



Request for Proposals

Parking Facilities Management Agreement

August 15, 2024

Table of Contents

NOTICE TO PROPOSERS	2
INSTRUCTIONS TO PROPOSERS	3
INFORMATION TO PROPOSERS	6
PROPOSAL FORMS	15
PROPOSAL FORM 1 – MANAGEMENT FEE PROPOSAL.....	15
PROPOSAL FORM 2 – PROPOSED OPERATING BUDGET.....	16
PROPOSAL FORM 3 – NET REVENUE INCREASE ALTERNATIVES	18
QUALIFICATIONS / BUSINESS QUESTIONNAIRE	19
APPENDIX I – PARKING LOT REVENUE HISTORY	25
APPENDIX II – CURRENT PARKING RATES	26
APPENDIX III – AIRLINE ENPLANEMENT HISTORY	27
APPENDIX IV – EXISTING REVENUE CONTROL EQUIPMENT INVENTORY	28
APPENDIX V – SAMPLE PARKING FACILITY MANAGEMENT AGREEMENT	29

NOTICE TO PROPOSERS

REQUEST FOR PROPOSALS

PARKING FACILITIES MANAGEMENT AGREEMENT FOR THE MBS INTERNATIONAL AIRPORT COMMISSION

The Midland/Bay City/Saginaw International Airport Commission (hereinafter referred to as “Commission”) is seeking proposals from qualified operators to provide parking facilities management services at the MBS International Airport (hereinafter referred to as “MBS”). The current contract expires on December 31, 2024, and the successful proposer will be expected to commence operations at midnight January 1, 2025. The facilities are currently using an automated parking process but have utilized staffed positions as recently as 2023.

A mandatory pre-bid conference will be conducted on September 25, 2024, at 10:00am EDT in the conference room at the Airport Administration Building located at 8500 Garfield Rd, Suite 101, Freeland, MI 48623. All companies intending to propose MUST have a representative in attendance. Failure to be represented at the pre-bid conference will disqualify a potential proposer from being considered.

All communications regarding this RFP must be directed to the following:

James Canders
(989) 695-4027
E-mail: canders@mbsairport.org

Upon issuance of the RFP, no communication may be made directly with any employee of the Commission or any Commission member. Failure to comply will result in any proposal submitted being considered non-responsive and will not be considered.

Questions concerning this RFP must be submitted electronically to the e-mail address identified above prior to the day and time listed in the RFP for receipt of questions and clarifications.

The Commission shall provide responses electronically according to the timeline identified in the RFP. The Commission will only respond to electronically submitted submissions requesting additional information and clarifications and only the responses provided by the Commission representative will be considered as the response. Any responses will be issued as an addendum to the RFP. Proposers must acknowledge all addendums in the proposal.

The Commission reserves the right to refuse and reject any or all proposals and to waive minor irregularities and formalities and to accept the proposal to be the best and most advantageous to the Commission and hold the proposals for a period of up to sixty (60) days prior to award of a contract by the Commission.

RFP SCHEDULE

August 15, 2024 - Specifications available for distribution

September 5, 2024, 10:00 am EDT-- Mandatory pre-bid conference

September 10, 2024, 4:00 pm EDT-- Questions and requests for clarification submission deadline

September 16, 2024, 4:00 pm EDT-- Responses transmitted electronically to proposers

October 14, 2024, 4:00 pm EDT - Proposals due to MBS

October 17, 2024 - Commission action on proposals

INSTRUCTIONS TO PROPOSERS

Please read the requirements thoroughly and be sure that the proposals submitted comply with all requirements noted. Any variation from the proposal requirements must be clearly indicated in writing, on a point-by-point basis, attached to and made a part of the proposal submission. The Commission reserves the right to accept or reject any requested variation. If no exceptions are noted, the successful proposer will be required to provide the services be provided as specified under the sample contract form as contained in this RFP.

PURPOSE

- The purpose of these specifications and proposal documents is to define the services required to award a management agreement for:

INTENTION

- The services to be provided under this proposal shall be in accordance with and shall meet all specifications and/or requirements as shown. There is no intention to disqualify any proposer who can meet these requirements.

SUBMITTAL OF PROPOSAL

- One (1) signed original and four (4) copies of the proposal shall be submitted in writing on the Proposal form attached hereto. **Each Proposal must be completely filled out and signed by a representative of the company submitting a proposal authorized to make contractual commitments on behalf of the company.** Proposals must be labeled as identified and submitted at the time and location identified below:

**Proposal for Parking Facility Management Agreement
MBS International Airport
MBS International Airport Commission
8500 Garfield Rd.
Suite 101
Freeland, MI 48623**

**Proposal Due Date: Monday October 14, 2024,
4:00pm EDT**

- No late proposals received after the time indicated will be accepted. Failure to meet proposal requirements will result in disqualification.

PREPARATION OF PROPOSAL

- Proposals must identify the full firm name and address of the proposer and be signed by a representative authorized to bind the proposer. Any costs associated with the development and submission of the proposal will be at the sole expense of the proposer.

ALTERATIONS/AMENDMENTS TO PROPOSAL

- No Proposal may be withdrawn after the submission due date without acceptable reasons submitted in writing, and only after the written consent of the Commission. The Commission reserves the right to hold the proposals submitted for up to sixty (60) days prior to award by the Commission.

SUBSTITUTIONS/CANCELLATIONS OF PROPOSAL

- No substitutions or cancellations will be permitted without the prior written approval of the Commission, at its sole discretion.

EXCEPTIONS TO REQUIREMENTS

- Any proposer that desires the Commission to consider alternative terms and conditions other than those contained in the sample contract included in the RFP shall attach to the proposal a detailed list of any exceptions to the sample contract, on a point-by-point basis with the recommended change. The Commission reserves the right to accept or reject any or all exceptions at its sole discretion. The materiality of the proposed changes will be considered in the evaluation of all proposals received.

TIME ALLOWED FOR ACTION TAKEN

- The Commission reserves the right to hold proposals submitted for up to sixty (60) days after the proposal due date and time without taking action. Proposals are required to abide by the terms of their proposals for the same period of time.

TIME ALLOWED FOR EXECUTION OF CONTRACT

- The successful proposer will have fourteen (14) calendar days to execute and return a contract after receiving written notification of recommendation of award of the contract. Following signature by the successful proposer, the contract will be submitted to the Commission for final approval and execution. If a contract is not executed in the timeframe identified, the Commission reserves the right to terminate negotiations and enter exclusive negotiations with the next highest ranked proposer. The Commission reserves the right to adjust the execution timeframe if the parties are negotiating in good faith.

RIGHT TO REJECT/AWARD

- The Commission reserves the right to reject any or all proposals, to waive minor irregularities and informalities, to accept or reject any written exceptions noted, and to make the award of the contract as may be deemed to be the best interest of the Commission.

INDEMNITY

- Successful proposer ("Indemnitor") shall fully indemnify, defend, save and hold harmless the Commission, its officers, agents, representatives, and employees (collectively, "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from Commission on account of injury or damage to person including, without limitation on the foregoing, premises defects, workers' compensation and death claims, or property loss or damage of any other kind

MBS Parking Facilities Management RFP

whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part:

- (i) successful proposer's performance under the Agreement;
 - (ii) successful proposer's occupancy of the premises and any and all activities associated with the successful proposer's use of the premises;
 - (iii) the violation by the successful proposer, its officers, employees, agents, contractors, subcontractors or representatives of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly or indirectly, to the Agreement;
 - (iv) the exercise of rights under this Agreement; or
 - (v) an act or omission on the part of the successful proposer, its officers, employees, agents, contractors, subcontractors or representatives pertaining to the Agreement, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of Indemnitees, or any of them, but not if caused by the sole gross negligence of Indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorneys' fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident.
- Successful Proposer covenants and agrees that, if any of the Indemnitees is made a party to any litigation against the successful proposer or in any litigation commenced by any party, other than the successful proposer relating to the Agreement, Successful proposer shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend any of the Indemnitees in all actions based thereon with legal counsel satisfactory to the Commission's Attorney, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any the liability, injury, damage, loss, demand, claim, or action.

ADDENDA

- Proposers shall carefully review the proposal forms, requirements, and instructions to proposers prior to the deadline for submitting requests for clarification and questions according to the schedule identified above. Should the proposer find discrepancies in, or omissions from proposal forms, requirements, or other documents, or should proposer be in doubt as to their meaning, proposer should submit electronically any question or clarification requests to canders@mbsairport.org. Explanations, interpretations, and supplemental information will be provided in the form of written addenda, distributed to all proposers who attend the pre-bid conference. Verbal statements in response to inquiries or requests for explanations shall not be authoritative or binding. All questions raised at the pre-bid conference must be submitted electronically to obtain the official response. All addenda issued to alter the conditions or requirements contained herein shall be in writing and the proposers shall acknowledge receipt of all addenda in the space provided on the Proposal forms.

INFORMATION TO PROPOSERS

INDEX

	<u>Page</u>
1. Invitation	7
2. Term of Agreement	8
3. Contract Areas	8
4. Financial Considerations to the Commission	9
5. Financial Considerations to the Successful Proposer	9
6. Proposal Evaluation	9
7. Pre-Proposal Conference	10
8. Qualification Requirements	10
9. Evidence of Qualifications	10
10. Submitting Proposal Documents	11
11. Proposal Guarantee	11
12. Performance Guarantee	11
13. Expenses Responsibility of Successful Proposer- Non-Reimbursable	12
14. Reimbursable Expenses Proposal Form 2 (B)	12
15. Commission Expenses	12
16. Conflict in Language	13
17. Successful Proposer's Refusal to Enter into Agreement	13
18. Obligations of Successful Proposer	13
19. Scope of Proposals Submitted	14
20. Information	14

MBS Parking Facilities Management RFP

1. Invitation

MBS International Airport is owned by the City of Midland, County of Bay, and the City of Saginaw and is governed by a nine (9) member Commission appointed by the respective communities. The MBS International Airport requests proposals from experienced and qualified operators interested in managing and operating the public parking facilities identified in this RFP at the MBS International Airport. The parking areas, level of investment, and services include:

- Management of the 24-hour automated terminal short- and long-term parking lots as identified on the attached diagram.
- Operation and maintenance of the long-term and short-term lots and associated revenue control equipment.
- A one-time twenty-five-thousand-dollar (\$25,000) capital investment contribution to the Commission to fund required software and computer updates, as determined by the Commission, during the Term of the Agreement.

Additionally, the successful proposer will agree to negotiate to provide additional ancillary services if and when desired by the Commission. Such services would potentially be requested to improve customer service and the associated facilities. The management fees, equipment, and personnel for such ancillary services will be negotiated separately from this RFP. If agreeable terms are not reached for any ancillary services, the Commission reserves the right to award a contract to another party to perform such services at its sole discretion. The additional ancillary services may include but are not limited to:

- Operate and Manage Rental Car Quick Turn Around (QTA) facility.
- Operate & Manage a Valet parking area.
- Enforce employee parking lots

The Commission's specific goals for the Management Agreement include but are not limited to:

- Realize the maximum net annual operating revenue through the use of "industry leading" revenue control and expense management procedures;
- To ensure the most efficient management, staffing, equipment and procedures are utilized in the daily operations of the public parking facility;
- To provide a first-class level of customer service that will further the efforts of the Airport in maintaining and attracting airport customers; and
- To provide the Airport with maximum flexibility for management control in meeting the public's parking needs.

The Commission seeks competitive proposals from experienced operators interested in managing and operating the public parking facilities at the MBS International Airport. The Commission reserves the right to reject any proposal that, in the Commission's sole opinion, does not meet the qualifications.

MBS Parking Facilities Management RFP

Between the time the RFP is issued, and the contract is awarded by the Commission, proposers are prohibited from communicating with any employee of the Commission or Commissioners. All communications must be directed to:

James Canders
(989) 695-4027
E-mail:canders@mbsairport.org

Failure to comply will result in proposals being considered non-responsive and not considered in the evaluation process.

Proposers may submit alternative recommendations within their proposal on the forms provided.

2. Term of Agreement

- A) Base Term- Successful proposer will enter into a five (5) year Agreement commencing on January 1, 2025, and terminating on December 31, 2029.
- B) Option Term- In addition to the Base Term identified above, one three (3) year Option Term will be offered and exercisable upon mutual consent of the parties. The Commission may revoke the Option Term provision if the successful proposer is in breach of any Terms of the Agreement during the Base Term and has been provided written notice and a reasonable cure period and such cure has not been completed. The parties must agree and exercise the Option Term a minimum of one hundred eighty (180) days prior to expiration of the Base Term of this Agreement. If the Option Term is not exercised in the timeframe identified, this Agreement will terminate on the date identified with no further obligation on the part of either party beyond the Base Term termination date

The successful proposer will also be granted a thirty (30) day period commencing December 1, 2024, as a preparation period prior to the commencement date identified in Article 2(A). This preparation period will be provided to the successful proposer to prepare for, but not be limited to: access to the facilities included in this contract for training and assessment, development of policies and procedures for the administration of the revenue control system for submission to the Commission for review and approval, training of personnel, and development of an operating manual (including policies and procedures) for review and approval by Commission. No reimbursement for activities prior to the commencement date will be granted.

A substantially completed sample of the Parking Facility Management Agreement is attached as Appendix V for review and written comment as part of the RFP submission. The sample Agreement represents the terms and conditions that the Commission desires. Proposers must identify any issues that are included in the contract in the proposal submission. If no exception is noted, the contract terms will be as stated in the agreement and no consideration of changes will be considered. The Commission makes no representation that it will accept any proposed changes. The materiality of the noted exceptions will be considered in the evaluation process.

3. Contract Areas

The MBS International Airport is a non-hub, commercial service airport located in east central Michigan. Currently the airport parking facilities and parking operations are publicly managed by Standard Parking under a concession form of contract. The Airport currently provides

MBS Parking Facilities Management RFP

approximately eight hundred ninety-eight (898) long-term parking stalls and one hundred forty-six (146) short-term stalls. All stalls are located across the road from the main terminal (see attached diagram). All the parking spaces identified above will be included in the Agreement. The parking facilities are part of a new terminal development completed in 2012. In 2023, an automated parking system was installed by the current contractor, SP Plus, to allow for 24-hour operations with no on-site staffing required.

The facility space provided by the Commission will include an exit booth to include three (3) automated pay stations and remote management system intercoms. Parking facilities are equipped with Revenue control equipment and a complete list of existing equipment by parking lot site is provided in Appendix IV.

The successful proposer shall have the option, at its own expense, to add a company logo or other identifier on signage of Parking Plaza building at a location and size subject to written approval by the Commission at its sole discretion.

4. Financial Considerations to the Commission

The successful proposer will collect, hold in trust for the Commission, account for, and deposit all revenues derived from the operation of the parking facilities on a daily basis to the bank account designated in writing by the Commission. Any diversion of revenue in any manner will be grounds for immediate termination of this Agreement without recourse and full repayment of all diverted revenue upon demand. The Merchant of Record will be the MBS International Airport Commission.

The successful proposer will agree to an initial one-time minimum Capital Investment Fund of twenty-five thousand dollars (\$25,000) to provide for software and computer upgrades during the Term of the Agreement. The investment fund will be due and payable upon successful execution of the Agreement and will be retained by the Commission. The successful proposer shall recommend software enhancements that will increase customer service or reduce costs for the Commission. Approval of any software or computer upgrade to be funded by the Capital Investment Fund will be at the sole discretion of the Commission. In the event any funds remain in the account at the termination of the Agreement as called for herein, the funds will revert to the Commission.

5. Financial Considerations to Successful Proposer

For the rights and privileges set forth in the Agreement, the Commission shall pay the successful proposer each month, a management fee, approved expenses, and any other fees or expenses agreed upon by both parties.

6. Proposal Evaluation

A selection committee will evaluate and score, according to weighted schedule listed below, each responsive proposal as follows:

- A) Relevant business experience at operating an airport parking management operation and financial qualifications - 100 points
- B) Thoroughness of proposal to meet the requirements of the Commission - 100 points
- C) Proposed management fee - 300 points
- D) Proposed operating budget (pro forma) - 300 points
 - While the financial performance of the parking program is a high priority for MBS, there is also a qualitative aspect to the management of the parking program. Proposers are

MBS Parking Facilities Management RFP

encouraged to submit “proposed” budgets that are realistic, achievable, and represent the most efficient way to meet the terms and conditions of the contract. The Commission will evaluate the proposed budget in the context of other comparable programs to determine the probability of the budget providing the most cost-effective quality program that the Commission expects.

- E) Proposed revenue (cash and credit cards) management plan and suggestions on how to increase net revenue to the Commission exclusive of parking rates - 100 points
- F) Materiality of exceptions noted to the sample contract - 100 points
- G) Total - 1000 points

The top ranked proposer with whom a contract can be agreed to will be recommended to the Commission for the award of the Contract.

The Commission will select a proposal that in the Commission's sole judgment deemed most advantageous for the public and the Commission and its determination shall be final.

7. Pre-Proposal Conference

A mandatory pre-bid conference to discuss these documents will be held on **Thursday, September 5, 2024, at 10:00am EDT in the conference room at the Airport Administrative offices located at 8500 Garfield Rd., Freeland, MI 48623.** Failure to be represented at the pre-bid conference will render any proposals received as non-responsive and will be the proposal will be rejected.

The purpose of this conference will be to discuss the requirements and objectives of the RFP and to tour the facilities. Representatives will be available to address comments received. Any questions or clarifications generated from the pre-proposal conference must be submitted electronically and will be responded to and distributed to all qualifying proposers electronically in the form of an addendum to the RFP.

8. Qualification Requirements

During the past five (5) years, qualified proposers must have had under contract the operation and management of at least two (2) airport parking facilities with annual gross revenue collections of at least one million dollars (\$1,000,000) annually and must have operated a 24 hour per day/7-day per week parking management service under the proposer's name. **Proposers must bond all employees against theft and provide evidence of bonding ability as part of the proposal. The Commission may accept a \$1-million Comprehensive Crime Insurance Policy provided it is with a reputable company.**

9. Evidence of Qualifications

Proposers must present evidence that they are qualified and have the necessary support services, equipment, training program and resources, access to qualified personnel, experience, and management oversight to fulfill the requirements of the specifications. In order to provide the Commission with this information, the proposal must include the information required in the attached Qualification Forms.

10. Submitting Proposal Documents

Without exception, proposals must be submitted in sufficient time to be received on or before the deadline according to the schedule included in the RFP. Any proposal received after the time and date specified above is late and will be considered nonresponsive.

Submission of a Proposal shall constitute a valid offer which may be accepted by the Commission as submitted for a period of sixty (60) days following the due date specified for submission of proposals. Proposers may withdraw previously submitted proposals up to the submission deadline without penalty. Withdrawal of a proposal after the submission deadline will result in forfeiture of the bid bond guarantee.

To the extent allowed by law, proposals will be reviewed by the evaluation team in a manner that avoids disclosure of the contents to competing proposers and the Commission considers the proposals as confidential during negotiations. Questions directed to Commission staff following submission and prior to award may be considered as grounds for disqualification of a Proposal. All proposals are open for public inspection upon the conducting of a public opening, or, if no public opening is conducted, upon the expiration of the deadline for the submission of proposals; however, to the extent allowed by law, trade secrets and confidential information in the proposals are not open for public inspection. **It is specifically provided, however, that each proposer must identify in writing any information contained in its proposal which it asserts is either a trade secret or confidential information. Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary".** If such material is not conspicuously identified, then by submitting its proposal, the proposer agrees that such material shall be considered public information.

11. Proposal Guarantee

Bid Bond - All proposers are required to submit a proposal guarantee in the amount of Five Thousand Dollars (\$5,000.00), payable without condition to the Commission. This proposal guarantee may be in the form of a Bid Bond from a reliable surety company licensed to operate in the State of Michigan, Letter of Credit from a banking institution, or cashier's check, payable without recourse to the Commission.

The security will be held by the Commission for a period no longer than thirty (30) days after a contract has been awarded to the successful proposer, following which, the security will be returned (without interest) to all proposers except the successful proposer, whose security will be held until an acceptable performance bond or approved alternative is received and an Agreement executed.

12. Performance Guarantee

The successful proposer shall post with the Commission a performance guarantee to be maintained for the duration of the Base Term of the Agreement and Option Term, if executed, in the amount of the one hundred thousand dollars (\$100,000) upon final execution of the Agreement. The financial guarantee may be in the form of a bond, letter of credit from proposer's banking institution or a cashier's check payable without recourse to the Commission. If the proposer submits a bond, then that bond shall be issued by a surety company acceptable to the Commission. Proposers must identify in their proposals who will provide surety if they are going to submit a bond for the performance bond. If there are any claims on the Performance Guarantee,

MBS Parking Facilities Management RFP

the successful proposer must replenish the amount to the full value within five (5) working days upon receipt of written notice.

The successful proposer shall enter into Parking Facilities Management Agreement, similar in form to the attached with the Commission within fourteen (14) calendar days after receiving notification of recommendation of award of contract or shall forfeit the five thousand dollar (\$5,000.00) bid deposit or the Commission may draw down the bid bond as liquidated damages. At the sole discretion of the Commission, additional time may be extended to execute an agreement if negotiations are proceeding in good faith.

The agreement will be binding upon execution by the Commission.

13. Expenses Responsibility of the Successful Proposer- Non-Reimbursable

- A. All expenses incurred by the Proposer in preparing its response to this RFP shall be borne solely by the Proposer.
- B. Entertainment expenses.
- C. Corporate expenses.

14. Reimbursable Expenses Proposal Form 2(B)

The following expenses will be reimbursable by the Commission:

- A. All local labor expenses in accordance with the approved staffing plan which will be subject to change as the discretion of the Commission.
- B. All direct benefit expenses for local staff.
- C. Office supplies and incidentals used in administering the contract.
- D. Uniforms.
- E. Copiers and other office equipment used in the operation of the contract.
- F. Surety Bond
- G. General Liability and Auto Liability Insurance
- H. Other as identified in Proposal Form 2(B)

15. Commission Expenses

Commission shall furnish in the toll booth:

- A. Ordinary heat, electricity, and air conditioning.

- B. Ordinary convenience outlets as presently installed and electric current that is not substantially greater than an amount of electric current than might be normally used. **Proposers accepts the facilities “as is where is”.**
- C. The revenue control equipment as identified in this RFP.
- D. Credit card fees.
- E. Maintenance agreements on the revenue control equipment.
- F. Repair costs not caused by the operator damage.
- G. Property and liability insurance for the parking facilities identified in this request for proposals.
- H. Snow removal, sand, and salt.

16. Conflict in Language

In the event of any discrepancy between this information contained in the RFP and addenda and the executed Agreement signed by the successful proposer, the terms of the Agreement shall prevail. The Commission reserves the right to modify and/or amend the attached Agreement prior to final execution.

17. Successful Proposer's Refusal to Enter into Agreement

In the event of the default of the successful proposer or its refusal to enter into an Agreement in the timeframe called for herein, so as not to delay the commencement of the contract, the Commission reserves the right to accept the proposal of the next highest ranked proposer and make an award of contract to such proposer, or to negotiate for the modification of any proposal with the next highest ranked proposer.

18. Obligations of the Selected Proposer

In the performance of its service at the Airport, the successful proposer will maintain a high degree and standard of professionalism. In particular, the successful proposer will comply strictly with the following conditions and requirements:

- A. Operate the parking facilities in accordance with the highest standards and practices of the industry, utilizing industry “best practices”;
- B. Conduct its operations in a quiet, orderly, and courteous manner, so as not to annoy, disturb, or offend customers, patrons, employees or tenants of the Airport. Employees shall wear clean uniforms as approved by the Commission at all times while on duty;
- C. Provide and maintain sufficient materials, supplies, merchandise, and equipment to ensure a high standard of parking service;
- D. Maintain the parking facilities in full operation and open for customers twenty-four (24) hours per day, seven (7) days per week, including holidays or any alternative timeframe as may be approved in writing by the Commission;

MBS Parking Facilities Management RFP

- E. Provide custodial services and disposal of waste/trash within toll booth, as established in the Agreement to a location determined by the Airport;
- F. Employ trained personnel, who shall be clean, courteous, efficient, and neat in appearance;
- G. Pay all taxes assessed against successful proposer's owned furnishings, equipment, earnings, personal property, or stock of merchandise and supplies;
- H. Pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Airport. Such items shall be made part of the successful proposer's annual budget submission;
- I. Keep accurate records and books of account on site in accordance with Generally Accepted Accounting Principles (GAAP Basis) in order to submit monthly reports as established by the Agreement,
- J. Provide insurance as required in Appendix V, Exhibit I attached;
- K. Provide bonding for all employees used in the performance of the contract against theft and fraud.

19. Scope of Proposals to be Submitted

Each Proposer that desires to submit a proposal in accordance with the requirements herein shall complete the Business Qualification Form. Further, a Bid Bond shall be submitted to the Commission with the proposal.

20. Information

Following issuance of the RFP, any questions or comments regarding this RFP must be submitted electronically to:

James Canders
E-mail: canders@mbsairport.org

No questions will be answered on the telephone. All questions must be submitted in writing. Any communications of Commission employees and/or Commissioners is strictly prohibited between the issuance of the RFP and the award of the contract by the Commission. Failure to comply will render any proposal submitted from the offending party non-responsive and the RFP will not be considered for award.

Responses to the written questions and requests for clarification shall be distributed to all qualified proposers in the form of an addendum to the Proposal document electronically

PROPOSAL FORMS

PROPOSAL FORM 1 – MANAGEMENT FEE PROPOSAL

Based upon the terms, provisions, and conditions of the RFP document, if approved and accepted by the Commission, the Commission hereby agrees to pay the undersigned an annual management fee for the rights and privileges of operating and managing the parking facilities as identified in this RFP. The annual management fee will be paid monthly in equal installments. The annual management fee proposed for the base five-year Term of the Agreement will be as follows:

- Year 1 Management Fee: \$ _____ annually
- Year 2 Management Fee: \$ _____ annually
- Year 3 Management Fee: \$ _____ annually
- Year 4 Management Fee: \$ _____ annually
- Year 5 Management Fee: \$ _____ annually

Further, the undersigned agrees to provide a capital investment of twenty-five thousand dollars (\$25,000) to provide for software improvements to the parking facilities revenue management system. The capital investment amount must be deposited with the Commission upon final execution of the contract. The amount will be held in an airport fund solely for funding associated with the parking facilities. The Airport Manager will review and approve all requests in writing prior to the award of any capital expenditure. Any amount remaining in the fund at the termination of this Agreement shall revert to the Commission for use at the Commission’s sole discretion.

Authorized Signature

Printed Name

Firm Name

Date

PROPOSAL FORM 2 – PROPOSED OPERATING BUDGET

The following budget should be based on estimated annual costs to operate parking facilities. All factors in the RFP that impact on the budget should be considered. For individual items, where indicated, see notes to budget on the next page. Please provide sufficient detail for the number of employees and expenses covered by the budget notes from the next page. Attach additional sheets if required. **PROPOSERS MUST SUBMIT A STAFFING MODEL OUTLINING THE TOTAL NUMBER OF POSITIONS TO CORRESPOND TO THE SALARIES AND BENEFITS FORECASTS INCLUDED BELOW.**

The budget outlined below is to be used by the Commission in the evaluation of proposals received. Proposers are to use their best estimates to represent the costs required to successfully perform the services outlined in the RFP. Upon selection of the successful proposer and the execution of the Agreement, the parties will refine the specific budget to be adopted for 2025 and set a budget for each subsequent year of the Agreement within that year’s budgeting process.

A. Salaries and Benefits

Management Salaries (identify hourly rate and salary below)	\$ _____
Other Salaries (Specify)	\$ _____
Federal/State Taxes	\$ _____
Unemployment Insurance	\$ _____
Other Benefits (Specify)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Sub-total \$ _____

B. Other Expenses

Bookkeeping Fee (Reimbursable)	\$ _____
Telephone (If needed)	\$ _____
Office Supplies	\$ _____
Equipment Maintenance	\$ _____
Small Tools	\$ _____
Postage & Shipping	\$ _____
Insurance (Specify)	\$ _____
Bond	\$ _____
Equipment Rental	\$ _____
Miscellaneous (Specify)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Sub-total \$ _____

TOTAL \$ _____

MBS Parking Facilities Management RFP

C. Budget Notes:

1) Number of Managers

Individual Annual Salary

If any manager is to have any responsibility other than operating the parking facility at MBS International Airport, explain below:

2) Other Employees/Subcontractors (Specify Title)

3) Other Costs (as applicable)

Total Projected Operating Budget:

\$ _____

PROPOSAL FORM 3 – NET REVENUE INCREASE ALTERNATIVES

Based on the proposer’s experience at operating comparable parking programs, the proposer will detail any recommendations that could potentially increase the Airport’s net revenue collection potential. Proposed recommendations should be attainable and reasonable. The base contract will be awarded based on the specifications as outlined in the RFP; however, the Commission reserves the right to implement changes at any time throughout the Base Term and Option Term at its sole discretion. Potential areas for consideration include but not limited to the following:

Staffing:

Parking Lot Configuration:

Revenue Control Equipment:

Other (specify):

If additional space is required, please add attachment

QUALIFICATIONS / BUSINESS QUESTIONNAIRE

It is the intent of the Commission that the proposer possesses certain experience and qualifications to ensure that the successful proposer operates a high-quality operation under the terms and conditions contained in the Parking Facilities Management Agreement at the MBS International Airport.

Statements contained herein must be complete and accurate. Omission, inaccuracy, or misstatements may be cause for rejection of a proposal.

During the past five (5) years, qualified proposers must have had under contract the operation and management of at least two (2) airport parking facilities with annual gross revenue collections of at least one million dollars (\$1,000,000) annually and must have operated a 24-hour per day/7-day per week parking management service under the proposer's name.

I. Name of Proposer

Legal Entity (exactly as it is to appear on the Agreement):

Principal office address:

Telephone & Fax number:

Form of business entity: (check one)

- Corporation
 Partnership
 Individual
 Joint Venture

II. Corporation Statement

If a corporation, complete the following:

Date incorporated: _____ Place incorporated: _____

Is the corporation authorized to do business in Michigan? (check one)

Yes No If yes, as of what date?

MBS Parking Facilities Management RFP

The corporation is held: (check one): _____ Publicly _____ Privately

OFFICERS:

III. PARTNERSHIP STATEMENT

If a partnership, complete the following:

Date of organization: _____

General partnership _____ or Limited Partnership _____

Partnership Agreement recorded? _____ Yes _____ No

Date	Book	Page	County
_____	_____	_____	_____

Is the partnership authorized to do business in Michigan? _____ Yes _____ No

Name, address, and partnership share of each general partner:

NAME	ADDRESS	% SHARE
_____	_____	_____
_____	_____	_____
_____	_____	_____

IV. Joint Venture Statement

If a joint venture, answer the following:

Date of organization: _____ Joint venture recorded? _____ Yes _____ No

Date	Book	Page	County
_____	_____	_____	_____

Has the Joint Venture done business in Michigan? _____ Yes _____ No

Name and address of each Joint Venture member and percent of ownership of each:

NAME	ADDRESS	% SHARE
_____	_____	_____
_____	_____	_____
_____	_____	_____

V. Financial Information

A. Financial Statements

Submit an Audited Annual Financial Statement for the last two qualifying years of managing a Parking Lot Facility, prepared & audited by a Certified Public Accountant, in accordance with generally accepted accounting principles (GAAP), reflecting your past and current financial condition.

B. Surety Information

Have you ever had a bond or surety canceled or forfeited?

_____ Yes _____ No If yes, state name of bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

MBS Parking Facilities Management RFP

C. Bankruptcy Information

Have any persons listed under the corporation, partnership, and joint venture statements ever been declared bankrupt or entered into a Creditor's Composition Agreement?

_____ Yes _____ No If yes, state date, court jurisdiction, amount of liabilities, and amount of assets as applicable.

VI. Financial References

List at least three (3) people or firms with whom you have conducted significant financial transactions during the past three (3) years. If firms are used, give the name of the department and/or person who may be contacted. Proposers are to attach a letter from each of the firms/persons listed below, which speaks specifically to your financial ability to undertake the operation and investment contemplated in this proposal.

Reference No. 1

Name: _____ Title: _____

Firm: _____

Address: _____

Phone: _____ Email: _____

Reference No. 2

Name: _____ Title: _____

Firm: _____

Address: _____

Phone: _____ Email: _____

MBS Parking Facilities Management RFP

Reference No. 3

Name: _____ Title: _____

Firm: _____

Address: _____

Phone: _____ Email: _____

VII. Operational References

List at least three (3) people or firms who have knowledge of your ability to operate an airport parking facility and can speak specifically about your operational experience and results.

Reference No. 1

Name: _____ Title: _____

Firm: _____

Address: _____

Phone: _____ Email: _____

Reference No. 2

Name: _____ Title: _____

Firm: _____

Address: _____

Phone: _____ Email: _____

Reference No. 3

Name: _____ Title: _____

Firm: _____

Address: _____

Phone: _____ Email: _____

VIII. Operational Information

In how many locations is the Proposer currently managing and operating an Airport Parking Facility under a Parking Facilities Management Agreement? Please attach a list showing the

MBS Parking Facilities Management RFP

name, address, years of operations (dates) and operating expenses for the two most recent years of operation.

I am authorized to commit the proposer identified below to the terms and conditions contained in this proposal.

Name: _____

Printed: _____

Date: _____

I acknowledge receipt of the following Addenda:

Authorized Signature

APPENDIX I – PARKING LOT REVENUE HISTORY

Year	Gross Revenue
2014	\$1,191,832
2015	\$1,187,253
2016	\$1,228,979
2017	\$1,144,284
2018	\$1,552,891
2019	\$1,659,053
2020	\$550,320
2021	\$751,728
2022	\$901,605
2023	1,050,377

APPENDIX II – CURRENT PARKING RATES

Rates Established July 2018

Short-Term Lot:

- First 15 minutes: No charge
- \$1.00 Each half hour up to a maximum of \$12.00 per day

Long-Term Lot

- First 5 minutes: No charge
- \$2.00 Each hour up to a maximum of \$8.00 per day

APPENDIX III – AIRLINE ENPLANEMENT HISTORY

Year	Enplanements
2014	125,072
2015	119,194
2016	122,011
2017	110,573
2018	127,210
2019	134,781
2020	48,002
2021	69,976
2022	70,787
2023	94,076

APPENDIX IV – EXISTING REVENUE CONTROL EQUIPMENT INVENTORY

Item	Quantity
omniQ LPR Cameras	7
Sphere Branded Elka Gate	8
Sphere Terminal (w/QR, HID, Ingenico)	7
Full Color Screen (8" x 11")	7
Intercom Housing	7
+ Commend Intercom	7
Intercom GE300	1
Ingenico Self/4000 Credit Card Reader	7
NEMA Enclosures	3
24 Port POE switches	3
omniQ QLC520 controllers	7
LTE Modem by Data2Go	3

APPENDIX V – SAMPLE PARKING FACILITY MANAGEMENT AGREEMENT



**PARKING FACILITES MANAGEMENT
AGREEMENT**

Between

MBS International Airport Commission

And

DRAFT

August 15, 2024

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

Table of Contents

RECITALS 2

ARTICLE I: SCOPE OF AGREEMENT 2

ARTICLE II: DEFINITIONS 3

ARTICLE III: TERM 4

ARTICLE IV: PREMISES 5

ARTICLE V: RIGHTS GRANTED AND OBLIGATIONS UNDERTAKEN..... 6

ARTICLE VI: FINANCIAL CONSIDERATIONS & OPERATING EXPENSE 7

ARTICLE VII: REVENUE CONTROL AND CAPITAL RESERVE ACCOUNT 10

ARTICLE VIII: PARKING, MANAGEMENT, AND OPERATIONS..... 12

ARTICLE IX: BOOKS, RECORDS, ACCOUNTING, AND AUDIT 16

ARTICLE X: COMMISSION’S DUTIES 17

ARTICLE XI: CONTRACT PERSONNEL..... 18

ARTICLE XII: INDEMNIFICATION AND INSURANCE..... 20

ARTICLE XIII: TERMINATION 21

ARTICLE XIV: ASSIGNMENT OR SUB-CONTRACT..... 22

ARTICLE XV: GENERAL COVENANTS 23

ARTICLE XVI: SUBSEQUENT CONTRACT 26

ATTESTATION 28

EXHIBIT A: SITE PLAN..... 29

EXHIBIT B: PAYMENT SCHEDULE..... 30

EXHIBIT C: APPROVED BUDGET..... 31

EXHIBIT D: MINIMUM INSURANCE REQUIREMENTS..... 32

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2024, by and between the MBS International Airport Commission (COMMISSION) and _____ (OPERATOR), incorporated in the State of _____ and whose corporate address is _____.

RECITALS

WHEREAS the COMMISSION owns and operates the MBS International Airport (AIRPORT); and

WHEREAS the COMMISSION determined it is necessary in the promotion and accommodation of air commerce and air transportation that adequate, economical, courteous, safe, clean, and efficiently operated automobile parking facilities be maintained for the benefit of air travelers, employees, tenants, visitors, contractors, and others; and

WHEREAS the COMMISSION determined that for the benefit of air travelers and others, the COMMISSION will provide and manage parking facilities; and

WHEREAS the COMMISSION determined it is in COMMISSION's best interest to contract with a third-party operator for the management of the parking facilities with sufficient experience and competence in airport parking operations; and

WHEREAS, the COMMISSION has determined that selecting an operator through the competitive Request for Proposals (RFP) process is in the best interest of the COMMISSION; and

WHEREAS the COMMISSION determined that _____ is the successful proposer for the obligation to manage, operate and maintain the short-term public parking lot and the long-term public parking lot as determined by the COMMISSION.

NOW THEREFORE, in consideration for occupancy of the Premises and of the charges, fees, covenants, rights and obligations contained herein, the parties agree to all conditions as follows:

ARTICLE I: SCOPE OF AGREEMENT

The Operator must perform all obligations, conduct all activities, and comply with all statements and representations made in its response to the Request for Proposals (RFP), including any refinement submitted in response to the COMMISSION's solicitation of competitive proposals for the rights granted under this Agreement, as finally accepted by the COMMISSION. This includes all documents generated in the solicitation, competition and award of this Agreement, including but not limited to: the Request for Statement of Qualifications, Instructions to Proposers, the Proposal, responses to the specific evaluation criteria and all Policies and Procedures Manuals, Schedules, Action Plans, Programs and all other documentation required in this Agreement, along with any supporting documentation, which are incorporated by reference and adopted as though set forth herein. In the event of conflicts within the documents, the Terms of this Agreement shall apply.

ARTICLE II: DEFINITIONS

The following definitions apply for this Agreement:

- A. Airport Parking Service: The activity of providing vehicle parking for MBS International Airport employees, contractors, visitors, the traveling public, and other customers doing business at the MBS International Airport.
- B. Airport: The real property and facilities of the MBS International Airport, as they exist on the date of the commencement of this Agreement, as may be altered from time to time. The real property and facilities of the MBS International Airport are shown in Exhibit A, attached to and made a part of this Agreement.
- C. Automobile: A wheeled, self-propelled vehicle in which any person or property may be licensed for use upon a public road or highway.
- D. Airport Director: The senior executive manager or designee of the Commission. This term may be used interchangeably with the term "COMMISSION" in executing provisions of this contract unless specifically excluded.
- E. Disadvantaged Business Enterprise (DBE): A business certified by the Michigan Department of Transportation as a disadvantaged business enterprise as defined in 49 CFR, Part 23.
- F. Effective Date: The contract is effective on January 1, 2025.
- G. Fiscal Year: The COMMISSION's fiscal year that currently begins on January 1st and ends December 31st of any given year.
- H. Gross Revenues:
 - 1. The term "Gross Revenues" includes the following:
 - a. All Operator sales for either cash, checks, or credit payments for parking, lost ticket charges, or any other fees collected from users of the facilities, for which the applicable fees are collected or should have been collected, except those exclusions identified in this Agreement, from any business conducted in whole or in part on the Airport or under the rights granted in this Agreement. The operator is responsible for reporting and remitting to the COMMISSION the full value of the fees due and payable as determined by the parking management control system. Any shortfall between the reported amount due and the actual deposit will be the responsibility of the Operator to pay. Any complementary parking granted by the Operator without the prior written approval of the Airport Director shall be paid for by the Operator upon demand by COMMISSION.
 - b. Revenues for all services performed in, on, or through the business, including electronic commerce, advertising, or vehicle impounds conducted under this Agreement shall be remitted in their entirety to the COMMISSION. This includes all other income and proceeds from or incidental to any business conducted in whole or in part in, on, or in connection with the rights granted under this Agreement.
 - 2. The Operator will not deduct from Gross Revenues any franchise, capital stock, income,

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

or similar tax based on income or profits, sales tax, and authorized validated parking ticket revenues. The COMMISSION will not reduce the amount of the Operator's Gross Revenues that results from any rebate or credit, in any form, allowed to clients without the prior written consent of the Airport Director.

- I. Management Fee: The agreed to non-direct cost reimbursement fee that is paid to the Operator as compensation for managing and operating the Parking Facilities.
- J. Office and Ancillary Space: Space within the Parking Facilities the COMMISSION provides the Operator under this Agreement at no charge for use in support of the management of the Parking Facilities. Any space required in addition to the space identified in the Parking Facilities will be assessed rent at the applicable rate.
- K. Operations Manual: Written instructions, rules, and conditions detailing operation and management of the Parking Facilities required under Article VIII (PARKING MANAGEMENT AND OPERATIONS) as may be amended from time to time and made part of this Agreement.
- L. Parking Facilities: Those areas shown on Exhibit A, attached to and made a part of this Agreement, including any adjustments or expansions thereof as may be designated by the COMMISSION for vehicle parking to meet the demands of air travelers, employees, contractors, vendors, tenants, visitors, and others; together with gate arms and the associated equipment, software and hardware, bumpers, guards, signs, ticket booths, and any improvements related to or connected with the operation and management of the identified parking area.
- M. Premises: This term includes all areas identified in Exhibits A, including the toll booth, public parking facilities, tenant lots, and/or the other areas designated by the COMMISSION during the Agreement Term for Operator's use and benefit which may be amended from time to time.
- N. Revenue Control System: The existing and any future computer and software-based access control system which may be provided to the Operator by the COMMISSION or funded by the Operator under the terms of this Agreement, including, but not limited to, ticket dispensing machines, entrance and exit gate equipment, revenue collection devices, electronic cash registers, intercoms, radios, and revenue accounting and reporting hardware and software.

ARTICLE III: TERM

- A. This Agreement is effective on January 1, 2025. The COMMISSION grants the Operator the rights listed in Article V (RIGHTS GRANTED AND OBLIGATIONS UNDERTAKEN) for a term of five (5) years terminating on December 31, 2029, unless terminated earlier as called for in this Agreement.
- B. The COMMISSION, upon mutual agreement by the parties, may extend this Agreement for one (1) three (3) year Option period year beyond the end of the Base Term.

No earlier than three hundred sixty-five (365) days prior to the expiration of the Base Term, the Operator may request an extension of this Agreement subject to the mutual agreement of the COMMISSION. Any such Option Term Agreement must be executed a minimum of one hundred eighty (180) days prior to the expiration of the Base Term. If the Option term is not executed in the timeframe identified, the Option Term will terminate, and the Agreement will terminate at the end of the Base Term.

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

- C. If the Agreement is extended as outlined above, the Operator agrees to perform the Option Term in accordance with the terms and conditions herein, as may be modified with regard to financial consideration as agreed to by the parties and without further negotiation of the remaining terms and conditions of the Agreement.
- D. In order to avoid an interruption of service to the public or revenues to the COMMISSION, and to facilitate the fair and orderly selection of, and transition to, any successor Operator, by written notice to the Operator, not less than one hundred twenty (120) days before the end of the Base Term or Option Term, if executed, the COMMISSION may require the Operator to continue to operate the Parking Facilities as set forth in this Agreement beyond the end of the Base Term (if the Option Term is not executed) under this Article III (TERM), Section C above or the Option Term. This "holding over" term will extend on a month-to-month basis. The management fee and terms and conditions will be the same as the Base Term, prorated on a daily basis and paid monthly. COMMISSION will give thirty (30) days written notice of cancellation of partial term.

ARTICLE IV: PREMISES

- A. The COMMISSION will deliver the Premises, as defined above, to the Operator on the Effective Date of this Agreement. The Operator accepts the Premises in their present condition and "as is/ where is." The Operator acknowledges that the COMMISSION's obligation is limited to initially making the Premises identified in Exhibit A available to the Operator for its use.
- B. The COMMISSION reserves the right to add additional or modify existing surface parking areas to accommodate parking requirements at the Airport. The COMMISSION reserves the right to reconfigure, delete, or add public or tenant parking areas to be managed and operated by the Operator and adjust the contract proportionately when considering the adjusted number of positions as it relates to the total number identified in the original contract if the total number of stalls is adjusted by ten percent (10%) or more. No adjustments shall be made for interim changes as a result of construction or other infrastructure improvements. Such rights may be exercised by the COMMISSION at any time during the Base Term or the Option Term (if exercised) of this Agreement by giving the Operator no less than ninety (90) days' written notice of the COMMISSION's intention.
 - 1. The COMMISSION, by its officers, employees, agents, representatives, and contractors, has the right of access to the Premises at all times for the purpose of revising the automobile parking spaces, changing or rearranging the entrances and exits, using--temporarily or permanently--such portions necessary for making improvements and repairs to the Premises and other Airport facilities; and for the installation of improvements, service roads, or other facilities necessary for the operation and maintenance of the passenger terminal area or the vehicle parking areas.
 - 2. The COMMISSION agrees that if any additional personnel, equipment, or supplies are necessary for expanded parking areas, such items will be proposed to the COMMISSION via a proposed written amendment and approved in writing by the Airport Director prior to budget submission and implementation.
 - 3. The COMMISSION agrees that by executing this agreement the Operator is not precluded from submitting a bid proposal for any alterations or construction of any future parking areas.

ARTICLE V: RIGHTS GRANTED AND OBLIGATIONS UNDERTAKEN

The COMMISSION grants the Operator the authority to exercise the following rights subject to the obligations under this Agreement:

A. Operator Rights and Obligations:

The right and obligation, under the terms of this Agreement and subject to direction by the COMMISSION, to manage and operate the Premises in an efficient manner, to ensure quality service and effective control, and to use the office in connection with the management and operation of the MBS International Airport Premises only. These rights and obligations are to be performed in an efficient manner to ensure quality service and effective revenue control. These rights do not entitle the Operator to collect any revenues related to parking areas not included with the Premises that are designated by the COMMISSION for parking operations or to create or develop new parking areas or facilities. Although these obligations will not diminish during the Base Term and Option Term, if exercised, the specific areas to which they apply may, in the COMMISSION's sole discretion, diminish or expand as provided for in this Agreement with an appropriate increase or decrease in the then current budget.

B. General Rights:

1. The right of ingress and egress and to occupy the Premises by the Operator, its officers, contractors, suppliers, service personnel, guests, patrons, and invitees for the specific purposes set forth herein, subject to the Airport's regulations and policies.
2. The right to limit any subcontract or joint venture role in the administration of the contract, subject to prior written consent of the COMMISSION. Such subcontract or joint venture Agreement must require, at a minimum, strict compliance with the provisions of this Agreement. The Operator agrees that it is responsible for the operational and financial performance of its subcontractors and joint venture partners under this Agreement. The Operator agrees to initiate and take all corrective action should a subcontractor or joint venture partner fail to comply with its contract with the Operator or any provision of this Agreement. The failure of a subcontractor or joint venture partner to comply with the provisions of this Agreement shall constitute default by the Operator under this Agreement entitling the COMMISSION to terminate in accordance with the provisions herein.

C. Reservations and Prohibitions:

1. The Operator will not sell any service or product not described in this Agreement without the advance written consent of the COMMISSION which shall be granted at the sole discretion of the COMMISSION.
2. The operator will not operate or have any interest in any off-airport parking facility that competes with the Airport Parking Facilities. Failure to adhere to this restriction shall be considered an element of default with the remedies due to the COMMISSION as called for in this Agreement.

ARTICLE VI: FINANCIAL CONSIDERATIONS & OPERATING EXPENSE

A. Management Fee: As compensation for managing and operating the Parking Facilities, the COMMISSION will pay the Operator an annual management fee payable monthly. The monthly management fee shall be based on the annual management fee submitted in the Operator's Proposal for each term year and as prorated for each month in Exhibit B, hereto attached and made part of this agreement. The monthly management fee will be reduced by any charge or liquidated damages stipulated in this Agreement and assessed by the COMMISSION. The COMMISSION will pay the net monthly fee within twenty-one (21) calendar days following receipt of the Monthly Activity Report for the month in which services are rendered.

B. Operating Expense Reimbursement Report: By July 1st of each year during the Term of this Agreement, Operator shall submit to the Airport Director a detailed budget for the fiscal year. COMMISSION shall have ninety (90) days to review and approve in writing the authorized budget for the year. The Operator will be authorized to pay all expenses as approved in the Budget connected with the management of the Parking Facilities as called for in this Agreement when due. Expenses in excess of the approved budgeted amount will not be reimbursable without the prior written consent of the Airport Director. The Operator will submit a written report to the COMMISSION by the tenth (10th) day of the month following the month in which services are performed and payments made listing all expenses previously authorized in accordance with Sections C and D of this Article that were incurred and paid in the operation of the Parking Facilities. The COMMISSION will process reimbursements and pay approved expenses within thirty (30) days after the COMMISSION receives the invoice. The COMMISSION reserves the right to dispute and exclude from the payment any expenses that the COMMISSION believes are not authorized under this Agreement. The parties will resolve any disputes in an expedited manner and the COMMISSION will pay an interest rate equal to the highest rate allowed by the Commission on delinquent payments not under dispute once COMMISSION has received written notification of delinquent payment and COMMISSION has not remedied delinquent payment within thirty (30) days of notification.

C. Annual Budgets:

1. Annual Operating Budget: The Operator will prepare and submit for written approval a detailed operating budget on or before July 1st for the following Fiscal Year for each succeeding year under Term of this Agreement covering the Operator's anticipated Parking Facilities operating expenses including those listed under Article VIII (PARKING MANAGEMENT AND OPERATIONS) for the period.

The Annual Operating Budget will include all eligible direct expenses the Operator seeks authorization for, and the Management Fee as proposed in the Proposal for the normal operation of the management of the Parking Facilities and will be based on staffing levels approved by the COMMISSION. The Operator will submit a staffing plan for COMMISSION approval with each annual budget. (See Exhibit C attached to this Agreement, for a sample format.) The COMMISSION reserves the right to amend any approved staffing plan and hours of staffing at its sole discretion with thirty (30) days written notice to the Operator. For the first year of the Agreement, the parties will finalize the budget for the initial year no later than December 1, 2024.

2. The Annual Operating Budget shall include all direct operating expenses required under the terms of this Agreement to operate the parking program according to the specifications provided. Operator shall specifically identify the following additional items, which the Operator will provide at its direct cost:

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

- a. All licenses, permits, fees, and business taxes necessary to conduct business.
- b. Headquarters (Operator's home office) costs and expenses of legal, bookkeeping, executive personnel, and company officials.
- c. The cost of insurance and bond coverage (excluding Worker's Compensation insurance and insurance costs for surveillance personnel) required by this Agreement, including insurance deductibles.
- d. Travel and direct travel related expenses for employees authorized under this Agreement.

The following costs shall be EXCLUDED from any reimbursement from the COMMISSION and shall be at the sole cost of the Operator:

- a. The cost of repairs for damage caused by the acts or omissions of the Operator or its employees shall be at the sole cost of the Operator.
- b. Professional memberships for the Operator or its employees.
- c. Funds needed to establish a cashier's change bank.
- d. Charitable or political contributions.
- e. Amounts due to the COMMISSION because of cashier shortages or lost, stolen, or unaccounted for funds.
- f. NSF check and IOU amounts resulting from failure to use proper procedures.
- g. Any liquidated damages allowed to the COMMISSION under this Agreement.

D. Tracking and Penalties:

1. The Operator will maintain tickets, reports, and other source documents in writing to standards approved by the COMMISSION and contained in the Operations Manual. The COMMISSION has the right to audit operations during the Base Term and the Option Term, if executed, as well as any holdover period of this Agreement and for a period of two (2) years following the termination of the Agreement as called for herein. If the COMMISSION finds that the Operator has not complied with the terms of this Agreement and any approved operating standards and such failures are not remedied following written notice and a cure period not to exceed ten (10) calendar days as provided for herein, the Operator will pay liquidated damages of fifty dollars (\$50.00) per day, for the first three calendar days, each day it takes to bring the records into compliance. After the first three (3) calendar days of noncompliance, the Operator will pay liquidated damages of two hundred fifty dollars (\$250.00) per day for each day it takes to bring the records into compliance. If at the end of the fifth (5th) calendar day, the source document cannot be located, it will be declared lost. The total cost for a lost source document will be the sum of the five-day liquidated damages; six hundred fifty dollars (\$650). Neither the assessment by the COMMISSION nor the Payment by the Operator of liquidated damages will release the Operator from the full actual damages to the COMMISSION for any failure to maintain required documentation. Liquidated Damages are due and payable upon demand and failure to pay shall be considered a default under this Agreement. Liquidated damage assessments will be due and payable upon demand.
2. The Operator will pay the COMMISSION any monies lost due to negligence, audit adjustments, theft, or unaccounted for tickets, as addressed in Subsection 3 below. Additionally, the Operator will pay interest as called for in this Agreement on these amounts from the time they are due until the time they are collected. The interest charged will be the then-current legal rate established for post-judgment interest allowed by the Commission.

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

3. The Operator will pay the COMMISSION the prevailing 24-hour charge for public parking in the short-term lot, for each unaccounted-for ticket over 0.1 percent (.001 times the total number of tickets issued) of the total tickets issued each month. Unaccounted-for tickets are defined as the difference between the actual vehicle count taken, plus the tickets issued, minus the tickets collected, and the actual following day's vehicle count.
4. The Operator will conduct a physical inventory of all vehicles in the public and tenant Premises each night, beginning after midnight. A report of such an inventory will be sent electronically no later than 6:00 a.m. local time each day. The COMMISSION may assess and, if assessed, the Operator will pay liquidated damages of one hundred dollars (\$100.00) per day for each day such inventories are incomplete or are not taken, unless the inventory requirement is waived in writing in advance by the Airport Director or if such failure is not remedied as provided herein. Any waiver will not be construed as a waiver of any subsequent incomplete inventory or failure to inventory. The inventory will be by state, license number, and location by lot of the automobile; and will be used for processing lost ticket transactions, locating "lost" automobiles, and establishing the day's "beginning inventory count." Liquidated damage assessments will be due and payable upon demand.
5. The Operator will pay liquidated damages as provided in this Article for any material violation of this Agreement following written notice and a cure period not to exceed ten (10) calendar days as provided for herein. Without the COMMISSION limiting or waiving any of its other legal or equitable remedies, the COMMISSION shall have the right to assess liquidated damages in an amount not to exceed one hundred dollars (\$100) per day per occurrence for failure to comply with the requirements of Article IX (BOOKS, RECORDS, ACCOUNTING AND AUDIT), and Article XI (PERSONNEL) if not remedied as provided herein. The Operator and the COMMISSION stipulate that if there are three (3) violations and written notices within any twelve (12) month period during the Term of this Agreement, that the COMMISSION reserves the right to terminate this contract without liability with thirty (30) days written notice. The COMMISSION reserves the right to withhold the Liquidated Damages from the Operator's expense reimbursement under Article VI (FINANCIAL CONSIDERATION & OPERATING EXPENSE REIMBURSEMENT) if not paid upon demand or to draw against the Performance Bond. In the event funds are drawn from the Performance Bond, the original amount must be replenished within five (5) days upon written notice of such draw down. Liquidated damage assessments will be due and payable upon demand.
6. Before assessing liquidated damages under this Agreement, the COMMISSION shall provide the Operator with a written notice of the failure to comply with this Agreement that is subject to the assessment of liquidated damages. For the purposes of this Section, the required written notice may be either hand delivered or sent by facsimile/electronic mail to the Operator's on-site manager. If the failure to comply does not pose a safety or liability risk to the COMMISSION, the Airport, the public or employees at the Airport, the Operator will have forty-eight (48) hours upon receipt of notice to remedy the noted violation. If such a violation is not remedied or reasonable action taken to cause such a remedy to the COMMISSION's satisfaction within the forty-eight (48) hour period, or in all cases if the violation poses a safety or liability risk to the COMMISSION, the Airport, the public or employees at the Airport, the Operator shall pay to the COMMISSION liquidated damages from the time the violation began through the time the violation is cured. If the Operator can demonstrate that a violation that does not pose a safety or liability risk as described above cannot be remedied within the forty-eight (48) hour period, the Operator may submit a schedule to remedy the violation with a written request for an extension of time. The written request must be received by the COMMISSION prior to the deadline. The COMMISSION will review the request and, in its reasonable discretion, decide whether to reduce or eliminate liquidated damages during an extended period for cure.

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

E. Procurement Process: The Operator will follow industry “best practices” to ensure receipt of competitive market rates for goods and services eligible for reimbursement within the scope of the existing monthly and annual budget. The competitive process must include soliciting bids from at least three vendors for goods and service in excess of five hundred dollars (\$500.00) for all items approved in the annual authorized budget. Purchases of goods and services that are not budgeted and costing more than five hundred dollars (\$500.00) must have prior written approval of the Airport Director or designee in order to qualify for reimbursement. Supporting documentation of the solicitation of competitive prices and receipts for all purchases of over \$500.00 will be kept by the Operator in accordance with the requirements in Article IX (BOOKS, RECORDS, ACCOUNTING AND AUDIT) for a period of two (2) years following the completion of the Agreement.

F. Reimbursement Limitations: Cumulative annual reimbursements of expenses for equipment, supplies, and services will not exceed the COMMISSION approved annual authorized budget for each category of equipment, supplies, and services unless prior written approval is received from the COMMISSION. Operator assumes liability for all expenses in excess of the approved budget.

G. Subsidies and Grants: Any subsidy or monetary grant the Operator receives from a government agency for participating in a government-sponsored program for persons employed by the Operator or programs operated in conjunction with this Agreement will be deducted from the annual budget and not eligible for reimbursement.

H. Supporting Documentation: The COMMISSION has the right to request data from the Operator to support and budget item(s) and to require modifications to the budget. Upon written approval from the COMMISSION, a budget will be considered adopted. The COMMISSION reserves the right to adjust approved budgets at its sole discretion at any time during the contract year.

ARTICLE VII: REVENUE CONTROL AND CAPITAL RESERVE ACCOUNT

Initially, the COMMISSION will provide, and the Operator will maintain cashier's booths, necessary entrance and exit gate equipment, ticket dispensers, gates, automobile detection and counting equipment, cash registers, a revenue control management system for assessing and collecting fees, and indicators required for the effective management of the Parking Facilities in an “as is, where is” condition. Maintenance for the items listed in this paragraph will be provided by the Operator.

A. Upon execution of this Agreement, the Operator will be required to deposit with the COMMISSION, payment in the amount of twenty-five thousand dollars (\$25,000) which will be used for capital investment for improvements associated with the administration of this contract. COMMISSION shall have the right to use such funds for any capital improvement it deems appropriate. Operator will be allowed to amortize this payment over a five (5) year term on a straight-line amortization. If the contract is cancelled as a result of a default provision as called for in the Agreement, no reimbursement of remaining book value will be made, and Contractor forfeits the full investment amount (improvements and any remaining cash value) to the Commission. Prior to purchase and installation of any improvement funded through this capital investment contribution, the Operator will submit the proposed improvements to the Airport Director, including all competitive bids, for written approval and procurement. At the end of the Base Term or Option Term, if exercised, ownership of improvements will revert to the COMMISSION. The Operator shall maintain the improvements, including preventive maintenance and corrective maintenance, in accordance with the manufacturer's recommended maintenance program. Authorized maintenance costs shall be reimbursed with approved monthly expenses in accordance with Article VI (FINANACIAL CONSIDERATION & OPERATING EXPENSE REIMBURSEMENT) of this Agreement.

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

- B. General: Gross Revenues from the operation of the Parking Facilities and any other services offered in conjunction with this Agreement are public funds of the COMMISSION's Airport revenue Fund and will be held in trust by the Operator, segregated from the Operator's non-trust funds, while the funds are in the Operator's custody and control and deposited into COMMISSION funds as called for in this Agreement. If any Gross Revenue is lost, stolen, unaccounted for, or otherwise unlawfully removed from the custody and control of the Operator, the Operator remains responsible for the revenue, and will deposit a like sum of monies in an account designated by the COMMISSION within forty-eight (48) hours after discovery of such loss, theft, or unlawful removal. If the loss, theft, or unlawful removal is insured or otherwise secured by the Operator, any payment made to the COMMISSION by the insurance company, bonding company, or other, will be reimbursed to the Operator.
- C. Collection and Deposit of Revenue: Operator will be responsible for providing daily cash requirements for making change for the customer and the cash balance must be reconciled daily. Following termination of the Agreement as called for herein, all cash will revert to the Operator. The Operator will collect, hold in trust for the COMMISSION, account for, and deposit all Gross Revenues derived from the operation of the Parking Facilities under this Agreement. Deposits will be made daily to the bank account designated in writing by the COMMISSION. Arrangements for deposits, including the use of bonded armored transport if required, will be subject to the prior written approval of the COMMISSION. All deposits will be credited to the MBS International Airport Revenue Fund. The Operator will submit payments and deposits free from any claim, demand, setoff, or counterclaim of any kind against the COMMISSION. The COMMISSION will share all necessary account deposit, credit card account and verification records with the Operator to allow for appropriate checks and balances of the parking revenue.
- D. Rate Policy: The Operator will charge users of the Parking Facilities only the rates established in writing by the COMMISSION and will permit complimentary use of parking spaces only as may be authorized in writing by the Airport Director. In the event Operator provides complimentary use of any Parking Facilities under its control and management, Operator shall be responsible for providing the lost revenue to the COMMISSION and it shall not be eligible for reimbursement. The COMMISSION may revise the parking rates at any time during the term or any extensions of the term of this Agreement and will give written notice to the Operator of any such change along with the effective date of the change. If Operator fails to implement any such rate adjustments as advised in writing, Operator shall be solely responsible for reimbursing the COMMISSION for the difference between the actual revenue received and the projected revenue based on the amended fee schedule. Payment will be due and payable upon demand.
- E. Cash Overages and Shortages: If the Operator charges any user a price in excess of the established rate, the amount by which the actual charge exceeds the established rate will constitute a cash overage which will be returned to the user, where possible. If it is not possible to return overages to the user, upon realization of such, and subsequent to a demonstration of a good faith effort to perform such, any overage will be due the COMMISSION and included within the next scheduled deposit and identified as an unreturnable overage.
1. If the Operator charges any user a price which is less than the established schedule of rates, the amount by which the actual charge is less than the established rate schedule, unless proven to be a mechanical or software error of the revenue control system, it will constitute a cash shortage. Any shortage will be identified as a shortage on the cashier's report form.
 2. Each day, the Operator will account for and report the total overages and/or shortages for the last 24-hour period. At the end of each calendar month, the Operator will calculate the month's net cash

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

overages and shortages. The daily net figures for overages and shortages may offset each other; however, if there is a net monthly deficit due to shortages, the Operator will deposit the difference due and payable upon demand. If, in the COMMISSION's sole discretion, there are unreasonable shortages on a daily basis, the COMMISSION may make the Operator responsible for the shortages and take any other action deemed necessary. If the COMMISSION decides the Operator is responsible for the amount of any shortage, the shortage will not be reimbursed to the Operator.

3. Further, overages and shortages will not offset each other at any time except on the above-mentioned basis. The monthly figures will not be netted annually.
- F. In the event there is a default of any obligation contained within this Article attributable to Operator's employee(s) assigned to the Airport, the Commission shall notify Operator in writing of the default within a reasonable period of discovering the default. Operator shall have ten (10) calendar days to cure or contract to cure the default. If the Operator fails to cure the default, the Commission shall have the right to either cure the default and charge the cost of the cure plus a fifteen percent (15%) administrative fee and/or terminate this Agreement at the COMMISSION's sole discretion. However, if the default is attributable to Operator's corporate malfeasance, such as a misappropriation of funds, then the Commission shall have the right to immediately terminate the Agreement with no recourse by Operator. Nothing in this provision shall be construed as a waiver of the Commission's right to pursue any legal or equitable remedies available at law or as provided in Article XIII ("Termination").

ARTICLE VIII: PARKING, MANAGEMENT, AND OPERATIONS

The Operator will do the following:

- A. Quality of Service: In the performance of its service at the Airport, the Operator will maintain a high degree and standard of professionalism. In particular, the Operator will comply strictly with the following conditions and requirements:
 1. Operate the Parking Facilities in accordance with the highest standards and practices of the automobile parking trade in the region;
 2. Conduct its operations in a quiet, orderly, and courteous manner, so as not to annoy, disturb, or offend customers, users, employees, or tenants of the Airport;
 3. Provide and maintain sufficient materials, supplies, merchandise, and equipment to ensure a high standard of parking service;
 4. Maintain the Parking Facilities in operation and open for service twenty-four (24) hours every day, seven (7) days per week including all holidays.
- B. Automobile Impoundment: The Operator will report monthly to the Airport Director any vehicle which should be considered for impoundment. The Operator will not impound any vehicle without the prior written consent of the Airport Director. If the Operator impounds or has removed any vehicle without the written approval of the Airport Director, Operator shall be solely liable for all damages and claims made by the owner. If approved by the Airport Director, the Operator will perform the following:
 1. Initiate the appropriate action, as described in the Operations Manual, leading to the impoundment of an automobile as soon as the automobile exceeds the maximum length of stay (30 days), the automobile leaks fluids, or the automobile is in an unsafe condition (i.e. broken windows, etc.).

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

The Operator will be responsible for action taken or arrangements made in connection with the impoundment of automobiles, assume all liability associated with the removal, and coordinate any impoundment with Airport Operations.

2. Follow all applicable statutes, laws, and ordinances regarding the impoundment and removal of automobiles. The Operator will be fair, reasonable, and nondiscriminatory when dealing with the impoundment of automobiles.
3. Advise the Airport Director immediately in writing of the location of the impound lot to which vehicle has been removed.

C. Maintenance and Operations: The responsibilities outlined in this Section apply to all areas of the Parking Facilities, unless an area is specifically exempted herein. Specifically, but not by way of limitation, the Operator shall provide for the maintenance and operation functions described as follows:

1. General Operations:

- a. Each automobile entering the Parking Facilities will be charged for parking space use at the then current applicable rate, except when directed in writing by the Airport Director. Individuals or automobiles entitled to free parking will be identified in a manner and method agreed by both parties and will not be charged for using the Parking Facilities.
- b. The Operator will safeguard all equipment and furnishings provided by the COMMISSION and return them to the COMMISSION in good working condition, normal wear and tear excepted, upon termination of this Agreement. If damage or destruction to equipment is caused by the Operator's acts or omissions, the Operator will bear all direct and indirect costs of repair or replacement. Such costs incurred by the Operator are not reimbursable under this Agreement and are due and payable upon demand.
- c. The Operator will replace any burned out light bulbs in the toll booth. The COMMISSION will replace all light bulbs that are intended to provide public lighting in the surface lots and lighting bollards. The Operator will notify the COMMISSION of any damaged light poles, fixtures and burned-out ballasts in the assigned areas. The disposal of light bulbs will be coordinated with the Airport Maintenance.
- d. The Operator will respond to an emergency situation by following adopted emergency procedures as directed by the COMMISSION. If any emergency arises for which there is no written procedure, the Operator will exercise the judgment of a prudent parking facility operator, keeping in mind the best interest of the COMMISSION and the public. Subsequent to the exercise of judgment due to an emergency, the Operator shall immediately notify the Airport Director verbally and follow up in writing of the nature of the emergency and judgment. Subsequent to the notice, the Operator will endeavor to work with the COMMISSION to create a standard operating procedure for similar future instances.
- e. The Operator will inspect the Parking Facilities on an agreed to schedule and inform the COMMISSION in writing in a timely manner of any needed maintenance or repairs required on the Parking Facilities for which the COMMISSION is responsible.
- f. The Operator will notify the COMMISSION in writing prior to applying for any government subsidy or money grant related to the Operator's management or operation of the Parking Facilities.

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

- g. This Agreement neither grants the Operator the right to provide or perform any other business or commercial activity at the Airport or related business off Airport that competes with the on Airport contract nor does it grant the Operator the right to use the trademarks, symbols, trade names or name of the Airport, either directly or indirectly, in connection with any production, promotion service or publication without the prior written consent of the COMMISSION.
2. Maintenance and Repair: Any expenses anticipated in order to comply with the provisions of this Section shall be included in the Operator's annual budget submission.
- a. The Premises will be maintained in a clean, safe, sanitary condition, free from any accumulation of rubbish, litter, debris or garbage by providing janitorial, cleaning and trash removal for the assigned office space, and storage areas of the parking facilities. Areas will be cleaned on a daily frequency commensurate with traffic and assigned functions. Rubbish will be disposed of in a clean and sanitary manner by placing in approved containers at locations designated by the COMMISSION. The Operator will have use of the existing trash receptacles and will provide an adequate quantity of additional, or replacement trash receptacles as needed for all surface parking areas and as agreed to by the COMMISSION. The containers must be approved in writing by the Airport Director prior to purchase to ensure uniformity throughout the Airport.
- b. The Operator will use its best efforts to keep all structures occupied by the Operator on the Premises free from rodent infestations. Where rodents are found, Operator will notify the COMMISSION immediately and COMMISSION will promptly request extermination services be performed by approved processes that will not be injurious to human health. After treatment, proper precautions will be taken to keep future re-infestations. In the event infestation is caused by the negligence of the Operator, the cost of treating the infestation will be charged to the Operator and due and payable upon demand.
- c. The Operator will replace any burned out light bulbs in the toll booth. The COMMISSION will replace all light bulbs that are intended to provide public lighting in the surface lots and lighting bollards. The Operator will notify the COMMISSION of any damaged light poles, fixtures and burned-out ballasts in the assigned areas. The disposal of light bulbs will be coordinated with the Airport Maintenance.
- d. The Commission will maintain and replace, when necessary, a communication system to enable communications between the parking contractor and dispatch.
- e. The Operator shall immediately report to the COMMISSION any structural damage in the Premises.
- f. The COMMISSION will provide for a telephone system in the toll booth and any other communication system necessary to perform the obligations of this Agreement. The telephone service will include any local connections required to perform the tasks identified in this Agreement, such as credit/debit card processing, and the operation of the revenue control system and any other computer services used by the Operator. The Operator shall pay for long distance charges assigned to the Operator's system due and payable upon demand.
- g. The right to construct and install fixtures, equipment, and other improvements necessary to manage the Parking Facilities as authorized and required under this Agreement is subject to prior written approval by the Airport Director.

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

3. Toll Booth, Exit Plazas, and Equipment: Any expenses anticipated in order to comply with the provisions of this Section shall be included in the Operator's annual budget submission.
 - a. The Operator is responsible for maintaining the interior surface coating and paint of the toll booth made available for the Operator's use in this agreement.
 - b. The Operator is responsible for maintaining, repairing, and replacing all light bulbs, fixtures and lamps in the toll booth, excluding the electrical systems as indicated herein as a COMMISSION responsibility.
 - c. The Operator is responsible for providing, maintaining, repairing and replacing any appliances (microwaves, refrigerators, stoves, etc.) approved by the COMMISSION in the toll booth as needed. Appliances provided are not eligible for reimbursement.
 - d. The COMMISSION is responsible for maintaining, repairing and replacing all locks for the toll booth as needed.
 - e. The Operator will immediately report any problems or potential problems with the HVAC, plumbing or electrical systems to the COMMISSION in their assigned Premises.
 - f. The Operator will ensure continuous operation of all entrance and exit equipment. The Operator will maintain personnel levels necessary to ensure sufficient service levels to exiting passengers. The details of the personnel requirements will be described in the Operations Manual. In the event of a malfunction of the automated equipment, Operator shall manually staff all positions and process customers to the best of its ability.
- D. Operations Manual: The COMMISSION reserves the right to amend the Operations Manual submitted by the Operator with its Proposal at its sole discretion throughout the Agreement Term, provided that any unilateral changes will not modify this Agreement or cause the operator to incur expenses not reimbursed by the COMMISSION. The COMMISSION has the right to approve, reject, or modify any Operations Manual to be used in connection with the revenue control system or the day-to-day operations for the Parking Facilities. It is intended to be a dynamic document, reviewed and revised regularly to reflect changing situations. The Operator will operate the Parking Facilities according to this Agreement and the Operations Manual approved by the COMMISSION and shall keep an updated copy in the manager's office of the Operator.
 1. The Operations Manual shall include, at a minimum, the following:
 - Hours of Operations
 - General Operating and Management Policies
 - Customer Service Policies
 - Cash Control, Accounting, and Audit Procedures
 - Lost Ticket Procedures
 - Employee Job Descriptions
 - Employee Training Guide
 - Employee Schedules
 - Emergency Procedures
 - Manager's Office Location, Cellular and Home Phone Number
 - Company Personnel Policies
 - Procedures to Address Customer Claims for Bodily Injury or Property Damage

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

2. The Airport Director shall have the sole discretion to determine the Operator's compliance with any Operations Manual used. If there are any inconsistencies between the Operations Manual and this Agreement, the provisions of this Agreement govern unless agreed to in writing by the Airport Director.
- E. Health and Safety: The Operator is responsible for reporting all health and safety issues to the Airport affecting its operation and/or that comes to its attention.

ARTICLE IX: BOOKS, RECORDS, ACCOUNTING, AND AUDIT

- A. Maintenance of Books and Records: The Operator will keep full and accurate books and records which show all Gross Revenues and all costs of operation of the Parking Facilities. All books and records will be kept in accordance with generally accepted accounting principles, acceptable to the COMMISSION, and in accordance with the Operations Manual approved by the COMMISSION in a location agreed to by the COMMISSION. The Operator's books and records must, in the determination of the COMMISSION, enable the Operator to accurately report, and the COMMISSION to easily check, payments due to the COMMISSION under this Agreement. The maintenance of books and records described in this Article shall be reimbursed by the COMMISSION and shall be included in the proposed annual budget submitted by the Operator.
1. As used in this Agreement, "books and records" include, without limitation, general ledgers, revenue journals, register tapes, cashier reports, ticket stock, daily or periodic summary reports, daily and monthly reports, bank deposit slips, bank statements, credit/debit card service statements, tax reports to federal, COMMISSION and local agencies and contractual Agreements with third parties (including subcontractors and joint venture partners) on the Airport that contract for services with the Operator. The COMMISSION, or its designee(s), shall have access to the above referenced records at all times regardless of the media in which the information is stored.
 2. The Operator will keep and maintain records in a separate set of books devoted exclusively to the Operator's operations at the MBS International Airport. Such books, ledgers, journals, accounts, and records will contain all entries reflecting the Operator's business transacted under this Agreement. All such books, ledgers, journals, accounts, and records will be, and remain, the property of the COMMISSION and will be open to inspection by the COMMISSION within three (3) working days upon demand. The operator shall retain all "books and records" in accordance with applicable Michigan record retention laws, which may be amended from time to time.
 3. The Operator will maintain all source documents including, but not limited to used/voided parking tickets, cash register tapes, cashier and daily reports, deposit slips, and automobile inventories at a location approved by the Airport and in the manner determined by the COMMISSION.
 4. The entire Operator's "books and records" required by this article must be submitted in terms of United States of America currency. Operator will deposit into COMMISSION's account all revenue received including foreign currency and the Commission will make any necessary currency conversions. The COMMISSION will report back to the Operator the amount in United States of America currency once any required exchange is performed to allow accurate accounting of revenues.
- B. Reports:

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

1. Daily: On the 1st business day following the day of deposit, the Operator must submit to the COMMISSION a reconciliation of Gross Receipts Report. Required information and format will be approved by the COMMISSION.
 2. Monthly: The Operator must submit to the COMMISSION the following monthly reports by the 10th day of each month:
 - a. Activity Report: A Monthly Activity Report shall be submitted within ten (10) calendar days following the end of the month signed by the authorized representative of the Operator of all Gross Revenues collected during the preceding calendar month. Each report must reflect the total revenue generated by the Parking Facilities, as well as revenue generated by each lot. This report will include a summary of operating expenses for both the Parking Facilities and an invoice for the amount to be reimbursed. The summary report will be accompanied by evidence of disbursements, as well as invoices including receipts for petty cash. The certified activity report will include credit for employee benefits collected from the COMMISSION but not paid to the employee because the employee was terminated prior to being eligible for benefits.
 - b. Parking Activity Report: A summary of parking activity for the preceding month. The parking activity report will include monthly validations and total amount, lost tickets and total amount, number of free parking activities, refunds, and number of automobiles exiting each lot by the following categories: free, hourly, daily, other, tenant, and total. The COMMISSION reserves the right to adjust the information required in the Activity Report.
 3. Annually: Within sixty (60) days after the end of each fiscal year, the Operator will submit an audited Annual Report reflecting all of the Operator's business in connection with the operation of the Parking Facilities. The report will be prepared by an independent Certified Public Accountant. The cost of the audit shall be submitted as a cost in the annual budget and will be a reimbursable expense provided it is within the budgeted allowance unless prior written approval is obtained from the Airport Director.
- C. Additional Information: In addition to the reports and records specifically required by this Article, the Operator will provide to the COMMISSION any other financial or statistical reports that the COMMISSION may require during the Agreement Term and summarized in Exhibit ____ hereto attached and made part of this agreement.
- D. Audit: The Operator's books and records must enable the Operator to accurately report, and the COMMISSION to easily verify revenues due the COMMISSION and expenses to be reimbursed by the COMMISSION. All books, ledgers, journals, accounts, and records will be open for examination, audit, and copying by the COMMISSION, during ordinary business hours. Unless specifically authorized by the COMMISSION, the Operator will keep all such books, records, and supporting data at the Airport. If the Operator has approval to keep certain records at a location outside the area, the COMMISSION will have the option of either having the necessary books and records transported to a location on the Airport for examination, audit, or copying and delivering the records to the COMMISSION. The COMMISSION reserves the right to conduct an audit at any time through the Base Term and the Option Term, if exercised.

ARTICLE X: COMMISSION'S DUTIES

The COMMISSION will do the following:

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

- A. Provide and maintain in good order and condition all drainage and lighting fixtures and furnish electricity for lighting of parking lots facilities.
- B. Maintain the parking lot surfaces (including painting and striping), the parking facilities, perimeter fencing, chains and bollards, landscaping, and other fixed facilities necessary to the parking operation.
- C. Maintain the surface area pedestrian walkways, curbs, and landscaping within the Premises as identified in Exhibit A.
- D. Sweep the surface lots and sidewalks.
- E. Remove and dispose of grease, oil drippings, stains, spills, and other foreign deposits.
- F. Clean and maintain the drainage areas.
- G. Provide and repair the signage in the parking areas except for signage relating to the pricing.
- H. Sealing and patching the parking areas, and maintaining and repairing curbs, sidewalks, asphalt and concrete in the parking areas.
- I. Provide office space at the Airport for use by the Operator as identified in Exhibit A.
- J. Approve all parking tickets for use in the Parking Facilities as deemed necessary by the Airport Director. The Operator will use no other tickets except as approved by the COMMISSION.
- K. Maintain all general-purpose lighting in the lots.
- L. Loose rubbish, litter, debris or garbage shall be picked up from around parked vehicles, fences, garages, and surface parking areas daily, and disposed of in accordance with all local, state, and federal regulations.

ARTICLE XI: CONTRACT PERSONNEL

The Operator will employ and provide sufficient personnel to maintain the quality of service required by Article VIII (PARKING MANAGEMENT AND OPERATIONS) during the entire term of this Agreement. The Airport Director has the sole discretion to determine whether sufficient personnel are provided. The number and categories of personnel employed, and employee benefits paid (i.e., holiday, vacation, health insurance, etc.) by the Operator will be subject to approval of the COMMISSION and is subject to adjustment at the sole discretion of the COMMISSION. **The Operator will provide a summary of all positions by title, labor rates paid, and benefit programs and costs as part of the annual budget submission.**

The Operator will provide personnel as follows:

A. General Manager:

- 1. The Operator shall at all times during the Agreement Term retain a qualified, competent and experienced full-time General Manager (hereinafter referred to as "Manager") of its operations for the Parking Facilities authorized under this Agreement. This Manager shall be responsible to ensure the following: (i) maintain the Parking Facilities at the Airport in neat and orderly condition; and (ii) shall be on-site at the Airport during regular business hours excluding holidays, vacations and

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

sickness. The Operator shall provide the COMMISSION with written notice within thirty (30) days of the Effective Date indicating the name, business, home, pager and cellular telephone numbers, and business address of such Manager. The Manager will have no other duties beyond supervision of the Airport's Parking Management Contract and will serve as the primary point of contact with the Airport Director or designee. At all times the Manager is not on duty, a qualified subordinate must be identified and available on the Premises.

2. The Manager designated by the Operator shall be the Manager for a minimum of one (1) year from the Commencement Date of the Agreement, unless terminated for cause or removed as provided for in this Agreement or in accordance with the Operator's personnel policies. The Manager shall have no other assigned responsibilities to the Operator other than to act as Manager herein unless prior written approval is received from the COMMISSION.
 3. If the COMMISSION is not satisfied with Operator's selected Manager's performance or a replacement Manager's performance, the COMMISSION shall notify Operator in writing setting forth the COMMISSION's position. Within twenty-one (21) calendar days of receipt of any such notice, the Operator shall respond in writing, detailing the corrective action taken to resolve the COMMISSION's concerns.
 4. If during the Agreement Term, the Operator desires to change its Manager it may do so only after written notice to the COMMISSION. The notice shall include the name, business, home, pager and cellular numbers, business address of the replacement Manager and effective date of the appointment following the recruitment process outlined in paragraph 1 above.
- B. Office Personnel: The Operator will provide sufficient office and accounting personnel to ensure the proper and efficient conduct of the business.
- C. Operating Personnel: The Operator will provide a toll booth representative and other personnel at a staffing level and schedule as approved in writing by the COMMISSION, in the determination of the COMMISSION, to operate the Premises and to adequately serve the needs of the public using the Premises.
- D. The Operator will control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. The Operator will train its employees to render a high level of courteous and efficient service to parking patrons. It is the Operator's responsibility to maintain close supervision over such employees to ensure the highest standard of service. The training program must be approved in writing by the COMMISSION prior to the commencement of the service.
- E. The Operator will require all of its employees to be dressed in neat, clean, identifiable uniforms when on duty at the Airport. The uniforms used will be subject to the written approval of the Airport Director. The Operator will also require all on-duty personnel to wear identification badges approved by the Airport Director.
- F. The Operator will not knowingly employ any person in connection with the work authorized under this Agreement who has been convicted in a court of competent jurisdiction for theft or misappropriation of funds. Operator will perform appropriate background investigations on potential employees to comply with this section at its sole expense. Findings of the investigations will be kept by the Operator in the employee's personnel file and made available to the COMMISSION upon demand.
- G. The Operator will pay its employees at a level not less than the general prevailing rate of wages for like work performed in the Midland/Bay City/ Saginaw area.

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

- H. The Operator will not divert or cause to be diverted any business from the Parking Facilities located at the Airport.
- I. Neither the Operator nor its employees, without the prior written permission of the COMMISSION, will enter or drive any automobile which has been placed on the Premises by a self-parking customer.

ARTICLE XII: INDEMNIFICATION AND INSURANCE

A. Performance Bond:

The Operator shall post with the Commission a performance bond to be maintained for the duration of the Agreement and any extension thereof in the amount of one hundred thousand dollars (\$100,000). The financial guarantee may be in the form of a bond, letter of credit from Operator's banking institution or a cashier's check payable without recourse to the Commission. If Operator submits a bond, then that bond shall be issued by a surety company acceptable to the Commission and authorized to do business in the State of Michigan. It is the responsibility of the Operator to ensure that the performance bond does not expire and ensure that the renewal bond is received by the Commission before the previous bond's expiration. Expiration of the bond shall result in a Three Hundred Dollar (\$300.00) penalty per month until a new bond is received and may serve as cause for the Commission to terminate this Agreement.

B. Indemnification:

Operator ("Indemnitor") shall fully indemnify, defend, save and hold harmless the Commission, its officers, agents, representatives, and employees (collectively, "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from Commission on account of injury or damage to person including, without limitation on the foregoing, premises defects, workers' compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part: (i) Operator's performance under the Agreement; (ii) Operator's occupancy of the Premises and any and all activities associated with the Operator's use of the Premises; (iii) the violation by Operator, its officers, employees, agents, contractors, subcontractors or representatives of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly or indirectly, to the Agreement; (iv) the exercise of rights under this Agreement; or (v) a negligent or willful act or omission on the part of Operator, its officers, employees, agents, contractors, subcontractors or representatives pertaining to the Agreement, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of Indemnitees, or any of them, but not if caused by the sole gross negligence of Indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorneys' fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident. Operator covenants and agrees that, if any of the Indemnitees is made a party to any litigation against Operator or in any litigation commenced by any party, other than Operator relating to the Agreement, Operator shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend any of the Indemnitees in all actions based thereon with legal counsel satisfactory to the Commission Attorney, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any the liability, injury, damage, loss, demand, claim, or action.

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

C. Insurance: Minimum Insurance Requirements are outlined in Exhibit D.

ARTICLE XIII: TERMINATION

A. Termination:

1. The Commission has the right to terminate this Agreement in its entirety and recover possession of the Premises, upon written notice to the Operator, if any of the following events occur:
 - a. The occurrence of any act or omission on the part of Operator which deprives it of the rights, powers, licenses, permits, and authorizations necessary for the lawful and proper conduct and operation of the services and activities authorized under this Agreement;
 - b. The filing by or against the Operator of any bankruptcy petition in, either voluntary or involuntary, or the making by the Operator of any assignment for the benefit of creditors, either of which actions will terminate this Agreement and bar the passing hereunder of any benefits to creditors, assignees, or transferees of the Operator. The abandonment, discontinuance, or assignment by the Operator, without written consent of the COMMISSION, of any or all of the operations and services permitted or required by this Agreement, except as provided in this Agreement;
 - c. Failure of the Operator to account for and pay to the COMMISSION any of the Gross Revenues the Operator owes to the COMMISSION within three (3) calendar days following written notice from the COMMISSION;
 - d. Failure of the Operator to pay any shortage within three (3) calendar days following written notice from the COMMISSION;
 - e. Failure of the Operator to comply with the COMMISSION approved Operations Manual or perform any obligation of this Agreement within a ten (10) calendar day cure period unless the cure period is otherwise specified in this Agreement;
 - f. Deterioration of services for a period, which in the sole determination of the COMMISSION, materially and adversely affects the operation of the public service required to be performed by Operator under this Agreement; provided, however, that the COMMISSION will notify the Operator in writing of the services or operations requiring remedy and give ten (10) calendar days in which to correct the problem or to enact such corrective actions.
2. Upon termination by the COMMISSION, all rights, powers, privileges, and authority granted to the Operator under this Agreement will cease immediately and the Operator agrees to vacate the premises used or occupied by it in connection with its operation under this Agreement and to leave the space in its original condition, normal wear and tear excepted. Any repairs required to return the space to that condition will be provided by the COMMISSION and the cost of repair plus fifteen percent (15%) administrative fee will be invoiced to the Operator and due and payable upon demand. Termination of the Agreement will not represent a waiver of this requirement.
3. The exercise by the COMMISSION of the remedies and rights provided in this Agreement will not be exclusive but will be cumulative and will not affect any other legal rights or remedies available by the COMMISSION.

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

- B. COMMISSION's Right of Re-entry: As an additional remedy, upon giving written notice of cancellation or termination, the COMMISSION has the right to re-enter any part of the Premises on the effective date of cancellation or termination without further notice of any kind, remove all persons, and regain and resume possession either with or without the institution of summary or legal proceedings or otherwise. Any re-entry or regaining or resumption of possession, however, will not in any manner affect, alter, or diminish any of the obligations of the Operator under this Agreement.
- C. Termination by Operator:
1. Operator may terminate this Agreement and all of its obligations under this Agreement at any time if one of the following events occurs, provided that only the entire Agreement may be terminated:
 - a. The refusal of any governmental agency having jurisdiction over the flight operations at the Airport, to grant or permit all carriers operating from the Airport the right to regularly operate into and from the Airport, for a period exceeding ninety (90) days because of the condition, maintenance, or inadequacy of the Airport, or
 - b. The breach by the COMMISSION of, or its failure to perform, any of the covenants or agreements contained in this Agreement, and the failure of the COMMISSION to remedy or to commence the corrective action of the breach for a period of thirty (30) days after receipt from the Operator of a written notice of the breach.
- D. Vacation of Premises by Operator: The Operator will yield and peaceably deliver possession of the Premises to the COMMISSION on the date of the cessation of this Agreement, whether the cessation be by termination, expiration, or otherwise. The Premises will be delivered promptly and, in a condition, similar to that which existed at the commencement of the term of this Agreement except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Agreement and any damage resulting from causes over which that the Operator has no control.
- E. Transition at Termination, Cancellation, or Expiration:
1. The COMMISSION and the Operator mutually agree that on the termination, cancellation, or expiration of this Agreement, the COMMISSION has the right to award any subsequent Agreement to the most favorable proposer by any legal means available to the COMMISSION.
 2. The Operator agrees that it is not practical or possible to predict exactly what the transition schedule or procedures should be to best serve the needs of the traveling public and the COMMISSION when this Agreement terminates, is cancelled, or expires. Therefore, the Operator agrees that the COMMISSION has the right to determine what the transition schedule and procedures will be so that the needs of the traveling public and the COMMISSION are best served.
 3. The Operator agrees to cooperate and to diligently execute the transition plan as determined by the COMMISSION, to abide by the time schedule, and to cooperate completely with the COMMISSION and the succeeding Operator in carrying out the transition plan.

ARTICLE XIV: ASSIGNMENT OR SUB-CONTRACT

- A. The Operator will not mortgage, hypothecate, or otherwise encumber or assign the rights granted under this Agreement, nor will the Operator subcontract, in whole or in part, without the prior written consent of the COMMISSION. Any attempted assignment, mortgage, hypothecation, subcontract, or

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

encumbrance of the rights, or other violations of the provisions of this article, will be null and void and confer no right, title, or interest in or to this Agreement nor right of occupancy of the whole or any part of the Premises upon any such assignee, mortgagee, encumbrance, pledge, or other lien holder, subcontractor, successor, or purchaser.

- B. Any proposed assignment or subcontract must be submitted to the COMMISSION in four (4) copies, each bearing the original, notarized signature of all parties. All covenants and provisions in this Agreement extend to and bind the legal representatives, successors, and assigns of the parties.
- C. The COMMISSION will not unreasonably withhold its consent to an assignment of this contract by the Operator to a corporation resulting from a merger or consolidation with or reorganization of the Operator, to a corporation purchasing all or substantially all of the assets of the Operator, or to any corporation which controls or is controlled by or is under common control with Operator.

For purposes of this subsection, "control" of any corporation will be deemed to be vested in the person or persons owning more than fifty percent (50%) of the voting power for the election of the board of directors of the corporation.

ARTICLE XV: GENERAL COVENANTS

- A. Affirmative Action: The Operator will undertake any affirmative action program required by 14 CFR, Part 152, Subpart E to insure that the Operator will not exclude any person from participating in any employment activity covered by 14 CFR, Part 152, subpart E on the grounds of race, creed, color, national origin, or sex. The Operator will not exclude any person on these grounds from the participation in or the receipt of the service or benefit of any program or activity covered by the subpart. The Operator further understands that it will require its covered sub organizations to provide assurances to the COMMISSION that they will also undertake affirmative action programs and require assurances from their sub organizations, as required by 14 CFR, Part 152, Subpart E.
- B. Applicability of Commission and State Statutes: All terms of this Agreement will be governed by and be subject to the provisions of laws of the State of Michigan and the ordinances of the Commission. Any dispute between the parties to this Agreement will be brought in the courts of the State of Michigan having jurisdiction in Saginaw County, Michigan.
- C. Approval by COMMISSION: The COMMISSION will not unreasonably withhold any approval required under this Agreement.
- D. Proposal Documents: It is expressly understood and agreed that the Request for Proposals, Instructions to Proposers, the Proposal, Proposer Questionnaire, proposal deposit, and any addenda, are a part of this Agreement, and each of the parties does expressly covenant and agree to carry out and fully perform all of the provisions in each document.
- E. Captions: The captions of the Article and sections of this Agreement are for convenience only and do not necessarily define, limit, describe, or construe the contents of any Article or section. The use of the singular or plural form of words is intended to include both the singular and plural, as appropriate.
- F. Condemnation: If the Premises are condemned by any proper authority, the term of this Agreement will end on the date the Operator is required to surrender possession of the Premises. The COMMISSION is entitled to all the condemnation proceeds.

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

- G. Conflicts: If there is a conflict between the Operator and any other tenant, lessee, or operator on the Airport as to services to be provided by respective tenants, concessionaires, or lessees, the COMMISSION will decide which services may be provided by each tenant, concessionaire, or lessee. The Operator agrees to be bound by any decision, subject to any rights the Operator may have to seek administrative or judicial relief.
- H. Disadvantage Business Enterprises: The Operator will provide the Airport with any and all information required under 49 CFR Part 23, pertaining to Airport Concessionaire Disadvantage Business Enterprises (ACDBE).
- I. Disasters: If, in the determination of the COMMISSION, fire, flood, earthquake or other casualty damages the Airport so extensively as to render it untenable, either party may elect to terminate this Agreement on thirty (30) days written notice to the other party. If this Agreement is terminated because of a disaster, the COMMISSION will prorate the fees due the Operator up to the time the Airport becomes untenable.
- J. Discrimination: The Operator covenants and agrees that discrimination on the grounds of race, color, religion, national origin, age, disability, height, weight, familial status, marital status, or sex will not be permitted against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal, state, or local law. The Operator recognizes the right of the COMMISSION to take any action necessary to enforce this covenant, including actions required pursuant to any federal, state, or local law.
- K. Execution by COMMISSION: This Agreement is not effective until it has been approved by the Commission, signed by the designated representative of the Commission, and a notice to proceed issued.
- L. Holding Over: Unless otherwise agreed, the Operator has no right to holdover after this Agreement expires. If with the express or implied consent of the COMMISSION the Operator does hold over after this Agreement expires, the holding over does not operate as a renewal or extension of the rights granted under this Agreement, but only creates a month-to-month tenancy, regardless of any payment accepted by the COMMISSION. The Operator's obligations to perform under this Agreement will continue until the COMMISSION terminates the month-to-month tenancy. The COMMISSION may terminate the tenancy at any time by giving the Operator at least thirty (30) calendar day's written notice. Unless otherwise mutually agreed by both parties, payment of Management Fee shall remain at the same rate as the prevailing rate when the holdover commences.
- M. Integration and Merger: This Agreement sets forth all the terms, conditions, and Agreement of the parties and supersedes any previous understandings or agreements regarding the Premises whether oral or written. No modification or amendment of this Agreement is effective unless in writing and signed by both the parties.
- N. Interrelationship of Provisions: All provisions of this Agreement and the associated proposal documents are essential parts of this Agreement and are intended to be cooperative, to provide for the use of the Airport, and to describe the respective rights and obligations of the parties to this Agreement.
- O. Modification: The Operator acknowledges that the COMMISSION may modify this Agreement to meet the revised requirements of federal, state, and local COMMISSION grants, to operate the Airport, or to conform to the requirements of any revenue bond covenant to which the COMMISSION is a party. The COMMISSION may make these modifications without formal

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

amendment provided written notice of the modifications is given to the Operator thirty (30) days before modifications take effect. However, a modification may not reduce the rights or privileges granted the Operator under this Agreement or cause the Operator financial loss.

- P. National Emergency: The Operator will not hold the COMMISSION liable for the inability to perform any part of the Agreement that results from a national emergency declared by the federal government.
- Q. No-Fault Loss or Damage: The Operator expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the electric and other utility systems furnished for the Parking Facilities covered by this Agreement which may occur from time to time from any cause, or from any loss resulting from water, earthquake, civil commotion, or riots.
- R. No Waiver: If the COMMISSION does not insist in any one or more instances on the strict performance by the Operator of any provision or Article under this Agreement, it is not a waiver or relinquishment for the future, but the provision or Article will continue in full force. The COMMISSION's failure to enforce any provision or Article in this Agreement is neither an enforceable waiver nor subject to reasonable reliance by the Operator unless it is expressly stated as a written waiver, signed on behalf of the COMMISSION.
- S. Notices: All notice periods begin on the date the notice is mailed and sent via facsimile. Any and all notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given is sent by facsimile transmission and sent via any nationally recognized overnight courier service, and addressed as follows

When to COMMISSION

When to OPERATOR

**Airport Director
MBS International Airport Commission
8500 Garfield Rd, Suite 101
Freeland, MI 48623**

- T. Radio Interference: At the COMMISSION's request, the Operator will discontinue the use of any machine or device which interfere with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.
- U. Reservations of Rights: The COMMISSION specifically reserves the right to grant others the rights and privileges not specifically and exclusively granted to the Operator. The rights and privileges granted to the Operator in this Agreement are the only rights and privileges granted to the Operator by this Agreement. The Operator has no easements, rights, or privileges, express or implied, other than those specifically granted by this Agreement.
- V. Restrictions and Regulations:
 - 1. All the Operator's operations and activities under this Agreement will be subject to:
 - a. Any order, direction, or condition issued, given, or imposed by the Airport Director with respect to use of Airport roadways, driveways, curbs, sidewalks, or parking areas, and public areas adjacent to Parking Facilities; and

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

- b. Any applicable ordinance, statute, rule, regulation, or order of any governmental authority lawfully exercising authority over the COMMISSION's or Operator's business or other activities under this Agreement.
2. The COMMISSION will not be liable to the Operator for any diminishing or deprivation of its rights under this Agreement due to the exercise of any such authority as provided above, nor will Operator be entitled to terminate the whole or any portion of this Agreement by reason thereof unless the exercise of such authority will so interfere with Operator's operation of the Parking Facilities in the exercise of its right under this Agreement as to constitute a termination in whole or in part of this Agreement by operation of law in accordance with the laws of the State of Michigan.
- W. COMMISSION's Right of Access and Inspection:
1. The COMMISSION, by its officers, employees, agents, representatives, and contractors, has the right to enter upon the Premises at any reasonable time to inspect them, to observe the Operator's performance of its obligations under this Agreement, and to do anything which the COMMISSION may be obligated or have the right to do under this Agreement, or otherwise.
 2. The COMMISSION, by its officers, employees, agents, representatives, and contractors, has the right, for the benefit of the Operator or for the benefit of others at Airport, to maintain and operate existing and future utility systems in, on, or under the Premises and to enter upon said Premises at any time to make repairs, alterations, and replacements deemed necessary or advisable by the COMMISSION. COMMISSION will provide the Operator with sufficient advance notice before any such repairs, alterations, and replacements are undertaken or commenced.
- X. Time: Time is of the essence in the performance of all rights and obligations of the parties to this Agreement.
- Y. Validity of Parts: If any provision or covenant of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.

ARTICLE XVI: SUBSEQUENT CONTRACT

- A. Subsequent Contract Award: The Operator acknowledges that on the expiration or cancellation of this Agreement, the COMMISSION may award any subsequent parking facility contract by any legal means then available to the COMMISSION.
- B. Transition Schedule at Expiration or Operator Termination: The Operator understands that it is neither practical nor possible for the COMMISSION to predict the exact transition schedule and procedure to best serve the needs of the customers and the COMMISSION at the expiration or cancellation of this Agreement and the parties covenants to:
 1. The COMMISSION will provide the Operator with a written notice of the transition plan determined by the COMMISSION to best serve the needs of the traveling public and the COMMISSION at least thirty (30) days prior to transition to a replacement operator.
 2. The Operator will cooperate and diligently execute the transition plan determined by the COMMISSION, abide by its time schedule, and cooperate with the COMMISSION and the replacement Operator in carrying out the transition plan. In any dispute between the operator and

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

the replacement operator during the transition period, the Operator will abide by the decision of the COMMISSION.

3. At the expiration of this Agreement, the Operator will either remove its personal property from the Premises or sell them to the replacement operator as directed by the COMMISSION. If the Operator neither sells nor removes these items within five (5) calendar days following termination, the COMMISSION may remove, sell, modify, or destroy these items as it sole discretion. The Operator will reimburse the COMMISSION for any cost the COMMISSION incurs in the removal and disposal of Operator's personal property plus a fifteen percent (15%) administrative fee due and payable upon demand.

SAMPLE

MBS PARKING FACILITIES MANAGEMENT AGREEMENT

ATTESTATION

IN WITNESS WHEREOF, OPERATOR and COMMISSION have executed in triplicate this Lease Agreement as of the date and year first written above.

ATTEST:

MBS INTERNATIONAL AIRPORT COMMISSION

By: _____
Steven Arnosky

Title: Commission Chair

Date: _____

OPERATOR: _____ Parking Company, a _____ (State)
corporation, doing business as _____.

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2024, by
_____ of _____, an _____
corporation, on behalf of the corporation.

Notary Public, State of _____

My Commission expires _____

EXHIBIT A: SITE PLAN

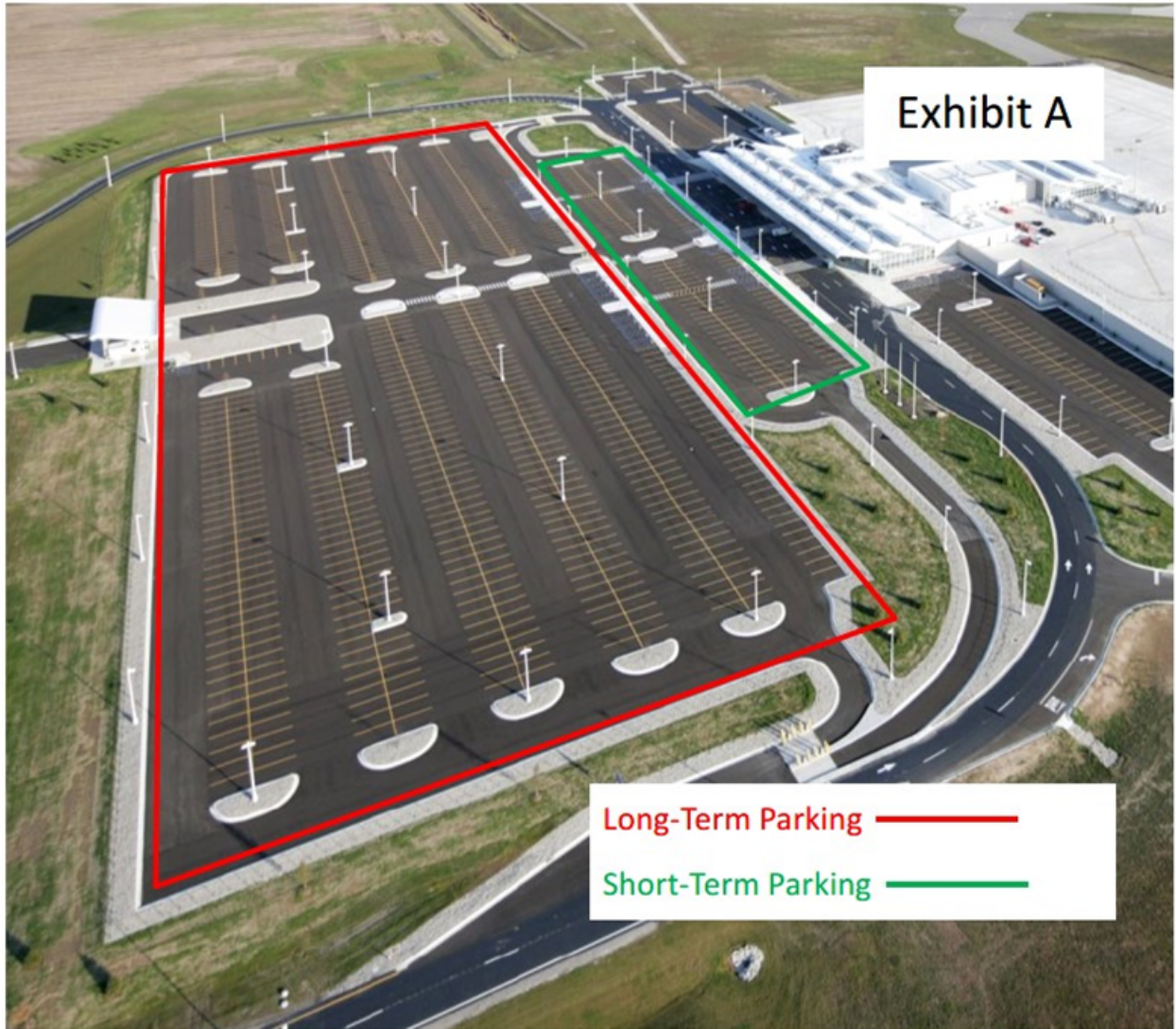


EXHIBIT B: PAYMENT SCHEDULE

2024 MBS PARKING MGMT FEE	
JANUARY	\$ 1,000
FEBRUARY	\$ 1,000
MARCH	\$ 1,000
APRIL	\$ 1,000
MAY	\$ 1,000
JUNE	\$ 1,000
JULY	\$ 1,000
AUGUST	\$ 1,000
SEPTEMBER	\$ 1,000
OCTOBER	\$ 1,000
NOVEMBER	\$ 1,000
DECEMBER	\$ 1,000
Total Mgmt Exp.	\$ 12,000

EXHIBIT C: APPROVED BUDGET

2024 MBS INTERNATIONAL AIRPORT PARKING BUDGET													
Prepared: 2023													
REVENUE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
Long Term Parking													
Short Term Parking													
Online Sales													
Monthly Parking													
General Parking	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.
Operating Expenses													
Liability Insurance													
Misc Expense													
Credit Card Processing Fees													
Technical Services													
Audit													
Bookkeeping Fee													
Fixed Management Fee													
TOTAL OPERATING EXPENSES	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.
Total Expenses	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.	\$.

EXHIBIT D: MINIMUM INSURANCE REQUIREMENTS

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required for Non-renewal or reductions in coverages and limits.	Bodily injury and Property Damage Per Occurrence / aggregate
COMMERCIAL GENERAL LIABILITY <ol style="list-style-type: none"> 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Proposers 7. Personal and Advertising Injury 8. Professional Liability 	\$1,000,000 Per Occurrence \$2,000,000 Aggregate \$5,000,000 Umbrella
BUSINESS AUTOMOBILE LIABILITY <ol style="list-style-type: none"> 1. Owned 2. Hired & Non-owned 3. Rented & Leased 	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	\$1,000,000