



Rhode Island Airport Corporation

February 9, 2018

Request for Proposals

Contract No. 27486

**Management and Operation of the Public Parking Facilities
T. F. Green Airport**

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I. INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is requesting the submittal of written proposals from qualified firms for the management and operation of public parking facilities at T.F. Green Airport. Please note that RIAC is exploring the possibility of a potential name change to the airport.

This Request for Proposals (RFP) document specifies the information that must be contained within the proposal in order to be considered. Any omission or alteration in these requirements may result in the proposal being considered as non-responsive. A copy of the proposed Parking Management Agreement is included as Attachment D to this RFP.

Please note that the operation of the public parking facilities at T.F. Green Airport as contemplated by this RFP is based on a percentage of gross revenue model. Accordingly, when preparing responses to this RFP, please consider that operating requirements and expenses shall be the responsibility of the Operator. Proposers should plan to provide any equipment required for the operation of the parking facilities (tools, equipment, operations vehicles required, any shuttle busses required, etc.); as well as preparing for any other operational requirements such as establishing and entering into all service, maintenance, and inspection contracts required; the installation of any required information technology and telephone equipment; establishing their own credit card processing, PCI, and banking relationships, etc.

II. DEFINITIONS OF TERMS AND ABBREVIATIONS

- A. Agreement** - The written Agreement that shall govern the performance of the services including the specifications contained herein, attachments, and any supplemental changes or addendums pertaining to the service or specifications. Should any discrepancy exist between the Agreement and this RFP, the Agreement shall prevail.
- B. Gross Revenue** - All parking fees and other charges due or collected in cash, or check or credit, or otherwise, of every kind, without deduction for credit card discounts or thefts, whether the same shall be paid or unpaid, for parking or storing of vehicles, and any other revenues generated from Airport parking or from any other business performed by Concessionaire in the Assigned Areas.
- C. Operator** - The person, persons, partnership, company, firm, association or corporation acting directly or through a duly authorized representative who is the successful submitter selected to execute the Agreement.
- D. Parking Facilities** - This statement refers to those RIAC-owned parking facilities to be managed by the Operator as defined in Section III of this RFP. RIAC reserves the sole right to add or subtract to Parking Facilities to be operated under the Agreement during its term or any extension period(s).
- E. Proposal** - The written statement or statements duly submitted to the Rhode Island Airport Corporation, on the forms provided for the purpose, by the person, persons, partnership, company, firm, association, or corporation proposing to perform the parking management services.
- F. PARCS** - Parking Access and Revenue Control System(s)

Other terms and abbreviations used in this RFP are defined in Section 1 of the Parking Management Agreement attached as Attachment D of this RFP.

III. MANAGEMENT SERVICES REQUIRED FOR THE OPERATION OF PARKING FACILITIES

A. SCOPE OF SERVICE

1. The selected Operator will be required to provide professional parking management services for patrons of the Airport located in Warwick, Rhode Island. This service will include 24-hour, day-to-day parking facilities management, staffing, and operations services.

2. The parking facilities currently covered by this Agreement are approximately 7,627 parking spaces in Garage “A”, Garage “B”, Lot “D”, and Lot “E” on the airport campus, as well as an additional 663 Commuter Parking spaces located within the “Interlink” Intermodal Facility which is connected to the airport terminal by a skywalk. A description of each facility is presented below. These descriptions are intended to serve only as an overview. Proposers are encouraged to independently verify all information and the configuration of each parking facility including the number of spaces, number and type of revenue control lanes, vehicular circulation, and access/egress geometrics.
 - a. Garage A, also referred to as the “Daily Garage”, contains approximately 1,500 public parking spaces conveniently located adjacent to the terminal building. Access to the garage is provided by both the upper and lower level Terminal curbs/roadways. There are four revenue control exit lanes, with one being an attendant booth and three being automated, and two automated entry lanes located on the third level of the garage. Access to the third level is provided directly from the Terminal upper level Departures Roadway. Access to the garage is also provided on the ground level from the lower level terminal Arrivals Roadway where there are two automated entry lanes. There is also an automated unattended entry and exit lane for the “nested area” which is a separate lot on the first floor with 149 parking spaces for which there are no cash transactions. There are three pay-on-foot stations located on the 1st level of the garage. There is an interconnecting ramp and revenue control ticket converter on the 4th level of Garage A allowing crossover entry to Garage B.
 - b. Garage B has approximately 740 public parking spaces, located adjacent to Garage A. Pedestrian access to and from the Terminal is provided via a covered walkway through the ground level of Garage A. Vehicular access is provided from the lower-level roadway. There are three revenue control exit lanes, with one being an attendant booth and two being automated, one pay-on-foot station, and two automated entry lanes located on the ground level of Garage B.
 - c. Lot D is located directly in front of the Airport Terminal and has approximately 529 surface parking spaces. Approximately 445 of these spaces are dedicated for passenger parking. The remainder of the spaces in Lot D are currently dedicated to trusted-agent parking. Limousine vehicles and Transportation Network Companies (TNCs) use approximately 26 spaces in an area of the lot and pay posted rates. There are currently three revenue control exit attendant booths and two automated exit lanes. There are three automated entry lanes with two having ticket dispensers. There is a 6th automated exit lane primarily used by the trusted-agent lot and limousine/TNC/commercial vehicles but will also process any public parking transactions.
 - d. Lot E is referred to as the “Long-Term Express Lot.” It includes approximately 4,358 marked surface parking spaces. During peak parking periods an area adjacent to Lot E is available as overflow parking and can accommodate an additional 500 (approximate) parking spaces. The parking operator is expected to provide continuous shuttle bus service from the lot to the Airport Terminal. Access is provided from the Terminal Circulation Roadway. There are three revenue control exit lanes, with one being an attendant booth, one being automated, and one being a cardholder/shuttle exit, and two automated entry lanes with one being reversible, all located at the revenue control plaza at Lot E.
 - e. Interlink Facility has approximately 663 commuter parking spaces in conjunction with the commuter rail service platform of the Interlink Intermodal Facility. Parking is split into 462 spaces over the first three floors of the West Garage (two automated revenue control exit lanes and two revenue control entry lanes); as well as 201 spaces located on the ground level East Garage (one automated revenue control exit lane and one revenue control entry

lane). The Interlink also serves as a Consolidated Rental Car Center for the Airport, and accordingly there will be some interaction between the Operator and the management agent for the rental car facility (currently CBRE).

The location of the parking facilities described above and their physical relationship to the T.F. Green Airport passenger terminal building are depicted on Exhibit 1.



EXHIBIT 1

3. The Airport's current Parking Access and Revenue Control System (PARCS) infrastructure and equipment was installed in early 2009. The equipment is covered by a service agreement that expires June 30, 2019. The Operator will be responsible for operation and all preventive maintenance and/or replacement of any and all components of the existing PARCS system at the commencement of the Initial Term of the Agreement and should budget accordingly for these costs. With the assistance of RIAC, Operator will be responsible for the specification, procurement, installation, testing, certification, and final acceptance associated therewith, of a new state-of-the-art PARCS system acceptable to RIAC, to be operational no later than June 30, 2019 as required by Section IV. C. 8. Costs incurred by the Operator in the procurement of the new PARCS system shall be reimbursable expenses. Operator will be responsible for the continuous operation and proper maintenance of the entirety of the PARCS system and will provide suitable training in the proper use of the PARCS system to its employees and also to any employees of RIAC designated by RIAC's representative. The PARCS system shall become the property of the Airport upon final acceptance, provided however, that the Operator shall remain responsible for the proper operation and maintenance of the PARCS system during the Term of the Agreement.
4. Day-to-day operations and maintenance are applicable to the parking facilities on a twenty-four (24) hours per day, seven (7) days per week basis, with the exceptions noted on Attachment B Budgeted Expenses 2018, for which RIAC anticipates taking responsibility
5. RIAC shall have full and complete authority in determining compliance and operating standards and shall, at its sole discretion, enforce those standards to the fullest extent. RIAC shall promulgate rules, policies, procedures and regulations concerning the operation and use of the parking facilities. The Operator shall execute RIAC's directives in all matters related to the operation of the Parking Facilities, included, but not limited to, parking fees, operating procedures, audits, graphics, signage, hours of operation, percentage of monthly and daily patrons, terms and conditions of monthly and daily space rentals, location and priority of space assignments, space markings, employee uniforms, Operator's personnel assigned to the Parking Facilities, revenue collection, deposit preparation, and customer service policies.
6. At the commencement of the Initial Term of the Agreement the Operator will be responsible for the provision, operation, and maintenance of a shuttle bus system as required to maintain shuttle bus service between Lot E and the Airport Terminal with no more than a five (5) minute wait time, and as acceptable to RIAC. An auditable system for tracking shuttle operating hours and passenger wait times must also be provided.
In addition the wait time for customers at the exit lanes should be no more than five (5) minutes to pay and exit.
7. In exchange for the management and operation of the parking facilities at the Airport as defined within these specifications, the Operator shall propose as a concession fee a percentage of gross revenues as payment to RIAC as indicated by Operator on Attachment B.
8. It is the goal of RIAC to provide the best quality service at the least cost to RIAC.

B. TERM OF AGREEMENT

The Term of the Agreement for the Parking Facilities at T. F. Green Airport shall be for three (3) years, commencing on July 1, 2018 and terminating on June 30, 2021. The Term may be extended by RIAC: (i) on or before March 1, 2021, for one (1) additional two-year period commencing on July 1, 2021 and terminating on June 30, 2023.

IV. OUTLINE FOR SUBMITTAL OF PROPOSAL

A. RIAC requires respondents to use a minimum 12-point font size and keep the proposal to a maximum of 30 (30) 8 1/2" x 11" double-sided pages, excluding the following:

- Table of Contents
- Cover Letter
- Executive Summary (which should not exceed one page, double sided)

Proposing firms shall submit one (1) electronic (USB flash drive only) and five (5) printed copies of the proposal to:

Office of Procurement
Rhode Island Airport Corporation
T. F. Green Airport
2000 Post Road, 3rd Floor
Warwick, RI 02886-1533

**Attn: Management and Operation of the Public Parking Facilities T. F. Green Airport
Contract No. 27486**

B. The proposal must be submitted **no later than 1:00PM, March 19, 2018 EDT**. Late submissions will not be accepted. All proposals will be time-stamped upon receipt and any proposals received after the time specified above will be returned unopened. In order to control the dissemination of information regarding this RFP, organizations interested in submitting proposals shall not make personal contact with any member of the RIAC staff and/or its Board of Directors. Questions concerning this RFP should be directed, via email, to procurement@pvdairport.com **no later than 4:00PM, March 5, 2018 EDT**. RIAC will respond to all relevant questions **by 4:00PM March 9, 2018 EDT via addendum**. This addendum will be posted to RIAC's website www.pvdairport.com/corporate/procurement and to the State of Rhode Island's Division of Purchasing website www.purchasing.ri.gov/.

RIAC will conduct a **non-mandatory** pre-proposal conference on **February 27, 2018 at 2:00PM EDT** in the Mary Brennan Board Room.

RIAC accepts no financial responsibility for any costs incurred by a proposer in either responding to this RFP, or in participating in oral presentations or in any meetings with RIAC. The proposals in response to this RFP become the property of RIAC and may be used by RIAC in any way it deems appropriate. By submitting a proposal, the proposer certifies that it has fully read and understands the RFP, has full knowledge of the description of work to be provided, and accepts the terms and conditions under which the services are to be performed.

RIAC reserves the right to interview some, all or none of the firms responding to this RFP based solely on its judgment as to the firm(s) proposals and capabilities. RIAC reserves the right to reject any and all submittals, to request and consider additional information from submitters, and to reject any and all submittals on any basis without disclosing the reason. No firm may withdraw their submittal for at least ninety (90) days after the time and date set for submission.

RIAC will not accept submissions from any Proposer that may have a conflict of interest, as determined by RIAC in its sole discretion, with any aspect of the requirements of this RFP. Additionally, for the term of the contract awarded as a result of this RFP, the successful Operator shall not contract with any other competing parking facility that renders similar services to those of T.F. Green Airport.

RIAC reserves the right to waive any irregularities and technical defects. RIAC reserves the right to modify, amend or waive any provisions of this RFP prior to the issuance of a Parking Concession

Agreement for these services. Procedures respecting submittals and the selection of a firm shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RIAC procurement rules.

C. Each proposal shall include the following:

1. Firm Information

- a. Contact information, including firm name, address, phone number, and email address.
- b. Name of the contact person authorized to answer questions regarding the submission.
- c. Year the firm was established and former names (if applicable).
- d. State in which the firm is incorporated (if applicable).
- e. Principals of the firm along with brief biographies highlighting their parking experience.
- f. Brief overview of the firm's management structure, with the general responsibilities of all levels of management. (An organizational chart may be submitted.)

2. Parking Facilities Management Team and Management Plan

- a. Name and resume of the selected Parking Facilities Manager, including qualifications.
- b. Name of other key personnel providing parking management services to RIAC.
- c. The management plan, including an organizational chart and a description of why the proposed management structure is best suited for managing the parking system at T.F. Green Airport.

3. Firm Experience

- a. The Operator should describe in detail its organization. RIAC seeks an experienced and professional parking firm who will ensure expert management and a superior quality operation. Please note that no airport-specific parking operating experience is required.
- b. List at least three parking operations similar in nature to T.F Green Airport which are currently managed by the firm. Include locations, summary of scope of services, annual gross revenues, date of operation, number of parking spaces, contact person, and phone number for those facilities. Explain why this experience is relevant to the firm's ability to effectively manage and maximize revenue to RIAC. Include specific examples, if possible (i.e., where the firm was able to increase utilization of managed parking facilities in a highly competitive environment, the degree to which the operator was able to increase revenues to the client, quantifiable improvements to customer service, etc.). The Operator should demonstrate that it has successfully managed the parking facilities previously referenced, and has maintained financial responsibility.
- c. The Operator shall list all contracts or agreements for the operation and/or management of parking facilities in the past five years. Explain in detail the reasons any of these were terminated early or not renewed, as well as any litigation involving the Operator.
- d. List any other experience that would make the firm uniquely qualified to manage the Airport's Parking Facilities.
- e. Firm experience should be specific as to the operators experience as opposed to that of any parent or associated company.

4. Employees

- a. Outline the employee selection process to be used in hiring workers for the Parking Facilities. Identify the abilities, skills, or training the firm seeks in hiring new employees.
- b. Outline promotional opportunities and training and development programs for the firm's employees, particularly those for entry-level employees.

- c. Provide a description of a recommended staffing plan for the Parking Facilities. Operators are hereby on notice that some or all of the incumbent Operator's eligible employees have been organized by the International Brotherhood of Teamsters, Local 251. The plan must be able to provide the minimum service level for customer service, cleaning, maintenance, and management as outlined in the Request for Proposals document. Include any intended enhancement to the minimum level of service as well as a breakdown of the number of part-time and full-time employees proposed.

5. Customer Service and Marketing Plan

- a. Detail special customer service programs or promotions, if any, that the firm provides at other locations to its patrons on a regular basis that could be instituted at this location.
- b. The Proposer shall provide proof of its expertise in marketing parking facilities in a highly competitive environment. The successful Proposer will plan and execute marketing strategies in conjunction with and complementary of RIAC's marketing efforts. The Proposer shall provide the following:
 - i. A written narrative outlining Proposer's experience in developing and executing marketing initiatives specifically for airport parking.
 - ii. An initial Marketing Plan for parking facilities and services considering programs that have been successfully implemented at other airports such as:
 - Frequent Parker Program
 - Corporate Accounts
 - Coupon Programs
 - Travel Agency Accounts
 - iii. Marketing strategies including:
 - Implementation Description for Programs
 - Marketing Budget
 - Marketing Goals
 - Target Audiences
 - Competitive Marketing Analysis
 - Market Research
 - Enhanced Remote Lot Shuttling Services

6. Financial

- a. **The Operator shall describe in detail its financial condition to establish its ability to perform under this management contract, and specifically provide the following:**

A complete set of Financial Statements for the last two fiscal or calendar years including, at a minimum, balance sheets, statements of income and retained earnings, statements of cash flows and notes to the financial statements in accordance with generally accepted accounting principles and audited by an independent certified public accountant. Financial Statements will remain confidential, and should be submitted in a separate, sealed envelope marked **CONFIDENTIAL**. These documents will be reviewed for the financial ability of the Proposer to provide service as required by this RFP.
- b. Complete and sign Attachment B, Concession Fee Proposed to Airport Summary Sheet, and submit a copy of the completed sheet with each copy of the proposal.

7. Parking Operations Plan/Manual

Provide an Operations Manual reflecting the proposed method for operating the Airport's Parking Facilities. If possible, the actual manual should be submitted with the proposal.

However, if one is not available, please submit a manual template or one used by other facilities operated by the applicant as an example. The manual shall include, as a minimum requirement, the following:

- a. general operating and management policies;
- b. procedures for cash control, ticket control, accounting and auditing;
- c. procedures for analysis of computer generated reports to RIAC standards;
- d. procedure for handling property damage claims for RIAC;
- e. personnel staff schedules, job descriptions, and staffing instructions for each individual duty station;
- f. maintenance and repair schedules, PARCS system maintenance plan, janitorial and cleaning, lot and garage sweeping, power washing, re-stripping, etc., with minimum requirements as detailed on Attachment A;
- g. personnel performance and quality assurance standards together with procedures as to evaluation of the same;
- h. emergency procedures;
- i. customer service standards;
- j. operator home office support;
- k. procedures for lost tickets or unusable tickets;
- l. backup revenue control procedures; and
- m. shuttle bus operations plan.

8. PARCS System Proposal

Operator shall be responsible for presenting a proposal containing the specifications for, and procurement, installation, testing, certification, and final acceptance of, a new state-of-the-art PARCS system, to be acceptable to RIAC, to be operational no later than June 30, 2019. The PARCS system proposal must specify equipment brand proposed, equipment types and capabilities, equipment levels (to include servers and all related IT and telecommunications infrastructure), warranty information and manufacturer support (to include maintenance response times, service costs, software updates, etc.), as well as the proposed cost of the new PARCS system. The new PARCS system shall be a reimbursable expense of the Operator. Operator will be responsible for the continuous operation and proper maintenance of the entirety of the PARCS system and will provide suitable training in the proper use of the PARCS system to its employees and also to any employees of RIAC designated by RIAC's representative. Operation and maintenance of the PARCS system shall not be reimbursable expenses of the Operator.

9. Shuttle Bus Operational Proposal

Provide a proposal for 24-hour shuttle bus service as required to operate and maintain shuttle bus service between the Airport Terminal and Lot E, and such other shuttle bus service at the Airport as RIAC may request from time to time (for example for airport tours, etc.) per Section III. 6.

10. Transition Plan

Provide a Transition Plan detailing the process whereby the Proposer assumes management and operational control of T.F. Green Airport public parking facilities. The Transition Plan will include, but will not be limited to, the following:

- a. specific steps to be taken by the Proposer prior to, the day of, and the period following the date that the Operator assumes management and operational control of the parking

- facilities;
- b. required actions on the part of RIAC;
 - c. specifications development, and process for procuring and installing any new revenue control system equipment that may be required during the Agreement term;
 - d. identification of all legal requirements including business licenses and incorporation requirements (if necessary), business permits, etc.;
 - e. hiring and staffing plan (including organization structure of on-site personnel);
 - f. timeline for implementing all steps included in the Transition Plan including requirements on the part of RIAC;
 - g. transition and assumption of the operation and administration of the existing customer loyalty program and customer points;
 - h. other elements of a successful Transition Plan that the Proposer feels are required and are not listed above, such as the transition and management of the existing parking loyalty program.

11. List of Unacceptable Provisions in the Agreement (Attachment C)

Proposers are required to certify that they have read the Agreement (Attachment D) and understand that it applies to this undertaking. Certification that Proposers have read the Agreement should be evidenced by a statement to be signed by a duly authorized officer of the firm and included as a stand-alone document that is contained as Attachment C to the RFP.

If any unacceptable provisions in the Agreement are identified, they must be clearly defined and alternative language proposed for consideration by RIAC. Any exception to the terms and conditions of the Agreement must be noted in the Proposer's response. Any such exception may, at RIAC's sole discretion, constitute an irregularity justifying rejection of the proposal. If no exceptions are noted and the Proposer is selected by RIAC, Proposer shall be obligated to execute the Agreement without modification. The acceptance of any proposals with exceptions noted shall not be deemed to an acceptance by RIAC of any such exceptions. RIAC reserves the right to modify the terms of the Agreement at its sole discretion.

12. Guarantee

A bond, certified check, cashier's check or unconditional bank letter of credit in the amount of one hundred thousand dollars (\$100,000), payable without recourse to RIAC, or an acceptable bond for the same amount from a reliable surety company, to guarantee execution of the Agreement, shall be submitted with the Proposal. If a bond is submitted, the bond shall be made by a bonding company authorized to do business in the State of Rhode Island. No proposal will be considered unless it is accompanied by this security. Deposits shall be returned to unsuccessful Proposers within 15 days of effective date of the contract. The security deposit of One Hundred Thousand dollars (\$100,000) will be returned to the successful Proposer at such time that normal operations are underway as determined by the RIAC Representative, but not longer than 30 days from commencement of operations. In the event the successful firm fails or refuses to sign the Agreement and execute the required bonds on the forms provided within the time specified, the security shall be forfeited as liquidated damages, it being agreed that from the nature of the case it would be impractical and/or extremely difficult to fix the actual damages.

All Proposers shall be responsible for all costs related to the development of their proposal as well as all costs related to the Request for Proposals process. RIAC assumes no contractual or financial obligation as a result of the issuance of this Request for Proposals. All submissions shall become the property of RIAC.

V. ADDITIONAL REQUIREMENTS

A. Campaign Finance Compliance

Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made. (RI General Law 17-27) Forms may be obtained at Board of Elections, Campaign Finance Division, 50 Branch Avenue, Providence, RI 02904, (401-222-2056). For the purposes of this RFP RIAC asks that Proposers commit to properly filing all appropriate documentation prior to any contract being signed.

B. Major State Decision-Maker

Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a \$5,000 or greater cash interest in this business?

For purposes of this question, "Major State Decision-Maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L. § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff; and
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

VI. **SPECIFIC PARKING MANAGEMENT RECOMMENDATIONS (This section not to exceed ten (10) single-sided pages)**

RIAC is interested in improving the overall quality of parking operations at T.F. Green Airport. During the selection process emphasis will be placed upon those firms that are able to demonstrate successful implementation of programs aimed at improving customer service, financial returns to their clients, and those that excel at maintaining structured and surface parking facilities.

Proposers are encouraged to provide examples of specific management recommendations to RIAC as part of their proposal. The Proposer should identify the services it believes will provide the best overall parking program utilizing those parking facilities described in Section III. The cost of implementing and managing the recommendations should be weighed against expected financial returns to RIAC. Examples of management recommendations may include:

1. premium parking products such as reservations systems, corporate accounts, bar code/QR code scanners, etc. (note that a PARCS system capable of facilitating such programs must be

specified in cooperation with RIAC per the terms of Section IV. C. 8., to be installed and fully operational no later than June 30, 2019);

2. methods to enhance shuttle services;
3. customer service amenities;
4. parking loyalty programs; and
5. value added services such as light vehicle maintenance, washing, detailing, etc.

Finally, other points or considerations that the Proposer wishes to make that are not included in other sections of the Proposal should be included in this section. Only specific information pertinent to the Proposal should be included in this section. General firm qualifications information that was included in the Proposer's Qualifications Statement should not be repeated unless directly relevant to the proposed recommendations.

VII. PROPOSAL EVALUATION CRITERIA

RIAC will award an Agreement to the firm submitting the solution that best represents the interests of RIAC during the term of the Agreement based upon the Proposer's qualifications, experience, and the concession fee proposed to RIAC. All requirements outlined in the proposal specifications, as set forth and weighted below, must be met:

A. Firm Experience and Management Team/Plan (20%)

1. **Experience of the Firm:** Evaluation of the Operator's experience and capabilities in operating and managing parking facilities of similar size, magnitude, complexity, and revenue volume as further detailed in Section IV.C.3. Please note that no airport-specific parking operating experience is required.
2. **Management Team/Plan:** Details, qualifications and experience of the proposed Parking Facilities Manager and other key on-site personnel. Other key personnel and duly authorized corporate officers and/or managers located in regional or corporate offices with responsibility for ensuring performance of the Agreement by the Operator will also be evaluated. Elements of particular interest will include, but not be limited to:
 - i quality and experience of personnel included in the proposed management organization structure;
 - ii experience of the proposed core management team (on-site and corporate officer in charge of the Agreement);
 - iii explanation of why the proposed Management Plan is appropriate for T.F. Green Airport.

B. Financial (60%)

1. **Concession Fee:** The concession fee (percentage of Gross Revenue, to be no less than 80%) that will be paid to RIAC as proposed on Attachment B. This component will be 60% of the evaluation criteria.

C. Parking Plans and Solutions, and Proposed New PARCS System (20%)

1. **Transition Plan:** The Transition Plan described in Section IV.C.8 that the Proposer will follow to ensure a smooth and orderly transfer of responsibilities from the current to the new Operator. The Transition Plan must present an approach to the specific requirements presented elsewhere in the RFP and the Agreement, as well as any other actions the Proposer feels are necessary to take over operations of the T.F. Green Airport Parking Facilities and to protect the integrity of RIAC's parking revenues during the transition period.
2. **Customer Service & Marketing Plan:** A Customer Service & Marketing Plan must be submitted as part of the proposal and will be used by the Selection Committee in evaluating

proposals. This plan must outline what the Proposer plans to do in order to improve utilization of T.F. Green Airport parking facilities, increase revenues to RIAC, and improve customer service for patrons of RIAC's parking facilities. The plan must be as specific as possible based on the Proposer's knowledge of the parking operations at T.F. Green Airport and upon successful customer service and marketing programs that have been implemented at other locations with similar operating characteristics.

3. **Parking Operations Plan and Manual:** The thoroughness and comprehensive nature of the Proposer's Operations Plan and Manual will be evaluated, as well as the information provided on Attachment A – Routine and Preventative Maintenance Standards and Schedule. Since the Proposers may not be familiar with T.F. Green Airport parking operations, a suitable Operations Plan that the Proposer has prepared and used at an alternative location may be used as an example. If a proxy Operations Plan is submitted for review, the Proposer must acknowledge that the specifics of the plan are open to negotiation with RIAC as the Plan is customized for T. F. Green Airport.
4. **Management Recommendations:** The quality of the parking system management recommendations presented in Section VI.
5. **Shuttle Bus Operational Proposal:** The quality and efficiency of the shuttle bus program proposed.
6. **PARCS System:** The design, quality, and capabilities of the new PARCS system as proposed per the requirements of the RFP.

VIII.SUCCESSFUL SUBMISSION REQUIREMENTS

In addition to the information to be evaluated as outlined above in Section VI., the Proposal recommended to the RIAC Board of Directors for award will include:

1. **Performance Bond/Standby Letter of Credit:** A performance bond or standby letter of credit in an amount equal to six (6) months of expected operating expenses will be required for the term of the Agreement.
2. **Rejection and Waiver Rights:** RIAC reserves the right to reject any and all proposals and to waive minor irregularities and formalities where it is in the best interest of RIAC. The waiver of any term, provision, or condition of this Agreement, or the breach thereof, shall not be deemed to be a waiver of any other term, provision or condition.
3. **Other Submission Requirements Identified in the Parking Management Agreement.**

ATTACHMENT A – Routine and Preventative Maintenance Standards and Schedule

Firm submitting proposal: _____

Signature of Preparer: _____

This schedule is intended to serve as a guide for establishing a basic, minimum threshold level of routine and preventive maintenance for the parking facilities at T.F. Green Airport. RIAC reserves the right to specify and require additional maintenance items or procedures as may be required. Proposers must use this form in its entirety, but may modify, by adding individual elements, based on their experience in managing similar parking facilities. However, if elements are added to the schedule then minimum frequencies for inspection and/or maintenance must be identified. If a particular item requires more attention, it is the responsibility of the Operator to perform routine and preventive maintenance more often. The Operator is to contact RIAC for assistance if questions arise in performing routine and preventative maintenance for any and all elements of the schedule. In addition to this schedule, the Operator is required to follow the recommended preventative maintenance procedures of any vendor or supplier, including the maintenance schedule provided by the Revenue Control System supplier (including software updates). If awarded the Agreement, the Operator must include the schedule, or a negotiated revision of the schedule, in the Parking Operations Manual to be maintained on-site. Accurate logs of routine and preventive maintenance activity must be kept on-site and will be subject to audit by RIAC

Task	Frequency
<u>Cleaning</u>	
Sweeping: all areas	_____
Sweeping expansion joints:	_____
Empty trash cans:	_____
Restrooms: floors, fixtures	_____
Restrooms: walls	_____
Cashier Booths: floors, fixtures, windows	_____
Cashier Booths: non-glass walls	_____
Elevators: floors, tracks, walls, doors	_____
Stairways: steps, landings, doors	_____
Lobbies and Office: floors	_____
Lobbies and Office: windows	_____
Washing parking floors	_____
Cleaning lobby walls (min.)	_____
Interior signs and graphics	_____
Lighting fixtures	_____
Parking Control Equipment	_____
Overhead pipes, ducts	_____
Storage and mechanical rooms	_____
Interior walls	_____
Doors and Hardware Checks	_____
Lubricate: knobs, locks, hinges	_____
<u>Elevators</u>	
Check for normal operation	_____
Check indicator lights	_____

ATTACHMENT A (continued) – Routine and Preventative Maintenance Schedule

Task	Frequency
<u>HVAC</u>	
Check for proper operation of HVAC Systems and	_____
Check fan operation	_____
<u>General Inspection/Maintenance</u>	
Check for rust spots or peeling of paint on doors, hardware, walls, ducts, exposed pipe, conduits and other surfaces and repair.	_____
<u>Power Washing & Striping</u>	
Wash all garage spaces & surfaces	_____
_____	Restriping of all lot and garage spaces
<u>Snow & Ice Removal/Sanding</u>	
Assist with all surface lots, sidewalks, walkways, and garages	_____
<u>Safety/Security Systems</u>	
Intercom: check operation	_____
Check fire extinguishers	_____
Check exit lights	_____
Fire extinguishers (inspect)	_____
<u>Revenue Control</u>	
Check journal tape supply	_____
Check readability of tickets	_____
Check ticket supply	_____
Check operation of remote fee display	_____
Verify date/time information	_____
Preventative maintenance & upgrades	_____
Ensure lot counts/capacities match	_____
<u>Plumbing System</u>	
Check fixtures for proper operation	_____
Winterize all plumbing	_____
Check ramp and floor drains	_____
Check pipes for visible leaks	_____
<u>Physical Maintenance</u>	
Apply joint sealant as needed	_____
Minor pavement repairs	_____
<u>Landscaping – As needed</u>	
<u>Other</u>	
1.	_____
2.	_____
3.	_____

END OF ATTACHMENT A – Routine and Preventative Maintenance Schedule

ATTACHMENT B – Concession Fee Proposed to Airport, SUMMARY SHEET

PROPOSERS ARE ENCOURAGED TO SUBMIT A CONCESSION FEE PERCENTAGE THAT MAXIMIZES THE RETURN TO THE AIRPORT BY OPERATING THE FACILITIES IN AN EFFICIENT MANNER AND PROVIDING HIGH LEVELS OF CUSTOMER SERVICE. THE CONCESSION FEE PERCENTAGE WILL BE APPLIED TO GROSS REVENUES FOR BOTH THE AIRPORT AND INTERLINK PARKING FACILITIES.

PROPOSED CONCESSION FEE MUST BE A MINIMUM OF EIGHTY PERCENT (80%) TO BE A RESPONSIVE BID

STATE HERE THE PERCENTAGE OF MONTHLY GROSS REVENUES THAT YOU PROPOSE TO PAY THE AIRPORT AS A CONCESSION FEE:

PERCENTAGE IN WORDS: _____ PERCENT. (Minimum 80%)

PERCENTAGE IN NUMBERS: _____ %. (Minimum 80%)

Firm submitting proposal: _____

Signature of Preparer: _____

END OF ATTACHMENT B - Management Fee and Expenses Proposal Price Summary Sheet

ATTACHMENT C – T.F. Green Airport Parking Management Agreement Acknowledgement & Certification

(USE THIS FORM AND EXPAND AS NECESSARY)

Proposer has read the Parking Management Agreement provided as Attachment F of this RFP. All exceptions and proposed modifications to the Agreement are presented below. Other than the exceptions and proposed modifications noted herein we agree to the terms and conditions as stated in the RIAC Parking Management Agreement.

Firm submitting proposal: _____

Signature of Duly Authorized Officer of Firm: _____

Print Name: _____

Title: _____

Date: _____

I certify that I have no exceptions to the Parking Management Agreement as presented for RFP No. 27486 – Management and Operation of the Public Parking Facilities T. F. Green Airport.

List any exceptions including the Section and subsection numbers of the Parking Management Agreement, specific text as written in the Agreement (in its entirety) and the proposed modifications.

Exceptions and Modifications:

END OF ATTACHMENT C - Parking Management Agreement Acknowledgement & Certification

ATTACHMENT D – T.F. Green Airport Parking Management Agreement

**T.F. GREEN AIRPORT
PARKING MANAGEMENT AGREEMENT**

This **PARKING MANAGEMENT AGREEMENT** (the “Agreement”) is made and entered into as of the ____ day of _____, 2018, by and between the **RHODE ISLAND AIRPORT CORPORATION**, a quasi-public corporation duly organized under the laws of the state of Rhode Island (“RIAC”), and _____, the parking management company that executes this Agreement below (“Operator”).

RIAC is a public corporation organized as a subsidiary of the Rhode Island Commerce Corporation, a public corporation, governmental agency, and public instrumentality of the state of Rhode Island. RIAC is responsible for the operation and maintenance of the state’s airport system. Specifically, through a certain Lease and Operating Agreement with the state of Rhode Island dated June 25, 1993, as amended, RIAC maintains and operates T.F. Green Airport (the “Airport”), and in conjunction with its operation of the Airport, RIAC operates public parking facilities for the benefit of patrons of the Airport. Pursuant to a certain Request for Proposals for Management and Operation of the T. F. Green Airport Public Parking Facilities, Agreement #27486 issued February 9, 2018, RIAC advertised for proposals through the Rhode Island Vendor Information Program for a qualified contractor to provide day-to-day parking operation and management for patrons of the Airport. The RFP is an integral part of this Agreement. Operator submitted a proposal in response to the RFP on _____, 2018, and on _____, 2018, RIAC selected Operator as the prospective Operator for purposes of negotiating the terms and conditions of a parking management agreement. Operator has the desire, expertise, experience, and capacity necessary to manage and operate RIAC’s public parking facilities and to perform such parking management services. RIAC wishes to engage Operator to manage and operate its public parking facilities at the Airport, and Operator wishes to manage and operate RIAC’s public parking facilities at the Airport for RIAC, subject to and upon the terms and conditions set forth herein.

RIAC and Operator, therefore, mutually agree as follows:

Agreements

1. Definitions.

1.1 Specific Definitions. For purposes of this Agreement, the words set forth in this Section 1.1 will have the meanings ascribed to them in this Section 1.1. Words not otherwise defined herein will have the meanings ascribed to them in the RFP.

“**Agreement**” means this Agreement which will govern the terms and conditions pursuant to which Operator will perform the Services for RIAC, each and every exhibit and schedule attached hereto, and by this reference made an integral part of this Agreement, including the attached RFP, all as amended, renewed, and extended from time to time.

“**Airport**” means the state-owned airport designated as T. F. Green Airport and located in Warwick, Rhode Island.

“**Airport Terminal**” means the Bruce Sundlun Terminal located at the Airport from which Airport passengers arrive and depart.

“**Annual Report**” means the detailed Annual Report, in the form prescribed by RIAC and as amended by RIAC from time to time, that Operator will provide to RIAC, pursuant to Section 15, without modification, on an annual basis during the Term.

“**Capital Expenses**” mean the costs and expenses incurred in connection with Capital Projects.

“**Capital Projects**” mean any: (i) repair, replacement, upgrade, or other improvement to the Parking Facilities or any equipment used in connection with the Parking Facilities that in RIAC’s determination meets the definition of a capital project, either due to cost of the item(s), lifespan, procurement method or other factors as may

be specified by RIAC, including, as may be required, the Parking Revenue Control System.

“Confidential Information” means: (i) the terms of this Agreement, including the financial terms and conditions; and (ii) RIAC’s marketing practices, fee schedules, market shares, operating procedures, operating costs and expenses, financial and accounting records, business plans and strategies, and other business data whenever and wherever acquired, and whether in oral, written, graphic, or electronic form, together with all notes, analyses, compilations, studies, interpretations, copies, magnetic media, or other documents prepared by either RIAC or Operator or by any third party at the request of RIAC or Operator.

“Cause” means: (i) a material breach by Operator of this Agreement where such breach, if curable, is not remedied to RIAC's reasonable satisfaction within a period of five (5) days; (ii) a material breach by Operator of this Agreement where such breach is not curable; or (iii) unsatisfactory performance under the terms and conditions of this Agreement which shall continue after specific notice thereof has been received by Operator, and a period of thirty (30) days shall have passed after the receipt of such notice during which Operator fails to cure such specific unsatisfactory performance.

“Daily Report” means the detailed Daily Report, in the form prescribed by RIAC and as amended by RIAC from time to time, that Operator will provide to RIAC, pursuant to Section 15, without modification, on a daily basis during the Term.

“Effective Date” means the date of execution hereof.

“Environmental Law” means any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks solid waste, waste water, storm water run-off, waste emissions or wells, and shall encompass each of the following statutes, and regulations promulgated thereunder, and amendments and successors to such statutes and regulations, as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of 26 U.S.C.; 33 U.S.C.; 42 U.S.C. and 42 U.S.C. 9601 et seq.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. 2061 et seq.); (v) the Clean Water Act (33 U.S.C. 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. 349; 42 U.S.C. 201 and 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. 4321); (ix) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C.; 29 U.S.C.; 33 U.S.C. and 42 U.S.C.); and (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. 1101 et seq.).

“Excluded Operating Expenses” mean expenses that are not the responsibility of the Operator and will be paid for by RIAC or are not applicable. Excluded Operating Expenses include the following

- (i) R&M Elevator
- (ii) Landscaping
- (iii) Generator inspection, testing, fueling, and maintenance
- (iv) Window cleaning in Garage A stairwell
- (v) Utilities
- (vi) Snow removal operations

“Garage A” means the seven-level parking garage at the Airport located next to the Airport Terminal and designated as Garage A, currently containing approximately 1,500 public parking spaces, with access from the lower-level (floor one) and upper-level (floor three) roadways, and having a cross-over ramp into Garage B.

“Garage B” means the six-level parking garage at the Airport located next to Garage A and designated as

Garage B, containing approximately 740 public parking spaces, with access from the lower-level roadway.

“Gross Revenue” means all parking fees and other charges due or collected in cash, or check or credit, or otherwise, of every kind, without deduction for credit card discounts or thefts, whether the same shall be paid or unpaid, for parking or storing of vehicles, and any other revenues generated from Airport parking or from any other business performed by Concessionaire in the Assigned Areas.

“Hazardous Materials” means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law, including:

- (i) "Hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder;
- (ii) "Hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;
- (iii) "Hazardous materials" as defined in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and
- (iv) "Chemical substance or mixture" as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.

“Interlink Facility” means the six-level intermodal consolidated rental car facility and commuter parking garage at the Airport located at 700 Jefferson Boulevard and designated as the Interlink Facility, containing approximately 663 public commuter parking spaces, with access from Jefferson Boulevard (462 spaces West Garage), Fresno Avenue (201 spaces East Garage), and a Skywalk interconnection to the Airport Terminal.

“Lot D” means the hourly lot at the Airport located directly in front of the Airport Terminal and designated as Lot D, containing approximately 529 surface public parking spaces (including approximately 84 “trusted agent” spaces and approximately 26 TNC and limousine spaces), with access from the Airport Circulator.

“Lot E” means the long-term lot at the Airport located to the south of the Airport Terminal and designated as Lot E, containing approximately 4,358 surface public parking spaces, and approximately 500 additional overflow surface public parking spaces with access from the Airport Circulator.

“Management Commencement Date” means the date on which Operator assumes operational control of the Parking Facilities pursuant to the terms and conditions of this Agreement. As of the date of this Agreement, RIAC anticipates the Management Commencement Date will be on or about July 1, 2018.

“Management Plan” means that certain management plan that Operator will develop and recommend to RIAC's Representative, for RIAC's approval in a form specified by RIAC, initially pursuant to the terms and conditions of Section 5.1.2, and annually thereafter pursuant to the terms and conditions of Section 5.2.3.2, including all policies, procedures, scheduling, equipment, improvements, operating methods to be implemented and used at the Parking Facilities.

“Monthly Report” means the detailed Monthly Report, in the form prescribed by RIAC and as amended by RIAC from time to time, that Operator will provide to RIAC, pursuant to Section 15, without modification, on a monthly basis during the Term.

“Operating Expenses” mean the necessary and direct expenses of managing the Parking Facilities that are not specifically excluded under “Excluded Operating Expenses)

“Operations Manual” means that certain operations manual that Operator will develop and deliver to RIAC's Representative for prior approval in accordance with the terms and conditions of, and including the policies, procedures, standards, and schedules set forth in, Section 5.1.3.

“Operator” means the parking management company that executes this Agreement below, and its subsidiaries and affiliates, and their respective successors and assigns.

“Parking Facilities” mean Garage A, Garage B, Lot D, Lot E, and the Interlink Facility, and any substituted, reconfigured, or additional public parking facilities that RIAC, in its sole discretion, may establish from time to time, and upon notice to Operator, make subject to this Agreement, less any public parking facilities that RIAC, in its sole discretion, may decrease or remove from time to time.

“Parking Facilities Manager” means the individual appointed by Operator to be in charge, on site at the Airport, of the management and operation of the Parking Facilities.

“Parking Revenue” means all revenues, without deduction or exclusion of any kind, for any reason, from: (i) parking fees and charges for use of the Parking Facilities from whatever source by patrons; (ii) advertising and promotional displays in or at the Parking Facilities; and (iii) any other revenues generated by or from the use of the Parking Facilities.

“Parking Revenue Control System” means the parking revenue control system and related equipment to be specified, procured, installed, certified, and accepted, pursuant to Section 5.1.4 and operated per the terms and conditions of this Agreement.

"Person" means any partnership (including limited partnerships), corporations, limited liability companies, governmental authorities, trusts and other legal entities, as well as natural persons.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

“RFP” means that certain Request for Proposals, Contract No. 27486, “Management and Operation of the T. F. Green Airport Public Parking Facilities,” RIAC advertised for proposals through the Rhode Island Vendor Information Program for a qualified contractor to provide day-to-day parking management and operation of the public parking facilities for patrons of the Airport.

"RIAC" means the Rhode Island Airport Corporation, a quasi-public body corporate under the laws of the state of Rhode Island, which operates the six (6) state-owned airports in Rhode Island, including T.F. Green Airport, its affiliates, and the officers, directors, employees, and agents of RIAC and its affiliates, and their respective successors and assigns.

“RIAC Fiscal Year” means any twelve-month period during the Term commencing on July 1 and ending June 30.

“RIAC’s Representative” means the Assistant Vice President, Business Development & Commercial Programs, or any other designee appointed by RIAC’s President and CEO from time to time upon prior notice to Operator, who will be RIAC’s representative and principal contact with Manager.

“Shuttle Bus Services” means services provided by Operator to provide shuttle bus service as may be required to operate and maintain: (i) shuttle bus service between the Airport Terminal and Lot E with no more than a five (5) minute wait time; and (ii) such other shuttle bus service at the Airport as RIAC may request from time to time per Section 5.2.7.

"Subcontractor" means a Person which has a direct or indirect contractual or vendor arrangement or relationship with Operator to perform any of the obligations of Operator under this Agreement.

“Term” means the term of this Agreement pursuant to the provisions of Section 3, and includes any renewals

or extensions.

“**Transition Plan**” means that certain transition plan that Operator will develop, in consultation with RIAC, pursuant to the terms and conditions of Section 5.1.1, to ensure the smooth transition of the management and operation of the Parking Facilities to Operator.

1.2 Context. Words and abbreviations that have well-known industry meanings, and not otherwise defined herein, are used in this Agreement in accordance with such recognized meanings. Unless the context otherwise requires:

- (i) the words "hereby," "hereof," "hereto," "herein," "hereunder," and any similar words refer to this Agreement; and
- (ii) the word "day" or "days" refer to calendar day(s).

1.3 Terminology. The singular shall include the plurals and vice versa. Titles of sections are for convenience of reference only, and neither limit nor amplify the provisions of this Agreement. The use herein of the word "including," when following any general statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

2. Engagement. Subject to the terms and conditions of this Agreement, RIAC engages Operator to manage the day-to-day operations of the Parking Facilities twenty-four (24) hours per day, seven (7) days per week, during the Term, and Operator accepts such engagement.

3. Term. The Term of this Agreement will begin on the Effective Date, and unless earlier terminated pursuant to Section 21, terminate on June 30, 2021. The Term may be extended by RIAC: (i) on or before March 1, 2021, for one (1) additional two-year term commencing on July 1, 2021 and terminating on June 30, 2023.

4. Operator’s Financial Obligations. At all times from and after the Management Commencement Date, Operator will:

- (i) on a daily basis, collect and deposit all Parking Revenue directly into Operator’s bank account, established for such purpose, and provide RIAC with a duly validated deposit receipt;
- (ii) pay all Operating Expenses as and when due;

5. Operator’s General Obligations. Operator will manage and operate the Parking Facilities in a first class manner consistent with a premier commercial airport for the benefit of RIAC during the Term in compliance with all applicable laws, statutes, ordinances, rules, regulations and orders enacted, promulgated, or issued by any federal, state, municipal or other governmental authority, including those relating to occupational safety, the protection of the environment, nuclear safety and quality control, aviation, employment, employment opportunity, taxes and withholding, and labor. Operator will perform its obligations under this Agreement with all due diligence, in a proper, efficient, and economical manner, and in accordance with the terms and conditions of this Agreement and applicable industry standards, including the specific provisions of this Section 5.

5.1 Pre-Management Commencement Date Obligations. Operator will perform the obligations set forth in this Section 5.1 commencing with the Effective Date and prior to the Management Commencement Date.

5.1.1 Review and Planning. Prior to June 1, 2018, Operator will perform an in-depth review of its obligations under this Agreement and prepare a Transition Plan, in consultation with RIAC, to ensure the smooth transition of the management and operation of the Parking Facilities to Operator and the fulfillment of all of its obligations under this Agreement in a timely and efficient manner. RIAC will have thirty (30) days to accept or suggest modifications to the Transition Plan and Operator will incorporate into the Transition Plan any modification

so suggested.

5.1.2 Initial Management Plan. On or before June 1, 2018, Operator will develop and recommend to RIAC's Representative, for RIAC's ratification in a form specified by RIAC, an initial Management Plan which will include all necessary equipment, policies, procedures, scheduling, improvements, and operating methods to be implemented and used at the Parking Facilities. RIAC will have thirty (30) days to accept or suggest modifications to the initial Management Plan and Operator will incorporate into the initial Management Plan any modification so suggested.

5.1.3 Operations and Maintenance Manual. On or before June 1, 2018, Operator will develop and deliver to RIAC's Representative an Operations and Maintenance Manual, to be ratified by RIAC's Representative. At all times during the Term, Operator will maintain: (i) a master copy of the Operations and Maintenance Manual in Operator's corporate office; and (ii) a copy in Operator's on-site office at the Airport. The Operations Manual shall include:

- (i) general operating, management, and maintenance policies;
- (ii) procedures for cash control, ticket control, accounting, and auditing;
- (iii) procedures for analysis of computer-generated reports to RIAC standards;
- (iv) procedures for lost tickets and unusable tickets;
- (v) back-up revenue control procedures;
- (vi) personnel staff schedules, job descriptions, and staffing instructions for each individual duty station;
- (vii) personnel policies;
- (viii) personnel performance and quality assurance standards together with procedures as to evaluation of the same;
- (ix) customer service standards;
- (x) maintenance and repair schedules;
- (xi) shuttle bus operations plan;
- (xii) emergency procedures;
- (xiii) operator home office support; and
- (xiv) procedure for handling property damage claims.

5.1.4 Parking Revenue Control System. During the term of the Agreement, with the assistance of RIAC, Operator will be responsible for the specification, procurement, installation, certification, and acceptance of a parking revenue control system and all ancillary and related equipment (Parking Revenue Control System) to be acceptable to RIAC, to be operational prior to June 30, 2019. Operator will provide suitable training in the proper use of the Parking Revenue Control System to its employees, and also to any employees of RIAC designated by RIAC's Representative. The Parking Revenue Control System shall become the property of RIAC upon final acceptance of the system, provided however, that the Operator shall remain responsible for the proper operation and maintenance of the PARCS system during the Term of the Agreement.

5.1.5 Budget. Prior to June 1, 2018, Operator will submit to RIAC for RIAC's review and ratification,

on a form prescribed by RIAC, an operating budget and a capital budget for the period commencing with the Management Commencement Date and ending June 30, 2019, with such detailed supporting data as RIAC may request.

5.1.6 Licenses and Permits. Prior to the Management Commencement Date, Operator will obtain and maintain in good standing any and all licenses and permits required for the conduct of its parking management operations.

5.1.7 Assurance of Performance. Operator will obtain and maintain at all times during the Term for the benefit of RIAC a performance bond from a bonding company licensed to transact business in the state of Rhode Island or an irrevocable standby letter of credit from a financial institution licensed to transact business in the state of Rhode Island in an amount equal to the aggregate of the Operating Expenses for a period of six (6) months under this Agreement and otherwise reasonably satisfactory to RIAC.

5.2 Management Post-Commencement Date Obligations. Operator will perform the obligations set forth in this Section 5.2 commencing with the Management Commencement Date and continuing during the remainder of the Term. Operator will not conduct any other business from the Parking Facilities or otherwise at the Airport.

5.2.1 Inspection. On the Management Commencement Date, Operator and RIAC will conduct a joint inventory of equipment at the Parking Facilities, including office equipment, the existing parking revenue control system, and other cleaning and operating equipment, and Operator will certify that the Parking Facilities and equipment are in good condition and operating order, except as otherwise specified in writing by Operator and RIAC. Equipment designated on this joint inventory list remains the property of RIAC. Operator may use such equipment subject to the terms and conditions of Section 5.2.8.

5.2.2 Working Capital. Operator will have on deposit dedicated solely to the management of the Parking Facilities working capital to perform its obligations under this Agreement on a cash basis at all times in an amount equal to one-third (1/3) of the aggregate operating budget for the Parking Facilities for the then current RIAC Fiscal Year. From time to time, upon RIAC's request, Operator will provide evidence to RIAC of the amount of such working capital, and will require its corporate depository to notify RIAC within forty-eight (48) hours in the event that Operator's account with such depository falls below the required amount. Operator will not operate on a credit basis, unless approved by RIAC.

5.2.3 Budget and Management Plan.

5.2.3.2 Update Management Plan. For each RIAC Fiscal Year, Operator will make recommendations to revise the Management Plan and will evaluate all revenue control procedures, parking rates, productivity data, and make recommendations to RIAC for modifications or other improvements to increase Parking Revenue and otherwise improve the management and operation of the Parking Facilities, including new sources of Parking Revenue and new, improved, enhanced, and/or improved technology. RIAC may accept, reject, and/or modify any such recommendations from time to time during the Term. Operator will execute the directives of RIAC's Representative in matters related to the operation of the Parking Facilities, including but not limited to: parking rates, operating procedures, audits, security, traffic control, marketing and graphics, hours of operation, , location and priority of space assignments, validations, location and priority of space assignments, space markings, and customer service, including levels of service.

5.2.3.3 Annual Capital Plan. Operator will prepare a detailed annual suggested capital plan for each facility before February 1 of each year during the term of the Agreement for RIAC's next fiscal year with such detailed supporting data as RIAC may request. This plan should be sufficient in order to address any major Parking Facility improvements required to maintain the Parking Facilities in good operating condition and avoid any abnormal wear and tear.

5.2.3.4 Annual Maintenance Plan. Operator will prepare a detailed operating maintenance plan for each facility before February 1 of each year during the term of the Agreement for RIAC's next fiscal year with such detailed supporting data as RIAC may request for RIAC's review and ratification. RIAC may suggest modifications to such Maintenance Plan as presented. The annual maintenance plan should provide a detailed listing of all the normal

operating and maintenance activities expected for the next fiscal year, such as joint sealing, pavement repair, etc., classified as daily, weekly, monthly, and annual functions, in order to provide clean, safe, and aesthetically pleasing Parking Facilities.

5.2.4 Hours of Operation. Operator will manage the Parking Facilities on a twenty-four (24) hour per day, seven (7) day per week schedule. RIAC will have the sole authority to change or establish other operating hours from time to time.

5.2.5 Revenue Reports. Operator will collect from the Parking Revenue Control System and provide to RIAC the data RIAC requests from time to time, including the Daily Report, the Monthly Report, and the Annual Report pursuant to Section 15. RIAC will have electronic access at all times to the Parking Revenue Control System. Operator will perform checks on the Parking Revenue Control System from time to time, but in no event less frequently than once every month, to verify the readings taken by Operator's employees and recorded on such reports by the Parking Facilities Manager. Any difficulties in obtaining readings necessary for the completion of the Daily Report will be reported immediately to RIAC.

5.2.6 Maintenance. Operator will monitor and maintain the Parking Facilities, including but not limited to the equipment, and the ramps leading into and connecting Garage A and Garage B in clean, orderly, and good working condition at all times, and in a manner satisfactory to RIAC. Operator will provide any and all maintenance and repair necessary or appropriate for the Parking Facilities, including all heating, cooling, and ventilation equipment, mechanical and electrical systems, the Parking Revenue Control System, , in accordance with the maintenance and repair schedule in the Operations Manual, and any maintenance and treatment procedures specified by the applicable manufacturer or supplier. Operator will assist with the removal of all snow, ice, and debris or any other obstructions from the Parking Facilities, including all surface lots, rooftops, decks, sidewalks, curbs, and driveways in a manner satisfactory to RIAC. Operator will promptly remove any graffiti from any of the Parking Facilities.

5.2.7 Shuttle Bus Service. Operator will provide shuttle bus service as may be required to operate and maintain: (i) shuttle bus service between the Airport Terminal and Lot E with no more than a five (5) minute wait time; and (ii) such other shuttle bus service at the Airport as RIAC may request from time to time. Operator will provide any and all necessary vehicles, equipment, materials, and labor to operate such service in compliance with all applicable laws, rules, and regulations. RIAC will have the right from time to time to direct Operator to modify the shuttle bus service hours of operation, headways, and service plan to correspond to any increased or decreased passenger traffic and/or changing peak and off-peak periods. The shuttle bus service will have an auditable system for tracking hours of operation and passenger wait times. At all times during the Term, Operator, its employees, and agents, will: (i) operate such shuttle buses in a safe and orderly manner on Airport property; (ii) clean the interior and exterior of its shuttle buses daily; (iii) maintain its shuttle buses in safe, clean, and mechanically sound operating condition; (iii) remove from service any shuttle bus that is damaged or in disrepair, including broken seats, luggage racks, or windows, or has a defect that would affect the safety of passengers or others; (iv) provide shuttle bus service to patrons of the Parking Facilities in a polite and courteous manner; and (v) comply with any environmental rules or requirements for the shuttle buses. Operator shall not charge, directly or indirectly, any passenger to ride the shuttle bus service, or solicit or accept tips or other gratuities from passengers. Operator's trade name and/or logo or other identifying company designation may not be displayed on any shuttle buses operated by Operator on Airport roadways. Operator will comply with the provisions of Section 5.2.16 regarding signage and advertisements.

5.2.8 Equipment. In RIAC's sole discretion, operator may use, exclusively for the operation of the Parking Facilities and for no other purpose, any equipment that: (i) belongs to RIAC and is on-site at the Parking Facilities; and/or (ii) purchased by Operator on behalf of RIAC. Use of any equipment by Operator will be at Operator's sole risk. Operator will replace all equipment used in the operation of the Parking Facilities that: (i) is not in good working order and operating condition; and/or (ii) has been stolen or vandalized.

5.2.9 Revenue Control Procedures. Operator will use consecutively numbered tickets and receipts that do not repeat. Operator will notify RIAC of the quantity, color, prefix code, and serial number of tickets or receipts to be used by Operator from time to time in the operation of the Parking Facilities. At all times during the Term, Operator's revenue control procedures will comply with the provisions of Section 15.

5.2.10 Rates. Operator will charge patrons only the parking rates and fees established by RIAC, in its sole

discretion, from time to time. RIAC will have the right to set special rates for different classes of patrons and maximum daily and weekly rates for the Parking Facilities at any time. Operator will offer no discounts, promotions, refunds, or similar price breaks without RIAC's prior consent. In no event will Operator permit any free parking, except: (i) where necessary to effectuate any required operation, maintenance, repair or replacement work in or on any of the Parking Facilities; (ii) to comply with any contractual relationship between RIAC and another Person; or (iii) to permit any inspection by RIAC or any governmental authority.

5.2.11 Disabled Parking. Operator will take reasonable actions to ensure that spaces reserved for parking by persons with disabilities are in fact being used by vehicles with the appropriate permits. Operator will report immediately to RIAC's Representative the license plate number, make and model of vehicle, and any other relevant information for any violations of reserved parking for persons with disabilities to RIAC.

5.2.12 Daily Inspection. Operator will make a complete inspection of the Parking Facilities on a daily basis and maintain the Parking Facilities in a clean and presentable condition, free of any accumulations of dirt, paper, trash or other debris of any kind. Operator will provide receptacles for trash as needed throughout the Parking Facilities.

5.2.13 Nightly Inventory. Operator will take a nightly inventory of all vehicles in all of the Parking Facilities during the most inactive time. The inventory will record, at a minimum, the license number and general location of each automobile, and will be used in controlling lost and missing tickets. Operator will, at the direction of RIAC, modify the inventory procedures or forms in accordance with the standards established by RIAC from time to time.

5.2.14 Abandoned Vehicles. Operator will: (i) monitor the Parking Facilities for abandoned or stolen vehicles; (ii) report in writing on a daily basis to RIAC's Representative the presence of any such abandoned or stolen vehicles; and (iii) remove any such abandoned or stolen vehicles in accordance with applicable law.

5.2.15 Security. Operator will take all reasonable security precautions, as directed by RIAC's Representative or in the absence of such direction, in accordance with sound industry practices, to: (i) safeguard and protect the Parking Facilities; (ii) ensure the safe and orderly operation of the Parking Facilities and the safety and welfare of the patrons of the Parking Facilities; and (iii) prevent disorderly conduct, public or private nuisances, littering, damage to public or private property, personal injury, and violations of applicable law. Operator will be required to comply with any and all applicable federal, state, and municipal rules and regulations, including any regulations promulgated by the Transportation Security Agency, relating to the security and safety of all Operator's employees and agents, Airport passengers, RIAC personnel and all other persons. Operator will be responsible for ensuring that its employees do not damage or confiscate RIAC property. Operator will report any incident or accident immediately to RIAC police and in writing to RIAC's Representative with twenty-four (24) hours.

5.2.16 Signage. Operator will display or install signage only with RIAC's prior approval. Operator may not display any logos, graphics, signage, or advertisements or otherwise engage in any marketing or advertising, including the distribution of printed materials, within the interior or exterior of any shuttle bus, the Parking Facilities, or anywhere on Airport property without the prior written consent of RIAC.

5.2.17 Promotion of Parking Facilities. Operator will advertise and promote the availability and advantages of parking in the Parking Facilities and will take all reasonable measures to maintain, develop, and increase the business conducted by it at the Airport. Operator will not divert, attempt to divert, or cause or permit any business to be diverted from the Parking Facilities by referral or any other method. During the Term, Operator, any direct or indirect subsidiary or affiliate of Operator, shall not own, operate, or have any financial interest in any public parking facility either at the Airport or any other public parking facility that provides parking to Airport passengers or other patrons of the Airport.

5.3 Environmental Compliance.

5.3.1 Compliance with Environmental Laws. Operator will not cause or permit the storage, use, or disposal, of any Hazardous Materials, pollutants or contaminants in, on, or at the Parking Facilities or adjacent property or at the Airport, except in compliance with all applicable Environmental Laws and in quantities necessary to the operation and maintenance of the Parking Facilities. Operator will not do anything affecting the Parking Facilities

that is in violation of any Environmental Law. Nor shall Operator allow anyone else to do anything affecting the Parking Facilities that is in violation of any Environmental Law. RIAC will have the right, from time to time to conduct an environmental site assessment or other investigation at the Parking Facilities to monitor Operator's compliance with the provisions of this Section 5.3.1. The costs and expenses of any such assessment or other investigation will be included as Operating Expenses.

5.3.2 Notice of Claims. Operator will promptly give RIAC written notice of any investigation, claim, demand, lawsuit or other action by any governmental authority or private party involving the Parking Facilities and any Hazardous Materials or Environmental Law of which Operator has knowledge. If Operator learns, or is notified by any governmental authority, that any removal or other remediation of any Hazardous Materials affecting the any of the Parking Facilities is necessary, if caused by the act or omission of Operator, its employees, agents, suppliers, service people, business visitors, or guests, Operator will promptly take all necessary remedial actions in accordance with all Environmental Laws, at Operator's sole cost and expense.

5.3.3 Environmental Indemnification. During the Term, Operator, at its sole cost and expense, shall indemnify, defend (at trial and appellate levels and with attorneys, consultants and experts acceptable to RIAC) and hold RIAC harmless against and from any and all actions, causes of action, demands, liens, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including attorneys', consultants' and experts' fees and disbursements incurred in investigation, defending against, settling or prosecuting any claim, litigation or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against RIAC or the Parking Facilities, and arising directly or indirectly after the Effective Date from or out of:

- (i) the Release or threat of Release of any Hazardous Materials on, in, under or affecting all or any portion of the Parking Facilities or any surrounding areas, caused directly or indirectly by Operator; or
- (ii) the violation of any Environmental Laws relating to or affecting the Parking Facilities caused directly or indirectly by Operator; or
- (iii) the enforcement of this Agreement, including: (a) the costs of assessment, containment and/or removal of any and all Hazardous Materials from all or any portion of the Parking Facilities or any surrounding areas; (b) the costs of any actions taken in response to a Release or threat of Release of any Hazardous Materials on, in, under or affecting all or any portion of the Parking Facilities or any surrounding areas to prevent or minimize such Release or threat of Release so that it does not migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment; and (iii) costs incurred to comply with the Environmental Laws in connection with all or any portion of the Parking Facilities or any surrounding areas.

The indemnity set forth in this Section 5.3.3 will survive the expiration or sooner termination of the Term.

6. Operator's Employees.

6.1.1 General Obligations. Operator will recruit, hire, promote, discharge and supervise all personnel employed in the operation of the Parking Facilities. Operator will require that its employees: (i) wear clean, neat, and pressed identical uniforms in good condition and present a neat and clean appearance at all times; (ii) wear proper identification badges approved in advance by RIAC; (iii) clearly speak and write English; and (iv) treat all patrons in a professional and courteous manner and on an equitable and impartial basis. Employees must be able to communicate with the public and maintain poise and self-control under pressure. Operator will be responsible for: (i) training all employees properly to ensure that they deliver high-quality service; (ii) maintaining satisfactory standards of employee competency, conduct, appearance, and integrity; and (iii) taking such disciplinary action with respect to its employees as may be necessary or appropriate.

6.1.2 Minimum Qualifications. Operator will use reasonable care to employ and retain employees who are qualified, competent and trustworthy, and otherwise able to perform the duties to which they are assigned. Operator will conduct criminal and credit background checks and drug screening tests prior to hiring any applicant. At a minimum, Operator will determine, for each applicant, the applicant's:

- (i) compatibility of the applicant to work in a customer service environment;
- (ii) ability of the applicant to communicate in English (spoken and written);
- (iii) absence of the presence of illegal drugs and/or legal drugs in excess of medically-approved standards;
- (iv) absence of prior criminal convictions that would disqualify the applicant for a position of public trust, such as conviction of a felony or theft-related misdemeanor;
- (v) absence of any credit issues that would disqualify the applicant for a position of public trust; and
- (vi) attainment of the minimum age of eighteen (18) years.

6.1.3 Authorization to Work. In addition to all of the other requirements set forth in this Section 6 and elsewhere in this Agreement, at all times during the Term, Operator will comply with all of the laws, rules, and regulations of the United States Department of Homeland Security and the United States Immigration and Customs Enforcement, and any other applicable federal homeland security and immigration laws, rules, and regulations, including any requirements for verification by employers of employee eligibility and legal work status. Neither Operator nor any Subcontractor will knowingly hire, employ, or contract with any individual who is not legally authorized to work in the United States. Operator will utilize the United States Department of Homeland Security's Basic Pilot Program for I-9 employment eligibility verification to verify the status of any new hires and will immediately notify RIAC's Representative in the event that Operator becomes aware that it or any Subcontractor has hired or is employing any unauthorized workers.

6.2.1 Parking Facilities Manager. Operator will select and appoint a dedicated Parking Facilities Manager for the Parking Facilities who will: (i) be Operator's on-site operations supervisor; and (ii) have the authority to bind Operator on any matter arising under this Agreement. The Parking Facilities Manager will have complete authority on behalf of Operator in respect to the conduct of Operator's operations. The exclusive responsibility of the Parking Facilities Manager for Operator will be the management of the Parking Facilities, and the Parking Facilities Manager will not perform any non-management functions on a regular basis, such as ticketing or cleaning.

6.2.2 Minimum Qualifications. The Parking Facilities Manager must be of unquestionable integrity, with a minimum of three (3) years' service industry management experience and six (6) months successful parking management experience in administration and supervision of similar operations.

6.2.3 Working Hours. The Parking Facilities Manager will be assigned on a full-time basis to the Parking Facilities and will be available on-site during RIAC's normal business hours. Operator will not assign the Parking Facilities Manager to any other parking facilities or responsibilities. After normal business hours, the Parking Facilities Manager will be accessible to Operator's personnel and to RIAC by means of cellular telephone, pager or other electronic method. In addition, the Parking Facilities Manager must be on duty within the Parking Facilities at the hours and dates specified by RIAC's Representative in order to facilitate the planning and execution of the obligations of Operator under this Agreement. In case of an emergency, the Parking Facilities Manager, or his or her designee, must respond within thirty (30) minutes after Operator's employees or RIAC makes, or attempts to make, contact with him or her.

6.2.4 Responsibilities. The Parking Facilities Manager will be assigned to the RIAC Parking Facilities operations exclusively on a full-time basis. The Parking Facilities Manager will attend any meetings with RIAC's

Representative or other RIAC management or personnel upon the reasonable request of RIAC. The Parking Facilities Manager will perform on-going inspections to ensure a high level of performance and work practices on the part of Operator.

6.3 Policies. RESERVED.

6.4 Safety Action Plan. Operator will maintain a Safety Action Plan for its employees. Such plan will include all Material Safety Data Sheets (MSDS) for any chemicals stored or used in the Parking Facilities.

6.5 Fidelity Bonds. Operator will obtain, and provide RIAC with evidence of, fidelity bonds covering all of Operator's employees in any amounts reasonably specified from time to time by RIAC.

6.6 Removal. RIAC will have the right to require removal of any Parking Facilities Manager or other employee of Operator or any Subcontractor whose conduct is unprofessional, disorderly, or otherwise unacceptable to RIAC, in RIAC's sole discretion.

7. Property Accountability. All property furnished by RIAC or purchased by Operator under this Agreement will remain the property of RIAC, except the Parking Revenue Control System and any equipment acquired by Operator pursuant to Section 19, which will automatically become RIAC's property without further action on the part of Operator or RIAC, at the expiration or sooner termination of the Term. In the event that the Term of this Agreement is terminated prior to its expiration, RIAC will pay Operator an amount equal to the unamortized cost of any equipment acquired by Operator at RIAC's request pursuant to Section 19. Operator will maintain an equipment control system that provides for a master list of all equipment used in connection with the management and operation of the Parking Facilities. Such list will: (i) contain, at a minimum, the description and location of all such equipment, including new equipment acquired by either Operator or RIAC during the Term; and (ii) be available to RIAC from time to time upon its request. Upon the expiration or sooner termination of this Agreement, Operator will render an accounting of all such property. Operator will reimburse RIAC the full cost of any property furnished by RIAC or purchased by Operator under this Agreement that is missing or damaged beyond ordinary wear and tear.

8. Access. RIAC will have unrestricted access to the Parking Facilities: (i) at any time without undue interference with Operator's performance of its obligations hereunder; (ii) for inspection to determine Operator's compliance with the terms and conditions of this Agreement; (iii) to perform structural repair which is the responsibility of RIAC; and (iv) at any time in the event RIAC determines such access is necessary for security or other emergency purposes.

9. Dedicated Space for Operator.

9.1 Office. RIAC will furnish an appropriate site as an office for Operator to conduct parking operations administration within the Parking Facilities which space will be used solely for the management and operation of the Parking Facilities on RIAC's behalf. RIAC may relocate such site from time to time upon reasonable notice to Operator. RIAC will also provide, at RIAC's expense, telephone services for one extension, and any telephone lines necessary to operate parking control equipment, and water and sewer consumption services. Operator will not modify or alter any equipment, space, or structural component of the Parking Facilities without the prior approval of RIAC. In the event Operator, at its expense, prefers to construct or improve its office, Operator will obtain RIAC's prior approval.

9.2 Personal Property. RIAC will not be responsible for any goods, merchandise, or equipment stored within the Parking Facilities, nor will it be responsible to Operator or any other Person for damage resulting from power failure, flood, fire, explosion and/or any other casualty or cause.

10. Investigation of Complaints. Operator will promptly investigate any complaint received by Operator or RIAC concerning the operation of the Parking Facilities or the conduct, demeanor, or appearance of any employee, agent, or supplier of Operator or any Subcontractor. Operator will respond in writing to any such complaint within two (2) business days from its receipt by Operator. Operator will promptly provide RIAC's Representative with copies of any complaints and its responses.

11. Subcontractors. RIAC will have the right to require Operator to retain Subcontractors, reasonably acceptable to Operator, to perform any of the obligations of Operator under this Agreement. Operator will not subcontract or delegate any portion of its obligations hereunder without the prior approval of RIAC from time to time. Operator will conduct a fair, impartial, and competitive process to obtain bids and select a bidder in accordance with any and all guidelines and procedures established from time to time by RIAC. All portions of any obligations under this Agreement that Operator does not perform with its own employees will be performed under agreements with Subcontractors that meet the requirements of this Agreement. The names, addresses, and a description of the services of all proposed Subcontractors will be submitted to RIAC from time to time for prior approval. By an appropriate written agreement, Operator will require each Subcontractor, to the extent of the services to be performed by the Subcontractor, to be bound to Operator by the terms of this Agreement, and to assume toward Operator all the obligations and responsibilities which Operator, by this Agreement, assumes toward RIAC. Such agreement will preserve and protect the rights of RIAC under this Agreement with respect to the services to be performed by the Subcontractor.

12. Parking Revenue.

12.1 Methods of Payment. Operator will permit payment in cash (United States currency only), traveler's checks, and credit and debit cards approved by RIAC from time to time. Operator will not accept personal checks or money orders as methods of payment.

12.2 Lost Parking Revenue. If any Parking Revenue becomes missing or lost while in Operator's control, Operator will: (i) report in writing the missing or lost Parking Revenue to RIAC within twenty-four (24) hours; and (ii) at its expense, replace the full amount of the missing or lost Parking Revenue within seven (7) days. Operator will determine the amount of missing or lost Parking Revenue by using journal tapes, receipts, counters, and other appropriate equipment. If a dispute arises regarding the amount of any missing or lost Parking Revenue, RIAC shall determine how much replacement is due. RIAC may investigate any incident of missing or lost Parking Revenue, and Operator will assist RIAC in any such investigation.

12.3 Stolen Parking Revenue. If any Parking Revenue is stolen while in Operator's control, Operator will: (i) notify RIAC police and RIAC's Representative immediately; and (ii) timely file a claim with the appropriate insurance carrier to enable RIAC to recover the full amount of the stolen Parking Revenue. RIAC may investigate any incident of stolen Parking Revenue, and Operator will assist RIAC in any such investigation.

12.4 Late Payments. If any Parking Revenue collected pursuant to Section 4(i) is not timely deposited, or if any lost, missing, or stolen Parking Revenue is not replaced as required by this Section 12, an interest rate equal to the lesser of one and one-half (1.5%) percent per month or the maximum interest rate permitted under applicable law, compounded monthly, will be applied to any amounts overdue until such overdue amounts shall have been paid in full.

13. Changes to Parking Policies. RIAC has the exclusive right to promulgate policies, procedures, rules, and regulations concerning the operation and use of the Parking Facilities, effective on reasonable notice to Operator.

14. Customer Service.

14.1 Standard. At all times during the Term, Operator, its employees, agents, and Subcontractors, will serve all patrons of the Airport for the benefit of RIAC, in a first class, impartial, and nondiscriminatory manner consistent with the highest quality and type of service expected by a premier commercial airport in the United States. Operator will ensure that its employees, agents, and Subcontractors receive appropriate training in, and perform in accordance with, the highest standards of customer service, including all of the requirements, obligations, and responsibilities specified in Section 6. In addition, upon entering any of the exit plazas, customers shall wait no longer than five (5) minutes to be processed for payment of parking tickets and plaza exit.

14.2 Emergency Service. Operator will provide twenty-four (24) hour emergency service to patrons of the Parking Facilities, including vehicle jump-start and lock-out, flat tire, and car search assistance.

14.3 Notification to Public. Operator will develop and maintain a reporting system to notify the public with accurate information on the status of the Parking Facilities, including parking locations, rates, and special conditions affecting parking availability. At a minimum, this information will be provided on a prerecorded telephone message recording system. Operator will coordinate with RIAC to provide such information on the Airport's website.

15. Recordkeeping and Reports.

15.1 Bookkeeping. Operator will maintain at the Parking Facilities, in a true and accurate manner, and in accordance with generally accepted accounting principles consistently applied, a complete set of books and records, in a form and manner approved by RIAC, showing all Parking Revenue collected and all expenditures made in connection with the operation of the Parking Facilities, together with such supporting data and documents as would reasonably be expected to be examined by an independent public accountant in performing an auditor examination of Operator's Parking Revenue and Operating Expenses and Capital Expenses in accordance with generally accepted accounting principles, consistently applied, and generally accepted auditing standards, and as shall be prescribed by RIAC from time to time. Such books and records will be maintained sequentially and otherwise in such a manner as to make them easily reconcilable for audit purposes with the reports and forms to be submitted to RIAC by Operator.

15.2 Inspection. RIAC will have the right at any time to examine, copy, and audit the records, books, data and documents kept by Operator regarding the operation and maintenance of the Parking Facilities, and Operator will assist RIAC in the conduct of such examination or audit. The originals of all such records will be made available to RIAC at the Parking Facilities for a minimum of six (6) months following the last day of each RIAC Fiscal Year during the Term. Operator will maintain copies of all records and documents on electronic media, in the form customarily used in the industry, available for RIAC's inspection in printed form, for a three-year period following the last day of each RIAC Fiscal Year during the Term. Such records and documents will be provided to RIAC within thirty (30) days of a written request by RIAC. If such books and records are kept at locations other than the Parking Facilities, Operator will arrange for them to be brought to the Parking Facilities or other location convenient for RIAC's auditors.

15.3 Daily Report. Operator will prepare a Daily Report for each twenty-four (24) period during the Term commencing with the Management Commencement Date. Operator will submit a copy of each Daily Report to RIAC on a daily basis and maintain at the Parking Facilities the original copy of each Daily Report, with any tickets, receipts, journal tapes, copies of deposit forms, and other supporting documentation until the expiration of one year after the termination of this Agreement. The Daily Report will reflect all financial transactions related to the operations of the Parking Facilities, and will include, at a minimum:

- (i) the number of tickets issued during the twenty-four hour period;
- (ii) the number and extended value of tickets collected;
- (iii) the value and source of all Parking Revenue;
- (iv) any validations;
- (v) a reconciliation of tickets and revenue;
- (vi) any counter readings as requested by RIAC;
- (vii) the number of missing tickets;
- (viii) the number of voided tickets with the reasons for voiding;
- (ix) fee computer totals including amount of all transactions;
- (x) transaction totals by type (such as cash or credit card);
- (xi) the amount deposited in Operator's bank account; and

- (xii) the signatures of the person who prepared the Daily Report and the Parking Facilities Manager.

15.4 Monthly Report. Operator will prepare a Monthly Report for each month during the Term and submit it to RIAC by the 15th day of the following month. Operator will maintain at the Parking Facilities the original copy of each Monthly Report, with any supporting documentation until the expiration of one year after the termination of this Agreement. The Monthly Report will reflect the operations and activities of the Parking Facilities for the previous month and will include, at a minimum:

- (i) a notation of any defect or potential defect in any of the Parking Facilities or Parking Facilities equipment;
- (ii) the number of tickets issued during the specified period;
- (iii) the number and extended value of tickets collected;
- (iv) the value and source of all Parking Revenue, including deposits;
- (v) any validations;
- (vi) a reconciliation of tickets and revenue;
- (vii) any counter readings as requested by RIAC;
- (viii) the number of unaccounted tickets;
- (ix) the number of voided tickets with reasons for voiding;
- (x) fee computer totals including amount of all transactions;
- (xi) transaction totals by type (such as cash or credit card);
- (xii) the amount deposited in Operator's bank account;
- (xii) the amount payable to RIAC for the Concession Fee; and
- (xiii) the signatures of the person who prepared the Monthly Report and the Parking Facilities Manager.

15.5 Annual Report. Operator will prepare an Annual Report for each RIAC Fiscal Year during the Term and submit it to RIAC by July 15th following the end of each such RIAC Fiscal Year. Operator will maintain at the Parking Facilities the original copy of each Annual Report, with any supporting documentation until the expiration of one year after the termination of this Agreement. The Annual Report will reflect the operations of the Parking Facilities for the immediately preceding RIAC Fiscal Year, and will include, at a minimum:

- (i) a listing of contracts to maintain the Parking Facilities;
- (ii) a listing of any contract awarded to disadvantaged business enterprises;
- (iii) detail of any accomplishments for the year;
- (iv) a listing of any objectives for the current RIAC Fiscal Year;
- (v) revenue and expense reports; and

- (vi) budget and operational comparisons with previous RIAC Fiscal Years.

15.6 Annual Certifications and Audits.

15.6.1 Annual Audit. On or before August 31 in any RIAC Fiscal Year during the Term, and/or within sixty (60) days following the termination of this Agreement, Operator will provide RIAC with a written report certified as to accuracy and completeness by an independent certified public accountant licensed to practice in the State of Rhode Island, reasonably acceptable to RIAC, detailing: (i) the amount of parking fees required to be collected by Operator and the amount of parking fees actually collected; (ii) any other revenue which Operator is required to collect and the amount of any and all such revenue actually collected; and (iii) the actual amount of Operating Expenses incurred by Operator and the amount reimbursed by RIAC. The independent certified public accountant will certify that its audit report was: (i) performed in accordance with generally accepted auditing standards; and (ii) prepared in accordance with the terms and conditions of this Agreement. In the event that the report indicates that the Operating Expenses for such period have not been fully reimbursed, then RIAC will pay Operator the amount of any such deficiency within thirty (30) days of the issuance of the report. In the event that RIAC has paid Operator an amount in excess of the Operating Expenses that should have been reimbursed, Operator will pay RIAC the full amount of any such excess within thirty (30) days of the issuance of the report. In the event that Operator fails to pay such excess with such time period, Operator will pay RIAC such excess, together with interest thereon at a rate equal to the lesser of one and one-half (1.5%) percent per month or the maximum interest rate permitted under applicable law, compounded monthly, from the date such payment was due, and RIAC may off-set such excess against any fees due and owing Operator at any time. Operator will also provide RIAC with a copy of its annual financial statements, audited if available.

15.6.2 Secondary Audits. If Operator conducts internal or other audits of its operations of the Parking Facilities, Operator will submit to RIAC any and all audit reports within 60 days of completion. Operator shall notify RIAC of any deficiencies noted, along with recommendations for correction and improvement.

15.7 Additional Reports and Records. In addition to the reports specified in Sections 15.3, 15.4, 15.5, and 15.6, Operator will maintain any other records, and prepare and submit to RIAC such other daily, weekly, monthly, and/or annual reports, including reports for the Parking Revenue Control System, as RIAC may determine necessary or appropriate from time to time.

15.8 Late Reports. If Operator fails to submit the Daily Report, the Monthly Report, the Annual Report, or any other additional report or record required by RIAC under this Agreement, within the applicable time period set forth in this Section 15, a \$50.00 late charge will accrue and be immediately due and payable for each day such report or record is past due.

16. Insurance.

16.1 Maintenance of Insurance. Operator will provide, pay for, and maintain with companies with a Best rating of "A+" or better the types of insurance described herein. All insurance will be from responsible companies duly eligible to do business in the state of Rhode Island. All liability policies shall provide that the State of Rhode Island and RIAC are additional insureds regarding the operations of Operator under this Agreement and will also provide the Severability of Interest Provision. The insurance coverages and limits required will be evidenced by properly executed Certificates of Insurance on forms which are reasonably acceptable to RIAC. The Certificates of Insurance will be signed by the authorized representative of the insurance company shown in the Certificates with proof that the signatory is an authorized representative thereof. The required policies of insurance will be performable in the state of Rhode Island, and will be construed in accordance with the laws of the state of Rhode Island.

16.2 Changes. Thirty (30) days' prior written notice by registered or certified mail shall be given RIAC of any cancellation, intent not to renew, or reduction in the policies or coverages except in the application of the Aggregate Limits Provisions. In the event of a reduction in any Aggregate Limit, Operator will take immediate steps to have it reinstated. If at any time RIAC requests a written report from the insurance company as to any impairments to the Aggregate Limit, Operator will promptly authorize and have delivered such report to RIAC. Operator will make up any impairment when known to it. Renewal Certificates of Insurance will be provided RIAC ten (10) days prior to expiration of current coverages so that there will be no interruption in the operations due to lack of proof of insurance

coverages required of Operator in this Agreement. Operator authorizes RIAC and its insurance consultant to confirm, from time to time, all information furnished to RIAC for the purpose of verifying Operator's compliance with the terms and conditions of this Agreement. The acceptance of delivery by RIAC of any Certificate of Insurance evidencing the insurance coverages and limits required does not constitute approval or agreement by RIAC that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with this Agreement.

16.3 General Liability. If any general liability insurance required herein is to be issued or renewed on a "claims made" form as opposed to an "occurrence" form, it shall provide that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) shall be unlimited.

16.4 Types and Amounts. The amounts and types of insurance will conform to the following minimum requirements. The wording of all policies, forms and endorsements must be acceptable to RIAC. RIAC reserves the right, from time to time, to require Operator to increase the limits hereinafter stated.

16.4.1 Workers Compensation Insurance. Operator will obtain and maintain: (i) workers compensation insurance in accordance with the laws of the state of Rhode Island for all Operator's employees; and (ii) employers' liability insurance. The amount of workers compensation insurance shall not be less than the Rhode Island statutory minimum requirements.

16.4.2 Commercial General Liability Insurance. Commercial general liability insurance shall be maintained by Operator. Limit of Coverages shall not be less than:

Bodily Injury, Personal Injury and Damage	\$3,000,000.00	Combined Single Limit Each Occurrence
Liability	\$3,000,000.00	Each Occurrence and Aggregate for liability associated with operations under this Agreement

16.4.3 Automobile Liability Insurance. Automobile liability insurance shall be maintained by Operator as to the ownership, maintenance, and use of all owned, leased, or hired vehicles used or to be used at the Airport, with limits of not less than:

Bodily Injury Liability	\$3,000,000.00	Limit Each Person
	\$3,000,000.00	Limit Each Accident
Property Damage Liability	\$3,000,000.00	Limit Each Accident
or		
Bodily Injury and Property Damage Liability	\$3,000,000.00	Combined Single Limit Each Accident

16.4.4 Garagekeeper's Insurance. Operator will maintain Garagekeeper's Legal Liability insurance providing coverage for customer cars in Operator's care, custody, or control on a direct primary basis for comprehensive coverage and collision coverage of \$3,000,000 per occurrence at the Parking Facilities.

16.4.5 Umbrella Liability Insurance. Operator will obtain and maintain umbrella liability insurance during the Term, insuring Operator for an amount not less than \$10,000,000 per occurrence combined limit for bodily injury and property damage. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

16.5 No Limitation on Liability. The requirements for the various types and amounts of insurance

under this Section 16 shall in no way limit or otherwise affect the indemnification obligations of Operator under Section 18.

16.6 Subrogation. Operator waives subrogation against RIAC, its officers, directors, and employees, and agents for injuries, including death, property damage, or any other loss to the extent such injuries, damage, or loss be covered by the proceeds of insurance.

16.7 Sufficient Coverage. All insurance policies maintained by Operator will provide that all provisions of this Agreement concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

16.8 Subcontractors. The obligations of Operator under this Section 16 shall apply equally to all Subcontractors.

17. Concession Fee.

17.1 Concession Fees. Operator will pay RIAC a Concession Fee of _____ percent (___%) of Gross Revenue as defined herein and as proposed on Attachment B of RFP 27486. Amount will be paid monthly to RIAC by the 10th day of the subsequent month's operations.

17.2 Unaccounted for Tickets. Unaccounted for tickets in a month shall be calculated by adding the number of vehicles parked in each of the Parking Facilities at the start of the month to the number of tickets issued during the month and then subtracting the number of tickets collected during the month (including all voided, substituted, and damaged tickets) and the number of vehicles parked in each of the Parking Facilities at the end of the month. The Operator shall pay RIAC monthly an amount equal to the number of unaccounted for tickets in each of the Parking Facilities times the average ticket price for each such Parking Facility.

17.3 Reimbursable Expenses. RIAC may from time-to-time have a need for Operator to facilitate extraordinary repairs, maintenance, and/or undertake other activities on behalf of RIAC under this Agreement. In instances whereby RIAC provides prior written approval and appropriate documentation for these expenditures, all costs incurred by Operator in undertaking such extraordinary activities on RIAC's behalf shall be reimbursable to Operator.

18. Indemnification.

18.1 Indemnification by Operator. Operator will defend, indemnify, and hold RIAC and the state of Rhode Island harmless from and against any and all loss, costs, claims, demands, actions, causes of action, awards, penalties, damages or liabilities, of every kind and character, whether in law or in equity, including attorneys' fees and court costs, whether by reason of death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, or any other reason, arising out of or otherwise caused by, directly or indirectly: (i) any failure by Operator to perform its obligations in accordance with the terms and conditions of this Agreement; (ii) any other breach by Operator of the terms and conditions of this Agreement; (iii) the acts or omissions of Operator, or any of its officers, directors, employees, agents, business visitors, or guests, in, on or about the Parking Facilities or the Airport; and (iv) Operator's management and operation of the Parking Facilities. Operator will give RIAC prompt and timely notice of any claim made or proceeding instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect RIAC, and RIAC will have the right to control, at Operator's expense, the defense of any such claim or proceeding to the extent of RIAC's own interests. Operator's indemnity and defense obligations under this Agreement will survive the expiration or sooner termination of the Term.

18.2 No Liability. Neither RIAC nor the state of Rhode Island will be liable to Operator for any loss, injury, or damage, including lost profits, which may happen to Operator, or to Operator's employees, agents, business visitors, guests, or to persons claiming under Operator, while in or about the Parking Facilities or the Airport, unless directly caused by the intentional or negligent act or omission of RIAC, its employees or agents. Operator waives and releases all claims against the state of Rhode Island, RIAC, their directors, officers, employees, and agents with respect to all matters for which RIAC has disclaimed liability under this Agreement or occasioned by any cause beyond RIAC's reasonable control.

19. Capital Projects. RIAC will be responsible for all Capital Projects. RIAC, in its sole discretion, may: (i) provide the necessary materials and equipment and direct RIAC personnel to perform the necessary work; (ii) authorize a private contractor to provide the necessary materials and equipment and perform the necessary work; or (iii) authorize Operator to provide the necessary materials and equipment and perform the necessary work, in which case Operator may include the costs as a Reimbursable Expense per Section 17.3, unless the need for the Capital Project is the result of negligence, neglect, misuse, or abuse on the part of Operator.

20. Right to Maintain and Improve Airport.

20.1 Improvements. RIAC will have the absolute right at any time during the Term to make any repairs to, improve, and/or undertake any construction projects at, the Airport Terminal, Parking Facilities, access roadways, and all other Airport facilities or property, and in any and all such cases, RIAC will be free from any and all liability to Operator for any loss of business, damages, or expenses of any nature whatsoever to Operator occasioned during any such repairs or improvements.

20.2 Parking Facilities. Without limiting the generality of Section 20.1, RIAC will have the right, in its sole discretion, to: (i) substitute, reconfigure, expand, add, decrease, or remove any the Parking Facilities; and (ii) modify the terms and conditions of this Agreement to reflect any such changes.

21. Termination.

21.1 Termination for Cause. RIAC may terminate this Agreement immediately: (i) for Cause; (ii) in the event that in RIAC's judgment, it is improbable at the time that Operator will perform in accordance with the provisions of Section 25.6; or (iii) in an emergency that poses a public health or safety hazard, or in the event of any condition jeopardizing or affecting the safety or convenience of the public.

21.2 Termination without Cause. RIAC may terminate this Agreement, in whole or in part, without cause, effective upon sixty (60) days prior notice from RIAC to Operator.

21.3 Non-appropriation. RIAC may terminate this Agreement, effective upon the last day of the then current RIAC Fiscal Year, in the event that RIAC's Board of Directors fails to appropriate funds for the Agreement for the immediately succeeding RIAC Fiscal Year.

21.4 Effect of Termination. In the event of any such termination: (i) RIAC will pay Operator any and all management fees and other sums due it pursuant to Section 17 through the effective date of termination; and (ii) Operator will cooperate with RIAC and any subsequent parking manager to ensure a smooth transition of the management of the Parking Facilities. At the expiration or sooner termination of the Term, the Parking Revenue Control System will automatically, without further action on the part of Operator or RIAC, become the property of RIAC. In the event that the Term of this Agreement is terminated prior to its expiration, RIAC will pay Operator an amount equal to the unamortized cost of the Parking Revenue Control System. At the expiration or sooner termination of the Term, any equipment purchased by Operator for the operations of the Parking Facilities will automatically, without further action on the part of Operator or RIAC, become the property of RIAC.

22. Force Majeure. Neither RIAC nor Operator will be liable for any failure or delay in performance of any obligation under this Agreement due to any cause not reasonably foreseen by, beyond the control of, and without the fault or negligence of either party; provided that RIAC or Operator shall have used its best efforts to avoid such failure or delay in performance, minimized the impact thereof, and rendered prompt written notice thereof when first discovered, fully describing its probable effect and duration. In such event of excusable delay or nonperformance, RIAC will have the right at its option and without liability to Operator to cancel by notice to Operator any or all portions of Operator's performance so affected and to take such other action as may be necessary. RIAC may, after ascertaining the facts and the extent of the delay, extend the time for completing performance when the facts so justify. RIAC will not be liable for any increased costs, including price escalation, beyond the original performance, due to causes beyond either party's reasonable control.

23. Absence of Restrictions. Operator is under no contractual or other obligation or restriction which

is inconsistent with Operator's execution of this Agreement or the performance of its obligations under this Agreement. During the Term, Operator will not enter into any agreement, either written or oral, in conflict with Operator's obligations under this Agreement.

24. Federal Covenants.

24.1 Nondiscrimination. Operator, on its own behalf, and on behalf of its successors and assigns, covenants that: (i) no person on the grounds of race, color, gender, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination regarding Operator's operations; (ii) in connection with the furnishing of services by Operator pursuant to this Agreement, no person on the grounds of race, color, gender or national origin shall be excluded from the participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) Operator shall have access to the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended from time to time (Acts and Regulations). Operator for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Operator will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. The Acts and Regulations are set forth on Exhibit "A" hereto. Operator for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended.

24.2 Affirmative Action. Operator will undertake an affirmative action program, as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or gender be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. No person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart. Operator will require, furthermore, that its subcontractors and sub-consultants provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurance from their subcontractors and sub-consultants, as required by 14 CFR 152, Subpart E, to the same effect.

24.3 Noninterference by Operator. Operator will neither erect structures nor permit nor operate equipment nor store material in or at the Parking Facilities in such a manner as to create any obstruction to air navigation and radar operations according to the criteria or standards as prescribed from time to time in 14 U.S.C. §44718, 49 U.S.C. §44718, and 14 C.F.R. Part 77 of the FAA Regulations, nor will Operator create electrical interference with radio communications, radar or electromagnetic equipment between the Airport and aircraft, or make it difficult for a flier to distinguish between Airport lights and others, or cause a glare in the eyes of fliers using the airport, or impair visibility in the vicinity of the Airport by lights or smoke, or otherwise endanger the landing, taking-off, or maneuvering of aircraft. Operator will not, by either its activities on, or upon or use of the Parking Facilities, interfere with radio communications, instrument landing systems, navigational aids or flight operations of the Airport or telecommunications equipment or devices located at the Airport, whether or not related to airport operations.

24.4 Government Contract Requirements. In addition to the provisions of Sections 24.1, 24.2, and 24.3, Operator will comply with all of the provisions of the federal laws and contract requirements.

25. General Provisions.

25.1 Rules and Regulations. Operator and its employees and agents, at their sole cost and expense, will be bound by, and will be subject to, the rules, regulations, policies, procedures, and standards promulgated and to be promulgated by RIAC from time to time for the governance and operation of the Airport as reasonably may be required, including but not limited to, RIAC's Ground Transportation Regulations. RIAC reserves the right to add or amend such rules, regulations, policies, procedures, and standards from time to time.

25.2 Compliance with FAA. Operator will comply with the rules, regulations, and requirements of the Federal Aviation Administration and all other federal, state, and local governmental authorities in all matters relating to the operation of the Airport.

25.3 Notices. All notices, demands, and requests permitted or required under this Agreement will be in writing and will be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested, or by facsimile transmission, to Operator and RIAC at the addresses set forth below:

If to RIAC:

Rhode Island Airport Corporation
2000 Post Road
Warwick, Rhode Island 02886
Attention: President and CEO

with a copy to:

Rhode Island Airport Corporation
2000 Post Road
Warwick, Rhode Island 02886
Attention: Corporate Counsel

If to Manager:

All notices, demands and requests shall be effective upon personal service, facsimile transmission, or deposit in the United States mail. The time period in which a response to any such notice, demand or request must be given, however, shall commence to run from the date of receipt of the notice, demand, or request in the case of personal service or facsimile transmission and the date upon the return receipt in the case of mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided below shall be deemed to be the date of receipt of the notice, demand or request sent. By notice sent in the manner set forth herein, RIAC and Operator shall have the right from time to time and at any time during the Term to change their respective addresses for notices.

25.4 Consent. Whenever in this Agreement, or in any other agreement or document executed and/or delivered in connection herewith, the consent or approval of RIAC is permitted or required, such consent or approval must be in writing and shall be given exclusively by RIAC's Representative, or his or her duly authorized designee.

25.5 Relationship. Nothing in this Agreement is intended to or shall constitute either party as an agent, legal representative, partner, joint venture, employee, or servant of the other for any purpose. Operator is an independent contractor and responsible for all acts and omissions of its employees, agents, and Subcontractors. Operator is solely responsible for withholding and paying any and all federal, state, and local taxes, social security payments, and any other taxes or payments which may be due incident to payments made by RIAC for services rendered under this Agreement. Operator will not undertake any course of action or make any representation to the effect that it is the agent, servant or employee of RIAC.

25.6 Adequate Assurance of Future Performance. RIAC may require Operator to provide RIAC with adequate assurance that Operator will perform its obligations in a timely fashion in accordance with this Agreement. In the event that RIAC requests that Operator provide adequate assurance, or a statement by Operator that Operator cannot or will not perform in a timely fashion in accordance with this Agreement, or any act of omission of Operator that makes it, in RIAC's judgment, improbable at the time that Operator will perform in accordance with this Agreement shall permit RIAC to terminate the Agreement under Section 21.

25.7 Publicity. Except as specifically required for the performance of this Agreement, Operator will not use in advertising, publicity or otherwise RIAC's name, photographs, logos, trade names, or other identifying characteristics, or refer to the existence of this Agreement, in press releases, advertising or materials distributed to prospective contractual parties.

25.8 Timeliness. Time is of the essence of this Agreement. Operator will perform the all of its obligations under this Agreement in such manner as to ensure their completion in a timely manner.

25.9 Complete Contract. The terms and conditions of this Agreement constitute the entire agreement between RIAC and Operator and supersede all negotiations, agreements, representations, reports, and understandings, whether oral or written, with respect to the subject matter hereof, and neither party shall be bound by nor charged with any oral or written agreements, representations, reports, or understandings not specifically set forth in this Agreement.

25.10 Amendment. This Agreement may be amended or modified only by a writing signed by both RIAC and Operator.

25.11 Validity. In the event that this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

25.12 Governing Law. This Agreement has been entered into in the state of Rhode Island and all questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of this state, without reference to its choice of law provisions. Operator irrevocably consents and submits to the exclusive jurisdiction of the courts of the state of Rhode Island and the United States District Court for the District of Rhode Island, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action, or other proceeding arising out of any of its obligations or rights hereunder, and waives any objection it may have to the venue of any such suit, action or other proceeding in such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. Nothing in this Section 25.12 shall affect the right of RIAC to bring any suit, action, or proceeding against Operator or its property in the courts of any other jurisdictions.

25.13 Third Party Beneficiary. This Agreement is made and entered into solely and specifically between RIAC and Operator for their own benefit, and no third party shall have the right to enforce the provisions of this Agreement or have any other rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

25.14 Waiver. No consent or waiver, express or implied, by RIAC to or of any breach or default by Operator under this Agreement shall be deemed or construed to be consent or waiver to or of any other breach or default under this Agreement.

25.15 Successors and Assigns. This Agreement, and all of the rights, benefits, duties, liabilities, and obligations of RIAC and Operator shall inure to the benefit of, and be binding upon, RIAC and Operator, and their successor and assigns; provided, however, that Operator may not assign its rights, or delegate its obligations, under this Agreement, without the prior written consent of RIAC. The transfer of any legal or equitable interest in Operator at any time during the Term will be deemed to be an assignment of Operator's rights and/or a delegation of Operator's obligations prohibited by this Section 25.15.

IN WITNESS WHEREOF, RIAC and Operator have each caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

OPERATOR

By: _____

**RHODE ISLAND AIRPORT
CORPORATION**

Approved as to Form and Substance

By: _____

Annette P. Jacques
Corporate Counsel

By: _____

Iftikhar Ahmad
President & CEO

EXHIBIT “A”

During the performance of this Agreement, Operator, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).