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DRAFT

MILWAUKEE COUNTY

Sample Contract Specifications

**FOR THE
MANAGEMENT AND OPERATION OF
PARKING FACILITIES AND GROUND TRANSPORTATION
AT
GENERAL MITCHELL INTERNATIONAL AIRPORT
MILWAUKEE, WISCONSIN**

As of September 1, 2016

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General Information

1 Overview of Work

Contractor shall provide and ensure high quality parking management and ground transportation services are made available and received by the users of Milwaukee County's General Mitchell International Airport ("GMIA" or "County" shall mean the same) roadway and parking facilities ("Designated Parking Areas") on behalf of GMIA. Contractor shall have the responsibility for management of the parking services including without limitation: cost effective parking management; establishing efficiencies and upgrading best practices; financial transactions including accurate cash handling; revenue control; and financial reporting through the Parking Access and Revenue Control System ("PARCS"); providing a high level of customer service; ensuring safe and secure service areas to minimize accidents and injuries; providing a competent, productive, positive and well trained workforce; and maintaining timely and accurate records.

Contractor shall furnish all labor, supervision, uniforms, materials, and supplies necessary to operate GMIA's parking facilities in a first-class manner and to ensure prompt, safe, courteous, effective, convenient, and efficient service is provided to all users thereof. Contractor shall operate GMIA's parking facilities within an approved budget and shall be responsible for the payment of expenses related to the operation of the parking facilities. Contractor shall receive compensation and reimbursement as agreed upon by Contractor and GMIA. Basic services for parking management services shall include all personnel, equipment, materials and supplies necessary for the management and operation of the airport parking facilities as set forth herein, on a twenty-four (24) hours per day, seven (7) days per week, each day of the year basis.

Contractor shall provide the overall management and traffic control of ground transportation at GMIA to include but not limited to various modes of transportation including the traffic control of private non-commercial private automobiles, taxis, limousine service, courtesy buses, regional buses, external parking provider buses and Transportation Network Companies ("TNC") and other companies in the future. Contractor will work with the current GMIA owned automatic vehicle identification and dispatch system (Exhibits M and N).

Contractor will manage and operate the Airport's twelve (12) Shuttle Buses to serve the Employee Lots and various Remote Parking Lots, Amtrak Lot up to twenty-four (24) hours per day, seven (7) days a week. Shuttle Buses will be mechanically maintained and be updated by the County, but interior/exterior cleaning and vehicle washing will be performed by Contractor.

Contractor shall provide Janitorial and Facility Maintenance Staff to maintain all parking areas including elevator waiting areas, north moving walkway corridor, sailboat room, future meditation room, rock garden corridor, the interior and exterior of cashier booths, parking administrative offices and restrooms.

Contractor shall provide innovative and proactive parking marketing and operations which are critical in order to maintain the highest level of customer service and retain GMIA's existing customers and to attract new customers from parking competition outside of the airport while protecting and preserving the Airport's largest non- aeronautical revenue source. Contractor will develop a strategy to work with GMIA to decrease transient revenue seepage especially to external/ third party parking providers.

Contractor will manage current programs already underway at GMIA: MKE SmartPark and SmartPark Rail (Amtrak lot) in order to remain focused on regular customers and marketing to customers currently using third party/external parking providers. These programs include a parking reservation program that is being hosted by a contract with SMC Software for a parking reservation system ("RezPort") in hourly and daily parking. Rezport may be expanded to include discounted parking to a Corporate Parking and a Parking Loyalty Programs.

Contractor will provide innovative and proactive parking marketing and operations which is critical in order to maintain the highest level of customer service and retain GMIA's existing customers and to attract new customers from external parking competition outside of the airport while protecting and preserving the Airport's largest non- aeronautical revenue source. Some innovations may include technologies for GPS, web and mobile based applications that enable tracking for customers and internal operations. PARCS technology upgrades that will allow for automated in/out at entrances and exits to save time for the customer and save money by reducing labor cost for GMIA.

Contractor will provide a detailed security plan to ensure the sufficient security for parking customers and their vehicles and customer service personnel acceptable to the Parking Contract Manager and GMIA Manager of Security. This security plan will include the use of the existing parking operations vehicles patrol program as well as foot patrol by parking personnel, panic alarm testing, CCTV camera surveillance and the use of camera which may be added to the program by GMIA.

Contractor may provide proactive customer service enhancements to the operations such as: car washing, automotive care, laundry service, pay-on-foot/pre pay machines or other ancillary services for customers.

Contractor will provide Public Paging and Information Desk services. The Public Paging and Information Desk shall be staffed for approximately seven (7) hours of coverage Monday through Saturday from 5:00 a.m. to 9:00 a.m. and from 9:00 p.m. to 12:00 a.m. Coverage on Sunday shall be eleven (11) hours, from 5:00 a.m. until 1:00 p.m. and 9:00 p.m. to 12:00 a.m. Holiday coverage shall be nineteen (19) hours from 5:00 a.m. until 12:00 a.m. At other times, the Public Paging and Information Desk shall be staffed on an on-call, as-needed basis. The Public Paging and Information Desk is located in the center of the Airport Terminal on the Concession Level.

Volunteers do not staff on the following holidays (New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day before Christmas, Christmas Day, Day before New Year's) These are the actual holidays. Also special duties for on- call basis.

2. Designated Parking Areas

In 2015, parking revenue at General Mitchell International Airport was over \$27 Million. The Airport has an inventory of approximately 12,080 public parking spaces currently available for use. The names and titles of garages and lots are subject to change at GMIA's discretion.

Contractor who enters into a Contract with the County shall manage and operate all of the following Public and Employee Parking Facilities depicted in Appendix A for a term of three years (with up to five additional one-year-term options for extension at the Airport's sole discretion) on behalf of the County. This includes the Parking Garage (including taxicab, limousine, and employee parking), Remote Lots A and B Surface Lot ("Super Saver") and an Amtrak Station Lot. All public parking facilities are fully integrated with voice/data connections for operations management, security, and revenue control.

1. Public Parking Facilities - (Exhibit O - Map of the Designated Parking Areas)

a. Parking Garage

The six story Elevated Parking Structure is separated by three sections with four sets of moving walkways (north walkway corridor) located in front of the Airport terminal and has approximately eight thousand three hundred thirty (8,330) spaces used for daily and hourly parking. The daily section of the garage has four (4) entry lanes and hourly section has three (3) entry lanes. Both daily and hourly sections exit through the main toll plaza which has 13 exit lanes, the six (6) automated credit card only lanes and 6 cashier terminal (CT) lanes. One (1) lane has a cashier booth with no equipment.

b. Surface Lot

Located just south of the Parking Garage and across the Airport entry road is the Surface Lot, with approximately five hundred and twenty-eight (528) spaces (including fourteen [14] disabled spaces). This lot is unique in that it also has a cell phone waiting area within its boundaries. There are approximately thirty (30) spaces within the lot set aside to accommodate individuals waiting to pick up Airport passengers. Individuals can wait up to thirty (30) minutes in the lot without being charged. This lot has one (1) cashier booth, with one (1) exit lane and one (1) Cashier Terminal (CT), and two (2) entry lanes with one (1) Ticket Issuing Machine ("TIM") each.

c. SuperSaver Lot A

SuperSaver Lot A has approximately one thousand seven hundred twenty-six (1,726) spaces including twenty-two (22) disabled spaces. A twenty-four (24) hour shuttle service is available to the terminal from this lot and it is located about one-third (1/3) mile west of the Parking Garage. This lot has one (1) cashier booth with one (1) exit lane and one (1) credit card verifier (1) exit lane with and two (2) entry lanes with one (1) TIM each.

d. SuperSaver Remote Lot B

SuperSaver Lot B has approximately one thousand two hundred and four (1204) spaces including seventeen (17) disabled spaces. A twenty-four (24) hour shuttle service; is currently available approximately two (2) months per year; this lot is located about one-half (1/2) mile west of the Parking Garage. This lot has one (2) exit lane with cashier booth / pay in lane and the other a pay in lane and two (2) entry lanes with one (1) TIM each. At times, SuperSaver Lot B is used to accommodate overflow employee parking.

e. Amtrak Station Lot

The Amtrak Station Lot is located slightly northwest of SuperSaver Lot B with approximately two hundred ninety-two (292) spaces including eight (8) disabled spaces. This lot has two (2) entry lanes and three (3) exit lanes, one (1) automated exit lane with two (2) automated pay machines.

2. Employee Parking Facilities

(Exhibit P - Map of the Employee Parking Lots)

a. Main Employee Lot B

The Main Employee Lot is a surface parking lot with approximately one thousand and one (1,001) parking spaces including twenty-one (21) disabled parking spaces. A twenty-four (24) hour shuttle service is available; this lot is located just northwest of the Garage. Access to this lot is controlled by County-issued hangtags. The Main Employee Parking Lot B - The largest employee parking area, often referred to as the employee Parking Lot, is located on the west side of the airport along Hutsteiner Road and Howell Avenue.

b. Employee Lot A

Employee Lot A also known as the “Admin Lot” is a surface parking lot with approximately two hundred seventy-nine (279) parking spaces. Access to this lot is controlled by County-issued hangtags or a future access control technology. The Administration Lot A – The Admin Lot is west of the Airport Administration Building. Each parking spot is numbered and assigned to one person. Station Manager’s Parking Area – This small area has five (5) parking spots for station managers. It is located on the Loading Dock next to the trash compactor area.

Table 1

Designated Parking Areas of Public, Employee, and Other Parking Facilities

<u>Public Parking</u>	<u>Spaces</u>	<u>Levels</u>	<u>Entry / Exit Lanes</u>		<u>Description</u>
Parking Garage	7,867	6	4	13	Daily Parking
Parking Garage	463	3	3	13	Short-term Parking
Surface Lot	528		2	1	Surface Lot
Cell Phone Area (30 included in Surface Lot total)	30		2	1	Surface Lot
Remote Lot A	1,726		2	2	Surface Lot
Remote Lot B	1204		2	1	Surface Lot
Amtrak Station Lot	292		2	2	Surface Lot with Automatic Teller
Main Employee Lot	1,001		1	1	Parking Controlled by Hang tag
Employee Lot B	70		1	1	Parking Controlled by Hang tag
Taxi Cab Staging	100		1	1	Taxi only
TNC Staging	20		1	1	TNC only

GMIA reserves the right, from time to time and in its sole discretion, to increase or decrease the total number of parking spaces included within the Designated Parking Areas. The rights and privileges granted will be non-exclusive and nothing contained herein shall preclude GMIA from entering into any other contract with any other party or parties during the term of the Contract for the operation and management of any parking facilities or areas on the Airport or adjacent to the Airport. Contractor will ensure that all equipment and Parking Facilities are kept in good operating condition and clean conditions at all times.

3 Scope of Services / Specifications

3.1 Organizational Relationship

GMIA hereby desires a Parking Management Company to operate and manage, during a contract term, certain parking areas and related entry and exit facilities at the Airport, which GMIA may designate from time to time (“Designated Parking Areas”) and other Ancillary Services discussed herein. The Designated Parking Areas are to be operated and managed by Contractor, twenty-four (24) hours per day, seven (7) days per week.

3.2 Staffing

Contractor shall provide a job description for each job category prior to beginning operations. Each job description and any qualifications shall be approved by GMIA prior to commencement of any hiring. Contractor shall prepare on a monthly basis staffing/manning schedules to be approved by GMIA, and employ all persons necessary to operate the Designated Parking Areas and to meet all reasonable demands of the public. Contractor shall furnish sufficiently trained personnel, including qualified, competent, and experienced management, supervisors, cashiers, auditor, inventory, security, customer service agents, and clerical personnel to meet its responsibilities under this contract. Contractor warrants that all personnel operating the PARCS equipment will be fully trained in the proper operation and use thereof prior to the assumption of duties and all such training shall conform to GMIA’s standards and requirements. GMIA may require Contractor to increase/decrease its staff at the toll plazas or elsewhere at any time upon thirty (30) minutes’ notice, and it may require Contractor to revise and update its staffing plan from time to time. Contractor shall keep on file and furnish to GMIA an organizational chart showing assigned positions for each employee by name, including employment date and wage rate. Employees of Contractor shall park at no cost on premises or at an employee lot designated by GMIA. Location of employee parking will be determined by GMIA.

3.3 Conduct and Appearance

Contractor shall within 24 hours of receipt of written notice from GMIA, remove any employee or other representative of Contractor from premises who participated in improper or illegal acts on airport property, who violates airport rules and regulations, or whose continued presence on airport property is, in the sole opinion of GMIA, deemed not to be in the best interests of GMIA. Contractor shall immediately notify GMIA of any improper conduct of its employees or contractors. Contractor shall not allow its employees, agents, or contractors to conduct business in a loud, noisy, boisterous, offensive or objectionable manner. All representatives of Contractor and contracts shall behave in a professional manner. Contractor agrees that its employees will present a neat, clean, and orderly appearance at all times.

3.4 Instruction and Training

Contractor shall provide GMIA within 30 days of contract execution an employee training program and shall upon request furnish documentation detailing the time and the date that each employee of Contractor attended training sessions contained in the training program. Contractor agrees that employees will possess the capability to acquire a working knowledge of all of the requirements for each position and any applicable state licenses required to perform such duties. Personnel must have the ability to operate two-way radios, monitor access control equipment, monitor video security cameras, operate vehicles, complete reports of incidents, report criminal incidents to Milwaukee County Sheriff Office (“MCSO”) and follow instructions, post orders and directives. PARCS and customer service training shall be required of all personnel as well as periodic or additional in-service training to ensure ability to perform satisfactorily. Any and all required training shall be coordinated with GMIA.

3.5 Licenses and Permits

Contractor and Contractor's employees must possess any license, permit, or commission now required or which may become a requirement for the operation of the parking management service. According to all federal, state, county, regulations.

3.6 Customer Service

Contractor shall have complaint resolution policies and procedures in place in the parking management policy and procedure manual. Records shall be maintained on customer complaints and actions taken by Contractor to resolve complaint issues. Such records shall be made available to GMIA upon request. GMIA may conduct periodic audits of customer satisfaction including without limitation anonymous shopper evaluation surveys. Under no circumstances shall any Contractor employee request, demand or accept any gratuity.

3.7 Staffing Requirements

Contractor shall maintain sufficient staff including a resident parking manager, assistant manager, supervisors, cashiers, auditors, inventory, security, customer service agents, clerical, and other personnel necessary to fulfill the obligations of operating the parking facility. The parking manager shall be in complete charge of the operation and shall be a qualified, experienced manager with documented experience in a public parking facility of similar size in a managerial capacity for a minimum of 2 years. The parking manager shall be assigned to the airport parking office and available during regular business hours; and at all times during the absence of the manager, the assistant manager or the designated supervisor shall be in charge and available. The parking manager shall reside within thirty (30) minutes driving time from the Airport and shall be reasonably available at all times. The Parking Manager will directly report to and work very closely with the County Parking Program Manager. County Parking Program Manager reports to the Deputy Airport Director of Business and Commercial Development.

The assistant manager and supervisors shall be qualified and experienced. All shall be capable of acting as the parking manager during his/her absence. The assistant manager and supervisors shall be trained by the manager, each being proficient in handling the duties assigned. The assistant manager will be on duty mainly during the evening and weekends. Contractor shall not hire a person convicted of a theft-related felony or misdemeanor. This requirement is extended to subcontractors. Contractor shall perform a ten (10) year criminal history check on each potential employee which shall include a fingerprint background check. The Deputy Airport Director of Business and Commercial Development of GMIA will review the qualifications of the candidate parking manager, including an in-person interview, and notify Contractor if the candidate parking manager is acceptable. If the candidate is unacceptable, Contractor shall propose another candidate until the Deputy Airport Director of Business and Commercial Development concurs with the selection.

3.8 Procedures Manual

Contractor shall operate the Designated Parking Areas and all equipment associated therewith in accordance with the written procedures manual prepared by Contractor and approved by GMIA, and all such procedures shall be subject to change at any time and from time to time in the sole discretion of GMIA. The initial policy and procedures manual shall be presented to GMIA within 30 days of contract execution. Said procedures manual shall be revised to reflect operational changes and copies of the revision(s) shall be distributed to GMIA. This document will contain procedures not only for the parking management function but also for ancillary services. Contractor shall perform a semi-annual review of the operations procedure manual and certify by a corporate executive official responsible for operational business practices of Contractor that said document is current and addresses the operational activities of the Designated Parking Areas. Contractor shall distribute to its employees a Policy and Procedures Manual for operation of the Designated Parking Areas. Recommendations by Contractor for

improving service and procedures will be considered by, but not binding upon, GMIA. The policy and procedures manual shall include, at minimum, the following:

1. Abandoned Vehicle and Towing Procedures
2. Accounting and Auditing Procedures
3. Budget Preparation and Approval Process
4. Cash Control Procedures
5. Complaint Handling Procedures
6. Computer Resources Use Policy
7. Customer Assistance Programs
8. Customer Service Policies
9. Duplicate Credit Card Procedures
10. Duties of Personnel Positions
11. Emergency, Safety and Security Procedures
12. Employee Master Schedule and Shift Staffing by Position
13. Employee Training Guide by Job Title
14. Equipment Maintenance Procedures
15. Facility Inspection/Corrective Action
16. General Operating and Management policies
17. Inclement Weather Procedures
18. Insufficient Funds and Collection Procedures
19. Job Descriptions for each position
20. Lost Ticket Procedures
21. PARCS User Guide
22. Parking Managers and Key Personnel Contact Information
23. Quarterly Review Procedures and Evaluation Criteria
24. Contractor's Personnel Policy and Procedures
25. Return Check Procedures
26. Ticket Exceptions Procedures
27. Ticket Inventory Procedures
28. Vehicle Inventory Procedures
29. Shuttle Bus Operations
30. Taxi and TNC Operations
31. Janitorial and Facilities Program
32. Competition/ Marketing Program for Outside Airport Parking
33. Safety and Security Procedures

Contractor will ensure that employees assigned to work under this Contract possess the necessary interpersonal skills required to courteously and tactfully interact with the general public, GMIA customers and personnel. Contractor shall operate parking facilities and all equipment associated therewith in accordance with the parking management policy and procedure manual.

Contractor shall operate parking facilities so as not to endanger, unreasonably interfere with, or delay the activities of GMIA, airport operations, the general public, or any other authorized users of GMIA.

3.9 Qualification of Employees

Contractor will ensure that employees assigned to work under this Contract possess the necessary interpersonal skills required to courteously and tactfully interface with GMIA customers. Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity as determined by GMIA and shall be responsible for taking disciplinary action as may be necessary. Contractor shall comply with any GMIA request for removal of any employee working under the Contract for violations of GMIA's regulations and written orders, as provided in Section xx. GMIA reserves the right to exclude from work such employees as GMIA deems incompetent, careless, insubordinate, unsuitable, objectionable, or otherwise contrary to the best interest of GMIA. All employees assigned to

work under the Contract must demonstrate the ability to read, write, and comprehend written instructions. Employees must also demonstrate the capability to acquire a good working knowledge of all parking operations. All employees must have a high school education, and have passed a pre-employment physical examination, which includes a drug screening. Additionally, all employees assuming post duties at GMIA must have either worked at the Airport or received GMIA training within thirty (30) days prior to assuming said post duties. Employees assigned to work under this Contract must be physically able to perform his/her assigned work. Employees shall possess binocular vision correctable to 20/30 (Snellen), be free of color blindness, and be capable of hearing ordinary conversation at fifteen (15) feet without benefit of a hearing aid. All employees shall have good written and oral communication skills including, but not limited to, the ability to read and speak English fluently.

3.10 Revenue Control

Contractor shall charge users of the Designated Parking Areas only those rates established by Milwaukee County Ordinance or GMIA and shall permit only such use of parking spaces as GMIA may direct or approve from time to time. Contractor shall collect parking fees from customers in accordance with the rate structure and hold in trust for and on behalf of GMIA all monies collected from such customers, and shall promptly deposit all such monies in the bank account designated by GMIA for such purpose on a schedule set by GMIA. All funds including cashier overages derived from the operation of the Designated Parking Areas shall belong to GMIA and shall be promptly deposited.

Contractor shall at all times observe prudent cash handling procedures, and shall immediately implement any new procedures or revise existing procedures in such manner as GMIA may, at its sole discretion, require from time to time. Should any of such funds be lost, stolen or unaccounted for any reason, including, but not limited to, all cashier shortages or amounts due GMIA due to inadequate revenue control procedures, while the funds are in custody and control of Contractor, funds shall be replaced by Contractor in the bank account designated by GMIA for the deposit of such funds within twenty-four (24) hours following such loss, theft, or failure to account for funds. For purposes of this paragraph custody and control of funds shall include any monetary payments made to or held by Contractor personnel. Contractor shall notify GMIA's Property Manager and the Milwaukee County Sheriff's Department GMIA Substation of any such loss, theft or missing funds by telephone and via email, followed by a written report prepared within twenty-four (24) hours or initial notification. Recommendation by Contractor for improving services and/or procedures to achieve the 100% accountability of parking revenue may be considered by, but shall not be binding upon, GMIA

3.10.1 Parking Access Revenue Control Systems

During the term of the Contract, GMIA will provide for use by Contractor a computerized revenue control system. Presently, the Federal ADP Inc platform and equipment is in use. Contractor acknowledges that it understands and is capable of operating GMIA's revenue control system. Contractor will be responsible for all repairs (tickets, gate arms, etc.) and consumables/tickets that are required to operate the PARCS. The Parking Access and Revenue Control System will be updated as needed by the direction of the County Parking Manager. Contractor shall be reimbursed for repairs and consumables, as described in the Contract.

It has been determined by GMIA IT Management that GMIA's hardware and software for the PARCS and associate servers and hardware are in need of an update to a next generation system. Contractor agrees to fully cooperate with GMIA, when in the term of the Contract, GMIA changes or replaces the revenue control system, or expands its capabilities, and that Contractor will train its employees in the proper use of GMIA's existing revenue control system or any other revenue control system which GMIA may provide.

3.10.2 Purchasing of Equipment and Supplies

GMIA Accounting Section will make all purchases over \$500 to support parking operations, including all PARCS equipment or any equipment that supports operations including shuttle buses, support vehicles, commodities, and supplies and, in general, any purchase at the sole discretion of GMIA.

3.10.3 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 Airport from users of the Parking Facilities. Revenues shall be accounted for and delivered to the Airport on a daily basis into a designated Airport account. Revenue shall include cash, checks, and credit cards receipts. All monies collected by Contractor shall be deemed the property of GMIA at the time of collection by Contractor.

Cash shortages are the responsibility of Contractor and Contractor may not withhold the amounts of cash shortages from the Airport. A penalty equaling One Percent (1%) of the gross receipts or taxes for any day, not deposited in accordance with Attachment 4, section 5.02(b)(4), for failure to deposit said sales taxes and revenue into the proper bank account may be assessed by the County. An equal penalty may be levied by GMIA for each additional day thereafter in which the gross receipts or taxes are not deposited into the appropriate account. All penalties shall be paid directly to the County. GMIA, at its sole discretion, may deduct such penalties from any amount owed to Contractor.

GMIA reserves the right to audit all of Contractor's records related to the Contract and Contractor agrees to maintain and make available to GMIA, during regular business hours, accurate books and accounting records relating to its work under the Contract. Contractor will permit GMIA to audit, examine and make copies and transcripts from its 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 the Contract, whether funded in whole or in part under the Contract. Contractor will maintain all relevant data and records in an accessible location and condition for a period of not less than three years after final payment under the Contract or until after the final audit has been resolved, whichever is later. The State of Wisconsin or any Federal agency having an interest in the subject matter of the Contract or in the Airport will have the same rights as the County.

Reports to be provided by Contractors will be specified by GMIA and submitted as directed.

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

- a. 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 GMIA is receiving favorable rates, Contractor will perform a competitive evaluation process on an annual basis. Credit/Debit Card processing clearinghouses utilized must be certified to interface with 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 credit card processing providers, with a thirty (30) day cancellation notice to Contractor for providing such services.
- b. Reconciling revenues received with cashier receipts, cashier terminals and computer server for each shift.
- c. Reconciling collections to shift and daily receipts.
- d. Quantification of Unaccounted-For Tickets, defined as:

Total Tickets Issued less Lost/Stolen/Maintenance Tickets less

Total Tickets Cashiered less

Tickets for Remaining Parked Cars equals Unaccounted-For Tickets

Unaccounted-For Tickets cannot exceed 0.5% of total tickets issued without incurring penalty.

- e. Accurate, monthly tracking of "Exception" ticket transactions.
- f. Detail daily and monthly reporting.
- g. Implementing specific steps to minimize fraud due to lost/stolen tickets (ticket swapping) and unauthorized exits from controlled parking areas.

Contractors shall implement cost controls by, among other actions:

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

3.11 Audits, Recordkeeping and Reporting

GMIA may audit and make copies of Contractor's books, records and electronic data at any time and without prior notice. Such information may include, but is not limited to, financial information, service records, repair logs, training records, or any and all data related to pass-through costs, subcontractors, labor, insurance, parts and inventory, and any other data. If GMIA requests that Contractor provide any such information, Contractor shall do so within seven (7) calendar days. In the event that GMIA deems it necessary to use the services of legal counsel or external auditor in connection with such examination, inspection, or audit, and such an examination, inspection, or audit results in reimbursement to GMIA, Contractor shall reimburse GMIA for reasonable auditor's fees, attorney fees and litigation expenses in addition to any deficiencies due.

3.11.1 Financial Records, Standards, Audits, and Report Requirements

3.11.1.1 Required Record Keeping Practices

Contractor shall maintain in a true and accurate manner and in accordance with Generally Accepted Accounting Principles ("GAAP"), such accounts, books, records and data as necessary for an independent certified public accountant to perform an audit or examination of Contractor's financial statements including balance sheet and income statements in accordance with GAAP and with generally accepted auditing standards. This includes, but is not limited to: general ledgers, subsidiary ledgers and account records, revenue journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes, point of sale records, bank deposit slips, bank statements, tax reports filed with federal, state, county, city, or other agencies, discount or rebate contracts, and records of refunds, subtenants or third parties relating to this Contract.

3.11.1.2 Required Records

Such books and records shall contain records of all of Contractor's pertinent activity under this Contract in a form consistent with GAAP accounting practices and shall include, without limitation, electronic media compatible with the computers available to GMIA, or computer generated hard copies. Contractor shall make the provisions of this contract applicable to all subcontractors. Contractor shall include the provisions if this contract as specified by GMIA in all subcontractor contracts issued in conjunction with the Contract.

3.11.1.3 Records Retention

Contractor shall retain and keep available all books and records relating to this Contract in accordance with state of Wisconsin record retention schedules or five (5) years, whichever is longer.

3.11.1.4 Payment Card Industry Data Security Standard

GMIA uses systems and networks that store, process, and/or transmit cardholder data as defined by the Payment Card Industry ("PCI") Security Standards Council ("Cardholder Data"). As such, these systems, networks, and procedures are required to comply with the PCI Data Security Standard ("PCI DSS"). Contractor shall comply with the PCI DSS requirements for such systems, and acknowledges that Contractor is responsible for the security of cardholder data handled by Contractor. GMIA and Contractor shall meet to identify the specific systems and networks that store, process and/or transmit Card Holder Data to determine the desired actions and identify responsibilities as applicable to the PCI DSS requirement areas. Contractor shall notify GMIA in writing of any upcoming changes in regulations/laws, etc. concerning PCI. In addition, Contractor shall maintain compliance with PCI Standards related to processing and storing credit card transactions.

3.11.2 Audit and Inspection of Records

3.11.2.1 Availability of Records for Inspection

Contractor's books and records relating to its operations under this Contract shall be available for inspection and audit by GMIA or its duly authorized representative upon seven (7) days advance notice and shall include without limitation, the books and records required to be maintained under this Contract. Contractor agrees to keep such records on the Premises or at another location within the Milwaukee County area. If Contractor maintains additional books, accounts, and records in another location outside the Milwaukee County area, Contractor shall make these documents available at Contractor's local office or at an agreed-upon site in the Milwaukee County area upon seven (7) days' notice from GMIA.

3.11.2.2 Examination of Records not Available in the Milwaukee County Area

These reimbursements shall conform to GMIA's Travel Policy and guidelines. GMIA shall invoice Contractor for these expenses at the completion of the audit. Failure by Contractor to pay the invoice with its own funds within thirty (30) days of the date of the invoice may result, at GMIA's sole discretion, in deduction of such expenses from payments to be made by GMIA to Contractor or in a finding that Contractor is in default.

3.11.2.3 Access to Contractor Personnel and Facilities

GMIA or its authorized representatives shall have full access to Contractor's personnel for inquiry/interview, walk-through, and observation as deemed necessary to audit or inspect the Contractor's practices, books and records.

3.11.2.4 Computer Generated Records

If Contractor's books and records have been generated from computerized data, Contractor agrees to provide GMIA or its representative with extracts of the data files in a computer readable format on data disks, e-mail with attached files or suitable alternative computer data exchange formats. Contractor shall not charge GMIA for retrieving, downloading to an electronic recording media, and/or printing any records or transactions stored in magnetic, optical, or other data storage media.

3.11.2.5 Cost and Pricing Data

GMIA or its authorized representatives shall have the right to examine the accuracy and completeness of cost and pricing data including computations and projections.

3.11.2.6 Audited Financial Statements

Contractor shall provide a copy of its audited annual financial statements for the total corporate entity to GMIA within thirty (30) days of the completion of the audit. The annual audit shall be performed by a certified public accountant licensed in the state of Contractor's headquarters, and shall be subject to GMIA's approval.

3.11.2.7 Penalty for Failure to Provide Requested Records

Contractor shall provide all records and retrievals when requested. If such records are not received within fourteen (14) calendar days, Contractor shall be subject to liquidated damages in accordance with included schedule.

3.11.2.8 Right to Inspect Subcontractor Records and Accountants Work papers

GMIA's right to inspect and audit includes the books and records of all subcontractors under this Contract as well as to the work papers of Contractor's accountant as they relate to this contract.

3.11.2.9 Accommodations for GMIA's Representatives

Contractor agrees to reasonably accommodate GMIA's representatives by providing adequate workspace, allowing photocopying of any records and documents, and allowing the interviewing of such employees and subcontractors as the representatives deem necessary to conduct and support their audit.

3.11.2.10 Reimbursement of Non-Allowable or Unsupported Costs

If, as a result of the audit, it is established that Contractor has been reimbursed for expenses that are either not allowable or not supported by Contractor's records including but not limited to invoices, payroll registers, time sheets, electronic funds transfers, or cancelled checks, Contractor shall reimburse GMIA from its own funds. Such payment shall be made within thirty (30) days from the date of the written notice from GMIA and shall include interest in accordance with GMIA's rates established for late payments. If Contractor fails to reimburse GMIA within thirty (30) days from the date of written notice, GMIA, in its sole discretion, may withhold the

amount due from payments owed by GMIA to Contractor, or GMIA may determine that Contractor is in default of this Contract.

3.11.2.11 Incomplete Audits

Furthermore, if the audit reveals that the records of Contractor are in such a state that the revenue or the operating expenses cannot be audited, the entire expense of GMIA's efforts to conduct the audit shall be borne by Contractor. GMIA shall invoice Contractor for these expenses. Payment shall be made within thirty (30) days from the date of the invoice, If Contractor fails to pay the invoice from its own funds, GMIA may, in its sole discretion, deduct the amount due from payments owed by GMIA to Contractor or determine that Contractor is in default under this Contract.

3.11.2.12 Operational / Performance Audits

At any time GMIA may cause to have performed, by an internal or external auditor and at the discretion of GMIA, operational and or performance audits of Contractor's operations at the Airport. Contractor shall comply with all requests for information and shall cooperate in providing auditor access to its operations. Such audit shall be in a format and in detail satisfactory to GMIA. Except as otherwise provided herein, the cost of such audit shall be borne by GMIA.

3.11.2.13 Procedural Audits

Contractor shall have audits of its accounting, revenue control, and operational procedures performed by an internal auditor from Contractor's corporate office. These procedural audits shall be performed every six months at a minimum. In addition, on-site management shall perform four (4) quarterly audits of at least four (4) operational days of parking activity. Upon completion of audits described herein, Contractor shall provide to GMIA a written statement detailing the following, certified by Contractor's internal auditor:

1. When said audit was performed;
2. Time period covered by the audit;
3. Accuracy of the revenues, expenses, transactions, vehicle inventories reported;
4. Ticket inventories and usage; including, but not limited to, unaccounted tickets and transactions
5. H I D proximity card parking access and activity;
6. Accuracy of reports submitted to GMIA on a daily and monthly basis;
7. Staffing levels;
8. Adherence by Contractor to established policies.

The results of the audit shall be presented to and discussed with GMIA; also, any recommendations for improvement shall be discussed at this time. Audits shall be performed at Contractor's expense.

3.11.3 General Ledger; Exclusions from Financial Records; PARCS Data

3.11.3.1 General Ledger Deficiencies

Contractor shall record correct, accurate, and complete transactions for the parking operations and maintain the general ledger, all subsidiary ledgers, and source documents for all transactions.

3.11.3.2 General Ledger Reconciliation

Contractor shall reconcile all general ledger accounts on a regular basis, but in no case less frequently than each calendar month. Such monthly reconciliations shall be completed no later than the 20th day of each month.

3.11.3.3 Other Parking relating costs paid by GMIA

The financial records do not include nor should Contractor report other parking-related costs paid directly by GMIA, such as:

1. Maintenance of PARCS
2. Premises' utilities, trash removal, and janitorial
3. Repairs of the parking facilities or equipment
4. Depreciation of GMIA owned Operating Equipment and Premises
5. Wages for GMIA employees who manage the parking contract

3.11.3.4 PARCS

If the PARCS in a particular parking lot prevents or inhibits the accurate accumulation of the requested data for the Operating Reports listed herein, Contractor shall inform GMIA of the PARCS deficiency within thirty (30) minutes of discovery. Contractor shall also institute manual revenue control procedures acceptable to GMIA to accurately document public parking activity until the PARCS is restored or improved to meet the requirements of this Contract.

3.11.4 Funds Due and Operating/Change Funds

3.11.4.1 Funds due to Contractor

Payment by GMIA for Reimbursable Expenses shall be made within approximately thirty (30) days of its receipt of Contractor's Monthly Certified Statement and invoice provided that the Statement is complete and includes all required certifications and supporting documents.

3.11.4.2 Funds due to GMIA

All amounts due GMIA shall be deposited to GMIA's designated bank account. Contractor shall collect and hold in trust for and on behalf of GMIA all monies collected from parking customers in accordance with the rate structure established by GMIA, which shall be subject to change by GMIA, at its sole discretion, upon five (5) days written notice to Contractor. Contractor shall count, record, and promptly deposit all such monies into the designated authorized GMIA bank account on a set schedule by GMIA. All funds including cashier overages derived from operation of the parking facility shall belong to GMIA and shall be promptly deposited, see Section XXXX Contractor shall provide a daily report to GMIA for all monies deposited.

3.11.4.3 Operating/Change Fund

Contractor shall provide and maintain operating/change fund in the amount approved by GMIA prior to commencement of operations and the amount can be adjusted at the sole discretion of GMIA.

3.11.5 Revenue Collection and Deposit of Gross Receipts

Contractor shall completely and accurately account for all Gross Receipts generated under this Contract. Contractor shall collect, count, record, and hold all Gross Receipts in trust for GMIA until deposited to GMIA's bank account. Contractor shall at all times observe prudent cash handling procedures, and it shall immediately implement any new procedures, or revise any existing procedures in such manner as GMIA may its sole discretion require from time to time.

3.11.5.1 Collection and Deposit of Gross Receipts

GMIA shall establish a commercial account at a banking institution of GMIA's choice. GMIA's account shall receive deposits, net monthly settlements and other amounts due to GMIA under this Contract.

3.11.5.1.1 Deposits

Gross Receipts received by Contractor under this Contract that are cash and personal checks shall be deposited to GMIA's bank account with _____ or such other bank that GMIA shall, in writing, direct on the first business day following collection, unless otherwise specified in writing by GMIA. Contractor shall submit a schedule of deposit days for all Gross Receipts collected to GMIA for approval. Contractor shall use an armored car service to pick up sealed deposits from the cash room and deliver deposits to GMIA's banking facility. The armored car service must be bonded. Failure to deposit Gross Receipts within the required period may be subject to Liquidated damages, and if it occurs on more than three (3) occasions during the Contract Term the failure may be an Event of Default as defined in the Contract.

3.11.5.1.2 Deposit Slips

On the second business day following each deposit of Gross Receipts, or as otherwise approved by GMIA, Contractor shall present one (1) part of the deposit slip(s), deposit slips to be provided by GMIA, to GMIA along with a summary report of the prior-day's total Gross Receipts (including credit card sales as well as cash and check) collected for each public parking area. Deposit documentation shall be maintained by Contractor.

3.11.5.1.3 Credit Card Sales

GMIA maintains separate contracts with credit card processing services for the handling of credit card payments by public parking customers at the Airport. These credit card receipts are deposited periodically by the credit card processors directly to an GMIA account designated for this purpose. The credit card processors shall make periodic withdrawals from this account to compensate for charge backs, discount fees, and transaction fees. Contractor shall be responsible for accurately recording all public parking patrons' credit card transactions; researching credit card payment disputes; reviewing credit card reports provided by the credit card processors; and reconciling PARCS credit card transaction report to the credit card

processors' deposits of credit card receipts. Contractor shall be given access to the credit card processors' reports and statements needed to accomplish these tasks. Contractor shall be responsible for ensuring there is constant communication between GMIA credit card processing equipment and the credit card processor's equipment and shall notify GMIA in the event of a communication loss within fifteen (15) minutes of event.

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3.11.5.1.4 Towing, Impoundment and Storage Fees

Contractor shall deposit the towing, impoundment, and storage fees collected with the following business day's deposit of Gross Receipts.

3.11.5.1.5 Lost, Stolen, Unaccounted-For Gross Receipts.

Should any Gross Receipts in the possession of Contractor be lost, stolen, or unaccounted-for, including but not limited to cashier shortages or amounts due GMIA due to inadequate revenue control procedures, while funds are in custody or control of Contractor, funds shall be replaced by Contractor using its own funds within twenty-four (24) hours of when such loss, theft, or failure to account is discovered or should have been discovered. Contractor shall notify GMIA's Properties Manager and the Airport Police by telephone immediately of any lost, stolen, or unaccounted-for Gross Receipts, followed by a written report prepared within twenty-four (24) hours after the telephonic notice. For the purposes of this paragraph, custody on control of funds shall include any monetary payments made to or held by Contractor personnel.

3.11.5.1.6 Checks

Contractor shall accommodate patrons wishing to pay parking fees by check. Acceptance of checks shall be limited to those occasions when the patron does not possess sufficient cash or appropriate debit and/or credit card(s) to pay the parking charge.

3.11.5.2 Inclusion in the Parking Management Policy and Procedure Manual

All revenue collection procedures shall be included in the manual.

3.11.5.3 New or Revised Collection and Deposit Procedures

Contractor shall immediately implement any new collection and deposit procedures, or revise existing procedures as GMIA may, at its sole discretion, require from time to time and shall revise the Manual accordingly with thirty (30) days of the implementation of the revised procedures.

3.11.5.4 Interest, Penalties, and Late Charges.

1. Without waiving any other right of action available to GMIA, in the event Contractor fails to make deposits of Gross Receipts when due to GMIA and said failure continues for a period of three (3) consecutive days or more, late charges shall be assessed. Late charges shall, at a minimum, consist of interest and penalties.
2. The interest rate shall be at the rate per annum which is four percent (4%) higher than the prime rate as published in The Wall Street Journal on the date such payment was due.
3. In addition to interest, monthly late penalty charges at the rate of six percent (6%) per annum (or as established periodically) of the amount due shall be assessed on the unpaid portion of accounts more than thirty (30) days past due.

3.11.6 Accounting and Operating Reports.

Contractor shall submit the reports listed below, in a format approved by GMIA:

3.11.6.1 Preliminary Monthly Statement and Monthly Certified Statement

Contractor shall furnish to GMIA no later than the fifth (5th) day of each month, a Preliminary Monthly Statement of Gross Receipts and Reimbursable Expenses for the previous month. The Preliminary Monthly Statement shall be submitted electronically in a format acceptable to GMIA. If the fifth (5th) day of the month is a non-business day, then the Preliminary Monthly Statement shall be due on the next business day. The statement shall be in the format specified by GMIA and submitted electronically to GMIA. In addition to the Preliminary Monthly Statement, Contractor shall furnish to GMIA no later than the fifteenth (15th) day of each month, a Monthly Certified Statement of Gross Receipts and Reimbursable Expenses for the previous month. If the fifteenth (15th) day of the month is a non-business day, then the Monthly Certified Statement shall be due on the next business day. The Statement shall be in the format specified by GMIA and submitted in hard copy and electronic copy acceptable to GMIA. The Statement shall be dated and certified as complete and correct by Contractor's principal financial officer or Contract Controller.

The Monthly Certified Statement shall, at a minimum, include the following information:

1. Certification of Monthly Certified Statement
2. Financials
 - a. Balance Sheet
 - b. Income Statement
 - c. Statement of Cash Flow
 - d. Final Trial Balance
3. Reconciliations. General Ledger Account Reconciliations with supporting documentation.
4. Source Documents
 - a. Computerized Parking and Revenue Control System Reports
 - b. Bank Statements
 - c. Payroll Registers
 - d. Time Sheets
 - e. Disbursement Journals
 - f. All Invoices
 - g. Credit Card Processing Report (PARCS and credit card institution report)
 - h. Payroll tax filings (i.e. workers comp. rates)
 - i. Employee Benefit Package (annual requirement)

5. Analysis

- a. Revenue. Revenue reconciliation by lot, by payment type, starting from the PARCS system revenue and reconciled to Audited revenues per general ledger. Deposit reconciliation by lot, by payment type, starting from Audited revenues per general ledger to audited deposits per general ledger. Include list of deposits by lot, off-line transactions and exception transactions.
- b. Expenses. Budget variance report showing the actual expenses versus the budget for the current period and year-to-date. Variances for the current period and year to-date over or under either 3% or \$5,000 must be explained in detail. Budget variances should be analyzed for the month and year-to-date. Variances must be explained in detail as to why actual expenses vary from the budget. Provide statement of expenses by lot.
- c. Vehicle Accountability & Analysis. The following formula, as may be amended by GMIA in writing, shall determine Contractor's overall vehicle accountability by parking lot on a monthly basis:
 - Number of vehicles in the license plate inventory on the last day of the preceding month;
 - Plus: number of vehicles entering the parking lot during the month;
 - Less: number of vehicles exiting the parking lot during the month;
 - Which equals the projected number of vehicles remaining in the parking lot on the last day of the month;
 - Less: the number of vehicles actually in the parking lot on the last day of the month, by the license plate inventory;
 - Equals the difference.

The difference will be divided by the number of vehicle entrances during the month, which will equal the percent difference.

If the monthly vehicle accountability falls below 99.5%, Contractor shall explain in writing, the reason(s) for the variance and the corrective measures to be taken.
- d. Towing and Impound activity
- e. Vehicle entries and exits; by lot by lane

3.11.6.2 Monthly Operational Report

Contractor shall furnish to GMIA no later than the fifteenth (15th) day of each month, a Monthly Operational Report for the previous month. If the fifteenth (15th) of the month is a non-business day, then the Monthly Operational Report shall be due on the next business day. The statement shall be in the format specified by GMIA. The Statement shall, at a minimum, include the following information:

- a. Summary of Events and Activities (includes summary of significant events and activities, overtime by department, and employee headcount by department)
- b. Customer Service Comments Database
- c. Customer Insurance Claims
- d. Customer Assistance Report (includes the number of customer assistance provided by type i.e. lockouts, jumpstarts, car location)
- e. Towing Service Report (includes towing services provided by day, time, location, depart and arrive time)
- f. Reports of Theft, Fraud, Fire and Significant Damage
- g. Ground Maintenance Activities (includes documentation of the monthly inspection of each lot and facility and maintenance activities completed by lot and facility)
- h. Safety Meeting Minutes
- i. Vehicle Reports (condition and inspection)
- j. Employee training / group training summary report

3.11.6.3 Revenue Reconciliation Report

Contractor shall prepare and submit, on a daily and monthly basis, a report of gross revenue collected. The daily report shall consist of the the previous day's information for the public parking facilities. Daily and monthly gross revenue reports shall at minimum contain;

- a. A reconciliation of revenues collected by location, device type, lane number and shift. The reconciliation shall also account for any differences between the system reported totals, non system transactions and the daily deposit.
- b. A reconciliation of tickets issued, collected, damaged, and voided tickets.
- c. A breakdown of total cash, checks, and credit cards processed, with number of transactions for each.
- d. A breakdown of revenue reductions and differences such as insufficient funds, refunds, duplicate credit card charges, lost tickets, overages and shortages.
- e. Contractor shall in a timely manner, perform other reasonable studies and provide other financial and statistical reports requested by GMIA.
- f. Vehicle inventories

Contractor shall provide cumulative reports on a monthly basis or as requested by GMIA.

3.11.6.4 Certification of Annual Statement of Operating Results

Within ninety (90) days following the end of each Contract Year, and within ninety (90) days following termination or expiration of the Contract if such date does not coincide with a Contract Year, Contractor shall prepare and deliver to GMIA an Annual Statement of Operating Results to include the items below:

- a. The total Gross Receipts for parking, towing, storage fees, discounted revenue, and any other Gross Receipts collected by Contractor by month and contract year reconciling to the general ledger accounts to net receipts. These shall be shown as follows:
 - i. Gross Receipts collected in total and per parking area, and,
 - ii. Gross Receipts collected from credit cards, cash, and personal checks including a breakdown of sales by each type of credit card.
- b. A schedule of Reimbursable Expenses by month and contract year reconciled to Operating Funds transfers and amounts due to GMIA or Contractor;

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- c. A comparison of the original and the revised (reallocated) budget with actual expenses;
- d. Contractor's reconciliation of Gross Receipts and deposit tickets and explanations of variances by month and contract year.

3.11.6.5 Annual Statement of Operating Results - Underpayment and Overpayment of Reimbursable Expenses

If the Annual Statement of Operating Results described in above indicates that the Reimbursable Expenses for the Contract Year have been underpaid then, subject to GMIA's acceptance and approval of such certification, the amount of such underpayment shall be refunded by GMIA to Contractor within thirty (30) days after receipt of the Annual Statement. If the certification indicates that the Reimbursable Expenses for the Contract Year have been overpaid, then subject to GMIA acceptance and approval of such certification, the amount of such overpayment shall be deducted from amounts due and owing to Contractor, unless the Contract Term has expired, in which event Contractor shall promptly pay such amounts to GMIA.

3.11.6.6 Annual Statement of Operating Results - Under-Collection of Gross Receipts

If the certification described above indicates that any of the Gross Receipts required to be collected by Contractor hereunder have not been collected, Contractor shall immediately pay to GMIA a sum equal to the difference between the amount of such Gross Receipts that should have been collected and/or deposited with interest thereon as specified herein.

3.11.6.7 Report Changes

As may be required from time to time during the Contract Term, GMIA may direct, in writing, Contractor to add, change or delete certain reports. Contractor shall comply with the written requests within a reasonable time period as specified by GMIA.

3.12 *Miscellaneous Services*

3.12.1 Consultation Services

Contractor shall provide professional advice to GMIA on an as-needed basis regarding appropriate parking rates, enhanced revenue control systems/equipment, corporate accounts, parking facility requirements, signage, internal traffic flow, customer service enhancements, holiday and peak period public information needs and operating procedures which shall improve the level of service efficiency and operating revenue of parking facilities. These services shall be at no cost to GMIA.

3.12.1.1 Maintenance of Revenue Control System

GMIA is responsible for the maintenance, repair and servicing of the PARCS. Nevertheless, Contractor shall load tickets dispensers, clear ticket jams, load receipts and provide such assistance as GMIA may from time to time request including, but not limited to, routine cleaning of the external finishes of ticket dispensers, gates, booths and signage. Contractor will not perform any work on the PARCS other than that specifically stated herein or requested by GMIA in writing. Contractor shall reimburse GMIA for service costs incurred as a result of Contractor's failure to perform routines related to operating the revenue control system or damages caused to PARCS due to Contractor's action or inaction. Contractor shall inspect the parking facilities, PARCS and the parking exit booths on a daily basis and shall upon discovery report problems or malfunctions to GMIA designated personnel within thirty (30) minutes of discovery of such problem.

3.12.1.2 License Plate Inventory and Vehicle Count

A nightly inventory of parked vehicles in the parking facilities shall be performed by Contractor. The inventory shall be performed by the night shift and begin and end at a time when activity in the parking facilities is minimal. Such physical inventory shall be conducted in a manner as to record the date, license plate number, state of licensing, and the lot, level, row, and parking space where the vehicle is parked. Periodically, GMIA shall require Contractor to perform vehicle counts in other areas of GMIA public parking facilities including rental car areas and provide to County Manager of Parking.

3.12.2 Variable Message System and Signage

Contractor will operate the Variable Message System to accurately display informational messages to parking customers, including but not limited to, facility and space availability and directional messages for which Contractor has received prior GMIA approval.

3.12.3 Security and Camera Monitoring System

Contractor will operate and make full use of the Closed Circuit Television System (“CCTV system”) to monitor parking operational activities and security of the parking structure. Cameras will be placed throughout the Designated Parking areas to include entrances, exits, booths and drive lanes and parking structure. As part of a Transportation Security Administration (“TSA”) funded security surveillance camera installation project some extra cameras may be added to the parking garage as a later time. The existing parking garage camera system has nine cameras for security surveillance that is also shared with the Milwaukee County Sheriff’s Office. This existing system will be tied into the Airport’s main security surveillance camera system in the future. For monitoring the system, equipment provided includes work stations and displays. Images will be recorded, stored and available for replay. Contractor acknowledges it will fully train its staff about special security protocols, as they relate to the parking garage as defined in the Airport Security Program (available through GMIA Airport Security Office) approved by the TSA and amended from time to time.

3.12.4 Announcements

Contractor shall not make any public announcement, or issue any press releases or other publicity concerning any matter at GMIA including, but not limited to, the parking services at the Airport.

3.12.5 Construction

Construction is a recurring event at the Airport. Rehabilitation of the existing garage is also underway, which affects various sections of public parking. Contractor will participate in the performance of tasks or duties relating to parking or traffic control. In addition, Contractor may be required to modify its operations in response to disruptions or relocations of the normal parking system.

3.12.6 Operation of other Public Parking facilities

Contractor shall not operate any other public parking facility within five (5) miles of the Airport or any remote parking facilities which might be designed to provide shuttle vehicle service to the Airport unless GMIA expressly approves such operation in writing. Contractor shall not divert or encourage parking patrons or businesses to use other parking facilities except as may be directed by GMIA.

3.13 Uniforms and Equipment

3.13.1 GMIA Furnished Equipment

GMIA will furnish at no cost to Contractor the following:

- a. Two way radios as appropriate.
- b. Telephones (not cell phones) as deemed necessary by GMIA, for the conduct of official business under this Contract.
- c. Internet Service -?
- d. All necessary forms for daily security reporting required by GMIA.
- e. Booths at designated points.
- f. Five vehicles and twelve shuttle buses and fuel to operate such vehicles.
- g. All office furniture and equipment required in performance of managerial functions outlined herein. Said furniture and equipment shall remain the property of GMIA as well as any additional furniture and equipment purchased as a reimbursable expense. GMIA shall provide Contractor with an accurate office furniture and equipment (including computers, safes, etc.) list at commencement of Contract. Contractor shall inform GMIA of changes in the list and shall maintain an up-to-date list at all times.

All property furnished by GMIA under this Contract shall remain the property of GMIA, shall be used only for the performance of work specified in this Contract, and shall be returned to GMIA at the expiration or earlier termination of this Contract in the same condition as when received, except for ordinary wear and tear. Contractor shall be liable for loss of or damage to equipment furnished by GMIA if such damage or loss is caused by the negligence of Contractor's employees. Payment for said equipment is due at the time the loss or damage has been determined.

3.13.2 Contractor Furnished Uniforms and Equipment

Contractor shall provide appropriate uniforms to personnel and shall be approved in advance by GMIA. No civilian attire will be worn by any of the personnel while on duty except for management positions. Personnel will not carry firearms, chemical agents, handcuffs, or any type of weapon while performing his/her duties. The proposal must include a detailed description and photograph of the proposed uniforms.

3.14 Janitorial and Facility Maintenance

Contractor shall maintain the Parking Facilities in a clean and orderly fashion at all times. This includes general trash removal, parking garage and lot cleaning, and power sweeping and scrubbing of all parking areas as defined herein and as necessary to present an attractive appearance to customers, but only as directed by GMIA. Contractor shall provide custodial services and periodic cleaning and trash and debris removal in areas including, but not limited to: all parking areas including elevator waiting areas, north walkway corridors, sailboat room, future meditation room, interior and exterior of cashier booths, all parking administrative offices and restrooms. Services will also include installation and removal of permanent and temporary signage, and parking stall striping.

The facilities and equipment included in the Managed Services assigned to the Contractor are described in Exhibit _____ of this Contract. The Airport has a Parking Access and Revenue Control System manufactured by Federal APD, Inc. Contractor will be responsible for all repairs and consumables (tickets, gate arms, etc.) required to operate the PARCS.

Contractor will provide snow removal from the top level garage, public sidewalks, all parking lots in the satisfaction and direction of the County Parking contract Manager as described in in the shaded areas in Exhibits Q and R.

3.15 Annual Management Fee and Budget

For and in consideration of the administration cost of the parking facilities service, GMIA agrees to pay to Contractor, and Contractor agrees to accept from GMIA in full and complete payment for successful performance of Contractor under the terms and conditions of the contract, an Annual Management Fee, computed and payable on a monthly basis, as set forth below:

3.15.1 Annual Management Fee

Annual management fees shall be computed and payable on a monthly basis included on the monthly invoice and shall be at a rate agreed upon by Contractor and GMIA.

3.15.2 Operating Budget

Contractor shall prepare and submit to the Airport for its review and approval an Operating Budget for each Contract Year of the Contract Term. Any escalation in budget amount shall be negotiated with GMIA. The Operating Budget shall be submitted in hard copy and an electronic format acceptable to the Airport. Notwithstanding the actual commencement date of this Contract, and unless otherwise directed by the Airport, the Operating Budget for each Contract Year shall cover the twelve (12) calendar months ended June 30. The Operating Budget shall be reviewed quarterly by the Parties and may be reviewed more frequently at the request of either of the Parties.

The approval for the Operating Budget including revisions thereto, shall be made in writing by GMIA. The approved Operating Budget shall be binding upon Contractor.

The Operating Budget shall be comprised of the following sections. These sections together shall constitute the entire Operating Budget.

- a. Operating Budget with recurring and non-recurring anticipated
- b. Detail of non-recurring expenses including: general account, item description, amount, month anticipated, and justification
- c. Employee report with number of positions by department and wages forecasted by position for the contract year
- d. Miscellaneous Reports:
 - i. Vacation and sick leave accrual report with employee leave balances by hours and dollar amount.
 - ii. Cost savings proposals

The recurring anticipated Reimbursable Expenses shall include the following subsections or such other subsections as GMIA directs, presented in line-item detail:

- a. Personnel Compensation
- b. Payroll Taxes and Employee Benefits
- c. Communication
- d. Human Resource Services
- e. Maintenance Services
- f. Supplies & Materials
- g. Insurance
- h. Non-capital equipment

3.15.3 Budget Schedule

For subsequent Contract Years, Contractor shall develop and submit its Action Completion Date (Dates are subject to change)

- a. Contractor submits Operating Budget to GMIA by Dec 1
- b. GMIA review and comments completed by February 1
- c. Approval of final Operating Budget and First Quarter Plan by in accordance with GMIA's approved budget by GMIA's Board of Commissioners. (May Board Meeting)
- d. Budget Contract Year begins July 1
- e. Closeout of previous Contract Year Budget June 30th
- f. Evaluation/Review of previous Contract Year budget performance by August 15

3.15.3.1 Reimbursable Expenses

To be reimbursed, Reimbursable Expenses claimed by Contractor must be accompanied by an invoice, proof of payment and other documentation. Said documentation shall be submitted with the Monthly Certified Statement. Reimbursable expenses submitted may be recurring or non-recurring.

a. Recurring Reimbursable Expenses. The Recurring Reimbursable Expenses shall include expenses anticipated to occur on a regular monthly basis and may include, but are not limited to, the following:

- i. Personnel Compensation (payroll costs, including regular salaries and wages, sick days, vacation and six (6) paid holidays, court time on behalf of GMIA and overtime)
- ii. Payroll Taxes and Employee Benefits (applicable only to employees employed by Contractor to provide services at the Airport and under the Contract);
- iii. Human resource services (pre-employment testing; random drug testing; criminal history checks; personnel recruiting expenses to include employment advertising);
- iv. Maintenance and Services (Operating Equipment, armored car service, administrative services);
- v. Supplies & Materials (postage, office supplies, uniforms, and small tools);

b. The County will make all purchases on items over \$500 for any service, equipment of commodities needed to the Parking Management Operations. Therefore any Non-recurring Reimbursable Expenses shall include expenses anticipated to occur on a one-time or irregular basis during the Contract Year. All Non-recurring Reimbursable Expenses (\$500 or over) must be submitted in writing and must be approved by GMIA in writing prior to the start of services or purchases of supplies and services. Non-recurring Reimbursable Expenses include, but are not limited to, the following:

- i. Base payroll costs, including regular salaries and wages, sick days, vacations and holiday pay, employee incentives, employee training (local) and overtime, and all associated employee benefits incurred by Contractor as a result of providing personnel to perform this Contract in excess of that approved in the Operating Budget and approved in writing by GMIA.
- ii. Cost of purchasing ticket stock or parking locator supplies for the Premises operations
- iii. Costs resulting from the addition of temporary or permanent parking Premises
- iv. Costs incurred with any other activities for which GMIA provides written direction to Contractor to undertake
- v. Costs of additional insurance GMIA directs Contractor to purchase

c. Documentation for payment of Reimbursable Expenses. To obtain reimbursement from GMIA for any Reimbursable Expense, Contractor shall provide proof of payment and itemized documentation.

3.15.3.2 Non-Allowed Expenses

Unless specifically approved otherwise in writing by GMIA, the following Contractor expenses shall not be Reimbursable Expenses and shall be paid for by Contractor using its own funds.

- a. Salary, costs and expenses of all off-site, nonresident legal, audit, risk management, administrative, bookkeeping and executive personnel of Contractor.
- b. Cost and expenses associated with Contractor's annual CPA audit.
- c. Expenses such as home office travel, home office, or local entertainment and accommodations and off-site general office expenses, lobbying or political contributions.
- d. The expenses of legal representation or of union negotiations and administration of union contracts.
- e. The expense of any penalties, fines, or late payment fees incurred by Contractor.
- f. Expenses of the Proposal Guarantee, which is submitted with Contractor's Proposal, and Contractor's Performance Bond.
- g. The expense of taxes and similar fees incurred by Contractor in its business operations, provided, however, that sales or use taxes incurred on goods and purchased under the Contract shall be considered Reimbursable Expenses.
- h. Missing or unreturned employee badges, uniforms, laundry, and linens.
- i. Any cost incurred due to negligence by employees, agents, or subcontractors of Contractor.
- j. Any cashier shortages from cashier terminals.
- k. The financing costs associated with Contractor's working capital.
- l. The cost of any expenses incurred by Contractor in connection with the indemnification provisions of this Contract.
- m. The cost of meetings between executive level representatives of Contractor and GMIA staff.
- n. Any employee compensation benefits, e.g., a car allowance, that are not specifically approved by GMIA, cash or stock bonuses.
- o. Contractor is responsible for all "personal" long-distance phone calls made by its employees under the Contract; business calls are reimbursable subject to review and written approval by GMIA.
- p. Personal and vacation leave in excess of eighty (80) hours per Contractor employee, GMIA shall not reimburse any Contractor employee for any personal and vacation leave balance that exceeds 80 hours at the time of Contract expiration or termination for any reason. Contractor shall provide policy on accrued personal and vacation leave in the First Contract Year Budget.
- q. Non-essential business expenses deemed by GMIA.

3.15.3.3 Monthly Certified Statements

Each month of the Contract Term Contractor shall detail its Reimbursable Expenses for the previous month in the Monthly Certified Statement prepared in accordance of GMIA Deputy Airport Director of Finance. The Statement shall include a certification that GMIA has not previously reimbursed Contractor for any of the Reimbursable Expenses claimed on the Monthly Certified Statement.

3.15.3.4 Disputed Reimbursable Expenses

GMIA's Parking Manager shall provide Contractor with written notice of any Reimbursable Expenses claimed in the Monthly Certified Statement that GMIA disputes and the reasons therefore. Contractor, within thirty (30) days from receipt of such notice, may appeal this decision to GMIA's Deputy Airport Director of Finance. If GMIA's Deputy Director of Finance determines that the item in dispute is a Non-Allowed Expense, Contractor shall pay the amount due with its

own funds within thirty (30) days from the date of GMIA's Finance determination. If Contractor fails to make timely payment of the amount due, GMIA may deduct the amount owed from amounts due to Contractor from GMIA.

3.15.3.5 Aged Expenses

No expenses will be reimbursed if the expense has been incurred is over 60 days from the date of purchase or receipt of services.

3.15.3.6 Budget Revisions

The approved Annual Operating Budget may be revised by GMIA from time to time to permit the inclusion of unforeseen expenses as approved reimbursable expenses, but only if and to the extent that GMIA, in its sole discretion, deems such revisions necessary and appropriate.

3.15.3.7 Incentive Program

Contractor will develop an incentive program to be approved by GMIA based on the following core areas of the company's performance: 1) Budget Compliance, 2) Revenue Control, 3) Staffing Levels, 4) General Appearance of Facilities and Personnel and 5) Quality of Service.. This incentive program could be awarded by a fixed amount to be determined as a percentage of dollars based on predetermined contracts or earned by Contractor based on achieving predetermined goals set by the County. A request by Contractor for payment of an incentive fee must be supported by Contractors' detailed written statements explaining how Contractor has achieved excellence in performance. The incentive fee, if awarded, will be to Contractor and should be distributed in some form of monetary reward to all employees of Contractor and distributed based upon Contractor recommendation subject to advance written approval by GMIA and whether Contractor achieved the performance standard identified in the Parking Contract. GMIA's determination whether to award an incentive fee cannot be challenged and it is exclusively in the discretion of GMIA.

3.15.3.8 Penalties

Contractor agrees to reimburse GMIA for the actual (regular and/or overtime) cost of customer service personnel filling posts due to the failure of Contractor to provide adequate customer service personnel plus a twenty (20) percent penalty. Also, the time will be calculated at a minimum of four (4) hours.

Contractor agrees to pay GMIA a penalty of twenty (20) percent of the hourly cost for all employees performing duties under this Contract who are not properly uniformed as required by this Contract.

Contractor agrees to reimburse GMIA for any charges resulting from unauthorized use of telephone equipment, and negligent damage of all other equipment and facilities at replacement cost.

3.15.3.9 Liquidated Damages

In the event of performance problems, GMIA may, on a monthly basis, assess liquidated compensatory damages for noncompliance with performance standards as detailed below. If Contractor fails to pay the liquidated damages, GMIA may deduct the liquidated damages from amounts to be paid to Contractor by GMIA by the following amounts:

a. Unpaid or unaccounted tickets or transactions. Liquidated damages for unpaid parking tickets, parking tickets that cannot be accounted for, or any other unaccounted transactions ("Tickets") shall be as set forth in the table below:

Percent of Total Monthly Tickets Issued	Per Ticket
0.0% to 0.2%	\$ 0.00 per Ticket

Greater than 0.2% up to 0.5%	\$15.00 per Ticket
Greater than 0.5%	\$30.00 per Ticket

Each month the parties shall jointly determine the number of unpaid and unaccounted transactions based on the following:

1. The number of tickets issued that month.
2. The inventory of vehicles parked at or about 12:01 a.m., the first day of that month.
3. The inventory of vehicles parked in the parking facilities at or about 12:00 a.m., the last day of that month, and
4. The number of tickets that were paid and processed through PARCS during that month

c. Submittal of Monthly Reimbursable Expense Statement. The due date for monthly reimbursable expense statements is the fifteenth (15th) of each month. If a monthly financial statement is not received by the fifteenth day of the month there shall be a \$500.00 liquidated damage for each day past the due date.

d. Provision of all records and retrievals when requested by GMIA. If such records are not received within fourteen (14) calendar days, Contractor shall be subject to liquidated damages the sum of one hundred dollars (\$100) per day from Contractor's own funds for each item requested but not provided. The liquidated damages shall be owed beginning on the fifteenth (15th) day following the date the request was made. GMIA may, in its sole discretion, extend the deadline for production of requested records for good cause shown by Contractor.

e. Traffic wait time. \$100.00 per occurrence if additional exit lanes are not opened when traffic wait time exceeds five (5) minutes.

f. License plate inventory. \$1,000.00 for each day the license plate inventory is not updated, complete and available.

g. Deposits. \$1,000.00 for each day's deposit not made by the next business day.

h. Entry or exit access. If Contractor fails to re-open an entry or exit within the prescribed time, GMIA, at its sole discretion, may remedy the situation and deduct a liquidated damage at a rate of \$100.00 per hour.

3.16 Ancillary Services

3.16.1 Security Plan

There are multiple layers of security in the airport parking structure which include security cameras, 90 panic /call boxes, a mobile license plate reader along with numerous other security measures, including random, unpredictable patrols performed by Sheriff's Deputies, MCSO and GMIA airport employees. MCSO patrol cars and foot patrols of the parking structure are random on all three shifts and on each floor of the parking structure based on Deputies availability. In addition, MCSO Parking Enforcement also patrol the parking structure.

Currently there are nine (9) digital cameras in the daily, hourly plazas to overlap surveillance to include the optimal recognition of license plates, make and model of the vehicles entering and

exiting the parking structure. Two cameras face the exit plaza from top of the parking structure helix to the west and one interior limo lane. There are two (2) cameras in the taxi staging lot for operations and security and a camera in the Amtrak Station lobby for security. More cameras are expected to be added in 2016 as part of a new digital camera surveillance program system upgrade which has started at GMIA funded by the Department of Homeland Security as part of GMIA's ongoing capital project program. This project currently includes: two license plate recognition (LPR) and software positioned for vehicles approaching on the airport roadway south and positioned for vehicles exiting on the airport roadway north of the parking structure. Also, this project currently includes five cameras on top of Air Traffic Control tower which can be positioned to view the sixth floor of the parking structure.

As part of GMIA's ongoing capital project program, new energy efficient and brighter overhead lighting are also being replaced in 2016. The 3800 light bulb fixtures will be energy efficient with factory settings at 30% illumination then will increase to 100% with motion detection.

Contractor shall furnish sufficient security and customer service personnel acceptable to GMIA County Parking Contract Manager and GMIA Manager of Security. The plan will explain how Contractors staff will be utilized for facility inspections for suspicious activity that may threaten safety of persons or property.

3.16.1.1 Parking Operations and Patrol Vehicle and Foot Patrols

Contractor shall furnish personnel acceptable to GMIA to operate five (5) parking operations vehicles as referred to in "GMIA Furnished Equipment" within this document for vehicles parking operations and patrol purposes. Vehicles shall be maintained in an as received condition, including the removal of soiling and staining of vehicle interiors. Vehicles shall operate twenty-four (24) hours per day, seven (7) days per week. Foot patrol positions shall be staffed sixteen (16) hours per day, seven (7) days per week. Vehicles provided shall be used for no other purpose than for patrolling designated areas unless written permission is obtained from GMIA.

3.16.1.2 Facility Maintenance

Contractor shall keep all assigned areas, facilities, and equipment clean, sanitary, and free of rubbish at all times. The Parking Manager will notify in advance or when discovered to the County Parking Contract Manager of any extra or new facility maintenance needs that will need attention.

3.17 Customer Assistance Program

Contractor shall provide emergency services to the public to include, but not limited to, jump starting vehicles, inflating tires, car-search assistance, and customer transports as needed. These services shall be performed in parking facilities, or any other areas designated by GMIA, and shall be offered free of charge.

Contractor will provide Public Paging and Information Desk services. The Public Paging and Information Desk shall be staffed for approximately seven (7) hours of coverage Monday through Saturday from 5:00 a.m. to 9:00 a.m. and from 9:00 p.m. to 12:00 a.m. Coverage on Sunday shall be eleven (11) hours, from 5:00 a.m. until 1:00 p.m. and 9:00 p.m. to 12:00 a.m. Holiday coverage shall be nineteen (19) hours from 5:00 a.m. until 12:00 a.m. At other times, the Public Paging and Information Desk shall be staffed on an on-call as-needed basis. The Public Paging and Information Desk is located in the center of the Airport Terminal on the Concession Level. Volunteers do not staff on the following holidays (New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day before Christmas, Christmas Day, Day before New Year's) These are the actual holidays. Also special duties for on- call basis.

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