY SERVICES**
1. Steel wool and vacuum all saddles.

STAIRWELLS

- A. **DAILY SERVICE (Monday through Friday)**
1. Remove all debris; wipe graffiti from walls and doors.
 2. Sweep stairwells as needed.
 3. Mop stairwells and deodorize as needed.

NOTATION:

HOSING OF STAIRWELLS IS PROVIDED BY SPECIAL CREWS WHO ARE AUTHORIZED TO CLOSE ALL DRAINS AND UTILIZE WET VACUUM EQUIPMENT FOLLOWING PROCEDURES TO LIMIT WATER RUN-OFF INTO THE BAY

INTERNATIONAL PARKING GARAGE G – (IT-G)

1. **ADMINISTRATIVE OFFICES INCLUDES:**
 - A) CUSTOMER SERVICE AREA (ENTRANCE)
 - B) SUPERVISORS OFFICE (SECURE AREA)
 - C) GENERAL OFFICE AREA
2. **COMMON AREAS:**
 - A) MENS RESTROOM & LOCKER ROOM
 - B) WOMENS RESTROOM & LOCKER ROOM
 - C) KITCHEN AREA
3. **ELEVATORS**
4. **PARKING LEVELS**

1 ST FLOOR	EXIT GATES
2 ND FLOOR	
3 RD FLOOR	EXIT GATES
4 TH FLOOR	
5 TH FLOOR	ENTRANCE GATE
6 TH FLOOR	
7 TH FLOOR	BART & AIR TRAIN STATIONS
8 TH FLOOR	
9 TH FLOOR	

ADMINISTRATIVE OFFICE

A. DAILY SERVICES (Monday through Sunday)

1. Gather all waste paper and place for disposal in IT-A, LEVEL #5.
2. Sweep and/ or dust mop all tile floors.
3. Spot clean or damp mop all stains on tile floors as needed.
4. Vacuum all carpeted areas.
5. Spot minor stains on carpets, as needed.
6. Dust/ wipe desks, chairs, tables, file cabinets, counter tops, telephones, and other flat surfaces within reach.
7. Remove fingerprints from doors, walls and partition glass.
8. Spot clean coffee stains, etc. from desk tops.
9. Wash all drinking fountains or water coolers.
10. Close all drapes or blinds as directed.
11. Properly arrange chairs in offices.
12. Turn off all lights as designated.
13. Secure all doors as directed.
14. Keep janitor closet clean and orderly at all times.

B. WEEKLY SERVICE

1. Remove fingerprints from woodwork, walls, and partitions.
2. Dust all picture frames and chair rugs.

C. MONTHLY SERVICE

1. Polish or clean door kick plates and thresholds.
2. Dust all door jambs.
3. Dust all high partitions, ledges and wall mounted objects.
4. Dust all Venetian blinds.
5. Dust or vacuum all office return air vents.

LUNCH ROOM AND KITCHEN AREA

A. DAILY SERVICE (Monday through Sunday)

1. Remove trash and place for disposal.
2. Wipe tables, chairs and counter tops.
3. Wash kitchen sink.
4. Wipe coffee maker & wash coffee pots.
5. Wipe inside & outside of microwave, wipe exterior of refrigerator.
6. Wipe clean water coolers.

B. WEEKLY SERVICE

1. Spot clean doors and walls.
2. Wipe exterior of trash container.

C. BI-WEEKLY

1. Wash interior of refrigerator upon request.

RESTROOMS AND LOCKER ROOMS

A. DAILY SERVICE (Monday through Sunday)

1. Clean and sanitize all urinals, commodes and wash basins to include all chrome fittings and bright work.
2. Clean mirrors and frames.
3. Wet mop floors.
4. Dust ledges and tops of partitions.
5. Clean & shine stainless doors and partitions.
6. Fill all dispensers from stock.
7. Empty and remove all trash from containers, clean exteriors of containers.
8. Report any fixtures not working properly.
9. Report any light fixtures burnt out.
10. Police restroom areas day & swing shifts. Grave crew provides utility floor care.

B. WEEKLY SERVICE

1. Empty, remove and sanitize all feminine napkin disposal units.
2. Spray buff tile in restroom and locker room areas.

C. MONTHLY SERVICE

1. Clean and/ or polish all door kick plates and thresholds.
2. Dust all door jambs.

D. QUARTERLY SERVICE

1. Wash all restroom walls and metal partitions.
2. Strip & reseal flooring.

PARKING AREAS & STALLS

A. DAILY SERVICE (Monday through Sunday)

1. Sweep garage areas 1st through 9th levels daily. Sweep cashier exit lanes.
2. Pick up all boxes and miscellaneous debris.
3. Clean cashier booths, empty trash and dust counter space.
4. Spot clean window glass of cashier booths.
5. Clean entrance and exit gates of all lanes.
6. Clean ticket machines and remove all papers and debris in the area.
7. Deposit absorbent on oil and gas spills.
8. Degrease heavily oiled spots in garage as necessary.
9. Clean and deodorize corners that emanate odors as necessary.
10. Remove gum from entrances to elevators.

B. MONTHLY SPECIAL SERVICE (ON REQUEST)

1. Sweeper & scrubber services of all ramps and designated roadways.
2. Steam clean cashier lanes.
3. Steam clean entrances to elevators & terminal areas.

ELEVATOR CABS

A. DAILY SERVICE (Monday through Sunday)

1. Dust all walls and ceilings.
2. Dry mop interior of cabs.
3. Shine metal doors and walls.
4. Spot clean all elevator saddles.
5. Remove all gum and graffiti from interior cabs.
6. Report burnt out light fixtures.

B. WEEKLY SERVICES

1. Steel wool and vacuum all saddles.

STAIRWELLS

A. DAILY SERVICE (Monday through Friday)

1. Remove all debris; wipe graffiti from walls and doors.
2. Sweep stairwells as needed.
3. Mop stairwells and deodorize as needed.

NOTATION:

HOSING OF STAIRWELLS IS PROVIDED BY SPECIAL CREWS WHO ARE AUTHORIZED TO CLOSE ALL DRAINS AND UTILIZE WET VACUUM EQUIPMENT FOLLOWING PROCEDURES TO LIMIT WATER RUN-OFF INTO THE BAY

ANNUAL SERVICES – DEEP CLEANING

Each of the public parking garages will receive an annual “Deep Cleaning”, which requires a parking area to be vacated, degreased and steam cleaned. The timing of this service will be coordinated with the Airport to ensure there is minimal disruption to the public during the closure of each section. Employee parking areas will receive deep cleaning on an as needed basis or upon request.

EXHIBIT E

CALCULATION OF CHARGES

The City will not pay any invoices for services provided by law firms or attorneys, including as subcontractors of Contractor, unless the provider receives advance written approval from the City Attorney.

Compensation for the services provided under this Agreement will be provided on the basis of reimbursable costs plus a Management Fee up to a Guaranteed Maximum Price (GMP), as set forth in the Cost Proposal attached below and incorporated into this Agreement by reference. Contractor shall be reimbursed for the actual costs of direct labor, indirect labor, fringe benefits on labor, payroll additives, approved operating expenses, allocated general and administrative expenses, and other direct costs, including the costs of outside and subcontracted services approved by the Airport in accordance with the Cost Proposal, subject to the following conditions and restrictions.

The actual costs of indirect labor, fringe benefits on total labor, payroll additives, and general and administrative expenses shall be limited to an amount not to exceed sixty-five percent (65%) of direct labor costs. The total indirect costs, including the costs of indirect labor, fringe benefits on total labor, payroll additives, approved operating expenses and general and administrative expenses shall be further limited to an amount not to exceed one hundred and eighty-five percent (185%) of cost of direct labor. Operating expenses included in the 185% limitation are only the supplies and materials consumed in the daily operations and do not include outside services such as credit card transaction fees and subcontracts. The Contractor will be reimbursed for the following site-specific costs:

Direct Labor

Labor costs directly related to the day-to-day parking operation including cashiers, lead cashiers, and valet attendants.

Indirect Costs

Fringe Benefits on Direct Labor (medical and dental, pension)
Indirect Labor (management, administrative, clerical, maintenance, paid time off)
Fringe Benefits on Indirect Labor (medical and dental, pension)
Payroll Additives (payroll taxes and worker's compensation insurance)
Operating Expenses (services and supplies)
General and Administrative Expenses (insurance coverage)

Other Direct Costs and Outside Services

Subcontracted Janitorial Services
Subcontracted Security Services
Credit Card Clearing House services
Other Services

Management Fee

As proposed by Contractor for each year of the five (5) year term, and regardless of any increase in scope of services, the Management Fee shall at no time exceed an amount of 5% of the annual proposed sum of direct labor costs and total indirect costs.

The GMP means the maximum consideration payable to the contractor per year, including all reimbursable expenses plus the Management Fee. The first year GMP is outlined in the Cost Proposal, with annual adjustments to the reimbursable expenses not to exceed a cap of 3% per year for each subsequent contract year. The fixed annual Management Fee is excluded from the 3% adjustment calculation.

For each year of the contract term, City shall pay Contractor a Management Fee as compensation for the services provided under the contract in excess of reimbursable costs. The Management Fee shall include all profit and all components of costs that are not otherwise eligible for reimbursement under the Agreement. Other Direct Costs and Outside Services are not included in the Management Fee percentage calculation.

The GMP may not be exceeded without approval by the City and only for the purpose of increasing the scope of services. Adjustments to Contractor's Management Fee and GMP shall be made as described below.

If a contract modification for increased services is approved by the City, additions to the scope of services will result in an adjustment to the GMP and an adjustment to the Management Fee equal to the rate at which the Management Fee was applied to the Total Base Cost prior to the modification. The adjustment to the GMP and Management Fee will be mutually agreed upon by Airport and Contractor based on the estimated actual additional costs to perform the increased scope of services. Notwithstanding the foregoing, services provided by the Contractor related to the new second Long-Term Parking garage shall not result in an increase to Contractor's Management Fee.

Deletions from the scope of services will result in an equitable reduction to the Guaranteed Maximum Price; however no adjustment to the Management Fee will be made.

A. BASIS FOR REIMBURSEMENT OF CONTRACTOR DIRECT LABOR COSTS:

1. The individual direct labor rates, exclusive of any burden or markups, shall be the actual salaries or wages paid for Direct Labor not to exceed the amounts set forth in the Cost Proposal attached hereto.
2. Notwithstanding the above, at no time will any individual direct labor rate exceed \$50.00 per hour.
3. Direct Labor costs are allowable only to the extent they do not exceed the amounts set forth in the attached Cost Proposal or by prior written approval by the Airport Director.
4. The following Direct Labor costs are not allowable without the prior approval of the Airport.
 - a. Premium costs incurred as a result of working overtime or holidays; provided, however, to ensure the ongoing service goals of the Airport's parking operation are achieved, the Airport authorizes Contractor to expend up to 2% of each pay period's Direct Labor Costs for overtime or holidays as needed. Contractor will be required to obtain prior approval from the Airport if premium pay exceeds this threshold during any given pay period. If Contractor fails to obtain such prior approval, Contractor will not be reimbursed at the premium rate
 - b. Notwithstanding the foregoing, and subject to the prior written approval of the Airport Director, the Contractor may perform services on a lump sum or agreed upon price basis.

B. INDIRECT COST RATES

1. Indirect Costs include, but are not limited to the following and these Indirect Costs may not be reimbursed as Direct Costs:
 - a. All costs incurred in preparing, submitting and supporting any modifications (whether or not accepted by Airport);

- b. All costs of financial administration (including but not limited to establishing final rates, invoicing, reporting, budgeting, and auditing);
 - c. All costs associated with direct labor fringe, including but not limited to employee compensated personal absence, payroll taxes and payroll additives.
 - d. All costs associated with the costs of employee incentive compensation (including cash bonuses, suggestion awards, safety awards and other forms of incentive compensation) shall be allowable only as indirect costs. Furthermore, such costs shall be allowable only to the extent that they are paid or accrued:
 - i. under an agreement (in effect for twelve months prior to award of this Agreement) entered into in good faith between Contractor and the employees, or,
 - ii. pursuant to an established organization wide plan or policy followed by the Contractor (for twelve months prior to award of this Agreement) so consistently as to imply, in effect, an agreement for such incentive compensation.

In no event shall distribution of any profits be allowable as a form of incentive compensation.
 - e. All costs associated with providing insurance coverage as set forth in this Agreement other than those provided by the Airport.
2. The indirect cost rates applied to Contractor's Direct Labor shall not exceed the percentages identified for each year of the contract term as shown on the Cost Proposal, attached hereto.
 3. The rate for Contractor's Indirect Costs, including Indirect Labor, and the rate for Indirect Labor, as set forth in the Cost Proposal, attached hereto, are provisional rates, subject to final determination and acceptance by the Airport, as described in Section 3 below.
 4. Indirect Cost rates shall not be applied to Other Direct Costs for either the Contractor or any of its subcontractors at any tier.

C. BASIS FOR INDIRECT COST REIMBURSEMENT:

1. Any payments to Contractor under this Agreement submitted prior to a final determination of the Indirect Cost rates will be recalculated if these provisional rates differ from the final rates, unless Airport Director and Contractor mutually agree that recalculation will not be required, in which case the provisional rates will be considered the final rates.
2. Contractor agrees to accept payment of these final rates as its total compensation for all overhead, general and administrative costs for performing all services.
3. The final approved rates shall be limited each fiscal year to actual costs incurred, not exceeding a rate of 185% of Direct Labor, as set forth in the Cost Proposal, attached hereto.
4. If the Airport and the Contractor cannot mutually agree on the final rates, then Contractor, at its sole expense, shall retain an independent third party auditor, mutually agreed to by both parties, to determine the final rates, subject to the terms of this Agreement.

D. MANAGEMENT FEE

1. Contractor's Management Fee shall be as follows:
 - a. For Contractor direct labor costs and all allowable indirect costs as applied to Contractor direct labor costs
 - i. A Management Fee for each year of the contract term as set forth in the Cost Proposal.
 - ii. Contractor and subcontractors at any tier shall receive no fee or cost reimbursement on any overhead/indirect costs in excess of the percentage identified for each year of the contract term as shown on the Cost Proposal, attached hereto.
 - b. For the costs of subcontracts, Contractor and subcontractors at any tier shall receive no Management Fee.
 - c. For Contractor ODCs:
 - a. There shall be no Management Fee allowed for Contractor ODCs.
2. For Subcontractor services performed at any tier on a cost reimbursable basis, Subcontractor's management fee will be proposed and negotiated by Contractor or Subcontractor as a percentage of subcontractor's estimated Direct Labor Cost and associated Indirect Costs. On this basis, the management fee for Contractor's Subcontractors at any tier shall not exceed the following:
 - a. For Subcontractor direct labor costs and associated indirect costs:
 - i. For the first \$100,000 in Subcontractor's direct labor costs and associated indirect costs; a management fee not to exceed 7%.
 - ii. For the next \$100,000 in Subcontractor direct labor costs and associated indirect costs; a management fee not to exceed 6%.
 - iii. Thereafter; a management fee not to exceed 5%
 - iv. There shall be no fee allowed for Subcontractor ODCs or lower tier subcontract costs.
3. Determination of final Indirect Costs rates shall not result in any changes to the Management Fee.

E. BASIS FOR REIMBURSEMENT OF SUBCONTRACTED COSTS:

1. The parties intend that Contractor obtain subcontracted services primarily on a cost reimbursable basis. For subcontractors performing services on a cost reimbursable basis:
 - a. Contractor will be reimbursed for Subcontractor direct labor costs at any tier.
 - b. Contractor will be reimbursed for Subcontractor other direct costs at any tier in conformance with the requirements of Section 6 below.

- c. Contractor will be reimbursed for Subcontractor indirect costs. Such reimbursement for subcontracted indirect costs at any tier shall be in conformance with the requirements of Section 3 above.
 - d. Contractor will be reimbursed for Subcontractor management fee at any tier in conformance with the requirements of Section 4 above.
 - e. Notwithstanding the above, Contractor will be reimbursed for Subcontracted Services, not to exceed the amounts set forth in the Cost Proposal, attached hereto and the Guaranteed Maximum Price.
2. Subject to approval by the Airport Director, Contractor may subcontract services on a 'time and material' basis when the following conditions have been met:
 - a. Contractor has identified at least three subcontractors for any specific services to be performed on this basis or if this is not possible, then Contractor has furnished a written justification acceptable to Airport Director or his or her designee, as to why the recommended subcontractor represents the most advantageous offer to the Airport, considering qualifications, cost or price factors as may be appropriate.
 - b. Total compensation for subcontractor labor will not, in aggregate, exceed \$100,000 per contract year.
 3. As used herein the term 'time and material' is defined as a subcontract that provides for acquiring supplies or services. Services shall be reimbursed on the basis of direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit. To the extent materials and/or supplies are required they will be reimbursed at direct cost only with no overhead, profit or fee allowed.

Subcontractor(s) time and material rates are allowable only to the extent that any individual rate complies with the following requirements:

- a. Total reimbursement per individual, per day does not exceed eight hours or eight times the approved rate and forty hours in one week;
 - b. For services performed on a time and material basis, the following costs shall be allowable only to the extent that they are a part of the overhead portion of the subcontractor's labor rate:
 - All subcontractor costs including, but not limited to subcontractor labor, associated with automobile travel within a 100 mile radius of the Airport's Administrative Offices at San Francisco International Airport.
 - All subcontractor costs associated with providing insurance as set forth in this Agreement in Section 15 other than Commission furnished coverages.
4. Notwithstanding the above, and subject to approval by the Airport Director, the Contractor or subcontractors may perform services on a lump sum or price basis agreed upon in advance by the parties.
 5. In the event the Airport Director gives approval for specific subcontractor services pursuant to the above Sections 5.B. and C., Contractor shall thereafter be obligated, under this Agreement, to obtain such subcontractor services accordingly.

F. BASIS FOR REIMBURSEMENT OF OTHER DIRECT COSTS:

1. Contractor will not be reimbursed for Other Direct Costs unless otherwise authorized in advance by the Airport Director.
2. Only ODC in excess of \$25 shall be eligible for reimbursement.
3. The following ODCs are not allowable without the prior written approval of the Airport Director:
 - a. Relocation, travel and/or subsistence related to travel into or out of the area, or where Airport offices are located.
 - b. Tuition for training, seminars, technical associations meetings, or other similar events.
 - c. Cost of any equipment, tools, or vehicles hired, leased or purchased for the performance of Services. Provided such costs are allowed with the prior written approval of the Airport Director or his or her designee, the depreciated value of such items purchased by Contractor shall be credited to Airport at the completion of the work hereunder.
 - d. Management staff must obtain prior approval from Airport for any item or combination of items amounting to two hundred fifty dollars (\$250) or more in any semi-monthly billing cycle. A written three (3) quote purchase policy shall be in effect for those major items identified by the Airport. If contractor does not receive pre-authorization, the Airport will not reimburse these unapproved expenses

G. APPLICABILITY

1. Nothing herein shall be construed to prejudice, waive, or in any other way affect any rights of the Airport under the provisions of this Agreement.
2. The rates set forth in this Agreement are applicable to all modifications under this Agreement, pending final determination of such rates for Contractor subject to approval by the Airport Director.
3. Contractor shall submit an Annual Task Order Proposal of Summary of Costs and ACDBE and small business participation, including a separate schedule for each proposed subcontractor, pursuant to this Agreement.
4. Contractor shall submit Invoice Backup Data, in sufficient detail to support the charges billed, with all invoices submitted by Contractor pursuant to this Agreement.

COST PROPOSAL FORM

Budget Line Item	Estimated Annual Costs Year 1
Direct Labor Costs	
Cashiers	1 \$ 2,492,421
Supervisors	2 \$ 1,158,988
Valet Attendants	3 \$ 315,138
Total Direct Labor Costs (Line 1 through Line 3)	4 \$ 3,966,547
Indirect Costs	
Fringe Benefits on Direct Labor	
Health and Welfare	5 \$ 1,363,880
Pension	6 \$ 409,645
401K	7 \$ 81,280
Total Fringe Benefits on Direct Labor (Line 5 through Line 7)	8 \$ 1,854,805
Fringe Benefits % of Direct Labor (Line 8 divided by Line 4)	9 46.8%
Indirect Labor (On-site)	
General Manager	10 \$ 148,028
Assistant Managers/Supervisors	11 \$ 339,101
Office/Administrative Staffs	12 \$ 285,408
Customer Service/Audit Clerks	13 \$ 367,777
Maintenance Engineers	14 \$ 458,280
Paid Time Off-Direct Personnel	15 \$ 882,580
Other (provide details)	16 \$ -
Total Indirect Labor (Line 10 through Line 16)	17 \$ 2,481,175
Indirect Labor (On-Site) % of Direct Labor (not to exceed 65%) (Line 17 divided by Line 4)	18 62.6%
Fringe Benefits on Indirect Labor (On-site)	
Health and Welfare	19 \$ 371,563
Pension	20 \$ 135,408
401K	21 \$ 26,580
Other (provide details)	22 \$ 1,505
Total Fringe Benefits on Indirect Labor (Line 19 through Line 22)	23 \$ 535,056
Payroll Additives	
Payroll Taxes	24 \$ 829,822
Worker's Compensation	25 \$ 548,056
Total Payroll Additives (Line 24 through Line 25)	26 \$ 1,377,878
Operating Expenses	
Advertising, Recruiting and Training	27 \$ -
Auto Expenses	28 \$ 110,425
Bank Charges	29 \$ 26,753
Computer Maintenance	30 \$ -
Laundry and Uniforms	31 \$ 105,000
Office Supplies	32 \$ 25,303
Refunds and Fee Adjustments	33 \$ 6,500
Repairs & Maintenance	34 \$ 6,000
Revenue Control Tickets and Forms	35 \$ 50,000
Small Tools & Supplies	36 \$ 19,500

ATTACHMENT 1

Budget Line Item		LINE	Year 1
Telephone/Communications		37	\$ 7,066
Other (provide details)		38	\$ 125,435
Total Operating Expenses (Line 27 through Line 38)		39	\$ 481,982
General and Administrative Expenses (Provide details, including allocation methodologies)			
General Commercial & Auto Liability Insurance		40	\$ 96,685
Garage Keepers Legal Liability Insurance		41	\$ 51,566
Burglary & Robber Insurance		42	\$ 12,892
Other (Provide Details)		43	\$ -
Total General and Administrative Expenses (Line 40 through Line 43)		44	\$ 161,142
Total Indirect Costs			
Total Fringe Benefits on Direct Labor (Line 8)		45	\$ 1,854,805
Total Indirect Labor (Line 17)		46	\$ 2,481,175
Total Fringe Benefits on Indirect Labor (Line 23)		47	\$ 535,056
Total Payroll Additives (Line 26)		48	\$ 1,377,878
Total Operating Expenses (Line 39)		49	\$ 481,982
Total General and Administrative Expenses (Line 44)		50	\$ 161,142
Total Indirect Costs (Line 45 through Line 50)		51	\$ 6,892,039
Indirect Costs (On-site) % of Direct Labor (not to exceed 185%) <i>(Line 51 divided by Line 4)</i>		52	173.8%
Base Costs for Fee Proposal:			
Total Direct Labor (Line 4)		53	\$ 3,966,547
Total Indirect Costs (Line 51)		54	\$ 6,892,039
Total Base Cost for Fee Proposal (Line 53 + Line 54)		55	\$ 10,858,586
Fee (Contract Year1)		56	\$ 115,000
Fee as a Percentage of Total Base Cost (not to exceed 5%) <i>(Line 56 divided by Line 55)</i>		57	1.1%
Sub-contracted Services (provide details)			
Janitorial Services		58	\$ 3,923,056
Contract Services		59	\$ 908,701
Security and Traffic Control		60	\$ 5,220,699
Credit Card Merchant Fees		61	\$ 2,489,637
Other		62	\$ -
Total Sub-contracted Services (Line 58 through Line 62)		63	\$ 12,542,094
Estimated Annual Costs			
Total Base Cost for Fee Proposal (Line 55)		64	\$ 10,858,586
Total Sub-contracted Services (Line 63)		65	\$ 12,542,094
Total Estimated Annual Costs (Line 64 + Line 65)		66	\$ 23,400,681
Contract Price			
Fee (Line 56)		67	\$ 115,000
Total Estimated Annual Costs (Line 66)		68	\$ 23,400,681
Guaranteed Maximum Price (Year 1) (Line 67 + Line 68)		69	\$ 23,515,681

ATTACHMENT 1

Budget Line Item	Estimated Annual Costs Year 1
PROPOSED MANAGEMENT FEE FOR THE FIVE-YEAR TERM	LINE
YEAR 1 <i>(Same as Line 56)</i>	\$ 115,000.00
YEAR 2	\$ 115,000.00
YEAR 3	\$ 115,000.00
YEAR 4	\$ 115,000.00
YEAR 5	\$ 115,000.00
TOTAL PROPOSED MANAGEMENT FEE	\$ 575,000.00

EXHIBIT F

CURRENT WORKFORCE DATA

Current Workforce Data			
Position	Position Count ⁽²⁾	Hours	
		Weekly	Annual
Direct Labor			
Cashier ⁽³⁾	53	1,672	86,944
Inventory Checker	5	168	8,736
Senior Lead	2	80	4,160
Lead	20	792	41,184
Valet Attendant	9	336	17,472
	89	3,048	158,496
In-Direct Labor			
Position	Position Count	Weekly	Annual
General Manager	1	40	2,080
Assistant General Manager	1	40	2,080
Ops Mgr	1	40	2,080
HR Manager	1	40	2,080
Security Manager	1	40	2,080
Accounting Mgr	1	40	2,080
Assistant Fiscal Officer	1	40	2,080
Accounting Supervisor	1	40	2,080
HR Assistant	1	40	2,080
LPI Lead/ Parking Audit Lead	1	40	2,080
Lien Lead	0.40	16	832
Office Clerk / Reliever Clerk	7.60	304	15,808
Maintenance Engineers ⁽⁶⁾			
Chief Stationary Eng	1	40	2,080
Stationary Engineer	1	40	2,080
Stationary Engineer	1	40	2,080
Stationary Engineer	1	40	2,080
	22	880	45,760
Janitorial Sub-Contract			
Position	Position Count	Weekly	Annual
Probationary Custodians	0	-	-
Custodian (less than 8 yrs)	11	400	20,800
Custodian	22	880	45,760
Day Shift Lead Custodian	1.80	72	3,744
Graveyard Lead Custodian	1.40	56	2,912
Swing Shift Senior Supervisor (Foreman)	1	40	2,080
Utility Waxed/Machine Operator (less than 8 yrs)	3	120	6,240
Utility Waxed/ Machine Operator	3	120	6,240
	43	1,688	87,776
Security Sub-Contract			
Position	Position Count	Weekly	Annual
Guard (Day & Swing)	30	1,200	62,400
Guard (Graveyard)	12	480	24,960
Sgt./Dispatchers (Day & Swing)	7	280	14,560
Sgts. (Graveyard)	4	160	8,320
Lieutenant (Day)	1	40	2,080
Lieutenant (Graveyard)	1	40	2,080
Captain	1	40	2,080
	56	2,240	116,480
SF Parking, LLC Sub-Contract			
Position	Position Count	Weekly	Annual
Permit Sales Supervisor	1	40	2,080
Permit Sales Clerk	1	40	2,080
Concierge Staff	3	120	6,240
	5	200	10,400
⁽²⁾ Includes PT, FT and on-call positions			
⁽³⁾ Includes on call cashiers and ambassadors			