



REQUEST FOR PROPOSAL (#19-90RFP)

.....

PARKING MANAGEMENT SERVICES

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ATTENTION: This is not an order. Read all instructions, terms, and conditions carefully.

IMPORTANT: Proposals must be received no later than 2:00 p.m. Eastern Time (ET) on Thursday, November 21, 2019.

RFP # **19-90RFP** **DATE ISSUED:** **October 17, 2019**

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
PARKING MANAGEMENT SERVICES (#19-90RFP)**

The Kenton County Airport Board ("KCAB") will receive proposals for **Parking Management Services** at the Cincinnati/Northern Kentucky Int'l Airport ("CVG"). Proposals must be received by November 21, 2019 at 2:00 p.m. ET. No proposals will be accepted after that time unless such date or time is extended pursuant to an addendum issued by KCAB.

A pre-proposal meeting will be held on October 31, 2019 at 10:00 a.m. ET at the CVG Centre, 77 Comair Boulevard, Erlanger, KY 41018. Please RSVP by September 24, 2019 through KCAB's online bidding system which can be accessed at <http://www.cvgairport.com/bids> under "Current Opportunities". Select Invitation #19-90RFP and provide the name of the person(s) attending. NOTE: Although attendance at the pre-proposal meeting is not limited, the subsequent walkthrough is limited to a maximum of two (2) persons per company.

KCAB reserves the right to waive any informality or irregularity in any proposal or bid guaranty, to reject any or all proposals, to award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified responsible proposer to such extent as may be beneficial to KCAB.

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

Further information and copies of the Request for Proposal (RFP) may be downloaded from <http://www.cvgairport.com/bids> - Current Opportunities.

**KENTON COUNTY AIRPORT BOARD
Candace S. McGraw, Chief Executive Officer
CINCINNATI/NORTHERN KENTUCKY INTERNATIONAL AIRPORT
Hebron, Kentucky 41048**

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SCHEDULE OF EVENTS

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| • October 31, 2019 at 10:00 a.m. | Pre-proposal meeting and site visit. |
| • November 13, 2019 | Deadline for questions to be submitted. |
| • November 15, 2019 | Answers to questions issued. |
| • November 21, 2019 at 2:00 p.m. | Proposals due. |
| • Week of December 16 and 17th proposers. | Anticipated interviews of shortlisted |
| • March 1, 2020* | Anticipated Contract implementation. |

*Currently parking management services are provided under contract at CVG. For approximately thirty (30) days immediately prior to assuming responsibility for performing under this Contract, Contractor shall familiarize itself with the layout and equipment at CVG (“Transition Period”). On or before the conclusion of the Transition Period, Contractor shall provide all personnel with necessary licenses, badges, training, material, equipment, supervision, and all other items necessary to provide the scope of services and comply with all the terms of this contract so that Contractor fully assumes all contract responsibilities on March 1, 2020.

KCAB reserves the right to modify or alter the schedule of events to such extent as may be beneficial to KCAB.

SECTION A - GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

A.1 BACKGROUND AND SCOPE

The Kenton County Airport Board (“KCAB”) is soliciting proposals relating to parking management services at the Cincinnati/Northern Kentucky International Airport (“CVG”). As part of an ongoing effort to accommodate changing customer demands, to provide the highest level of service to CVG passengers, and to maximize the revenues associated with CVG parking operations, KCAB is soliciting proposals for the management, operation, maintenance, and provision of customer services for the parking facilities at CVG. Parking management services include, but are not limited to, the KCAB-owned public and employee parking facilities and associated shuttle bus operations, valet parking, and limo/commercial vehicle lot.

CVG is currently served by the following scheduled carriers: Air Canada, Allegiant, American, Delta, Frontier, Southwest, and United.

Annual O&D enplanements per calendar year:

2015	2,669,588
2016	3,007,532
2017	3,652,270
2018	4,161,092

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2019 (estimated) _____ 4,298,577

Further, while passenger volume exhibits some peaks and valleys during a typical day, it is relatively constant from 05:00 hours through 23:00 hours on weekdays. Over 94% of CVG's passenger traffic is origination-destination, i.e. most passengers either begin or end their air travel at CVG and are therefore potential parking customers. The balance consists of connecting and through passengers.

See Exhibit 1.1 for historical Gross Receipts and Transactions

KCAB desires to not only enhance non-aeronautical revenues, but to also provide the air traveling public, patrons of CVG as well as tenants, CVG-based employees, and the general public with convenient and efficient on-airport parking. Furthermore, KCAB desires a parking manager with an entrepreneurial approach that provides strategic and realistic initiatives that positions KCAB to grow its market share and ultimately increase the capture rate percentage of prospective parkers using the CVG parking facilities.

A.2 SUBMISSION OF PROPOSALS

Responses to this RFP must be submitted electronically through KCAB's online bidding system which can be accessed at <http://www.cvgairport.com/bids> under "Current Opportunities". Select the project titled Parking Management Services (Invitation #19-90RFP) and follow the instructions for submittal. The completed and signed proposal (together with all required attachments) must be transmitted and received in the system no later than October 17, 2019 at 2:00 p.m. Eastern Time (ET).

Proposers should allow for sufficient time to upload and transmit all required information. Proposer is solely responsible to ensure its submission is transmitted prior to the due date and time. KCAB will not accept submissions after the due date and time and is not responsible for any error in transmission including but not limited to power outage, internet connectivity, unauthorized access, etc.

Individual submittals will not be read in public or available for public inspection until after an award determination has been made.

A.3 RFP QUESTIONS

KCAB is not bound by and proposers may not request or rely on any oral interpretation or clarification of this RFP. Therefore any questions regarding this RFP are encouraged and should be submitted electronically using the Q&A tab of this RFP on KCAB's online bidding system, which can be accessed at <http://www.cvgairport.com/bids> under "Current Opportunities".

Questions received on or before the Deadline to Submit Questions in the Schedule of Events will be posted on the Q&A tab of this RFP on the bidding system per the

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Schedule of Events. Answers to questions from any proposer will be available to all proposers.

All communications regarding this solicitation must only be through the Contract and Procurement Administration Department. No communication is to be directed to any other KCAB personnel unless otherwise instructed by the Contract and Procurement Administration Department. Failure to comply may result in the disqualification of proposer's submittal.

A.4 ADDENDA

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued to all recipients of this RFP.

A.5 SCOPE OF SERVICES

A.5.1 The successful proposer ("Operator") shall provide the 24/7 day to day operation and management of CVG's Parking Facilities. Operator shall adequately meet CVG passengers' demand for parking by providing an efficient and professional operation.

A.5.2 Definitions - To the extent included in this solicitation document the following terms carry the below definitions:

1. **Agreement or Contract:** means this document and attached Exhibits, and any amendments.
2. **Annual Operating Budget:** means the itemized budget submitted by the Operator and approved by the Kenton County Airport Board (the "KCAB") before the start of each Budget Year for the Reimbursable Expenses and Management Fee for which the KCAB agrees to reimburse the Operator pursuant to this Agreement.
3. **Budget Year:** means the KCAB's fiscal year, which runs from January 1 through December 31st each year.
4. **Financial Reporting:** means the various reports required by the KCAB pursuant to the Agreement.
5. **General Manager:** means the principal, on-site employee of the Operator whose sole responsibility is to properly administer, operate, and maintain, on a day-to-day basis, the Facilities to the satisfaction of the KCAB or its authorized representative.
6. **Non-Reimbursable Expenses:** means Operator's Expenses and any other expenses not approved in the Annual Operating Budget or by the KCAB in writing.
7. **Operator:** means the successful Proposer submitting the most responsive and responsible proposal and executing the attached Form of Agreement.
8. **Parking Facilities:** means all on-airport parking operations, including the Garage, ValuPark Lot, Economy Lot, Employee Parking Lot, Valet Parking, and shuttle operations associated with the ValuPark and Economy, and

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Employee Parking Lots at the Cincinnati/Northern Kentucky International Airport.

9. **Parking Access and Revenue Control System or PARCS:** means the computerized system for tracking parking activity and revenue.
10. **Payment Card Industry Data Security Standards or PCI DSS:** means a worldwide set of security standards assembled by the Payment Card Industry Security Standards Council. The PCI DSS standards are technical and operational requirements that were created to help organizations that process card payments mitigate credit card fraud, hacking and various other security vulnerabilities and threats.
11. **Reimbursable Expenses:** means the Reimbursable Labor Expenses and Reimbursable Non-Labor Expenses incurred by the Operator in the operation of the Parking Facilities, which the KCAB will pay back to the Operator in accordance with the terms of the Agreement.
12. **Reimbursable Labor Expenses:** means costs for salary and hourly wages, employee benefits (excluding worker’s compensation), and payroll taxes incurred by the Operator in the operation of the Parking Facilities, which the KCAB will pay back to the Operator in accordance with the terms of the Agreement.
13. **Reimbursable Non-Labor Expenses:** means costs for repairs, maintenance and other non-labor expenses incurred by the Operator in the operation of the Parking Facilities, which the KCAB will pay back, without mark up, to the Operator in accordance with the terms of the Agreement.
14. **Standard Operating Procedure Requirements (“SOP”):** means the standard operating procedures governing all aspects of the management and operation of the Parking Facilities, including requirements for levels of service, revenue control and Parking Facilities operating and maintenance requirements.

A.5.3 Parking Facilities

Parking facilities that Operator is responsible for include, but are not limited to:

CVG Parking Facilities	Approx. Spaces
Garage	6,200
Premium Reserved Spaces (Garage)	60
Valet Parking (Garage)	300
ValuPark Lot	4,100
Economy Lot	4,300
Employee Lot	2,000

See Exhibit 1.4 for additional information (include map of parking facilities, new roadway, and terminal).

Garage – There are six entrances into the Garage and one exit plaza equipped with seven exit lanes. Each entrance is equipped with a ticket dispenser and card reader. There are five express credit card lanes, two cashiered lanes, and two automated pay

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in lanes. Each exit lane is equipped with a card reader. The PRCS equipment is Amano/McGann Opus hardware.

Premium Reserved – There are approximately 60 Garage spaces designated for the Premium Reserved parking program. These spaces are located on C level of the Garage directly across from the Terminal. Customers pay a reservation fee in advance. Currently, the reservation fee is \$4/day.

Valet – CVG offers terminal curbside service. Customers drop off and pick up their vehicle along the bag claim curb. There are approximately 300 covered parking spaces in the Garage dedicated to the valet storage. The customer assistance desk, where payment is taken and keys are stored, etc., is located inside bag claim. An office space located inside the Terminal will be available to the Operator.

ValuPark Lot – There are two entrance lanes each with a ticket dispenser and card reader for access into the lot. Currently, the ValuPark shuttle enters the lot from one of these lanes as this lane is also equipped with a Matrix AVI reader. There are three exit lanes. One lane is equipped with an express credit card machine, a card reader, and a Matrix AVI reader. One lane is a cashiered lane only. And the third lane is equipped with a cashier booth and an express credit card lane with card reader. The PRCS equipment is Amano/McGann Opus hardware.

Economy Lot – This lot has three entrances. Two are equipped with ticket dispensers and card readers and one is a dedicated shuttle entrance and this lane has a Matrix AVI reader. There are three exit lanes as well. Two are equipped with express credit card lanes and one lane is a dedicated shuttle exit only and this lane is equipped with a Matrix AVI reader. This shuttle lot does not accept cash. Payment is either credit card or Parking Advantage card tied to a credit card on file. The PRCS equipment is Amano/McGann Opus hardware

Employee Lot – This lot is located off of Loomis Road and is an extension of the existing ValuPark lot. This lot has two entrances and two exits. All lanes are equipped with Matrix badge swipe readers for employees to enter and exit the lot. The far right entrance and far right exit lanes are also equipped with Matrix AVI readers to allow the shuttle buses to access the lot.

CVG Parking Advantage– KCAB has a frequent parker program (FPP), CVG Parking Advantage, which rewards our most loyal customers and corporate partners with free days of parking. While the overall administration of the program remains with KCAB, the Operator is required to adequately and efficiently address FPP customers' needs when using the Parking Facilities, manage FPP accounts, and assist customers, as needed.

KCAB retains the unlimited right throughout the Term of the Agreement, at KCAB's sole discretion, to improve, expand, replace, or modify any of the above described Parking Facilities, and any associated equipment, and/or to create additional parking facilities to serve the passengers. Operator is responsible for any such modified, expanded, or

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additional parking facilities upon 30 days written notification by KCAB's Chief Executive Officer to Operator.

The CVG PARCS system is owned by KCAB and maintained by an independent contractor, currently Evens Time, Inc. The PARCS system is an Amano McGann system.

See Exhibit 1.2 for a Vehicle Fleet list.

Parking Operations Office – Ground Level of Garage

The Parking Operations office is where Operator will perform all the necessary recordkeeping and reporting functions for the operations. It is also where the entire PARCS system network is located.

The Parking Operations office consists of approximately 10,000 square feet. See Exhibit 1.5. The office space contains offices and rooms available for use by the Operator. There are two offices currently used by CVG's PARCS maintenance contractor, Evens Time. All rooms are secured with either a door code, matrix badge swipe reader, or lock and key. The Parking Operations office is provided to the Operator, at no cost, during the Term of the Agreement.

The Parking Operations Office contains the following KCAB-owned equipment which will be available to the Operator:

- Cash Counting Room – Three file cabinets, desk, chair, currency counting machine, wall-cabinet safe, calculator, phone, white board, wall clock.
- Conference Room – PC, small computer desk, printer, tables (2), chairs, dry erase board, phone, Fee Computer/ PRCS training.
- Storage Room – outside the building – Table, utility shelving, all associated office supplies and materials in this area.
- Storage Room 2 (in garage) – ventilated storage space and all equipment inside including snow broom, billy goat vacuum, striping machine, shovels, utility shelf, flammable storage unit, storage rack (wall mounted), delineators, table saw.
- Storage Room (old T2 garage)- not ventilated, with storage racks.
- Hallways – Bulletin boards, bench, Total HR Works Biometric hand scanner, and wall prints.
- Supervisor Area – tables, chairs, printers, phone, LPI PC, camera system and PC, LED Display Signs PC (2), McGann PCIntercom system, plants and accessories, radio system including base station in the supervisor office with eight handheld units and battery chargers, fan, and wall clock.
- Two other offices – desks, credenzas, file cabinets, calculators, office supplies, chairs, prints, plants, PC's, printer, phones, calculator.

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- Manager's Office – Two desks, chairs, prints, bookshelves, PC, camera system and PC, McGann PC, dry erase board, printer, phone, corner table with safe, plants.
- Break Room – Table (2) and chairs, refrigerator, microwave, toaster oven, coffee maker, two vending machines, TV, wall clock, bulletin board.
- Accounting Room – Four desks, Three workstation/ PC's, McGann PC and printer, paper shredder, calculators, file cabinets, chairs, four phones, three intercoms, round end table, wall clock, wall prints, mini fridge, Toshiba copier/printer.
- Verifone Credit Card Machines – wired and cellular.
- Note: Any KCAB-owned computer equipment will have an asset tag affixed to the equipment.
- The Operator is responsible for any cosmetic improvements that need to be made to the Parking Operations Office during the Term of the Contract and will be considered a Non-Reimbursable expense.

The Operator will have the use of an on-site maintenance facility ("Maintenance Facility") located at 2485 Spence Drive, Hebron, KY 41048 to be used for all fleet maintenance (shuttles and utility vehicles) used in the operation, along with manager/supervisors offices, break room, restrooms, maintenance bays, fueling and any other function necessary for the shuttle operations. The Maintenance Facility is provided to the Operator at no cost, however any cosmetic improvements that are needed/warranted will be the responsibility of the Operator and at the Operator's cost and will be considered a Non-Reimbursable expense. See Exhibit 1.6. The Maintenance Facility is equipped with a 10,000 gallon unleaded gas fuel tank. The tank is currently registered in the current operator's name. No additional rent expense will be charged to the Operator for use of this Maintenance Facility.

A.5.4 The Operator will provide all supplies, materials, equipment, operating personnel, insurance, permits and licenses, maintenance and repair, and all other labor and material necessary or required for the successful operation of the Parking Facilities. The Operator is required to

- a) Staff and operate all Parking Facilities and shuttle bus operations 24 hours per day, seven days per week, in a first-class manner and provide prompt, courteous, safe and efficient service at all times. The Operator is responsible for all Parking Facilities including, but not limited to, staffing, training, customer service, janitorial, snow removal and all other activities normally associated with the management of public parking facilities and shuttle bus operations.

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- b) Provide goods and services needed in the operation of the Parking Facilities upon written approval from designated KCAB personnel. Goods and services requested by KCAB are deemed a Reimbursable Expense.
- c) Employ staff to satisfactorily operate all Parking Facilities and cashier booths in a first-class manner, 24 hours per day, and seven days per week. KCAB reserves the right to adjust the schedules as needed. Prior written approval from KCAB is required prior to implementation of any changes to the schedules.
- d) Collect all monies throughout each day and deposit in a depository account designated by KCAB. On a daily basis, Operator shall provide to KCAB overnight car counts and inventory, previous day's staffing levels by facility and shift, revenue collection and reporting, and any other information that may be requested by KCAB.
- e) Accept all major credit cards, including American Express, Mastercard, Visa, and Discover. Operator may not mark up or otherwise increase the credit card processing fees. On a monthly basis, provide to the KCAB statements from the processor and the credit card companies, accounting for all credits and debits related to corresponding credit card transactions specific to the CVG operation.
- f) As requested by KCAB, the Operator shall research, compile, analyze, and present special reports or presentations on operations and financial information as it relates to the Parking Facilities.
- g) Pay all operating expenses in accordance with a pre-approved Annual Operating Budget. KCAB will reimburse Operator on a monthly basis for budgeted Reimbursable Expenses. KCAB will reimburse Operator for other non-budgeted Non-reimbursable expenses provided that KCAB has deemed such Non-reimbursable expenses necessary for the operation of the Parking Facilities and approves these expenditures in advance with a written signature.
- h) Ensure that all equipment and Parking Facilities are kept in good operating condition and clean condition at all times.
- i) Handle promptly (within 24 hours), and document on appropriate forms, all claims made for losses or damages to vehicles and complaints about service. With respect to any claim or complaint, the Operator must furnish KCAB a full written report of the circumstances involved within 48-hours of Operator's receipt of the complaint.
- j) Ensure that each customer entering the Parking Facilities is properly recorded/accounted for by the PARCS. This may include either the issuance of a machine readable, pre-numbered, and automatically dated and time stamped parking ticket or the acceptance of a proximity access card.
- k) Provide a daily closeout report for each cashier by cashier name, traffic lane number and shift and Express Parc machines. Each closeout report must contain number of transactions, dollar value of transactions by payment type, and all credit card receipts

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and parking tickets. The Operator shall perform all reconciliation and consolidation audits and reports.

- l) KCAB reserves the right to approve or disapprove any equipment installed or proposed to be installed by the Operator.
- m) KCAB will make available to the Operator for its use in performing the duties all of KCAB's existing revenue control equipment and other related parking equipment, including motor vehicles, shuttles buses, golf carts and any other equipment currently being utilized in the operation of the Parking Facilities. A schedule of the parking equipment is set forth in Exhibit 1.7.
- n) The Operator must have knowledge of and use KCAB's PARCS system. KCAB's Parking Facilities are controlled by a PARCS system manufactured by Amano/McGann. The Operator shall become proficient in the use of the PARCS and will use it to manage parking access and revenue collection and reporting. The Operator must provide KCAB with regular reports about the performance of the PARCS system. Any PARCS system failure must be reported to KCAB **immediately upon equipment outage** regardless of time of day. Operator must report any individual PARCS system component failure/outage **within 10 minutes of system component failure/outage**.

The Operator is not authorized to add, modify or replace any Parking Facilities technology system or related components without the written permission of KCAB.

Operator will ensure and agrees to follow PCI DSS Best Practices, where applicable, when entering into any agreements with third parties for the benefit of KCAB. Operator agrees that its employees, agents, and suboperators will follow PCI-DSS Best Practices and will conform and maintain responsibility for any and all PCI-DSS standards in accordance with Visa's Cardholder Information Security Program (CISP).

2. STANDARDS OF SERVICE: KCAB requires the Operator to conduct its operations at CVG in a "first-class" manner. KCAB defines "first-class" as:

- a) **Quality of Service** – Technical competence, personal character, positive image, responsive and informative communication and appropriate care of property.
- b) **Professional Integrity** – The Operator and its representatives will conduct themselves with the highest moral and ethical standards which will include, but not be limited to, the following:
 - i) Personnel dealing fairly with customers, colleagues, and the general public; will conduct professional business in accordance with the interests of KCAB; will adhere to honesty and integrity and to generally accepted principles of professional conduct; will conduct business professionally, with truth, fairness and responsibility to all traveling passengers associated with KCAB; offering to the public, uniform and consistent service; and not engaging in any practice, which tends to corrupt the integrity of KCAB.

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- c) **Customer Service** - Each contact made with the traveling public is an opportunity to create positive impressions. The Operator must address customer services in the following areas:
- i) **Operating Policies** - The Operator will have policies and procedures, specific to CVG operations in a documented Operations and Procedures Manual (SOP).
 - ii) **Training** - The Operator will provide customer service training for all employees. Customer Service Training will occur often, but no less than every six months. Operator must provide documentation of training records to KCAB upon completion of each session.
 - iii) **Quality Control** – The Operator will have in place quality control policies with regard to customer service in an effort to ensure satisfactory service to each and every customer.
 - iv) **Miscellaneous Services** – Traffic directing, customer assistance/way finding, battery jumpstart, air/tire changing service and other services as requested by KCAB. Operator employee and subcontractor solicitation of tips is strictly prohibited.
- d) **Staffing Requirements** - The Operator will provide courteous, efficient employees to execute quality service. The Operator shall employ qualified and trained personnel to assure quality standards of service to the public, including the staffing to limit queuing at all entries and exits. The Operator shall provide the following employees: cashiers, valet runners, supervisors, bookkeepers/auditors, license plate inventory personnel, clerical support staff, maintenance staff, shuttle drivers, dispatchers and management and any other position requested by KCAB.

The Operator shall make every reasonable effort to schedule employees so as to minimize or avoid the payment of overtime, recognizing, however, that the intent of Operator's service is to provide a high level of service to customers of the Parking Facilities. KCAB shall have the right, by written notification to the Operator, to increase or decrease the number of employees required to be utilized by the Operator on each shift, or the number of shifts required per day or to change the hours of each shift.

A summary of the current classification of employee and starting wage scale, is attached as Exhibit 1.3. Proposer should provide, by classification, the proposed starting wage rates.

For the ValuPark shuttle operation, the operation is a trunk to trunk type service. Shuttle drivers stage strategically in the ValuPark lot so that when a customer enters the lot and is directed where to park by the gate greeter, the shuttle driver meets the customer at their vehicle in the lot with a minimal wait time. The Operator must provide sufficient personnel to operate and support this service whereby customers are not waiting more than four (4) minutes from the time they entered the lot. The Operator's drivers shall assist with all luggage needs.

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The Economy shuttle operation is a fixed route and picks up customers at shelters inside the lot. Operator's drivers must assist customers with luggage. Operator must provide sufficient personnel to operate and support this service so that customers wait no more than ten (10) minutes at the shelter.

The Employee shuttle operation is a fixed route and picks up CVG employees at shelters inside the lot. Operator must provide sufficient personnel to operate and support this service so that CVG employees wait no more than ten minutes at the shelter.

Shuttle drivers may not solicit tips. Only bona fide customers are allowed on the shuttle buses, no guests, friends or family members of the driver.

Each employee of the Operator who is expected to communicate with parking patrons and KCAB staff, must be able to communicate orally and in writing in clearly understandable English at a level consistent with the effective and efficient performance of the duties of the position.

The Operator shall provide a recording type time clock for use by all hourly employees. The Operator shall require employees to clock in or out within ten minutes of the shift change time. Employees of the Operator must park personal vehicles only in designated areas as approved by KCAB.

- e) The Operator shall affirm to KCAB that all potential employees have been subject to a pre-employment drug screening as well as random drug screening throughout the calendar year so that every employee is screened annually.
- f) **Management Staff** - The Operator shall provide the following full-time, on-site staff positions to be assigned exclusively to this parking facility and subject to KCAB approval:
 - i) **General Manager** - The management, maintenance, and operation of the Parking Facilities must at all times be under the supervision and direction of a full-time, qualified, competent General Manager subject to the direction and control of the Operator. The General Manager must make arrangements to be able to respond, or have a delegate with comparable authority respond, on-site within thirty (30) minutes of being notified of a major impact to operations and must be reasonably available on-call 24 hours a day, 365 days a year. At a minimum, the Operator's General Manager must be physically present on-site at the Parking Facilities during conventional weekday working hours. The General Manager must also regularly make on-site inspections of Operator's operation at other hours of the day and other days of the week.

The General Manager must have the technical skills and experience to successfully supervise and manage the operation at CVG. The General Manager may not have responsibility for managing any other parking facilities other than the Parking Facilities at CVG.

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Other general responsibilities of the General Manager include, but are not limited to: general oversight; public relations (including customer complaints, refunds, injury, and emergencies) departmental coordination; employee hiring, termination and discipline; loss prevention recognition; establishing policies and monitoring enforcement; preparing and submitting expense reports; equipment maintenance; and review of daily reports and audit reports.

- ii) **Assistant General Manager(s)** – This Assistant General Manager(s) will report directly to the General Manager and must be on-site in the evenings and weekends to ensure management coverage throughout the busiest times of the day. The responsibilities of the Assistant General Manager(s) include, but are not limited to: scheduling; facility operations and maintenance; training, uniforms, monitoring cashier performance for personnel and revenue control issues, reviewing daily/weekly reports; electrical, custodial, and general maintenance personnel; material and supply purchases; contracting for goods and services such as snow removal, janitorial, etc.
- iii) **Shuttle Operation, Parking Shift, and Maintenance Supervisor(s)** – Oversees the overall parking and shuttle operations, sub-Operator performance, cleanliness and staffing for each shift. These positions must report directly to the General Manager.
- iv) **Valet Manager** – Oversees the overall valet operation including, but not limited to, cashiers, runners, supervisors, etc. This position must report directly to the General Manager.
- v) **HR Administrator/Manager** – Responsible for all local hiring and onboarding. It is essential that the Operator provides adequate experienced personnel and suboperators, capable of and devoted to the successful accomplishment of work. The Operator must agree to assign specific individuals to the key positions. If key personnel or suboperators are not available for work for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Operator shall immediately notify KCAB, and shall, subject to the concurrence of the Board, replace such personnel with personnel of substantially equal ability and qualifications.
- g) **Uniforms** - The Operator shall provide uniforms and approved identification badges to employees and shall ensure that employees wear the uniforms and badges at all times while on duty at CVG. Operator's uniforms and badges are subject to written approval by KCAB. Any Operator or suboperator employee working without a full complement uniform, including CVG ID badge will be dismissed by the Operator for the day with an unexcused absence and disciplined accordingly.
- h) **Personnel Records** – The Operator shall maintain accurate and detailed records on personnel and staffing. These records include, but are not limited to, name and address, date, of hire, salary and benefits paid, training received, disciplinary actions and performance reviews. The Operator shall provide a monthly employee hire and separation report summary of employment activity to KCAB. At Operator's expense, Operator shall provide a recording type time clock for use by all hourly employees. The

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Operator must require employees to clock in or out within ten minutes of each shift change and accounting for required breaks and lunch times must be incorporated. Operator may not submit for reimbursement any payroll hours for which the employee did not clock in and out using Operator's time clock.

i) Maintenance of Vehicle Fleet and Fleet Information- Fleet Information

Currently, the ValuPark lot is serviced by a fleet of 17 Ford E-350 gas engine shuttles, three of which are ADA compliant. The Economy lot is serviced by a fleet of five Ford E-450 gas engine shuttles, one of which is ADA compliant. The Employee lot operation is serviced by a fleet of five non-ADA Ford F-450 gas engine shuttles.

There are also four service vehicles and one two-seat golf cart to support the operations of the Parking Facilities.

In addition, there are three electric-powered six-passenger golf carts used to transport customers between the Terminal and inside the Garage.

Operator is responsible for the operation and maintenance of all shuttles, golf carts, and service vehicles. Supplies and materials needed for the maintenance of the Vehicle Fleet may be ordered directly through KCAB's suppliers. The Operator must maintain service records on all equipment, including but not limited to all vehicles and shuttles. The Board may require the Operator to use the Board's EAMS, Enterprise Asset Management System, currently Infor. Operator must enter and track all service, maintenance, and repairs into work orders describing in detail, the work completed, the hours involved and the parts used on each vehicle/shuttle within 7 days of the work completed. The Board and the Operator will come to a mutual agreement regarding how the data will be entered once Operator has had an opportunity to become familiar with the EAMS. Any mobile device that is necessary for viewing and maintenance of work orders by Operator's employees will be a reimbursable expense. Operator must perform all items on a work order in a timely manner and provide accurate information that maintains the accuracy of the EAMS.

The Operator will have the use of an on-site maintenance facility ("Maintenance Facility") located at 2485 Spence Drive, Hebron, KY 41048 for all fleet maintenance (shuttles and utility vehicles) used in the operation, along with administrative functions, dispatching of shuttles, manager/supervisors offices, break room, maintenance bays, fueling and any other function necessary for the shuttle operations.

The current operator has contracted out the maintenance of the shuttle buses to Bus Services, Inc. They currently perform all preventative and corrective maintenance required to keep the entire fleet in good operating condition.

The Maintenance Facility is also equipped with a 10,000 gallon diesel fuel tank and the Operator is responsible for fueling the diesel fleet at the Maintenance Facility. No additional rent expense will be charged to the Operator for use of this building.

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Operator is prohibited from any repairs, additions, improvements, or modifications to the Maintenance Facility building or any other spaces without the prior written approval from KCAB. Operator will be responsible for the general housekeeping/cleaning and maintenance (i.e. restroom cleaning, trash removal, light bulb replacement, etc.).

The Operator must provide KCAB, daily, with a list of all unavailable vehicles and the justification for it being out of service.

KCAB will have access to the Maintenance Facility at any time during the day to inspect work, records, parts, and any other activities associated with the operation.

- j) Service Vehicles and Shuttle Buses** – See Exhibit 1.2 for vehicle and shuttle bus information currently used by the existing contractor. These vehicles will be available and expected to be used by the successful Proposer under this Agreement.

At all times during the Term of the Agreement, vehicles must be presentable in excellent working condition. Vehicles must be white in color, have emergency lighting and have the Operator and CVG names on both sides of the vehicle.

Exteriors of buses must conform to the graphic design standard specified by the Board. The Operator is prohibited from any advertising on the interior or exterior of any vehicles used for the operation of the Parking Facilities, however, the Board reserves the right to advertise on the interior or exterior, at the Board's expense.

Shuttle vehicles must be numbered for identification purposes and must comply with the Clean Air Standards Act and any other pertinent federal or state law, rule or regulation, including all safety equipment required current DOT regulations.

Operator must comply with American with Disabilities (ADA) Act as it applies to all vehicles used in this Agreement.

Operator must equip all vehicles with two-way radio communication ability, designed with minimal interference from other radio transmission.

Operator must develop a contingency plan to provide back-up service in the event of equipment failure to ensure no disruption of service.

No Shuttle Vehicle may be equipped with vision obstructing devices.

All vehicles or shuttle buses to be purchased or proposed to be used under this Agreement for the operation of the Parking Facilities are subject to Board approval.

- k) Parking Charges and Rate Schedule** - The Operator may charge only those parking charges which are established by KCAB in a written schedule of rates issued by KCAB and will permit no unauthorized free use of any part of the Parking Facilities, unless the policy is already established or implemented by KCAB. Operator shall verify parking

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rates daily, parking rate changes when implemented, and time changes (daylight savings).

The current parking rates are as follows:

FACILITY	DAILY RATES
Valet	\$30.00/Day
Garage	\$18.00/Day
Premium Reserved (dedicated space)	\$4.00/Day reservation fee
ValuPark Shuttle Lot	\$9.00/Day
Economy Shuttle Lot (cc only)	\$8.00/Day

- l) **Operating Expenses** - The Operator shall pay all operating expenses in accordance with the approved Annual Operating Budget and will be reimbursed on a monthly basis for approved actual Reimbursable Expenses. All evidence of payment of Reimbursable Expenses and supporting documentation and invoices must be submitted in a format approved by KCAB by the 15th of each month. Expenses submitted for reimbursement without acceptable supporting documentation and invoices are not reimbursable. Payment of the Reimbursable Expenses by KCAB will be due no later than 30 days after receipt and approval of the monthly report submitted by the Operator.
- m) **Operator’s Communication-** The Operator must provide and maintain 24-hour direct communication between Operator’s management personnel for the Parking, ValuPark, Economy, Employee shuttles, and valet operations by way of radios, two-way messaging, pagers, cellular phones or other means as approved by KCAB.
- n) **Office Telephones–** KCAB will provide all telephones and approved telephone and automated answering services in the designated parking, shuttle, and valet offices.
- r) **Innovative Advertising/Marketing of Parking Facilities –** Marketing of KCAB’s Parking Facilities is a vital component to attract new customers as well as retain our existing customer base. Operator must introduce more entrepreneurial and innovative approach(es) to managing the Parking Facilities at CVG by way of: marketing and promoting the CVG’s parking facilities and services to CVG passengers, the introduction of enhanced customer services that will provide a positive experience for CVG passengers, and increasing CVG’s market share with the goal of increasing parking revenues. This shall include, but not be limited to: offering a reservation – pay in advance platform for all parking options, dynamic pricing platform that integrates with the Amano McGann PARCS system, integration of estimated wait times at the shuttle waiting shelters at Economy Lot, and pay of foot machines in the vertical transportation core of the Garage.

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- s) **Janitorial/General Maintenance Services** - The Operator must perform janitorial services for all Parking Facilities as well as the Operator's offices at CVG. The Parking Facilities and all equipment and materials used by Operator must at all times be clean, sanitary, and free from rubbish, refuse, garbage, dust, dirt, rodents, insects, and other offensive or unclean materials. Maintenance or repairs performed by KCAB due to negligence or intentional actions of Operator's employees will be billed to Operator and considered a non-reimbursable expense.
- a. **Elevators/Escalators** – The Operator must conduct daily inspections of the elevator/escalator lobby areas within the Garage and Vertical Transportation Core and report any concerns or performance issues to KCAB immediately.
 - b. **Lighting of Parking Facilities** - The Operator must conduct monthly routine inspections of all parking deck and surface lots for adequate lighting and replace fixtures that are below 15 feet. Operator must send inspection reports to KCAB staff on a monthly basis.
 - c. **Stairwells** - The Operator shall ensure stairwells are clean and free of debris and fluid at all times. Steps and handrails will be inspected weekly to ensure integrity and soundness.
 - d. **Trash Removal** – The Operator shall make proper arrangement for the adequate sanitary handling of all trash, garbage, and other refuse resulting from the operations of the Parking Facilities. Operator shall place waste in appropriately sized covered metal receptacles and removed daily from the Airport.
- t) **Airport Security** - The Operator shall comply with all rules and regulations governing CVG security, written policies and procedures of KCAB and the Transportation Security Administration.
- u) **Airport Procedures and Regulations** - Operator agrees to observe and abide by all procedures, rules and regulations promulgated from time to time by the federal, state and city government, KCAB or CVG concerning security matters, parking, ingress and egress, and any other operational matters related to the operation of CVG. This includes, but is not limited to, the Operator precluding its employees or agents, or its customers, invitees or licensees (while on CVG property for the benefit of the Operator) from entering upon any restricted area of CVG as noted in procedures, rules or regulations of the KCAB or KRS statutes.
- v) **Revenue, Transaction, and Activity Reports** - Operator shall submit to KCAB– Parking & Ground Transportation Dept. daily, monthly, and annual reports, and as-requested by KCAB. These report forms may be modified at any time by KCAB or as needed. Sample reports include, at a minimum:
- a. Daily reports of Revenue and transactions (tickets issued and tickets collected), per Facility;
 - b. Ticket and Vehicle Ingress/egress;
 - c. Count Statistics;
 - d. Daily car count/physical lpi inventory
 - e. Daily shift reconciliation;
 - f. General totals;
 - g. Parking fee;
 - h. Daily credit card revenue reports from processor;

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- i. weekly work schedule and employee rosters, including all new hires and terminations;
 - j. monthly activity and revenues summaries and certifications which shall be reconciled to daily and weekly reports;
 - k. monthly Parking Transaction Volume and Revenue Reports;
 - l. monthly employee payroll reports;
 - m. monthly credit card activity reports and invoices including monthly and year-to-date activity
 - n. monthly reimbursable operational expenses summaries with backup, invoices, and justifications;
 - o. System-generated Monthly and Fiscal Year to Date Timecard reports in pdf format
 - p. System-generated bi-weekly employment status report including employee name, title, hire/termination date, and any change of employment status (i.e. part time vs. full time)
 - q. System-generated summary of employee leave time or personal time off (PTO) including accruals and time used for vacation, sick, bereavement, jury duty and birthdays
- w) **Subcontracted Services:** KCAB may require the Operator to subcontract the following services and requires the approval of KCAB:
- a) **Armored Car Services** – Revenues of the Parking Facilities shall be accounted for daily and collected by an armored vehicle with armed escort.
 - b) **Mowing** - The Operator is responsible for mowing the grass areas within the fence of the ValuPark, Economy, and Employee surface lots, and any other areas requested by KCAB.
 - c) **Line Stripping** – The Operator or subcontractor, overseen by the Operator, will perform all space line stripping and any other stripping/painting as requested by KCAB.
 - d) **Snow Removal Services** - Parking Facilities and surface lots are priorities for snow removal. The Operator will be responsible for maintaining snow removal for all Parking Facilities in a safe and efficient manner. The Operator must provide specific standards of its snow removal contractor and implement monetary penalties for not complying with proposed staffing, equipment and snow removal standards. Operator must supply an internal log along with each invoice identifying the number of snow removal vehicles by type and price and amount of deicing product. The invoice must match the log. KCAB will only reimburse the hours and equipment type by the Operator's log.
 - e) **Security Services:** - Security Alerts –The Operator must provide for additional security at the Parking Facilities when Federal Transportation Security Administration (TSA) mandates a change in Airport security to code Orange or higher. The Operator may be required to conduct searches of vehicles entering or standing near the Parking Facilities.

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- f) **Signage** – The Operator is responsible for concise way finding and directional signage in the Parking Facilities or other signage as directed by KCAB.
- 10) **Obligations Of KCAB:** KCAB will provide the following for Operator’s use in connection with the performance of services under the Agreement:
- a) **Utilities and Services** - KCAB will furnish, at no cost to the Operator, utility services (heating, cooling, water, local telephone service, electrical only) at the Parking Facilities.
 - b) **Payment of Reimbursable Expenses** - KCAB shall reimburse the Operator for the costs of operating the Parking Facilities in accordance with the provisions contained in the Agreement.
- 11) **Financial Information:**
- a) **Annual Operating Budgets:** The Operator must submit an Annual Operating Budget, separately and independently for the Parking, Valet, and Shuttle – incorporating ValuPark, Economy, and Employee operations, for each budget year (January 1 – December 31st of every year), during the Agreement. Each shall detail projected operating expenses and projected net revenues, if applicable. The proposed Annual Operating Budget shall be submitted at least 120 days before the start of each budget year, except for the first budget year (March 1, 2020 – December 31, 2020), for which is required to be submitted with the Proposal. After receipt of the proposed Annual Operating Budget, the Board shall approve a final Annual Operating Budget under which the Operator must perform in that applicable budget year.
 - b) **Management Fee:** As compensation for operation of the Parking Management, KCAB will pay to Operator on a monthly basis, a Management Fee. There will be three proposed cost centers for purposes of proposing the Management Fee: Parking, Shuttle, and Valet.
 - c) **Financial Reporting:** The Operator will be required to submit daily, weekly, and monthly reports to KCAB throughout the term of this Agreement. KCAB reserves the right to request the Operator to provide additional reports, as it deems necessary.
 - d) **Monthly Invoices:** The Operator shall pay all costs and expenses connected with the operations when due. On a monthly basis, Operator will submit for reimbursement to the Board a written report of all approved Reimbursable Expenses incurred separately and independently for the Parking, ValuPark, Economy, Employee, and Valet Parking operations. Each report must detail Reimbursable Expenses incurred for the immediately preceding month; report also shall include original invoices, purchase order and proof of payment. Any invoice submitted that is over 90-days from when the purchase/service was originally made, will be considered a Non-Reimbursable Expense under this Agreement.
 - e) **Annual External Audit:** The Operator is required to submit an annual audit of all revenues and operating expenses. The Audit is to be completed one-hundred and

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twenty (120) days after the end of each Budget Year. Cost of such audits will be at the Operator's expense (Non-Reimbursable).

- f) **Semi-Annual Internal Audits:** The Operator will be required to perform semi-annual revenue and operating expense audits for all operations. Cost of such audits will be at the Operator's expense (Non-Reimbursable).
- g) **Reimbursable And Non-Reimbursable Expenses:** KCAB will reimburse Operator for direct costs actually incurred in the operation of the Parking Facilities, less any interest or late charges generated by the late payment by the Operator, including, but not limited to the following:

- i) **Employee Salaries and Benefits:** The salary of the local staff of the Parking Facilities, is subject to advance approval by KCAB. These costs shall include related payroll costs including payroll taxes. Payroll costs will be paid according to data provided by an approved timekeeping system for valid, real time punches only. Manual addition of hours will not be reimbursed without express, advanced approval by the KCAB. For associated benefits, KCAB will reimburse for health insurance related costs and other related fringe benefits, as approved in advance, for designated full-time employees only. A full-time employee is considered an employee that is scheduled to work 40 hours each week and whose work hours plus any applicable paid time off equates to a minimum of 40 hours each week. With regard to reimbursement of the health insurance related costs, KCAB will reimburse the Operator for up to a maximum of 70% of associated health insurance premiums, to be approved in advance, each renewal year. Workers Compensation is considered a Non Reimbursable expense.

A detailed wage and salary summary sheet showing employee name, current pay rate, hours (where applicable) and related earnings; year to date hours and earnings, by pay category where applicable; employee before tax deductions – current and year to date; employee paid benefits (such as medical, dental, vision, life insurance, long term disability insurance and all other employer paid benefits) showing current year to date for each employee; employee net pay – current and year to date must be provided with the monthly submittals of expenses. Individual payroll records will be maintained on file for review when requested. Corporate travel and staff is a Non-reimbursable Expense item.

- ii) **Innovative/Advertising/Marketing of Parking Facilities** – The Operator will be responsible for implementing an innovative, creative advertising/marketing programs and campaigns, approved in advance by KCAB.
- iii) **Subcontracted Services** – The Operator shall provide KCAB with a copy of all subcontracts within 30-days of execution of the contract for prior Board approval.
- iv) **Payment of Approved Reimbursable Expenses:** KCAB agrees to reimburse the Operator for all approved Reimbursable Expenses, as defined in the

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Agreement without mark-up or adjustment of any kind. All Reimbursable Expenses must be part of a line item in the Annual Operating Budget.

- v) **Workers' Compensation** – Workers' compensation for purposes of this Agreement will be considered a Non-Reimbursable Expense.

Refer to Article VI of the proposed agreement for an exhaustive list of Reimbursable and Non-Reimbursable Expenses.

A.6 PROPOSAL REQUIREMENTS

Proposals must include the information identified in this section and be presented in the order provided. Proposals must not exceed 50 single-sided pages and must be typewritten, using a 10 point font (minimum), on a standard 8 ½ inch by 11 inch page format with consecutive page numbers on each page. Section dividers, tabs, and cover sheets do not count toward the page limit. KCAB-provided forms, and items noted below, are not included in the page count.

A.6.1 Minimum Qualifications – Each Proposer must meet all minimum qualifications for further consideration. The Verification of Minimum Qualifications Form provided must be completed for each minimum qualification listed. A reference contact including name, title, email address, and phone number that can verify that the Proposer has met the minimum qualifications is also required for each minimum qualification listed in this RFP. KCAB will only consider proposals from proposers that meet the following minimum qualifications:

- a) The Proposer has managed at least three public parking facilities for at least five continuous years within the last ten years, two of which must include the management, maintenance, and operation of a medium or large hub airport (as designated by the FAA) public parking facility including shuttle operations, using a computerized PARCS system.
- b) At least one of the locations operated by the Proposer must have generated gross revenues exceeding Twenty Million Dollars (\$20,000,000) per year and manage at least 7,000 parking spaces
- c) Proposers must have demonstrated financial resources and ability to manage and operate CVG's Parking Facilities and associated shuttle bus operations, including, but not limited to, the ability to obtain the required bonding and insurance. *Financial statements are not included in page limit.*
- d) Knowledge of and experience in achieving and maintaining PCI-DSS compliance for credit card payments in an airport environment.

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A.6.2 Experience and Qualifications

- i) Provide at least three (3) references for similar work, including name of establishment, full address, dates of service, contact name, title, telephone number and email address for reference checks.
- ii) List all public parking facilities automated parking access and revenue control in operation in the last two (2) years, including the contact person's name, title, telephone number, dates of operation and most recent calendar year revenue collected.
- iv) State the annual revenues collected by the Proposer from the operation of all parking facilities during the past two (2) years.
- v) List all locations where the Proposer currently operates automated revenue control parking equipment that is on-line and machine-readable. Include the system manufacturer and the date the system was installed.
- vi) Name the proposed on-site manager ("General Manager") along with their years of experience in parking management and the location of that experience. Include a detailed resume (resume not included in page limit).
- vii) Name the proposed on-site assistant manager ("Assistant General Manager") along with their years of experience in parking management and the location of that experience. Include a detailed resume (resume not included in page limit).
- viii) Name the off-site management team who will support the General Manager, along with the number of years experience in parking management and their current position/title.
- ix) State whether any parking contract(s) to which the Proposer was a party has ever been terminated early. If so, identify which ones and provide details.
- x) State whether the Proposer is a party in a legal claim or lawsuit (other than premises liability issues) with any airport client as a result of the Proposer's operation of an airport public parking facility(s). If so, describe the issues.
- xi) State whether the Proposer, or any entity in which the Proposer has had an ownership interest, ever had a bond or surety canceled or forfeited. If yes, state the name of bonding company, date amount of bond and reason for such cancellation or forfeiture.
- xii) State whether the Proposer, or any entity in which the Proposer has had an ownership interest, ever been declared bankrupt. If yes, state date, court jurisdiction, amount of liabilities and assets, type (i.e. Chapters 7, 11, 12, etc.), and resolution or current status.

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- xiii) Thoroughly explain your organization's experience with a union environment.
- xiv) Thoroughly explain your organization's experience with PCI DSS standards and provide three (3) examples of standard operating procedures the Proposer developed to ensure compliance. Of the parking facilities the Proposer has operated, how many were required to be PCI DSS compliant?
- xv) Provide a sample Standard Operator Procedures Manual. *This is not included in page limit.*
- xvi) Provide a sample of locations you operate that have a Frequent Parker Program. Provide a location where you currently have this program and contact information for a reference at the location including name, title, phone number, and email address.
- xvii) Provide a sample of an advertising campaign that Proposer has provided at other parking locations. Provide an estimate of the anticipated additional advertising revenue Proposer anticipates to KCAB.

A.6.3 Management and Operational Plan

- (a) Submit a detailed plan of work/Standard Operating Procedures for the overall management of the parking facilities, valet operation, and shuttle operations, if awarded the contract. Include job descriptions of key staff involved with operation of parking facilities, valet, and shuttle operations.
 - (i) Collection of all parking and valet parking revenues due to KCAB, to include the proposed secure processing of credit card charges, in accordance with PCI DSS compliance standards. Proposers must submit the processing company proposed and the processing fees charged by the processor and each credit card company.
- (b) Cashier and Supervisor procedures for cash handling and cashier closeout procedures.
- (c) Submit a detailed plan of how Proposer is going to meet KCAB's minimum daily management and all other staffing levels. Proposer must submit weekly schedule for staffing parking, shuttle, and valet operations. Proposer must provide a detailed analysis in proposal of all health insurance related costs and other related fringe benefits that Operator offers to full time employees. Proposals must include proposed staffing levels for each day for all operations, separately and independently for parking ops, valet, and shuttle operations.
- (d) Submit a detailed plan for Personnel Policies and Practices. Include policies for the following:
 - (i) Human resource management
 - (ii) Training and support programs and schedules

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- (iii) Employee incentive programs and schedules
 - (iv) Employee benefit programs and schedules
 - (v) Safety/Emergency procedures
 - (vi) Equal Employment Opportunity policy
 - (vii) Sexual harassment policy
- (e) Submit a detailed plan for a Customer Service Plan. Include the following:
- (i) Policies and procedures
 - (ii) Communication (response to complaints/correspondence)
 - (iii) Employee training
 - (iv) Customer assistance (flat tire, jumpstart etc.)
- (f) Submit pictures/graphics/logo for proposed uniforms.
- (g) Submit information on the overall operation services. Include the following:
- (i) Staffing schedule
 - (ii) Detailed facility maintenance plan and schedules
 1. Janitorial
 2. Revenue control equipment
 3. Snow and ice removal
 4. A proposed maintenance plan detailing a preventative maintenance schedule, unscheduled maintenance, road calls, parts sources and intended parts stocking list, warranty process, fueling, cleaning, tire programs, staffing, training, certification, safety, and environmental compliance.
 - (iii) License plate inventory procedures/plan
- (h) Explain in detail any creative cost savings or management programs that the Proposer would recommend and implement during the initial contract term.
- (i) Submit a timeline, detailing the transition schedule for your company to become operational if awarded the contract.
- (j) Provide information on how the Proposer plans to increase parking revenue and control operating expenses.

A.6.4 Proposed Operating Budget and Management Fee

Each proposer is required to submit a proposed annual Management Fee and estimated annual operating expenses. See Exhibit "E" for the form of the Management Fee. Proposer must provide detail of what the Management Fee entails, representing all Non-Reimbursable Expenses, by line item and a profit line item. The budget should include the proposed management fee and all expenses associated with the operation from March 1, 2020 until December 31, 2020. Three budgets should be included with each Proposal to represent the following operations: Parking, Valet, and Shuttle. *Budgets are not included in page limit.*

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A.6.5 Innovative/Advertising/Marketing of Parking Facilities –

KCAB recognizes that marketing of KCAB’s Parking Facilities is a vital component to attract new customers as well as retain our existing customer base. Provide plans to introduce a more entrepreneurial and innovative approach(s) to managing the Parking Facilities at the Airport by way of: marketing and promoting the Airport’s parking facilities and services to CVG passengers, the introduction of enhanced customer services that will provide a positive experience for our passengers, and increasing the Airport’s market share with the goal of increasing parking revenues.

Examples of innovative plans may include, but are not be limited to: offering a reservation – pay in advance platform for all parking options, dynamic pricing platform that integrates with the Amano McGann PRCS system, integration of estimated wait times at the shuttle waiting shelters at Economy Lot, and pay of foot machines in the vertical transportation core of the Garage.

A.6.6 A separate section that states in writing all exceptions to this RFP or sample contract attached. Exceptions should list referencing page and paragraph numbers. If no exceptions are taken, the proposal must include a statement that the bidder takes “No Exceptions”.

A.6.7 Copy of proposer’s certificate(s) of insurance showing proof of required coverages and limits listed in this RFP and attached proposed agreement.

A.6.8 **Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation**

Proposer must include its proposed percentage of ACDBE participation and detailed documentation of how it intends to include ACDBE participation in its operations at CVG according to Article XVIII of the Parking Management Services Agreement, e.g., direct ownership, subconcession/subcontract, joint venture, or through goods and services.

It is the policy of KCAB that Airport Concession Disadvantaged Business Enterprises (ACDBE), as defined in 49 CFR Part 23, have the opportunity to compete fairly for airport opportunities. Furthermore, in accordance with 49 CFR Part 23, it is KCAB’s obligation to ensure that ACDBEs are not discriminated against in the award and administration for concessions at CVG.

KCAB has established an ACDBE program and overall goal in accordance with Federal regulations under 49 CFR Part 23 which is applicable to this RFP and subsequent agreement. KCAB’s current program is available at <http://www.cvgairport.com/about/biz/dbe>. KCAB’s overall ACDBE goal applicable though Federal Fiscal Year 2020 is 6.7%.

KCAB encourages participation in airport concession leasing by qualified

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ACDBEs through direct submission of proposals, as a part of a larger team proposal, or as suppliers. An ACDBE must be certified in its home state and in the Commonwealth of Kentucky to be credited for ACDBE participation in KCAB's concessions. Information on ACDBE certification and directories can be found at the Kentucky Transportation Cabinet website at <http://transportation.ky.gov/civil-rights-and-small-business-development/Pages/default.aspx>

If proposer is not a certified ACDBE, proposer must include evidence of ACDBE participation through submission of a Letter of Intent included in **Exhibit I** for each anticipated ACDBE. If the proposal does not include ACDBE participation, the Proposer must provide detailed information demonstrating good faith efforts, as defined in 49 CFR Part 26 Appendix A, to include ACDBE participation as part of its submittal, at a minimum contact name, address, and phone number of each ACDBE contacted. In the event the successful proposer includes ACDBE participation but is unable to achieve the actual ACDBE participation submitted in its proposal, KCAB is not bound by its preliminary award.

- A.6.9 **Bid Bond:** Each proposal must be accompanied by a bid surety in the form of a certified check, cashier's check, bid bond, or irrevocable letter of credit, payable to KCAB in the amount of \$10,000. Bonding companies must be rated at least "A" by the latest edition of Best Insurance Reports. Bid surety is forfeited to KCAB if the successful proposer fails to execute a contract within forty-five days after notification of award of contract.

A.7 KENTUCKY OPEN RECORDS ACT

Each proposer must specifically identify any portion of its proposal which it deems confidential, or which contains proprietary information, patents, copyrights or trade secrets. Proposer should provide justification of what material should not be disclosed, upon request, by KCAB to a third party. All documents received by KCAB are subject to general inspection under the provisions of Kentucky Revised Statutes Chapter 61.870 et seq, the "Kentucky Open Records Act", subject to very narrow exceptions. These statutes may require disclosure of documents a proposer deems confidential. KCAB may otherwise use or disclose the data submitted by each proposer for any purpose, unless such data is so identified as confidential or proprietary by the proposer. The proposer's opinion of proprietary information is not binding upon KCAB.

A.8 EVALUATION CRITERIA

The selection of the parking management contractor will be based on a judgment evaluation of several key elements in the proposals submitted. In alphabetical order, these include but are not limited to:

- Estimated budget and management fee
- Experience & Qualifications
- Financial Ability
- Innovation and value added services

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- Management and operations plan
- Proposed ACDBE Participation

Following review of the proposals, KCAB may invite certain proposers to formally meet with KCAB representatives the week of December 16, 2019 if necessary.

A.9 ACCEPTANCE PERIOD

Proposals in response to this RFP must indicate it is valid for a period no less than ninety (90) days from the closing date.

A.10 AWARD

- A.10.1 KCAB intends to award a contract or contracts resulting from this solicitation to the responsible proposer(s) whose proposal represents the best value after evaluation in accordance with the criteria included in this RFP.
- A.10.2 KCAB reserves the right to waive any informality or irregularity in any proposal or bid guaranty, to reject any or all proposals, to award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified responsible proposer to such extent as may be beneficial to KCAB.
- A.10.3 KCAB intends to evaluate proposals and may award a contract without discussions with proposers. Therefore, the proposer's initial proposal should contain the proposer's best terms from a cost or price and technical standpoint.
- A.10.4 KCAB reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered.
- A.10.5 KCAB reserves the right to make multiple awards if, after considering the proposals submitted, it is in KCAB's best interest to do so.
- A.10.6 The successful proposer will be required to enter into a contract substantially in the form of the contract attached to this RFP and incorporated by reference. **All proposers are required to note any exception(s) to the attached contract and are required to specifically state the exception(s) and the reason(s) for the exception(s).** No exceptions will be recognized to the Government Clauses section of the proposed contract. If no exceptions to the contract are included in the proposer's response, the proposer is expected to execute the contract in the form set forth herein. Final acceptance of a proposal and contract is contingent upon reaching a mutually satisfactory agreement regarding noted exceptions. If an acceptable and timely agreement is not reached, KCAB reserves the right to disqualify the proposer and to reevaluate the remaining proposals. KCAB reserves the right to refuse to negotiate with a successful proposer on any item not specifically excepted in its submittal.

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- A.10.7 KCAB will have the right, at its sole election, to alter the specifications and/or frequencies of services required and tailor the contract price to said change (increase or decrease).
- A.10.8 KCAB desires to enter into a three year management agreement with two separate one year renewal options to provide management and operation services for KCAB's parking facilities, shuttle bus operations, and valet parking operations. KCAB desires to enter into an Agreement with the successful Proposer on substantially the same terms and conditions set forth in the draft Parking Management Services Agreement attached hereto as Exhibit "H"

A.12 BONDS AND SURETIES

- A.12.2 Performance Bond: The successful proposer will be required to furnish a performance bond or letter of credit, at its sole expense, to KCAB by a surety company duly authorized to do business in the Commonwealth of Kentucky in the amount of Five Hundred Thousand Dollars (\$500,000). Contractor must provide the secured performance bond to KCAB at least thirty (30) days prior to the execution of the Agreement. The performance bond furnished by the successful proposer must be executed by the owner, a general partner or, if a corporation, the secretary's signature and the seal of the corporation must be affixed. This bond shall remain in effect for the length of the agreement. The agent of the surety must exhibit certificate or license showing legal rights of the surety to do business in the Commonwealth of Kentucky.
- A.12.3 Payment Bond: The successful proposer shall furnish a payment bond to KCAB by a surety company duly authorized to do business in the Commonwealth of Kentucky in the amount of one hundred percent (100%) of the annual contract amount. The payment bond furnished by the successful proposer must be executed by the owner, a general partner or, if a corporation, the secretary's signature and the seal of the corporation must be affixed. This bond must remain in effect for the length of the agreement. The agent of the surety must exhibit certificate or license showing legal rights of the surety to do business in the Commonwealth of Kentucky.

A.13 BADGES AND KEYS

- A.13.1 Contractor shall badge a sufficient number of employees to satisfactorily complete its obligations under this contract regardless of circumstances. This will require a background check made through a fingerprint process. When determining the number of employees to badge, Contractor must consider absent employees due to illness, vacation, employment termination, or other reasons, emergency/on call situations, and supervisors who need access for inspection/supervision visits.
- A.13.2 Contractor is responsible for the cost of badging. The current fee for identification badges is \$44.00 per badge for the badge, security threat assessment, and for fingerprinting.

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- A.13.3 Contractor shall return all badges upon expiration or termination of the contract whichever is earlier. Additionally, Contractor shall immediately return an employee's badge when that employee is no longer employed by Contractor. Contractor shall pay \$100.00 per badge for each badge not returned within ninety (90) days from the date the Contractor is required to return the badge(s).
- A.13.4 Contractor is responsible for all keys or badges issued to Contractor's employees. Such keys or badges may not be duplicated. Contractor shall return any or all keys or access cards to KCAB when requested by KCAB. If the loss of keys or access cards requires changing the combination of locks or changing other access equipment, the cost of such labor and material may be charged to Contractor at the discretion of KCAB. Replacement of lost or damaged keys or badges will be provided at Contractor's expense. Any fines or civil penalties assessed to KCAB caused by Contractor negligence is the responsibility of Contractor.
- A.13.5 Badge replacement is at the sole discretion of KCAB. A \$100.00 fee will be assessed per lost badge. In the event a Contractor's employee loses a second badge, the Contractor shall pay \$200.00. If a third badge is lost, the badge will only be renewed with permission of the Airport Security Coordinator and the Contractor shall pay \$300.00.
- A.13.6 If necessary, KCAB will provide initial supply of keys after receipt of a \$500.00 deposit from Contractor. In the event Contractor loses or duplicates a key(s), KCAB will charge the cost of rekeying the lock(s) of the corresponding area against the \$500.00 deposit. Contractor shall be responsible for the full cost of rekeying if Contractor loses or duplicates a key. Any funds remaining of this \$500.00 deposit upon termination of the contract will be returned to contractor upon KCAB's receipt of all keys.

A.14 RECORDS/FINANCIALS

In submitting proposals on any item to be purchased by KCAB, the proposer hereby agrees to make available any and all records, books of account, correspondence, or other information reasonably necessary to enable KCAB or its designated agents to investigate the responsibility of the proposer in terms of its financial status, capacity to produce, sources of supply, performance record in the business or industry, and any other matter reasonably related to the proposer's probable ability to perform adequately under a contract if it is awarded to the proposer.

A.15 GRATUITIES AND KICKBACKS

It is a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the

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content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any KCAB employee, the proposal shall be disqualified and shall not be reinstated.

A.16 NON-COLLUSIVE VENDOR CERTIFICATION

By the submission of this proposal, the proposer certifies that:

- A.16.1 The proposal has been arrived at by the proposer independently and has been submitted without collusion with any other vendor.
- A.16.2 The contents of the proposal have not been communicated by the proposer, or, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- A.16.3 No proposer may submit more than one proposal for this purchase. It shall be the responsibility of each proposer to obtain the prior written permission of KCAB before proposal opening in every situation in which the proposer, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

A.17 RFP CONDITIONS AND PROVISIONS

The terms and conditions of this request for proposal (RFP) include all general and special conditions as enumerated herein.

All participating proposers agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the proposer in this proposal constitutes cause for rejection by KCAB. Should KCAB omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the proposer shall notify the Contract and Procurement Administration Department prior to the deadline for question submissions as per the time and date shown in the Schedule of Events.

Typographical errors in entering quotations on this proposal may result in the disqualification of this proposal.

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All proposers are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

Unit price for each item must be shown for the unit of measurement indicated. In case of error in extension of prices, the unit price governs.

Each proposer shall fully acquaint and familiarize themselves with the conditions as they exist and the character of the operations to be carried on under the proposed contract, and make such investigations as the proposer may see fit so that the proposer shall fully understand the facilities, physical conditions and restrictions associated with the services.

The successful proposer shall comply with all of the specifications, terms and conditions of this RFP.

KCAB is not liable for any costs incurred by proposer in the preparation of proposals or for any work performed in connection therein.

A.18 ELECTRONIC SIGNATURES

By submitting a proposal, the proposer consents to its use and acceptance of electronic signatures to execute any awarded contract and associated agreements. Proposer agrees to be bound by electronic signatures to the same legal effect and extent as if manually signed. KCAB expects the successful proposer will execute any awarded contract using KCAB's electronic signature service unless the proposer includes an exception with its proposal signifying its desire to sign manually. Included with the proposal, proposers must identify the following information regarding the person with full authority to legally bind proposer and sign agreements on its behalf:

1. Full Name;
2. Position Title; and
3. Email Address.

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____, as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, are held and firmly bound unto the Kenton County Airport Board as Obligees, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Contractor has, by written agreement dated _____ entered into a Contract with Owner for the **Parking Management Services** at the Cincinnati/Northern Kentucky International Airport ("CVG"), in accordance with plans and specifications prepared by the Kenton County Airport Board which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform said Contract, then the obligation shall be null and void, otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

**KENTON COUNTY AIRPORT BOARD
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PERFORMANCE BOND

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____,
20____.

(WITNESS)

PRINCIPAL (SEAL)

(NAME)

(TITLE)

(WITNESS)

SURETY (SEAL)

(NAME)

(TITLE)

**KENTON COUNTY AIRPORT BOARD
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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____, as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, are held and firmly bound unto the Kenton County Airport Board as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

_____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Contractor has, by written agreement dated _____, entered into a Contract with Owner for the **Parking Management Services**, at the Cincinnati/Northern Kentucky International Airport ("CVG"), in accordance with plans and specifications prepared by the Kenton County Airport Board which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payment to all claimants as hereinafter defined, for use in the performance of the Contract, then the obligation shall be null and void, otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct Contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- (2) The above named contractor and Surety hereby jointly and severally agree with the Owner that every Claimant, as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant may sue on this Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant.
 - (A) Unless Claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within 90 days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered

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mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- (B) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (C) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____, 20_____.

(WITNESS)

PRINCIPAL (SEAL)

(NAME)

(TITLE)

(WITNESS)

SURETY (SEAL)

(NAME)

(TITLE)

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Exhibits and Attachments

**KENTON COUNTY AIRPORT BOARD
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Exhibit "A"

Proposal Form – Parking Management Services

BUSINESS INFORMATION

- A. Name of Firm (exactly as it is to appear on the Agreement):

- B. Principal Office Address:

- C. Telephone Number & Fax Number:

- D. Contact Person/Title:

- E. Form of Business Entity (check one and complete one of the next three statements):
 - () Corporation
 - () Partnership
 - () Joint Venture
 - () Individual (no additional page required)

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**Exhibit "A"
Proposal Form – Parking Management Services**

PARTNERSHIP STATEMENT

If a PARTNERSHIP, answer the following:

- A. Date of Organization?
- B. General Partnership () Limited Partnership ()
- C. Partnership Agreement Recorded? Yes () No ()
Date: _____
Book: _____
Page: _____
County: _____
State: _____
- D. Has the Partnership done business in Kentucky?
Yes () No () If yes, when?
- E. Is partnership authorized to do business in Kentucky under Kentucky statutes?
Yes () No () If yes, submit copy of document of authorization.
- F. Name, address, and partnership share of each general partner:

Name	Address	Percent Ownership	Principal Business Affiliation other than Proposers

- G. Name and address of registered Kentucky agent for Partnership.

NOTE: A certified copy of the partnership agreement must be submitted with the Proposal.

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**Exhibit "A"
Proposal Form – Parking Management Services**

CORPORATION STATEMENT

If a CORPORATION, answer the following:

- A. When incorporated?
- B. Where incorporated?
- C. Is the corporation authorized to do business in Kentucky?
 - 1. Yes () No () If so, as of what date?
 - 2. If Kentucky is not state of incorporation:
 - a. Address of the registered office in Kentucky:

 - b. Name of registered agent in Kentucky at such office:

- D. The Corporation is held: Publicly () Privately ()

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**Exhibit "A"
Proposal Form – Parking Management Services**

CORPORATION STATEMENT

(PAGE 2 of 2)

E. Furnish the name, title and address of each officer, director and principal shareholders owning 10% or more of the corporation's issued stock.

Directors' Name	Address	Principal Business Affiliation other than Proposers Directorship
Officers' Name	Address	Position
Principal Shareholders	Address	Percent Ownership

**KENTON COUNTY AIRPORT BOARD
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**Exhibit "A"
Proposal Form – Parking Management Services**

JOINT VENTURE STATEMENT

If a JOINT VENTURE, answer the following;

- A. Date of Organization?
- B. Joint Venture Agreement recorded? Yes () No ()
Where: _____
- C. Have the Joint Venturers done business in Kentucky?
Yes () No () If yes, when?
- D. Is the Joint Venture authorized to do business in Kentucky under Kentucky statutes?
Yes () No () If yes, submit copy of document of authorization.
- E. Name and Address and Percent Ownership of Each Joint Venturer:

Name	Address	Percent Ownership

- F. Name and address of registered Kentucky agent for Joint Venture.

NOTE: A certified copy of the joint venture agreement must be submitted with Proposal.

If any member of joint venture is a partnership or a corporation, complete information forms with reference to each partnership and corporation, as applicable.

**KENTON COUNTY AIRPORT BOARD
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Exhibit "A"

Proposal Form – Parking Management Services

PROPOSERS DECLARATION

(Pg. 1 of 2)

Proposer AGREES AND WARRANTS:

- A. That Proposer has carefully read and fully understands the information that was provided by KCAB to serve as the basis for submission of this Proposal to manage and operate the Parking Facilities, as defined within, at the Cincinnati/Northern Kentucky International Airport.
- B. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted, including but not limited to, submission of a performance guarantee, compliance with the periodic audit requirements and ability to make all payments when due.
- C. That Proposal Bond, above in this RFP, must be submitted with the Proposal and is attached hereto. The Proposal Bond will be held by the Board securing the obligations Proposer agrees to assume under this Proposal, but will be void according to the terms therein contained when the Agreement has been executed with the successful Proposer and performance and payment bonds satisfactory to the Board have been delivered to Board, or after all proposals have been rejected. In the event this proposal is accepted by the Board and Proposer fails to execute the Agreement within thirty (30) days of award, said sum shall be forfeited by the Proposer and retained by Board.
- D. That this Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to 2:00 p.m., ET, on the date that the Proposal is due, but may not be withdrawn after such date or time without forfeiture of Proposal Bond.
- E. That all information contained in the Proposal is true and correct to the best of Proposer's knowledge.
- F. That Proposer and its proposed Suboperators did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this Proposal.

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- G. That Proposers principal owners and key personnel for the proposed operations have not been convicted of a felony in the past five (5) years.
- H. That Proposer and its proposed Suboperators has neither recommended nor suggested to the Board or any of its employees any of the terms or provisions set forth in the Proposal and Contract Documents except at a meeting open to all interested Proposers, of which proper notice was given or except by written communication as provided in Instructions to Proposers.
- I. That no officer or employee of the Board shall have a financial interest, direct or indirect, in any contract with the Proposer or its Suboperators, or shall be financially interested, directly or indirectly, in the sale to the Board of any materials, supplies or service, except on behalf of the Board as an officer or employee.
- J. That the Board reserves the right to reject any and all Proposals and/or to accept the best qualified Proposal which satisfies the objectives of the Board.
- K. That by submission of this Proposal, the Proposer acknowledges that the Board has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer and/or its Suboperators and Proposer hereby grants the Board permission to make said inquiries.
- L. That submission of the Proposal constitutes a firm offer to the Board and may be accepted by the Board at any time prior to 180 days after deadline for submitting Proposals.
- M. That all data provided to the Proposer is for informational purposes only, was not relied upon in preparation of the Proposal and said data is not warranted by the Board.
- N. That Proposer has made its own independent evaluation of this Proposal request and information provided therewith and shall have no claim against the Board resulting from information provided on the submission of the Proposal.

**KENTON COUNTY AIRPORT BOARD
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**Exhibit "A"
Proposal Form – Parking Management Services**

Proposers Signature

(PAGE 1 OF 2)

(If a PARTNERSHIP, a general partner must sign; if a CORPORATION, the authorized corporate officers must sign, and the corporate seal must be affixed hereto.)

No Proposal shall be accepted which has not been signed in ink in the appropriate space below:

a. If Proposer is an INDIVIDUAL, sign here:

Name

Doing Business As

b. If Proposer is a PARTNERSHIP or JOINT VENTURE, at least two (2) Partners or each of the Joint Venturers must sign here:

Partnership or Joint Venture Name

By: _____

Partner or Joint Venturer

By: _____

Partner or Joint Venturer

Subscribed and sworn before me this ____ day of _____, 2019.

Notary

My Commission expires: _____

(SEAL)

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
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**Exhibit "A"
Proposal Form – Parking Management Services**

Proposers Signature

(PAGE 2 OF 2)

- c. If Proposer is a CORPORATION, the duly authorized officer(s) must sign as follows:

Corporation Name

By: _____
Name

Title: _____

By: _____
Name

Title: _____

Dated:

(Affix corporate seal if applicable)

Subscribed and sworn before me this _____ day of _____, 2019.

Notary

My Commission expires: _____

(SEAL)

**KENTON COUNTY AIRPORT BOARD
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PARKING MANAGEMENT SERVICES (#19-90RFP)**

**Exhibit "B"
Proposal Bond – Parking Management Services**

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned proposer _____, as Principal, and _____, as a Corporation Surety authorized under the laws of the Commonwealth of Kentucky, and authorized to write this type of bond through a resident agent of the corporation located in the State of _____, as surety, are held and firmly bound unto the Kenton County Airport Board in the sum of _____ Dollars (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves and our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached proposal of _____ for the **Parking Management Services** stipulated in said proposal in accordance with the Request For Proposal provided therefore, is accepted and the Contract awarded to the above named Proposer, and the said Proposer shall within 30 days after notice of said award enter into a Contract in writing and furnish the required Payment and Performance Bonds with surety, or sureties, to be approved by the Kenton County Airport Board this obligation shall be void. Otherwise, the same shall be in full force and virtue of law, and the full amount of this Proposal Bond will be paid to the Kenton County Airport Board as stipulated for liquidated damages.

Signed this _____ day of _____, 20____.

(PRINCIPAL MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY OR INDIVIDUAL)

Principal (Seal)

THIS PERSON SIGNING SHALL IN HIS OWN HANDWRITING SIGN THE PRINCIPAL'S NAME, AND HIS TITLE. BY WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE MUST, BY AFFIDAVIT AS CONTAINED HEREIN, SHOW HIS AUTHORITY TO BIND THE CORPORATION.

BY: _____

(Name and Title)

Surety (Seal)

(Name and Title)

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
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**Exhibit "B"
Bonds – Parking Management Services**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____, as Principal, hereinafter called Operator, and _____, as Surety, hereinafter called Surety, are held and firmly bound unto the Kenton County Airport Board as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Operator and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Operator has, by written agreement dated _____ entered into a Contract with Owner for the **Parking Management Services** at the Cincinnati/Northern Kentucky International Airport, in accordance with plans and specifications prepared by the Kenton County Airport Board which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS OBLIGATION is such that if Operator shall promptly and faithfully perform said Contract, then the obligation shall be null and void, otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Operator shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Operator under the Contract and any amendments thereto, less the amount properly paid by Owner to Operator.

Any suit under this Bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

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**Exhibit "B"
Bonds – Parking Management Services**

PERFORMANCE BOND

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____, 20_____.

(WITNESS)

PRINCIPAL (SEAL)

(NAME)

(TITLE)

(WITNESS)

SURETY (SEAL)

(NAME)

(TITLE)

KENTON COUNTY AIRPORT BOARD
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Exhibit "C"

Required Financial Information – Parking Management Services

Financial Statements - Has Proposer submitted a copy of the Proposer's audited, reviewed, or compiled financial statements (balance sheet, income statement, statement of cash flows, footnotes) prepared by an independent certified public accountant for the last three years. The footnotes (sometimes referred to as Notes to the Financial Statements) are an integral part of the financial statements and must be included with your submission. If your company is not required by federal, state and local law, financial institutions, or company management to have audited, reviewed, or compiled financial statements prepared by an independent certified public accountant, you may submit an internally generated balance sheet and income statement for the last three years.

Yes () No () If no, provide explanation:

Surety Information - Has Proposer, any of Proposer's majority owners or any entity in which Proposer or its owners have had an ownership interest, ever had a bond or surety canceled or forfeited?

Yes () No () If yes, state details on additional sheet, including the name of bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information - Has Proposer, any of Proposer's majority owners, or any entity in which Proposer or its owners have had ownership interest, ever been declared bankrupt?

Yes () No () If yes, on additional sheet, state the date, court jurisdiction, amount of liabilities and amount of assets, type (e.g., Chapter 7, 9, 11, etc.), and resolution or current status.

Failed Contract Information - Has the Proposer or any entity affiliated with the Proposer ever been awarded an Operating Agreement or other form of contract by any public body and failed to operate under the agreement for the full term thereof?

Yes () No () If yes, state the name of the public body, date of award, type of agreement, and describe the circumstances.

Litigation Information - Describe all material litigation in which you have been involved within the past three (3) years, including the current status thereof and contingent liability in connection therewith. (Compliance with this section may be achieved by reference to the appropriate section of the financial statements, provided that this source is specific and current).

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Exhibit “D”

PROPOSED MANAGEMENT FEE

All Inclusive Management Fee for all three operations (parking, valet, and shuttle):

Budget Year One 03/01/2020-02/28/2021	\$ _____
Budget Year Two 03/01/2021-02/28/2022	\$ _____
Budget Year Three 03/01/2022-02/28/2023	\$ _____
Budget Year Four 03/01/2023-02/29/2024 (Option year)	\$ _____
Budget Year Five 03/01/2024-02/28/2025 (Option Year)	\$ _____
GRAND TOTAL	\$ _____

Proposers are required to breakout the annual management fee proposed above, amongst the three operations (Parking, Valet, and shuttle). The management fee proposed for each of the three operations listed below shall equal the combined total management fee listed above.

Management Fee – Parking Operations

Budget Year One 03/01/2020-02/28/2021	\$ _____
Budget Year Two 03/01/2021-02/28/2022	\$ _____
Budget Year Three 03/01/2022-02/28/2023	\$ _____
Budget Year Four 03/01/2023-02/29/2024	\$ _____
Budget Year Five 03/01/2024-02/28/2025	\$ _____

Management Fee – Valet Parking Operations

Budget Year One 03/01/2020-02/28/2021	\$ _____
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**KENTON COUNTY AIRPORT BOARD
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Exhibit “E”

Annual Operating Expense Budgets- Separate budgets for Parking, Valet, and Shuttle operation

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Exhibit "F"

VERIFICATION OF MINIMUM QUALIFICATIONS FORM

Failure to complete this form or provide the required information for verification of minimum qualifications will result in your Proposal being deemed nonresponsive and rejected without further evaluation.

Note: Each Proposer must submit information that substantiates how they meet each of the minimum qualifications listed in this RFP. Proposers may record the minimum qualification information on this Form or provide the required information as an attachment. Also provide a reference contact or document to verify each minimum qualification.

Minimum Qualification

The Proposer must demonstrate that it has managed at least three public parking facilities with each having five (5) or more years of continuous experience within the last ten (10) years. Two of which must include the management, maintenance, and operation of a medium or large hub airport public parking facility (as designated by the FAA), including shuttle operations, using a computerized PRCS system.

At least one of the locations operated by the Proposer must have generated gross revenues exceeding twenty million dollars (\$20,000,000) per year and manage at least 7,000 parking spaces.

Verification: Provide contact information for references that show the Proposer meets the above minimum qualification.

1) Client Name: _____

Client Contact: _____ Title: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

Email address: _____

Name/location of paid public parking facility _____

2) Client Name: _____

Client Contact: _____ Title: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

Email address: _____

Name/location of paid public parking facility _____

3) Client Name: _____

Client Contact: _____ Title: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

Email address: _____

Name/location of paid public parking facility _____