



FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY
REQUEST FOR PROPOSALS
INSTALLATION OF A TURNKEY PARCS AT
FORT WAYNE INTERNATIONAL AIRPORT

Notice is hereby given that the Fort Wayne-Alten County Airport Authority (the Authority) is soliciting proposals for a contractor to provide a new Parking and Revenue Control System (PARCS) at the Fort Wayne International Airport.

The selected firm will provide a system to include all necessary civil, electrical, mechanical, administrative services, hardware, software and equipment necessary to deliver a fully functioning system including an annual service/support package. Proposal requirements and evaluation criteria are more particularly described in specifications on file and available at the Authority's website at www.fwairport.com, Business, Solicitations & Bidding. Any issued addendums to this bid will be posted at this site. It will be the responsibility of interested firms to obtain any and all posted addendums.

Sealed proposals should be directed to the Fort Wayne-Alten County Airport Authority, 3801 W. Ferguson Road, Ste. 209, Fort Wayne, Indiana, 46809. Proposals must be received **no later than 4 p.m. local time on March 12, 2024**. The outside of the proposal should be marked, "RFP for PARCS System."

The Fort Wayne-Alten County Airport Authority, 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 proposers 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 proposals 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.

The Fort Wayne-Alten County Airport Authority reserves the right to reject any and all proposals received.

FORT WAYNE-ALLEN COUNTY
AIRPORT AUTHORITY

Mike Zawahri
Director of Finance & Administration

FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY
REQUEST FOR PROPOSALS OF:
Parking Access and Revenue Control System (PARCS)
Fort Wayne International Airport
Fort Wayne-Allen County Airport Authority

I. Introduction

A. General Information

The Fort Wayne-Allen County Airport Authority (the Authority) is soliciting proposals for the purchase of a turnkey, fully functioning PARCS system as identified in this document. As such, all proposers must include all necessary civil, electrical, engineering, mechanical, administrative services as well as the hardware, software, and equipment necessary to deliver a fully functioning system as listed in the specifications for the Fort Wayne International Airport (FWA), 3801 W. Ferguson Road, Fort Wayne, IN.

The proposal must provide, at a minimum, the capabilities and work elements summarized in the Scope of Work (outlined in Section B below) and detailed in the general and technical specifications which are included as Exhibits A, B of this proposal. All required aspects of this purchase will be awarded under one single contract with the intended awarded prime firm directly responsible for the supply of the PARCS and all equipment and services listed.

The Fort Wayne-Allen County Airport Authority is a small hub commercial service airport served by four carriers with a total of 693,320 (enplaned and deplaned) passengers reported for the 2022 calendar year. Our surface parking facilities includes a toll plaza with 2026 public parking spaces and 138 spaces in our employee parking lot. An expansion of 82 spaces is planned for our economy lot in the spring. Parking revenues for the 2022 calendar year were \$4,126,944.

The final base system price must include all of the elements identified in the Scope of Work and outlined in Section B. Your proposed schedule for the installation of the system will be included in your proposal submission and outlined in II.A.e. Desired milestones for equipment installation are included in Section B.7.

To be considered, 5 copies, and one electronic copy (USB Drive) of **sealed** proposals must be received at the offices of the Fort Wayne-Allen County Airport Authority, Suite 209, 3801 W. Ferguson Road, Fort Wayne, IN 46809, by 4 p.m. local time on March 12, 2024. Proposals must be sealed and clearly marked "RFP for PARCS System." The Authority reserves the right to reject any and all proposals submitted.

A pre-proposal meeting and site visit are scheduled for February 14, 2024 at 1:00 p.m. in the administrative offices of the Authority, Suite 209, Fort Wayne International Terminal, Fort Wayne, IN 46809. The meeting and site visit is not a requirement for submittal but is strongly encouraged. The meeting may be attended virtually. Contact Laura Hakes to obtain a link to the meeting if you wish to attend virtually.

Questions regarding the proposal should be directed in writing to Laura Hakes at hakes@fwairport.com. The deadline for receipt of questions is February 26, 2024. Any and all modifications to this RFP will be made for formal addendum issued and posted on the Authority's website. It will be the responsibility of interested contractors to monitor the site for any posted addendums and submit their proposals taking into consideration the information contained in such addendums.

The selected firm will be required to provide a performance bond in the amount of 100% of the installed system price. The cost of such bond shall be included in the submitted proposal cost.

The Fort Wayne-Allen County Airport Authority, 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.

- B. Scope of Work—Detailed general conditions, and specifications, and drawings are outlined in Exhibits A, B and C.
1. The system will meet the technical specification requirements outlined in Exhibit A. The PARCS supplier will oversee the complete system installation and oversee all elements of work as outlined in the technical specifications. For features listed as optional, the system shall have the capability to provide these features; however, award of the optional features will be determined by the Authority at the time of award. A map of the parking facilities has been included in Exhibit A. Drawing and information regarding the existing fiber network as obtained from a recent fiber survey are also included in Exhibit B. The contractor will also be required to comply with the general conditions outlined in Exhibit C.
 2. Warranty. A minimum 2-year parts and labor warranty will be provided for all equipment. Warranty clock will not begin until equipment has been installed and has operated without serious issues for 30 days at which time system acceptance will have occur and will be documented.
 3. Training. The contractor will provide training to LAZ parking personnel and airport staff as noted in the technical specifications.
 4. As-built drawings. Before final payment will be issued, and within 60 days of system acceptance, as-built drawings depicting all final fiber locations and well as equipment placement will be provided to Authority staff. Such drawings may be submitted electronically in PDF format.
 5. Anticipated key milestone dates for this RFP are:
 - i. RFP Release: February 6, 2024

- ii. Pre-Proposal Meeting February 14, 2024
- iii. Question Deadline: February 26, 2024
- iv. Proposal Due Date: March 12, 2024 @ 4:00 p.m.
- v. Proposal Evaluation Period: March 12, 2024-March 29,2024
- vi. Interviews/On-Site Visits Week of March 25, 2024
- vii. Award Notification: Week of April 15, 2024
- viii. Equipment Installation September 2024*

Milestone dates are anticipated dates and are subject to change. Interviews and on-site visits may be conducted during the evaluation period from short listed firms if the evaluation committee feels that they are required to fully determined the proposal most advantageous to the Authority.

*Earlier equipment installation desired if possible.

C. Deliverables

1. At the project onset, a schedule for delivery and installation of the system. A schedule of values will also be submitted for use in reviewing progress pay requests.
2. The awarded contractor shall be required to provide a 100% performance bond.
3. Submittals required for Authority approval prior to equipment manufacture.
4. Fully functioning, installed system in accordance with the project scope.
5. System documentation including, but not limited to:
 - i. User manuals
 - ii. Pertinent system procedures not covered in user manuals
 - iii. Maintenance and warranty repair instructions
6. Training for LAZ parking personnel airport maintenance staff as specified in the proposal requirement.
7. Warranty and technical support in accordance with Authority proposal and contract requirements.
8. Spare Parts
9. As built drawings.

II. Proposal Evaluation Process

A. Proposal Format

The proposal that the vendor will submit shall contain, at a minimum, the following critical information:

1. Detail your firm's ability to provide the equipment and perform the services outlined in the Scope of Work (Section I.B. above) and the general and technical specifications, Exhibits A, B and C. This description must include, at a minimum, the following information:
 - a. Detail contracts where your firm has installed similar equipment and provided maintenance services as outlined in this RFP. Include examples of previous projects that have similar equipment features contained in the Scope of Work. Your proposal must include the contact name, title, and telephone number for at least 5 similar projects completed within the last 5 years that we may contact for references. Indicate the total number of similar domestic units your firm has

installed.

- b. Submit the names of key individuals who will be working on the project and summarize their qualifications. Detail training, certifications, previous experience, and previous experience, and other information you feel may be relevant.
 - Detail who will be performing all elements of the system installation and what each person's role will be. Explain what each person/firm's role will be in the installation process and how they will interface with each other to provide a seamless transition from the current system. Who will do any on-site or off-site programming during the installation? Who will do the training? Who will be the leader for the installation phase?
- c. Outline your firm's ability and willingness to respond to service needs relating to this project after completion of manufacture. Provide information on personnel who will be responsible for maintaining the system upon completion of the installation. Include response time, business hours, and additional services available but not required in this proposal. Indicate the number of years that your firm commits to the manufacture of repair parts necessary to maintain the equipment.
- d. Provide a clear description of the equipment that will be used by your firm to successfully deliver the equipment in this project as outlined in Section I.B and Exhibits A, B, and C. Any exceptions to the minimum requirements should be clearly indicated. Clarify any features that exceed the specifications and are optional which have not been included in the base price. A narrative describing the full functionality of the equipment that you propose to provide may also be included to more fully describe equipment capabilities. Other items included in this section:
 - A listing of the equipment included in your proposal
 - Literature depicting major system components to include all equipment being proposed to include functional capabilities of the equipment
 - Warranty coverage for the equipment components included in the RFP
 - Procedures required for equipment support during the warranty period. Provide documentation explaining the methods used to reimburse the Fort Wayne-Allen County Airport Authority for warranty repairs and labor cost for warranty work provided by Airport Authority personnel at our facility.
 - Anticipated training that will be provided.
 - Other information about the system that would assist in assessing its overall capabilities
 - A narrative explaining how the system cutover will be conducted to minimize impacts to operations
- e. Include a proposed time schedule for completion of the project. For purposes of this solicitation, the offeror can assume an award notification date outlined in Section I.B. above.
- f. Include the following information regarding your firm's background:
 - The location of your firm and the location of servicing personnel.
 - The structure of your firm and the number of years that it has been in business. If it previously existed under another name, indicate applicable

- information here.
- A response to indicate whether your firm has ever been sued for issues pertaining to contract performance, whether it has ever been declared bankrupt, or defaulted or cancelled on an agreement during the last five years.
 - Other pertinent information which the proposer believes should be considered by the selection committee.
2. Pricing. The provider will list all costs for this project in the format shown in Exhibit D. The price provided shall include all equipment, materials, installation, and services to provide the system as specified. Items listed as optional will be priced separately.
- Total Turnkey Base System Price which should total the individual elements listed below excluding optional costs. All costs to meet the minimum requirements should be included in this costs.
 - Ongoing expense to include software costs or other costs required for system operations. Ongoing costs should be provided and pricing shall be guaranteed for 5 years.
 - Provide an itemized list of every component that you are providing in response to the RFP. Please provide it, to the extent possible, in the same format as the equipment list provided herein.
 - Installation Costs
 - Training
 - Other Costs. Any other costs not listed above (excluding optional costs).
 - Optional feature costs as listed in the proposal and on the price sheet
 - Service agreement for six more years upon expiration of the two year warranty. Such an agreement must include all costs and not have a penalty or up charge for service requirements during “non-office hours”. If costs are not the same throughout the six year maintenance period, it is acceptable to list a cost for Year 3 (the first year after warranty) and indicate the maximum increase percentage for Years 4 through Year 8.
 - Provide a list and cost for recommended spare parts to be kept in inventory.
3. Mandatory Forms-
- Complete the E-verify certification and non-collusion affidavit Exhibit E.
4. Outline your firm’s ability and willingness to provide a 100% performance bond.

C. Evaluation Process

The proposals will be evaluated and ranked on the basis of the written material submitted. Evaluation criteria will be related to the following and weighted as shown:

Weight	Criteria
Pass/Fail	Compliance with Mandatory Equipment Specifications and ability to provide the optional features
Pass/Fail	Willingness to provide a performance guarantee

30%	Experience of the equipment manufacture and ability to provide the equipment and services outlined in the RFP
20%	Service Capabilities
20%	Implementation schedule and seamless transition plan
5%	Optional Equipment Features
20%	Pricing
5%	Background of the Company

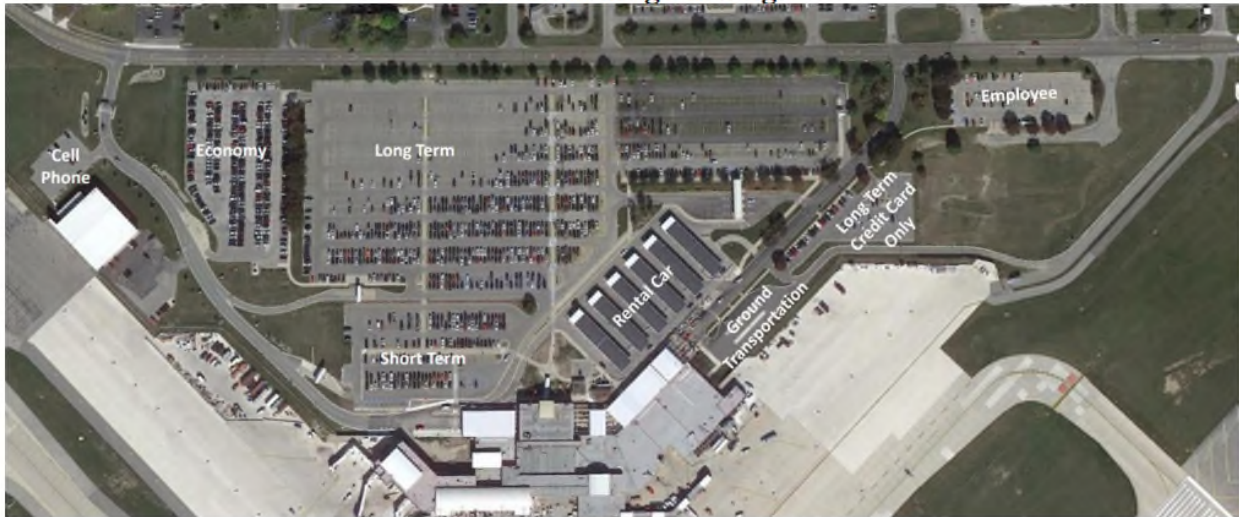
III. Terms and Conditions/Public Disclosure of Proposals

Exhibit F contains a sample contract document to be executed with the successful offeror upon award of the contract. Federal and/or state law requires many of the clauses contained in the agreement. The awarded firm may request additional contract clauses to be incorporated into the contract. If, however, these clauses become a barrier to contract execution and rapid implementation of the project, the Authority may proceed to the next highest ranked offeror for contract consideration. The insurance requirements, as listed, are mandatory.

In compliance with the State of Indiana public record laws, all proposals will be available for public inspection after award. Trade secrets and proprietary information submitted by a contractor in connection with the procurement shall not be subject to public disclosure provided the offeror invokes the protection of this section upon submission of the proposal. The specific area or scope of data and materials to be protected must be identified and the reasons for their protections stated. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement that costs are to be protected is unacceptable and may result in rejection of your proposal.

Exhibit A
Scope of Work

FWA Existing Parking



Infrastructure

Proposers are required to review the existing infrastructure and ensure that all fiber meets the proposed equipment needs, or include all costs associated with upgrading to their proposed solutions communication needs.

FWA recently had all existing fiber tested and the results as well as a map are provided as Exhibit B.

All equipment of every kind must be certified to be able to withstand the climate and conditions found at Fort Wayne international Airport throughout the year.

Existing loops may be used if the proposer is willing to warrant those loops as new. The proposer is required to install all necessary communication (Fiber preferred) for the functionality of the proposed PARC's system.

The minimum required equipment for the proposal is as

follows; **Main Parking Lot – Short Term**

- 2 Ticket Dispenser
- 2 Gates
- 2 AVI readers
- 2 Intercoms

Main Parking Lot- Long Term

- 3 Ticket Dispenser
- 3 Gates
- 3 AVI readers
- 3 Intercoms

Main Lot- Pass through Gate from Short Term to Long Term

- 1 Gate with 14ft gate arm

This gate should decrement space counts from the short term as they exit through this gate and add them to the Long term lot until they exit the plaza.

Contractor will be responsible to installing new communication cable (Fiber) to ensure that connectivity is available from this gate to the proposers back end server.

Main Lot- Exit Plaza (4 lane plaza)

- 2 Cashier workstations, each in their own booth
- 4 Automated Cashless Pay Stations,each in their own lane
- 4 AVI readers in automated lanes
- 4 Gates
- 4 Intercoms
- 1 Master Intercom Station in main cashier booth Master Intercom Station in main cashier booth
- 1 Manager Work station
- 1 Server for RMS system operation and reporting

Economy Lot

- 2 Ticket Dispenser
- 2 Gates
- 2 AVI
- 2 Intercoms
- 2 Nested exit gates
- 2 Gates

Customers exiting the economy lot flow into the Long-Term lot and through the Main exit plaza. Proposers should explain their ability to ensure that the proposed system can accomplish the desired functionality. Customer's who exit are permitted a specified time to exit or their parking rate reverts to the Long-Term rate.

Employee Lot

2 AVI Readers, one in/one out
2 Gates
2 Intercoms, one in/one out

Taxi lot

2 AVI Readers
3 Gates (on entry and 2 at exit)
Server should have the ability to group AVI tags by company
Antipass back feature, blacklist capability
Allow for declining balance functionality
Provide trip reports by company with all assigned AVI tags and be able for Commercial companies to self-manage their accounts through a customer facing web portal.

Overflow Lot

1 Ticket Dispenser
1 Automated Cashless Pay Stations
2 Gates
2 AVI

Rental Car Gate

One gate that will activate when rental car customers are exiting the rental car lot. This gate does not need to communicate with the server, but it will be the proposer's responsibility to warranty and maintain this gate.

Gates

All gate arms should be equipped with LED lights on them. LED functionality should be red when the gate is closed and green when the gate arm is raised to allow entrance into a designated area.

Spare Parts

Each proposer must supply and recommend a spare parts kit for the system provided. Spare parts kits must identify each part that is included and the number of equal parts in the entire system. For example, if the proposer has recommended one spare receipt printer the proposer should also identify the required number of receipt printers in the fully installed system.

LPR

As part of the scope for this project the Airport would also like a cost for in lane LPR at all public parking lots. Proposers price should include all cost for full implementation, including all civil costs for islands, concrete, and electrical.

With the addition of LPR we may eliminate the AVI in the lanes. Proposer should include an add alternate for upgrading to LPR and eliminate AVI.

Reservations

The proposer should include a reservations solution as part of the system. The proposer should identify the reservation platform that is included in their solution along with ensuring that all integration costs are included in the system costs.

Customer Loyalty

Proposer should identify their ability to provide a customer loyalty program within their PARC's solution.

Identify any costs associated with implementing the proposers loyalty program.

Civil

Proposers will be responsible for all required civil work for the full installation of the proposed system. Proposers will have access and may use existing infrastructure of the existing system except that **all recommendations included on the detail sheet (Page 23) of Exhibit B must be incorporated into the project installation.** Proposers are strongly encouraged to test all network systems.

In addition to the internal PARC's network system the Airport proposer must include costs to run a new fiber optic line from the existing parking office to the Airport IT room. Fiber will be terminated to patch panels on both ends. This circuit will be used to upgrade the current ISP for the parking office and for the new PARC's system. Additional information regarding the requirements for this new line is included on the sheet 22-23 of Exhibit B.

The proposer will be also be required to pull a new fiber line from the exit plaza to the long-term entrance that is currently communicating via a copper. Proposer can use existing conduit and pathways. (See page 22-23)

The proposer will be required to install new conduit and a new fiber line from the parking lot exit plaza to the credit card overflow lot. There is currently no pathway. In addition, this line will need to be extended to the taxi entrance and exit. (See page 22-23)

A new fiber line will also be installed from the exit plaza to the short term pass through gate (See Page 22-23).

All fiber and cable specs will need to be underground rated in accordance with the recommended specifications in the fiber study, Exhibit B, unless the proposer obtains approval from the Authority for alternate specifications.

As built drawings are required within 60 days of acceptance of the system. Final payment will be withheld until such acceptable drawings are received.

The Airport Authority is the purchaser of this system. Therefore, the purchase will not include sales tax.

Training

Proposer must provide a training schedule for both the operator and designated Airport staff. A

minimum of two weeks (80) hours of training will be required and will be conducted prior to installation for back-end reporting and functionality and after installation of the system. Training prior to installation can be completed virtually and should be used for on-site staff to become familiar with the new PARC's system hardware and performance (reporting) capabilities. At least 60 hours of on-site training on hardware and software post installation is required at the property. This should provide training on the final designed and installed system. Training hours and documentation will be required from the proposer and must be signed off by all users receiving training. Proposers should detail their training documentation in the proposal.

Performance Bond

Performance bond for 100% of quoted price.

The system quoted must be turn-key and complete in every way. No claims from vendor that integral parts of the system are not included in the quote will be accepted. All options quoted must work within the system or as otherwise stated, but no add-ons should be needed to provide the functionality requested or implied in this Request for Proposals.

Penalties

Each proposer will present a schedule for the work based on the contract execution date provided in the timeline. Failure to meet key dates mutually agreed upon will result in a penalty for the selected proposer. The penalty will be assessed at a rate of \$100 per day.

Warranty Period

The warranty period for the system will not commence until the system has been fully installed and passed an initial testing period with no failures. The proposer and the Airport will complete a Final Acceptance and Testing (FAT) document. Any repairs and replacement parts during this time will be born by the Proposer.

Software and ongoing costs

Each proposer must provide all ongoing expense costs associated with their proposed solution. If there are recurring costs for the system after installation (i.e. monthly or annual software costs) each proposer must clearly identify those costs and provide assurance that there will be no escalation of these monthly or annual costs within the first five years of the system life.

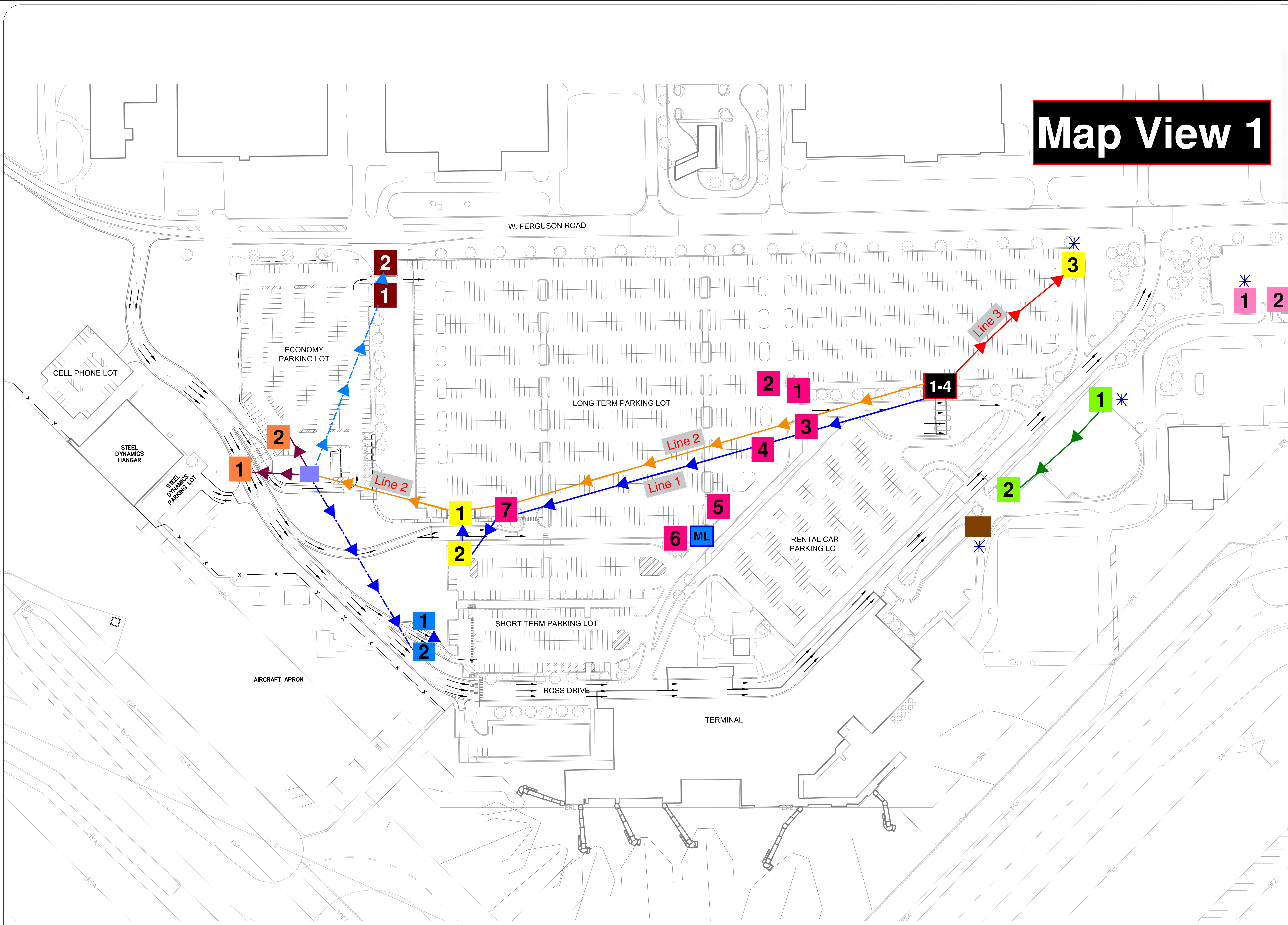


Premier Communications
902 Incentive Drive
Fort Wayne, IN 46825
www.premiercommfw.com



Michael O. Mansfield, RCDD
Office (260) 497-8338
mmansfield@premiercommfw.com

Map View 1



Fort Wayne Airport Data Map

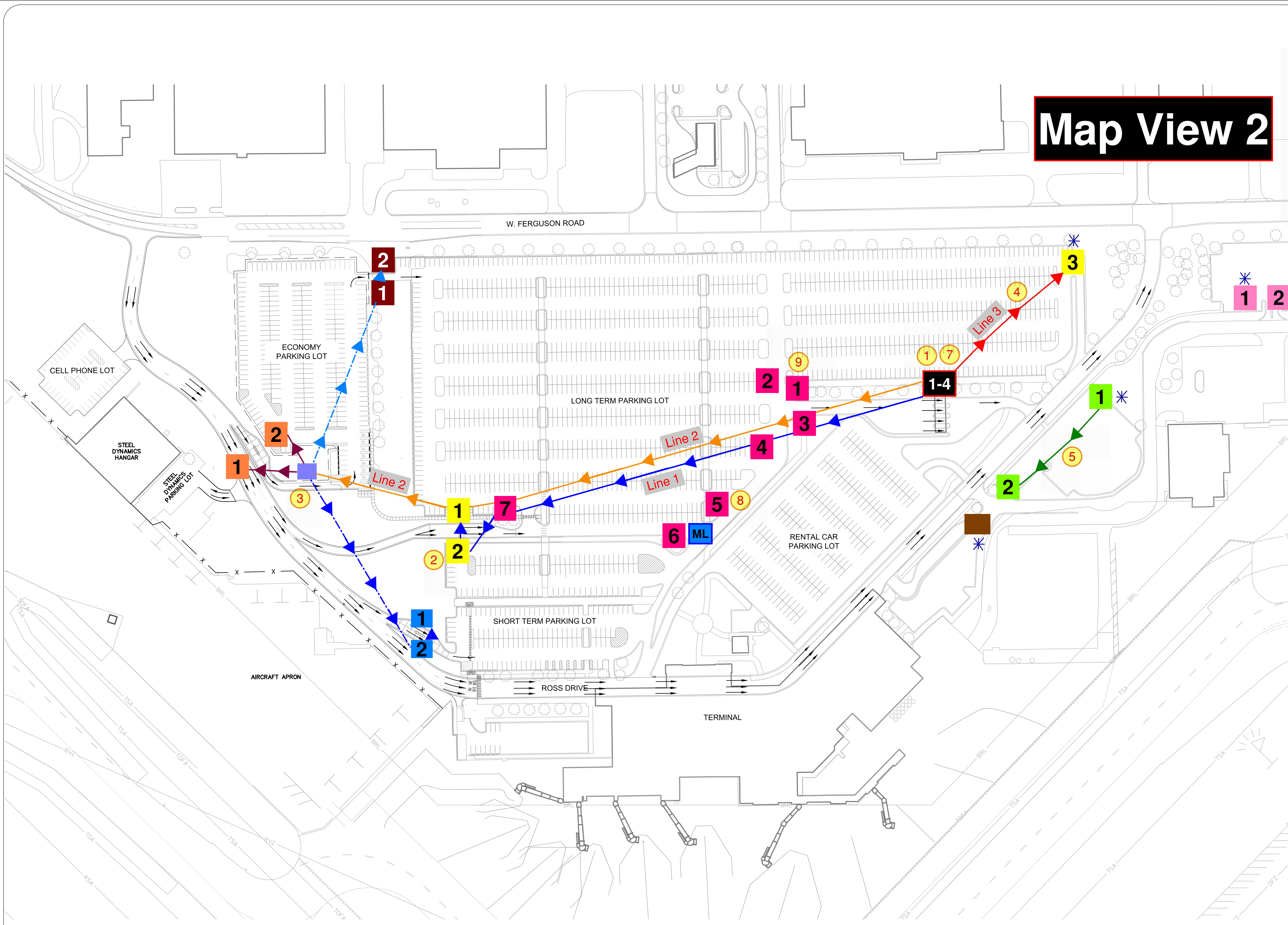


902 Incentive Drive
Fort Wayne, IN 46825
www.premiercommfw.com



Michael O. Mansfield, RCDD
Office (260) 497-8338
mmansfield@premiercommfw.com

Map View 2



Fort Wayne Airport Data Map

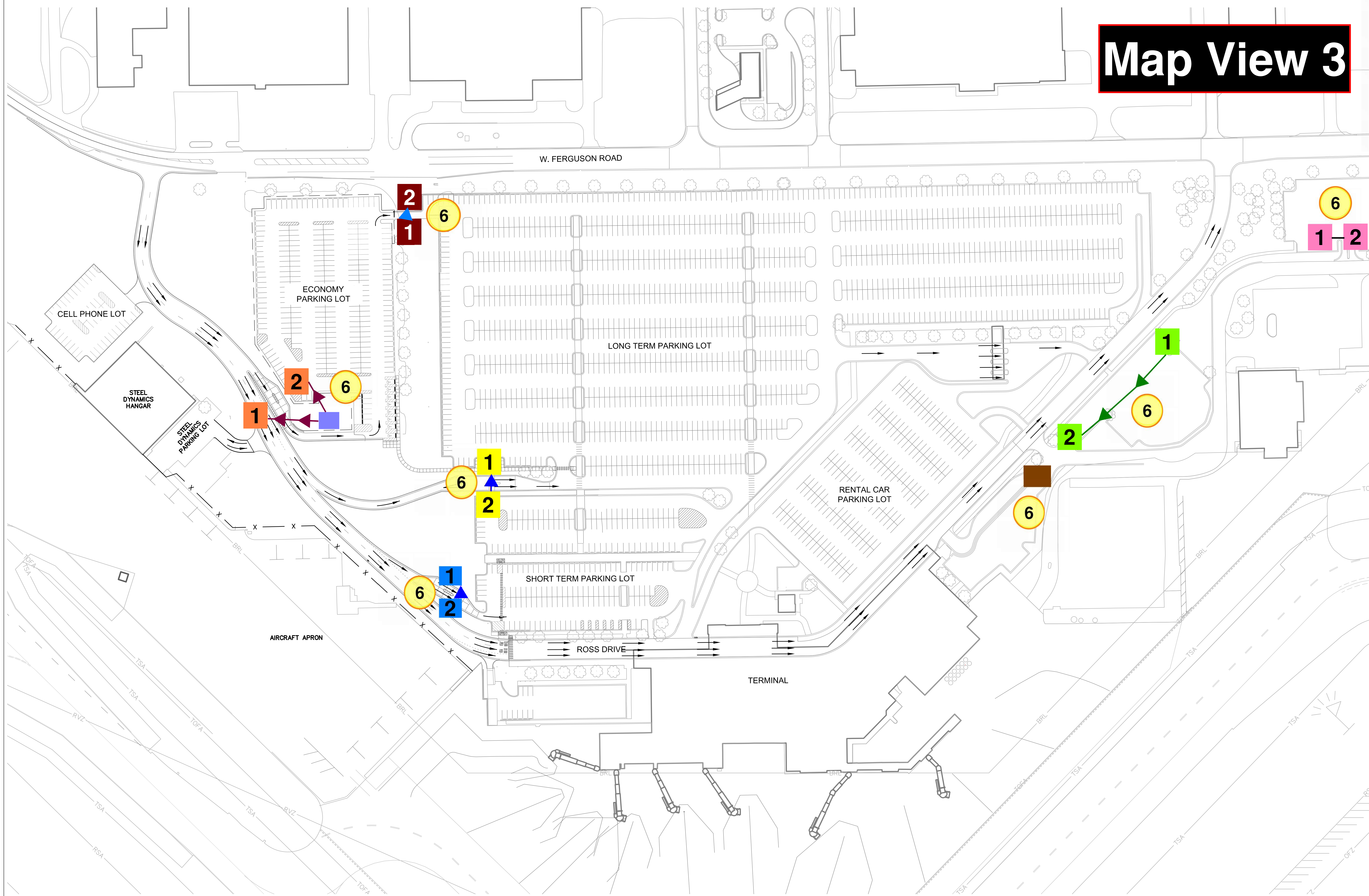


Premier Communications
902 Incentive Drive
Fort Wayne, IN 46825
www.premiercommfw.com






Michael O. Mansfield, RCDD
Office (260) 497-8338
mmansfield@premiercommfw.com

Map View 3



Fort Wayne Airport Data Map

- 1-4** Main Lot Exits 1-4
- All fiber that starts at this location is terminated with SC connectors in the fiber shelf
- 1-3** Long Term Terminals 1, 2, and 3
- 1-2** Economy Crossover 1 and 2
- 1-2** Economy Terminals 1 and 2
- 1-2** Short Term Terminals 1 and 2
- 1-2** Overflow:
Entrance - 1 Exit - 2
- 1-7** Quazite (hand hole)
-  Metal Box
-  Taxi Entrance (no exit terminal)
-  Wireless Bridge
- 1-2** Employee Parking entrance & exit
- ML** Main Lot Pass Through

Line 2 → Begins at shelf 2 in the rack in **1-4**
Fiber - 24 strand, multimode
- Possibly passed through Quazite 3 & 7 and is terminated in a bulkhead located in the Metal Box.
- See detail sheets for further information.

Line 1 → Begins at shelf 1 in the rack in **1-4**
Fiber - 24 strand, multimode
- Possibly passes through Quazite 3 & 7 and is terminated in the box for the gate arm at terminal 2.
- See detail sheets for further information.

→ 1 cable of (6 strand multimode fiber) connected at the Metal box and Terminal 2.
- See detail sheets for further information.

→ 1 cable of (6 strand multimode fiber) only 2 strands are terminated in the switch at the Metal Box
- See detail sheets for further information.




→ 2 copper patch cords (Cat5e non OSP rated)
- Comes in to the Metal box as Line 2. 2 strands of fiber go into a media converter and change to copper which feeds to Economy Terminals 1 & 2.
- See detail sheets for further information.

Line 3 → Shelf 3 in the rack in **1-4**
+450' copper cable (Cat6 OSP rated) - See recommendation #5
- Cables go into an 8 port switch located in the Long Term Terminal 3 controller. See detail sheets for further information.

→ Copper Cable (Cat5e non OSP rated)
- Cable runs into a switch in the ticket kiosk.

ML Contains copper cable (Cat5e non OSP rated)
- Cable is believed to run through Quazite 5 and into Main Lot **1-4** Exit, but not indication of it being in the Main Lot Exit building or data rack.
- Cable tested that it is not terminated.

Details

- 1** All fiber connected at **1-4** (Main Lot Exit 1-4) is terminated with (SC) connections
Shelf 1 (Line 1) terminates at Long Term Terminal gate 1 with (SC) connections
Shelf 2 (Line 2) terminates at  (Metal box) with (ST) connections and continues on to terminate at Economy Crossover gates and Short Term Terminal gates with (ST) connections.
There is copper wiring connected in tower that the destination is unknown.
- 2** Shelf 1 (Line 1) begins at **1-4** (Main Lot Exit 1-4) and continues into the Long Term Terminal 2 arm tower.
Technician was not able to power loss the this bundle of fiber. The ferrels are too fragile and would break upon handling.
Recommend all strands be re-terminated at this location - see page 23, Installation Recommendations #1
- 3** Shelf 2 (Line 2) begins at **1-4** (Main Lot Exit 1-4) and continues in to  (Metal box) where it is connected into the bulkheads. 1 cable is patched into a media converter, two copper patch cords (Cat5e non OSP rated) come out, and go underground to Economy Terminal 1 & 2. See Detail Sheet for further information. Some of the fiber in the cable that heads to Economy Cross over is cut in the Metal Box. See detail sheet for more information
Recommend cleaning up and coiling cables properly. Recommend replacing non OSP cable with OSP rated cable - see page 23, Installation Recommendations #4
- 4** The copper cable (OSP rated) run from **1-4** (Main Lot Exits 1-4) to Long Term Terminal 3 is over 450' long. Standards call for a maximum of 295' for copper cable runs.
Recommend replacing with fiber - see page 23, New Line Cable Recommendations (orange line)
- 5** The copper cable (non OSP rated) beginning at Overflow Entrance 1 is copper cable that is run underground & should be OSP rated.
Recommend replacing with OSP rated cable - see page 23, Installation Recommendations #4
- 6** All copper cable that is run underground should be OSP rated. Please see Map 3 for lines that are suggested to be replaced. See Map 3 for what cables are included. Marked with 
Recommend replacing all underground cable with OSP rated cable - see page 23, Installation Recommendations #4
- 7** 2 strands of fiber are terminated in a media converter and left on top of Shelf 1 of the rack in Main Lot Exits 1-4.
- 8** Upon investigation it could not be determined where the fiber cable that is cut in Quazite 5 begins or ends.
- 9** - Upon investigation it could not be determined where the fiber cable that is cut in Quazite 1 begins or ends.
- Upon investigation it could not be determined where the fiber cable that passes through Quazite 1 begins or ends.
- 2 & 4** Technician could not get cover off of Quazite. Once cover is removed, it may not be able to be replaced due subterranean shifting. Can come back to investigate further if desired.
- 6** Only contains control cables.



902 Incentive Drive
Fort Wayne, IN 46825
www.premiercommfw.com



Michael O. Mansfield, RCDD
Office (260) 497-8338
mmansfield@premiercommfw.com

Fort Wayne Airport Data Map

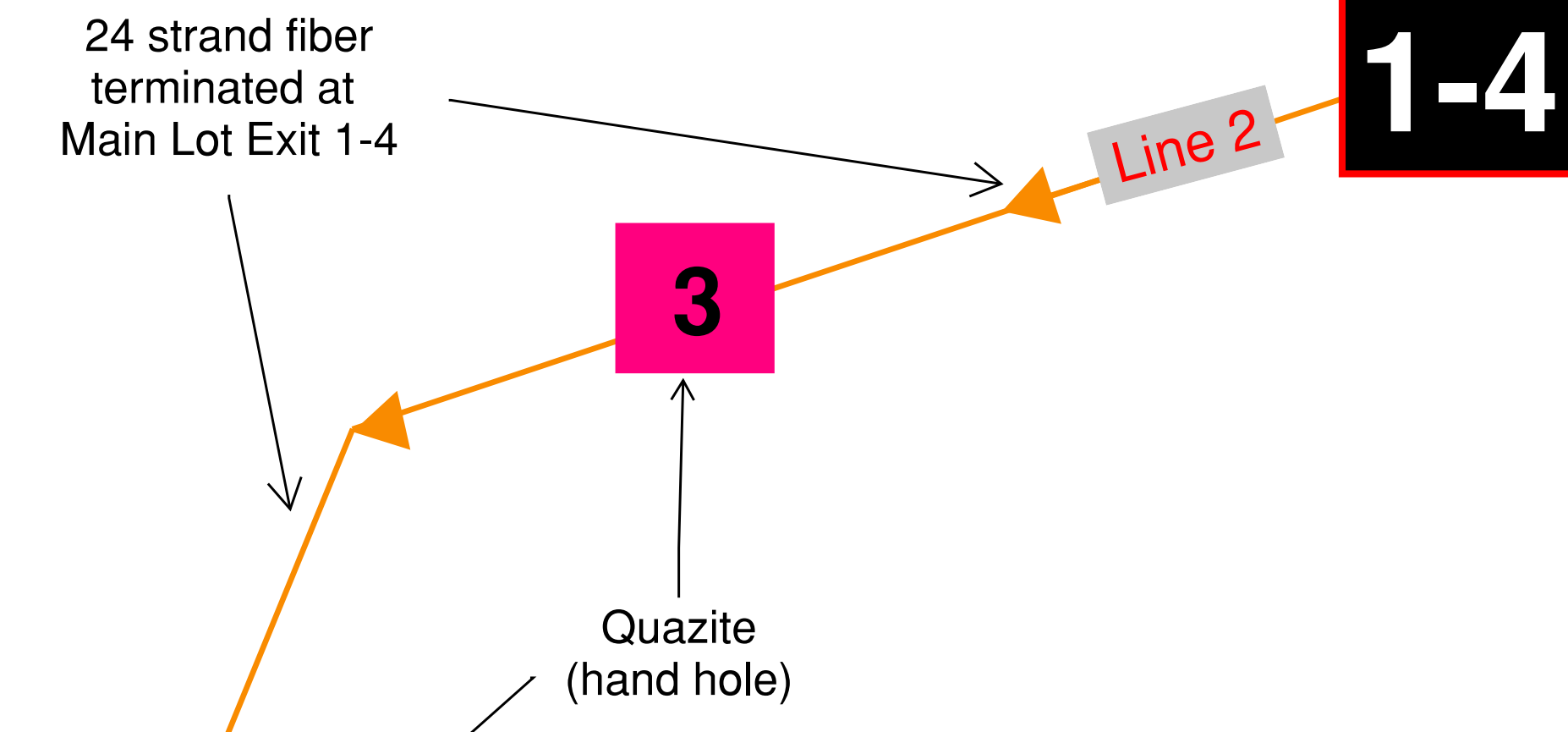
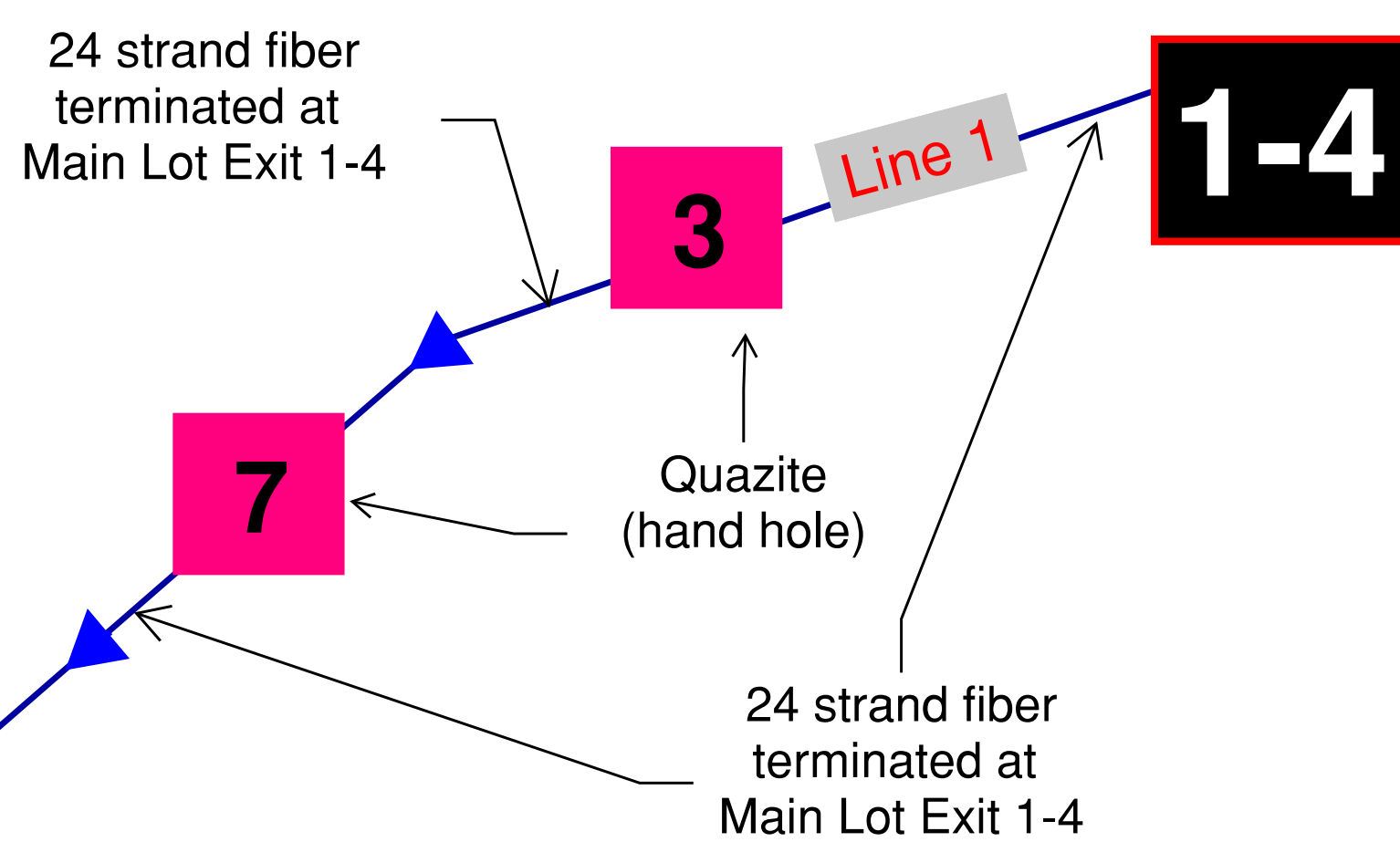
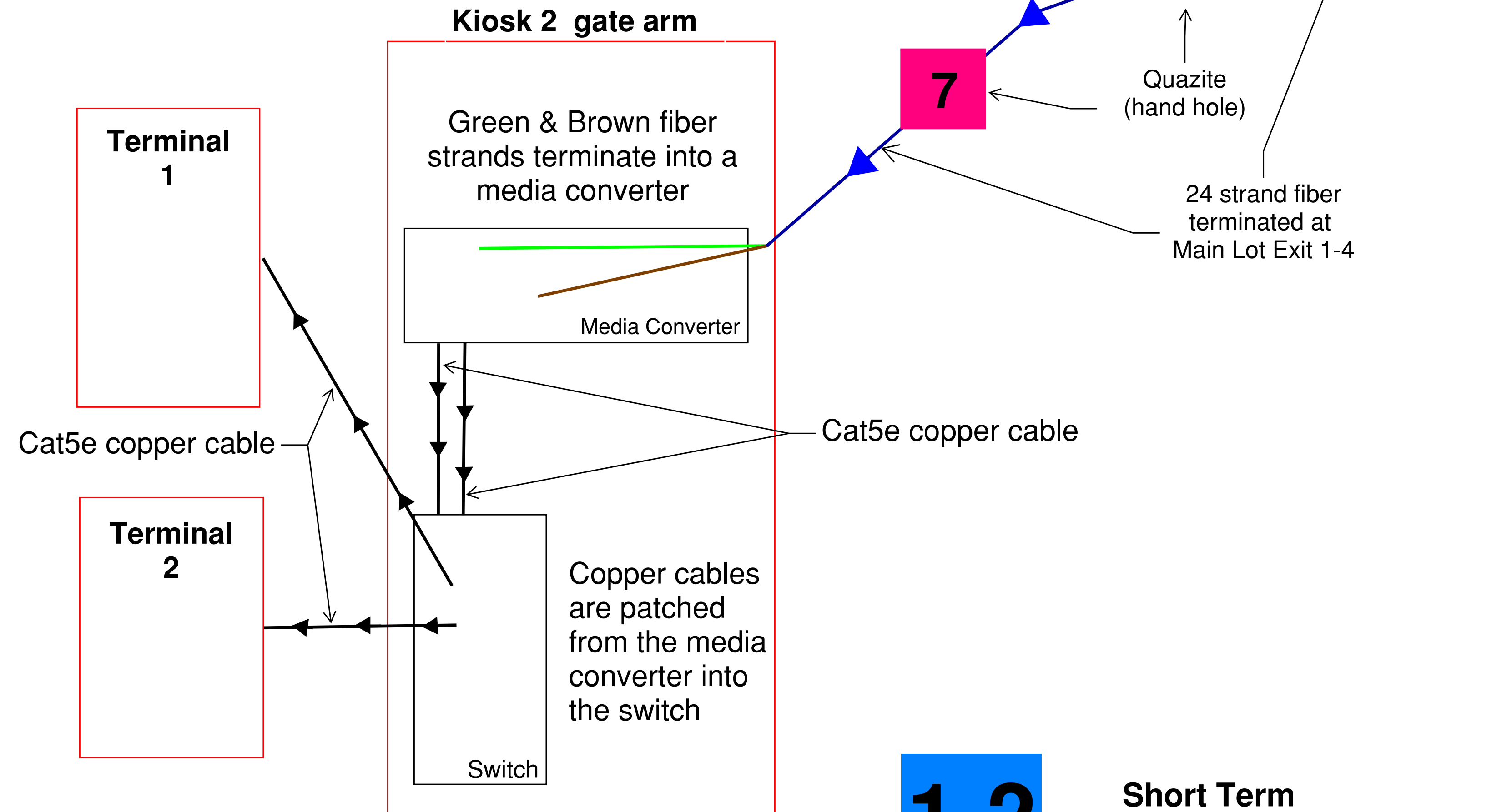


902 Incentive Drive
Fort Wayne, IN 46825
www.premiercommfw.com

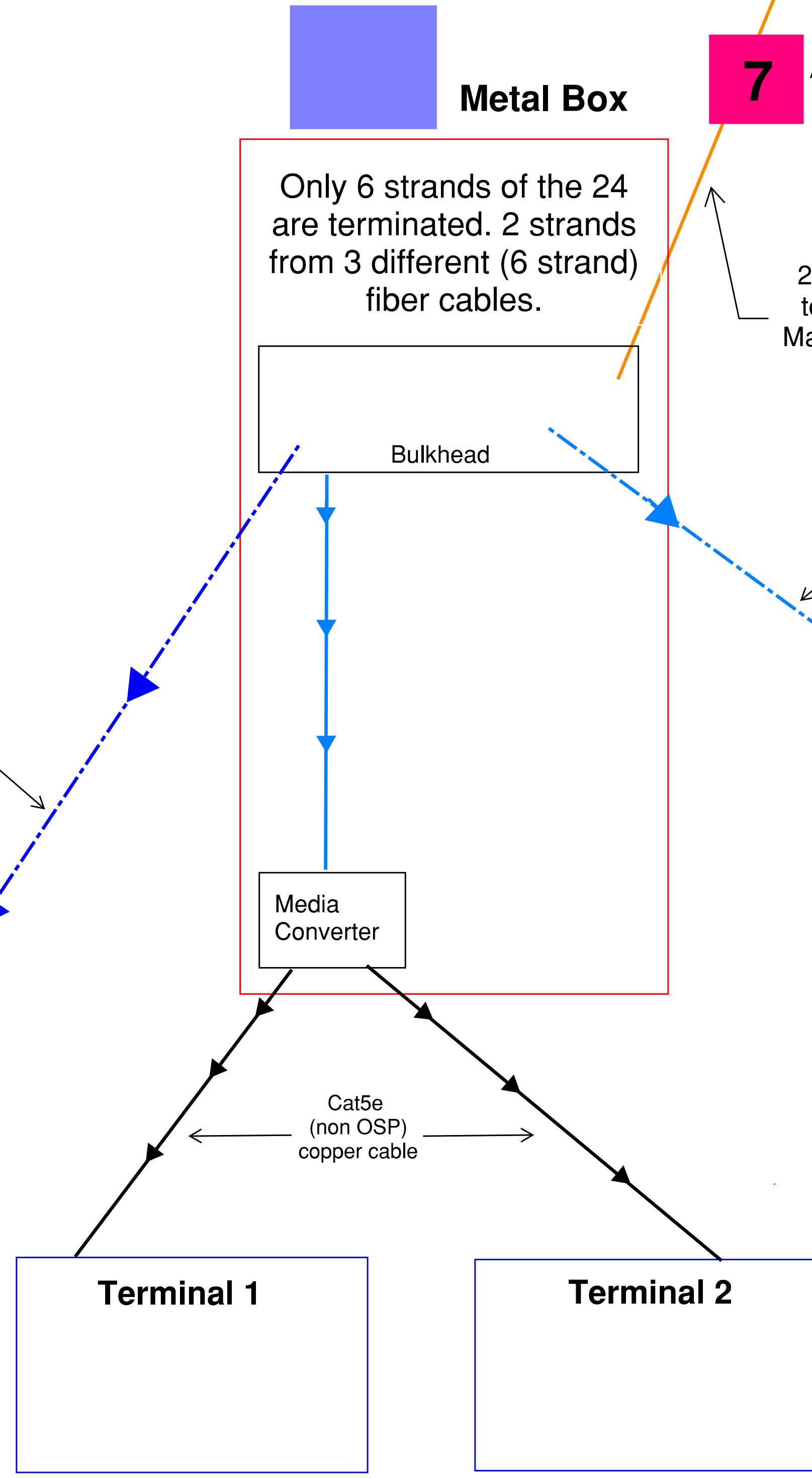
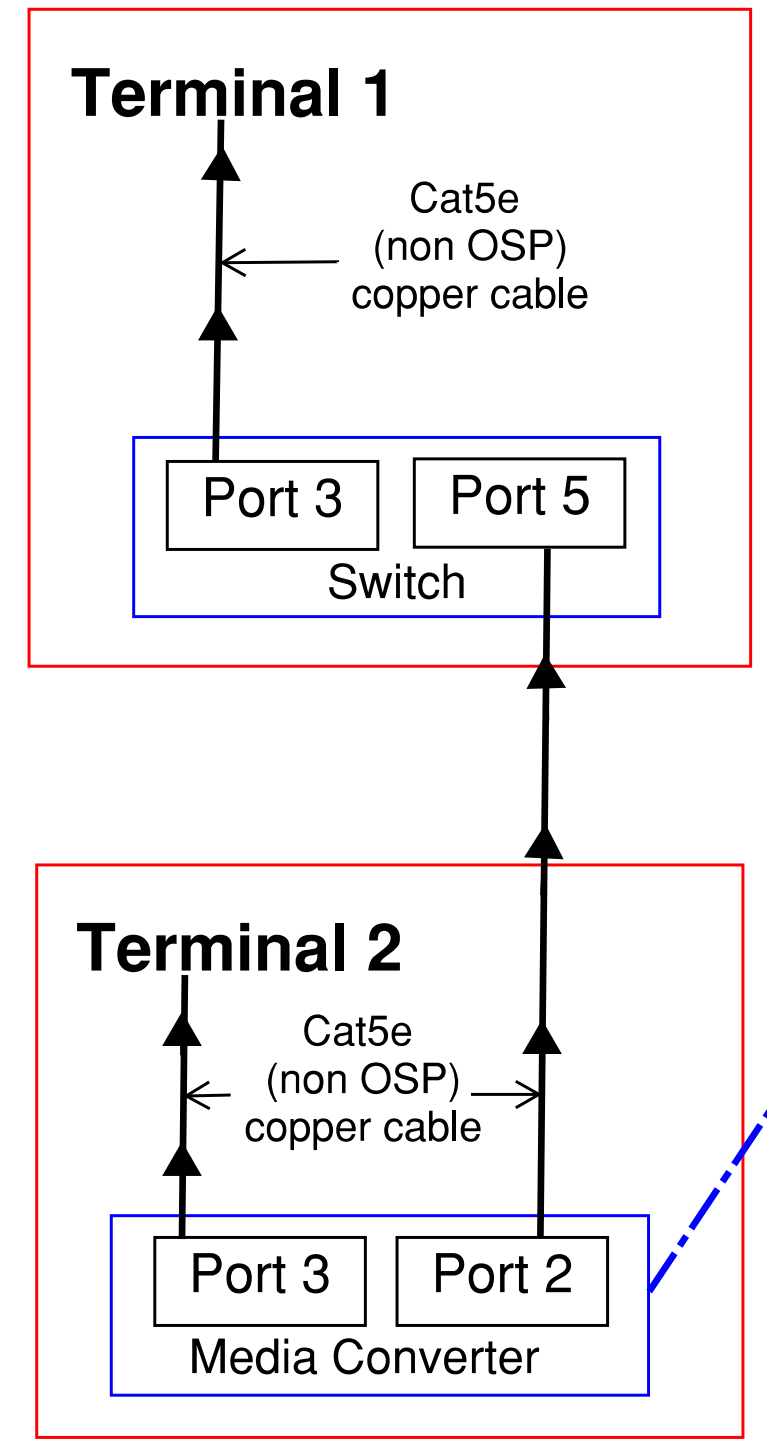


Michael O. Mansfield, RCDD
Office (260) 497-8338
mmansfield@premiercommfw.com

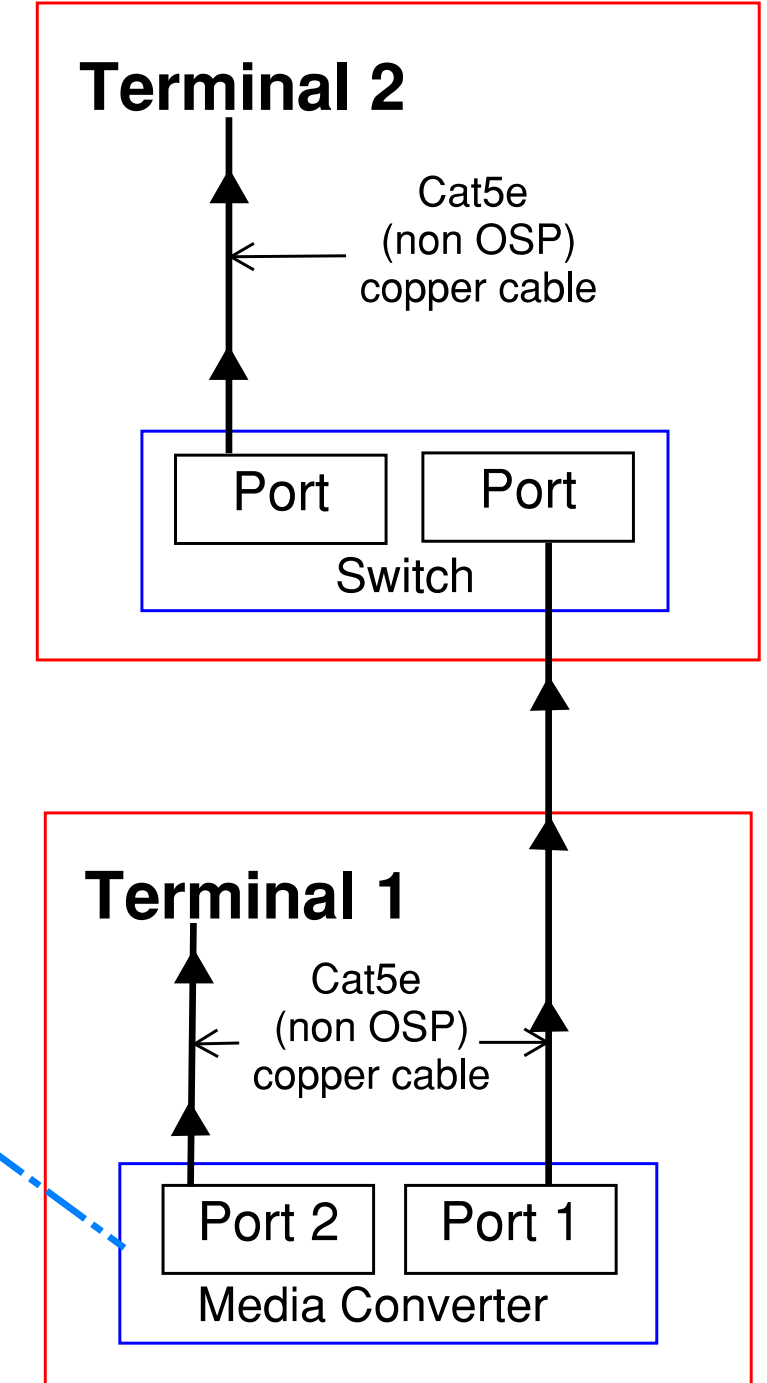
1-2 Long Term Terminals 1 and 2



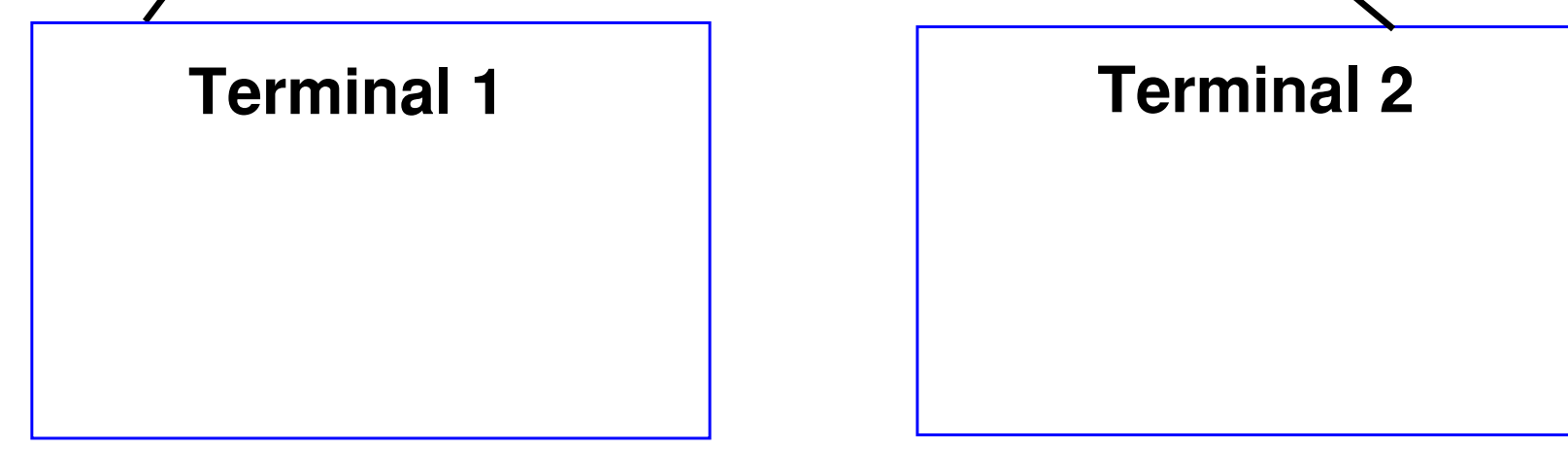
1-2 Short Term Terminals 1 and 2



1-2 Economy Crossover Terminals 1 and 2



1-2 Economy Terminals 1 and 2



Fort Wayne Airport Data Map

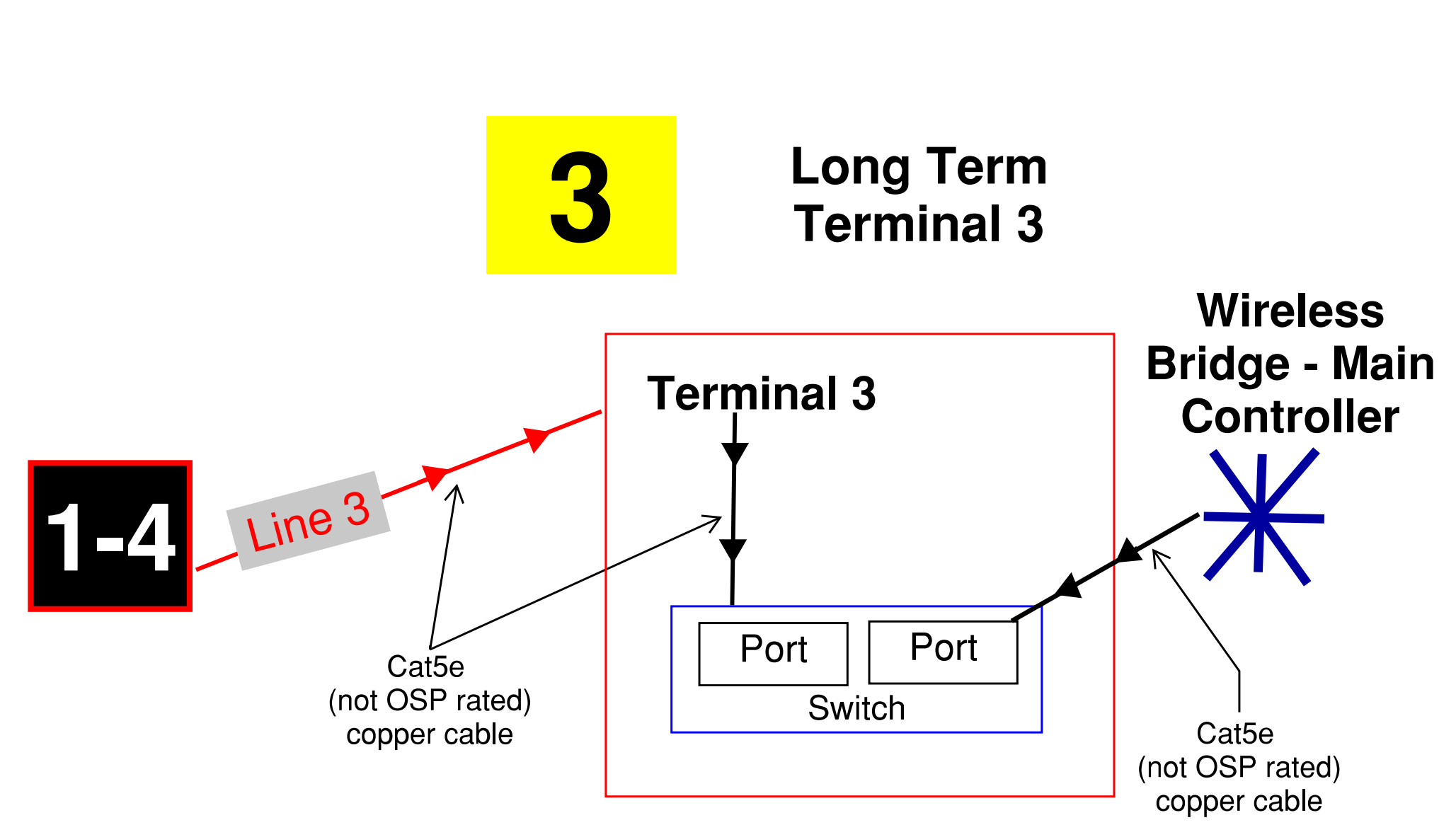


902 Incentive Drive
Fort Wayne, IN 46825
www.premiercommfw.com

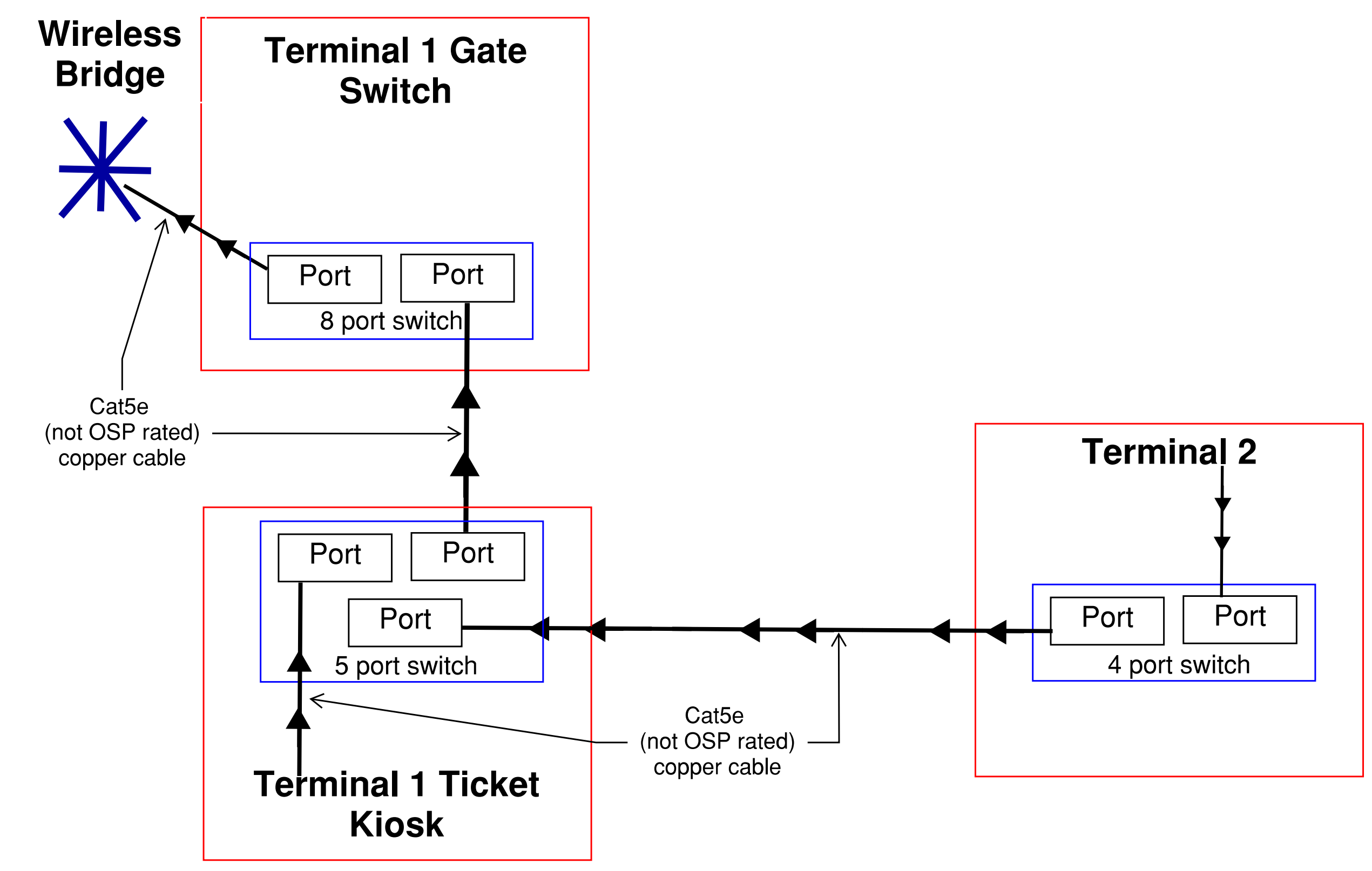


Michael O. Mansfield, RCDD
Office (260) 497-8338
mmansfield@premiercommfw.com

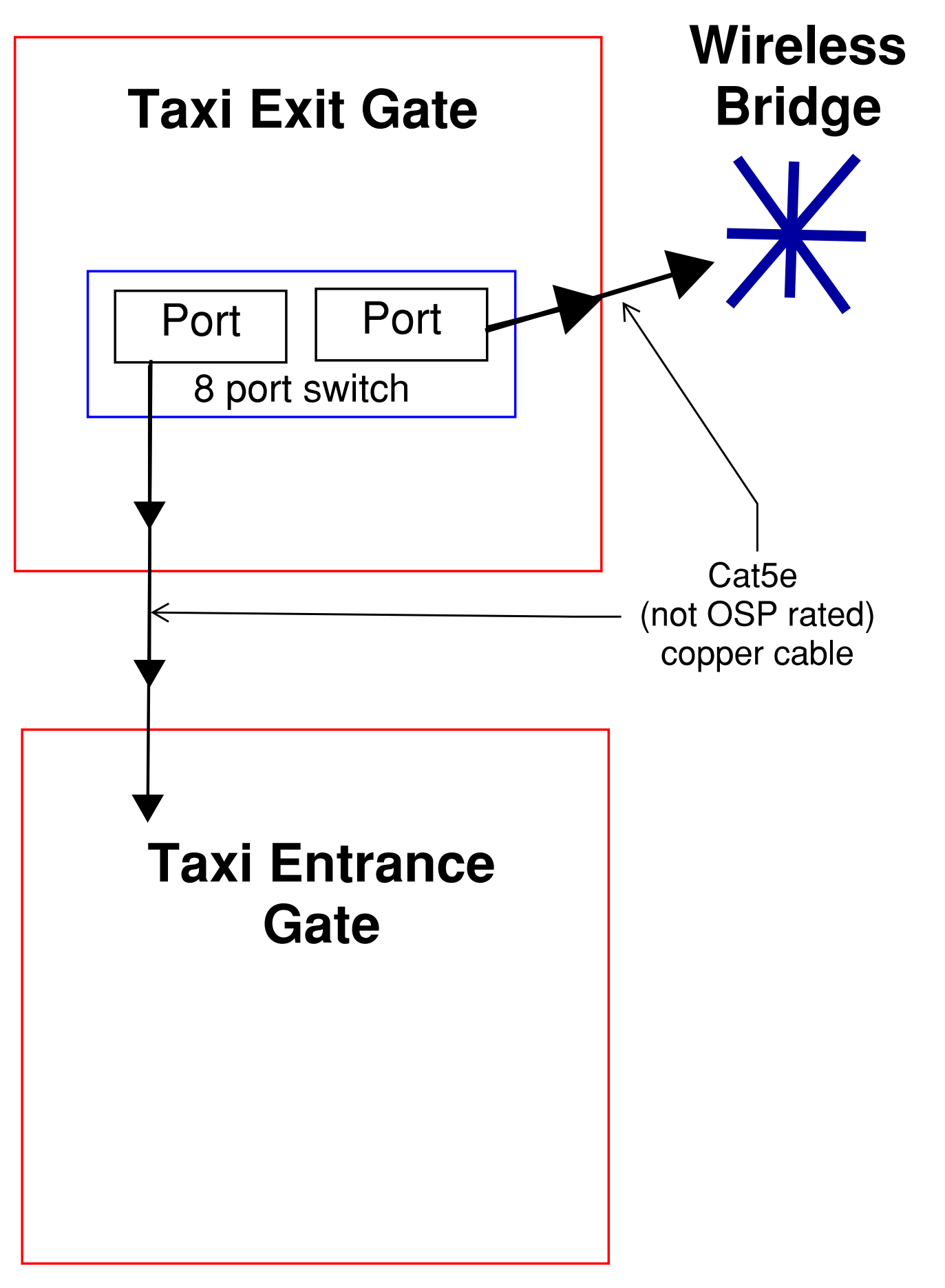
Fort Wayne Airport Data Map



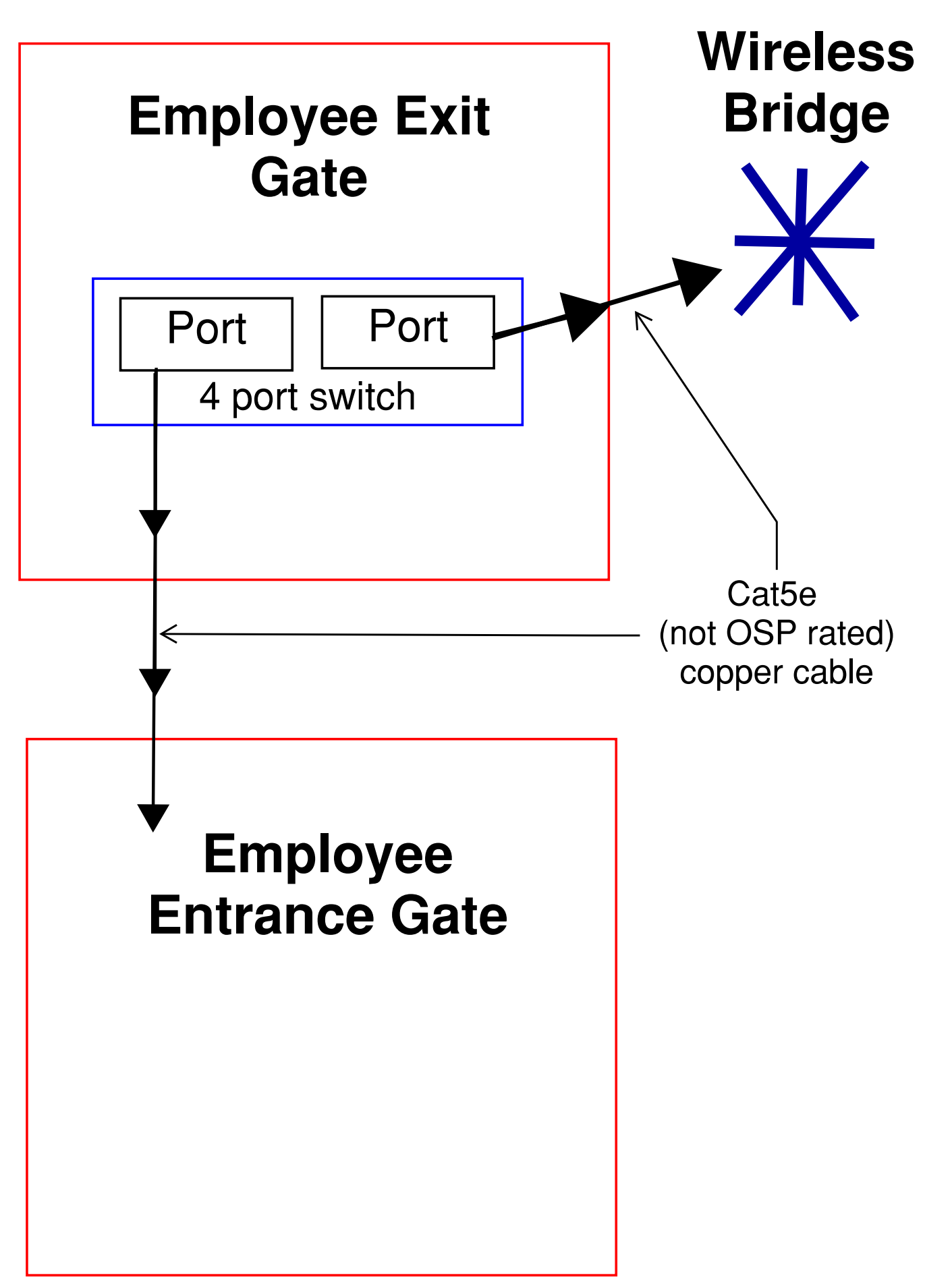
1-2 Overflow Lot Terminals 1 & 2



Taxi Terminal



1-2 Employee Parking



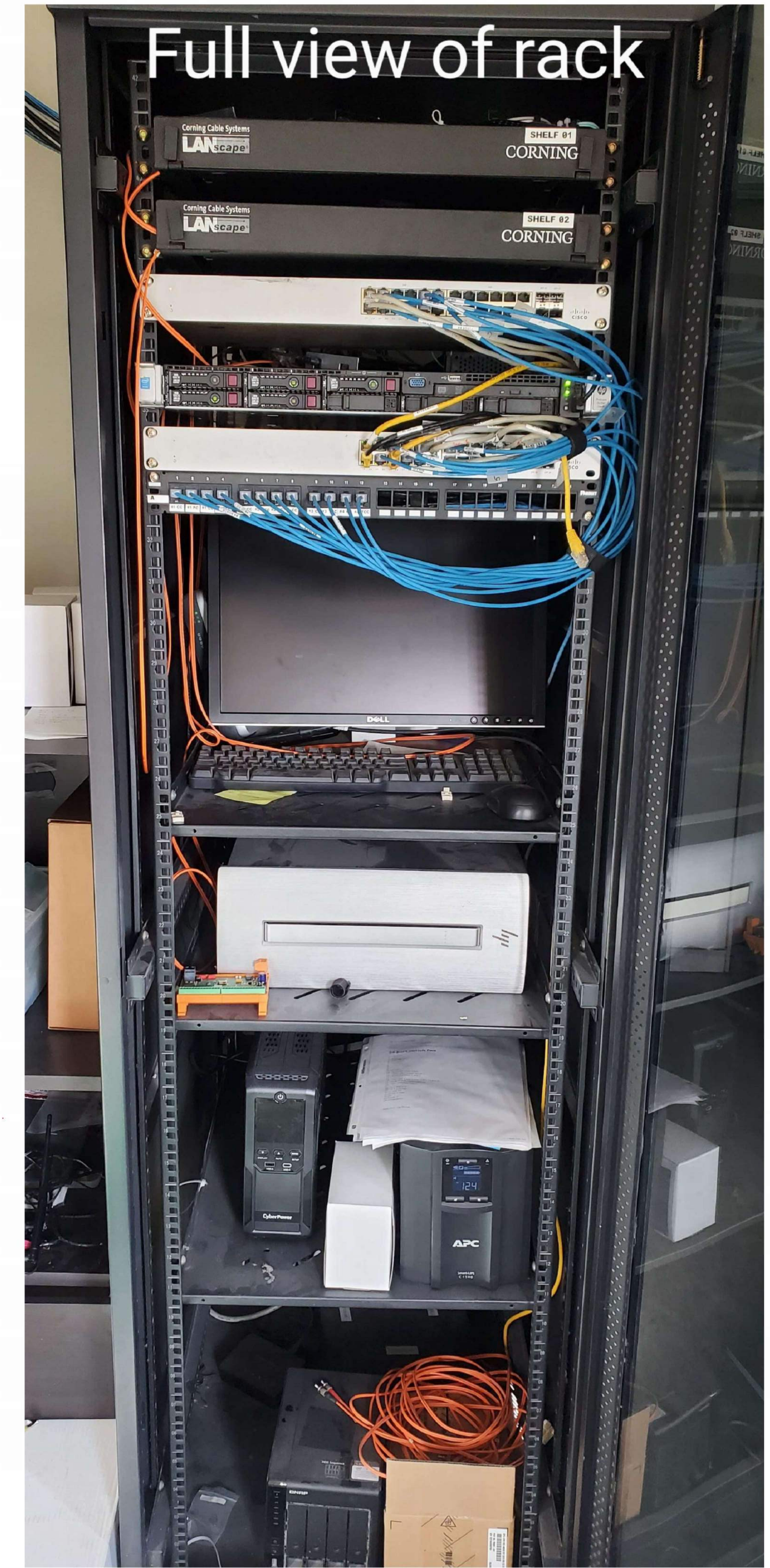


Fiber shelves 1 and 2



Media converters
in back of rack

1-4 Main Lot Exits 1-4



Full view of rack

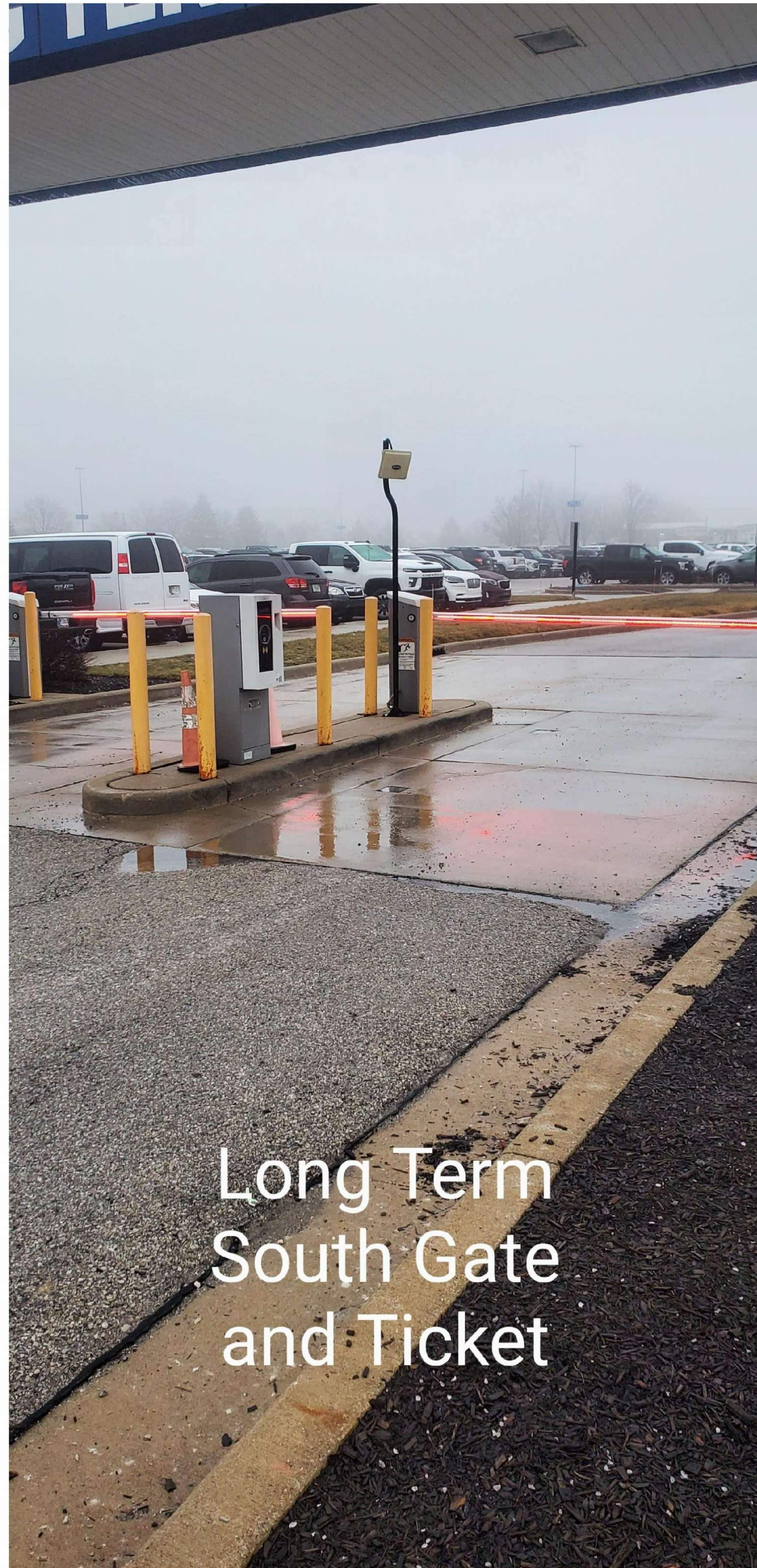


902 Incentive Drive
Fort Wayne, IN 46825
www.premiercommfw.com



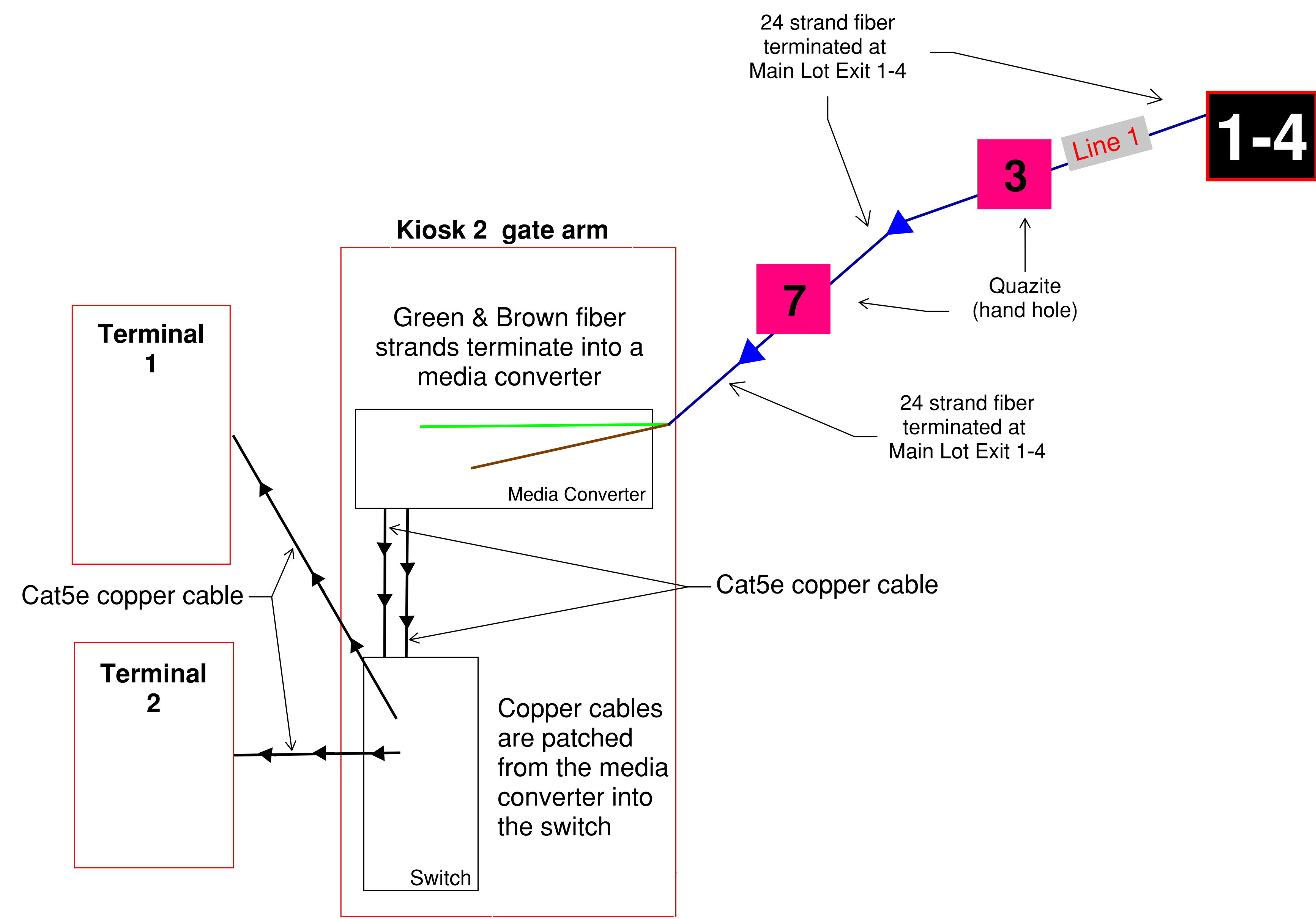
Michael O. Mansfield, RCDD
Office (260) 497-8338
mmansfield@premiercommfw.com

Fort Wayne Airport
Data Map



Long Term
South Gate
and Ticket

1-2 Long Term Terminals 1 and 2

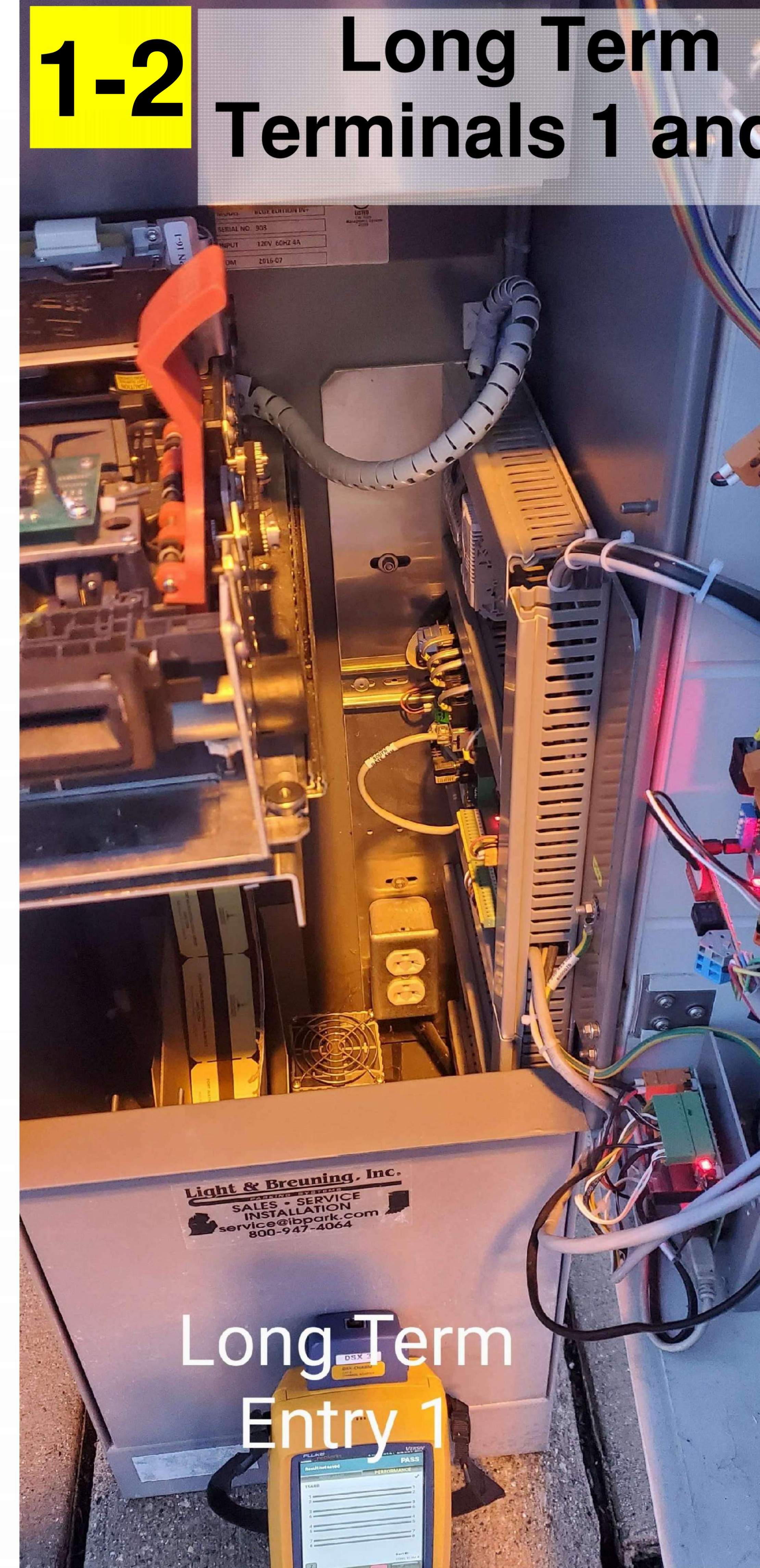




South Gate Arm.
Long Term Fiber



Long Term
Entry 2



1-2 Long Term
Terminals 1 and 2

Long Term
Entry 1



902 Incentive Drive
Fort Wayne, IN 46825
www.premiercommfw.com



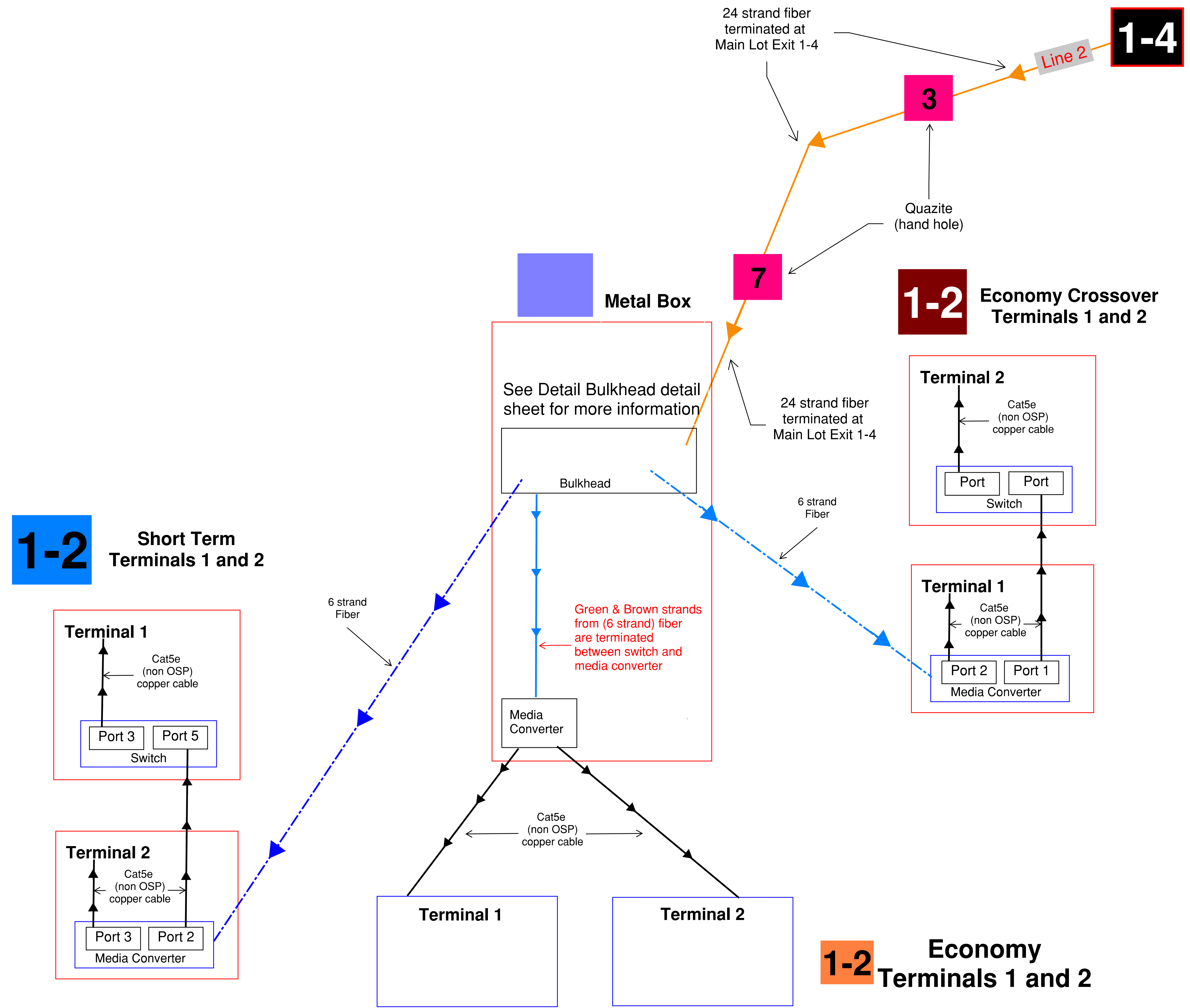
Michael O. Mansfield, RCDD
Office (260) 497-8338
mmansfield@premiercommfw.com

Fort Wayne Airport
Data Map



Metal Box Full View

Metal Box



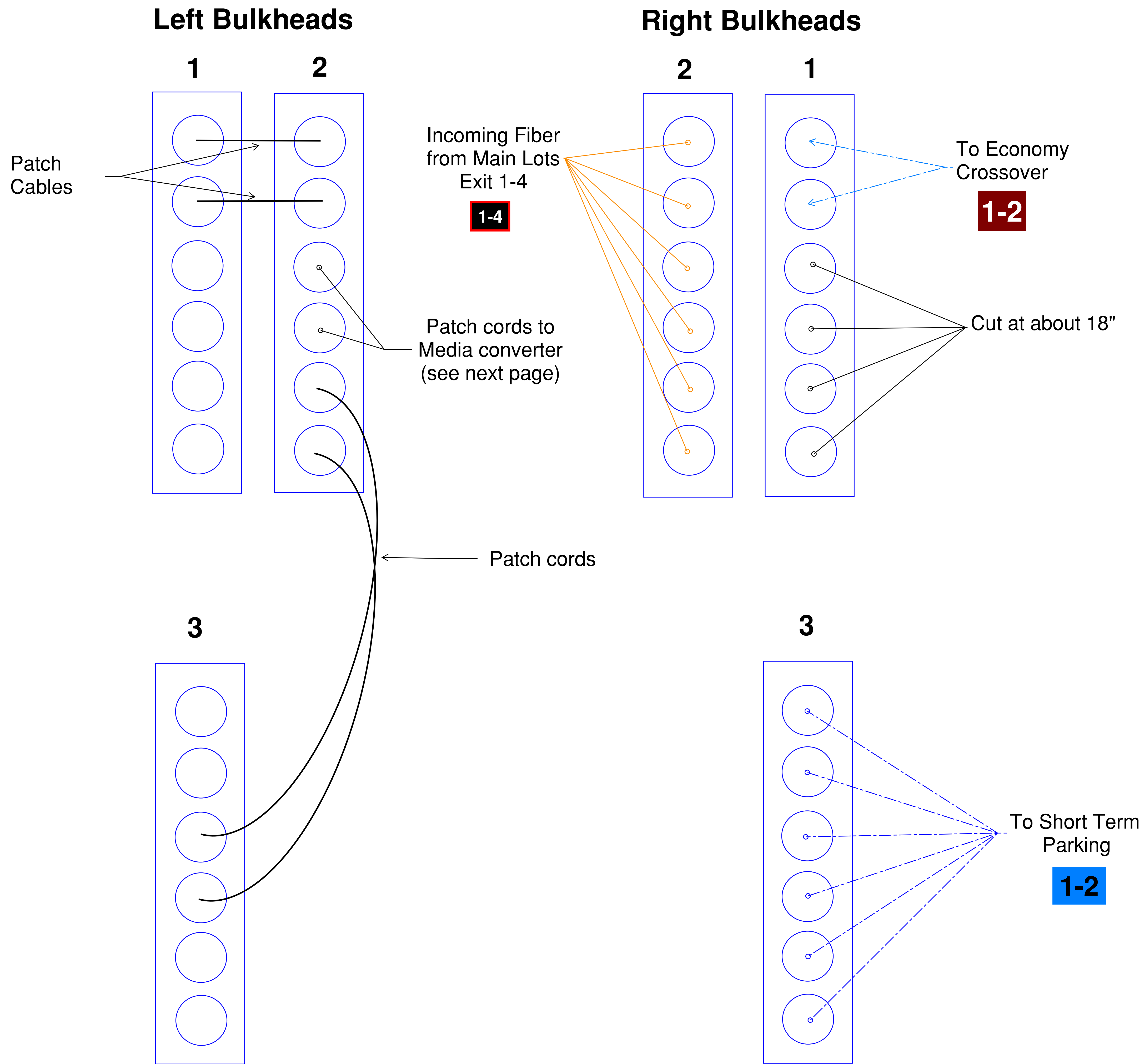
902 Incentive Drive
Fort Wayne, IN 46825
www.premiercommfw.com



Michael O. Mansfield, RCDD
Office (260) 497-8338
mmansfield@premiercommfw.com

Fort Wayne Airport Data Map

Bulkhead Detail Sheet



902 Incentive Drive
Fort Wayne, IN 46825
www.premiercommfw.com



Michael O. Mansfield, RCDD
Office (260) 497-8338
mmansfield@premiercommfw.com

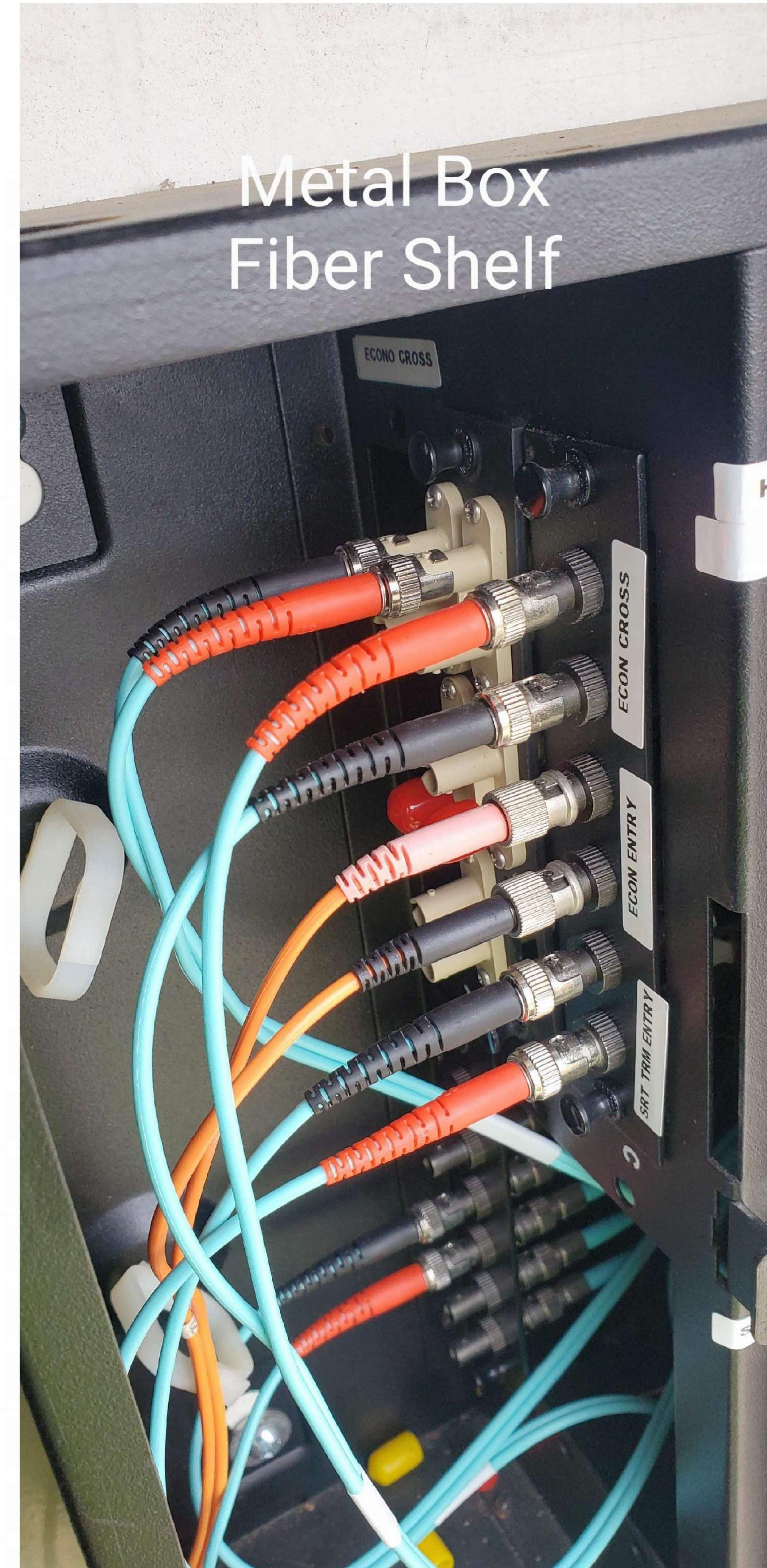
Fort Wayne Airport
Data Map



Metal Box Full View



Metal Box Media Converter



Metal Box Fiber Shelf

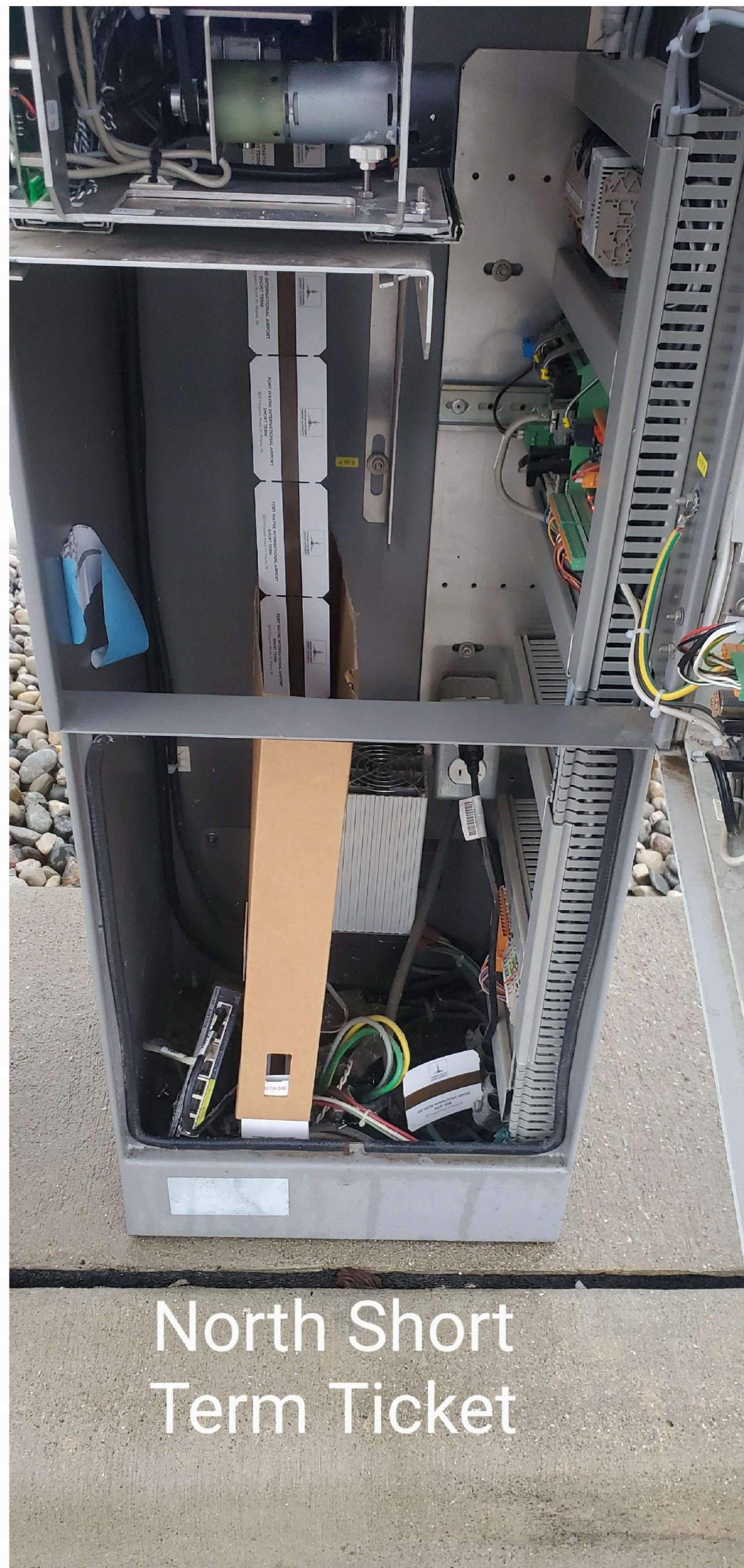


Premier Communications
902 Incentive Drive
Fort Wayne, IN 46825
www.premiercommfw.com

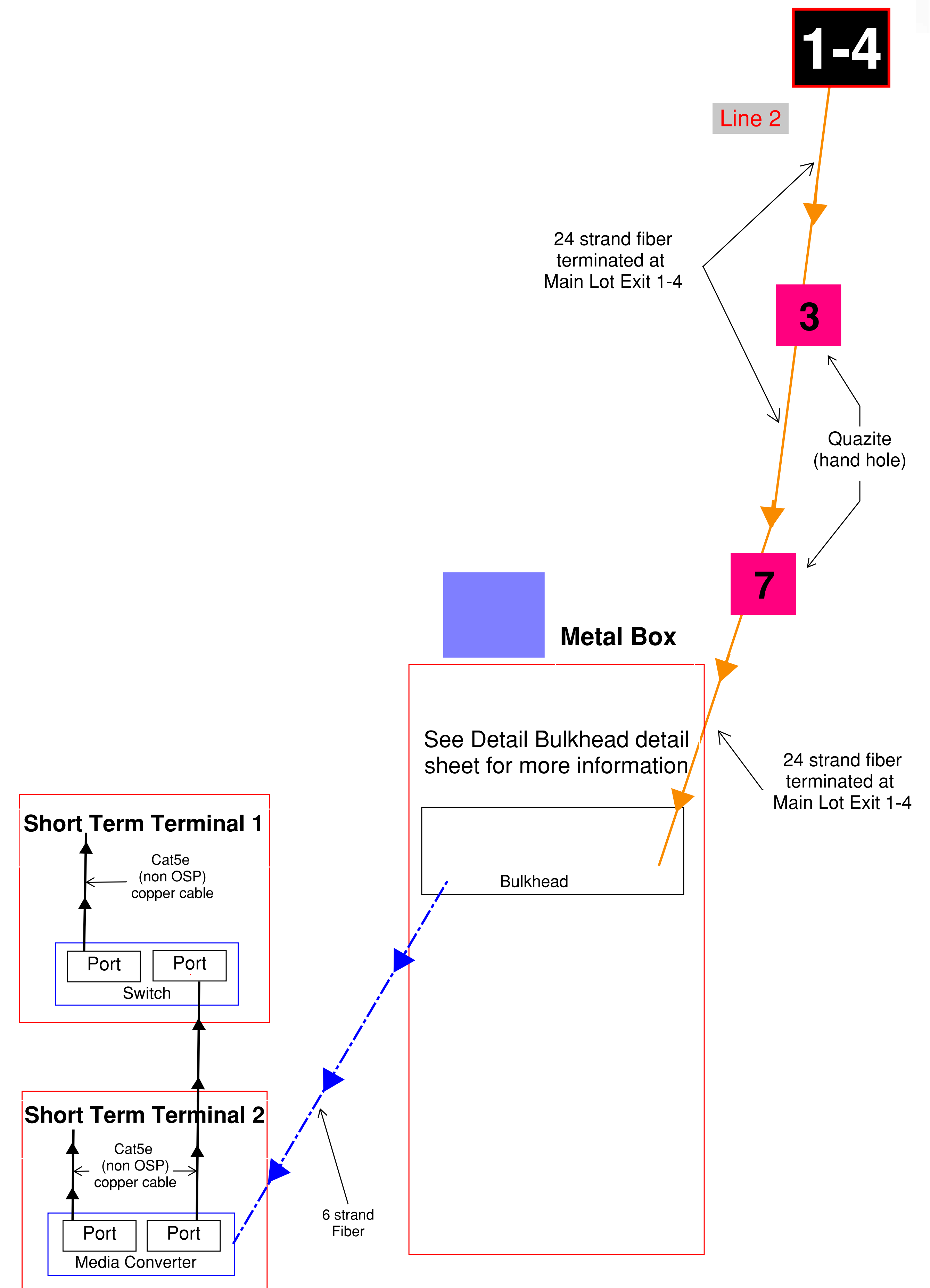


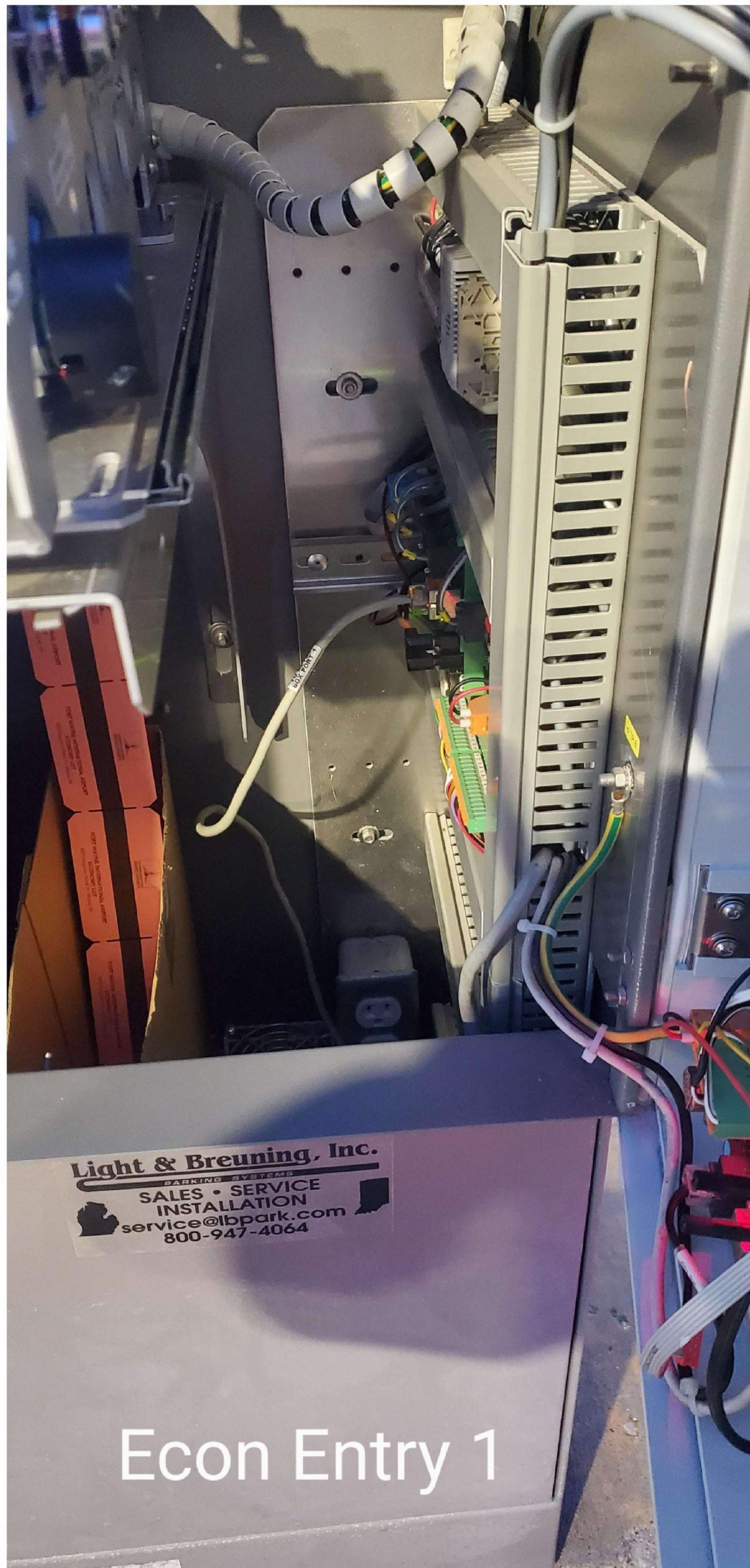
Michael O. Mansfield, RCDD
Office (260) 497-8338
mmansfield@premiercommfw.com

Fort Wayne Airport Data Map



1-2 Short Term Terminals 1 and 2



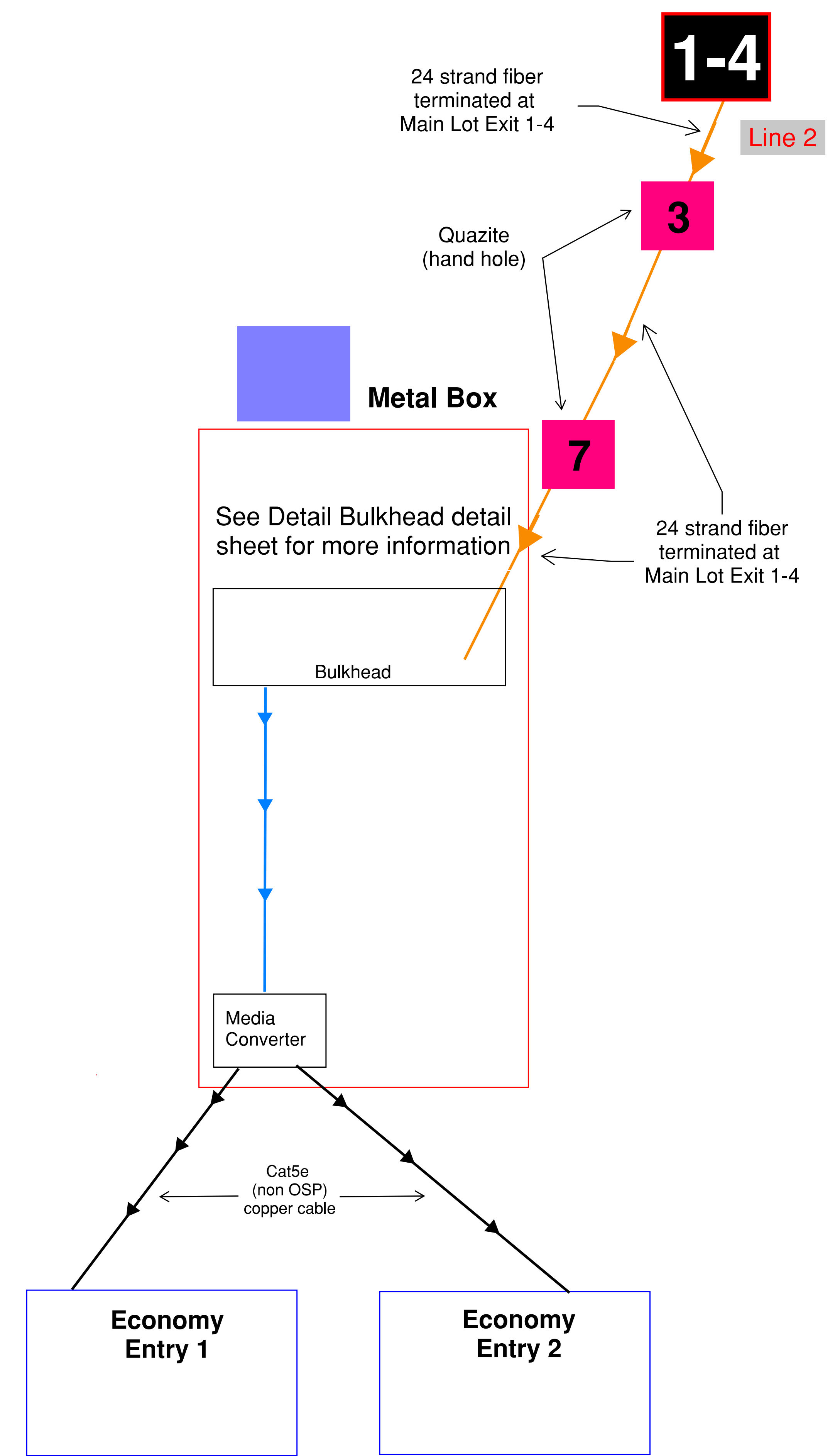


Econ Entry 1



Econ Entry 2

1-2 Economy Terminals 1 and 2



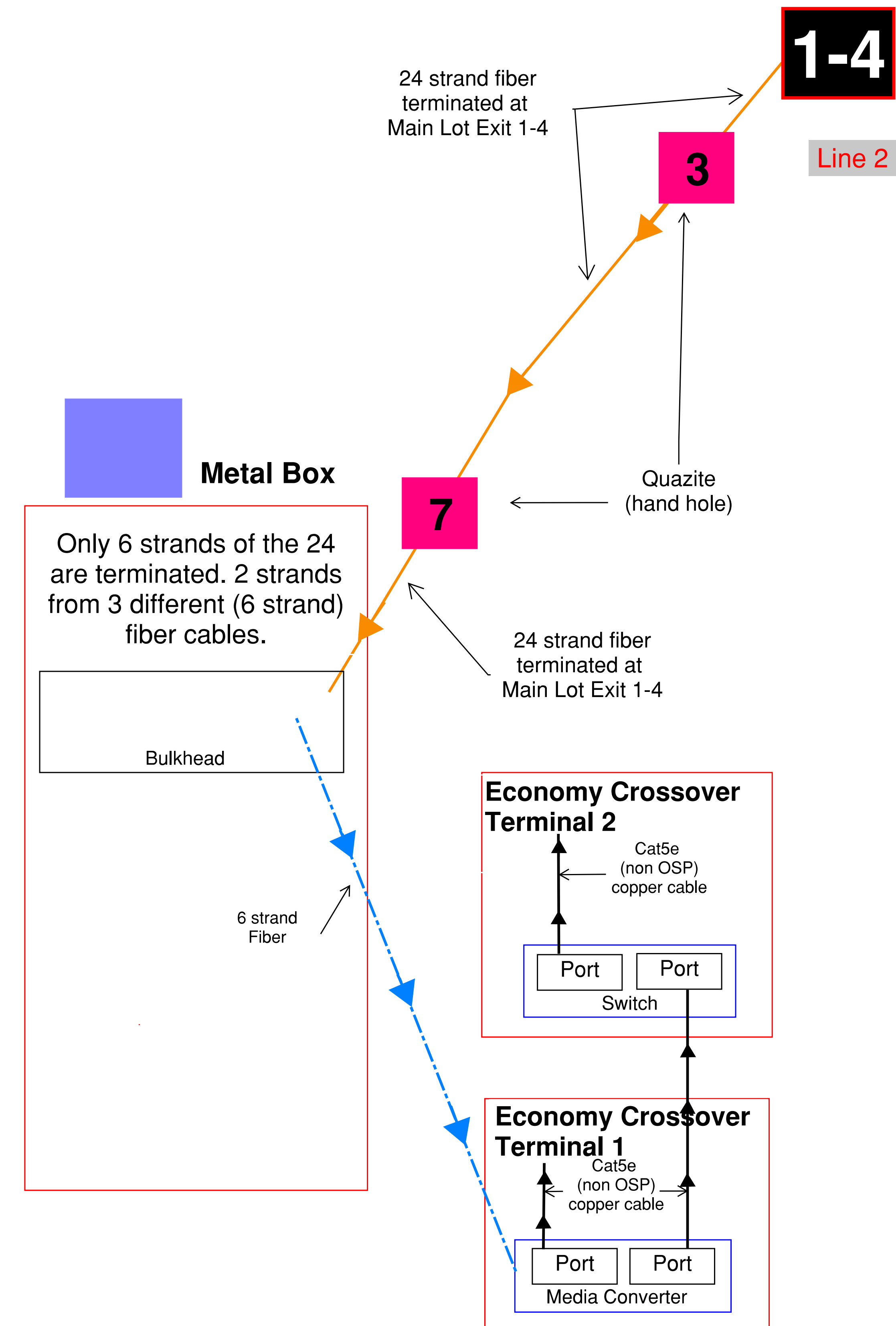


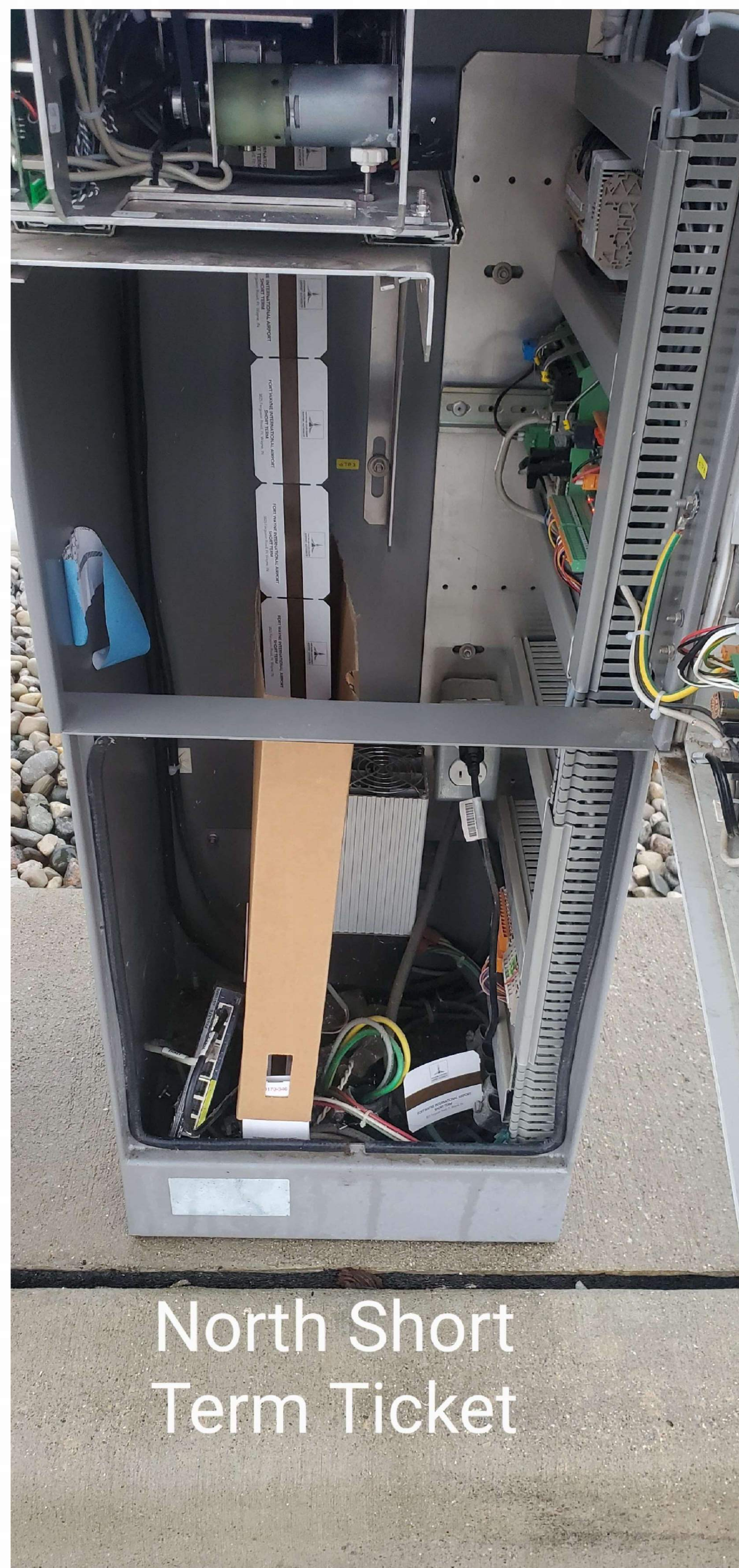
South
Economy
Cross Over



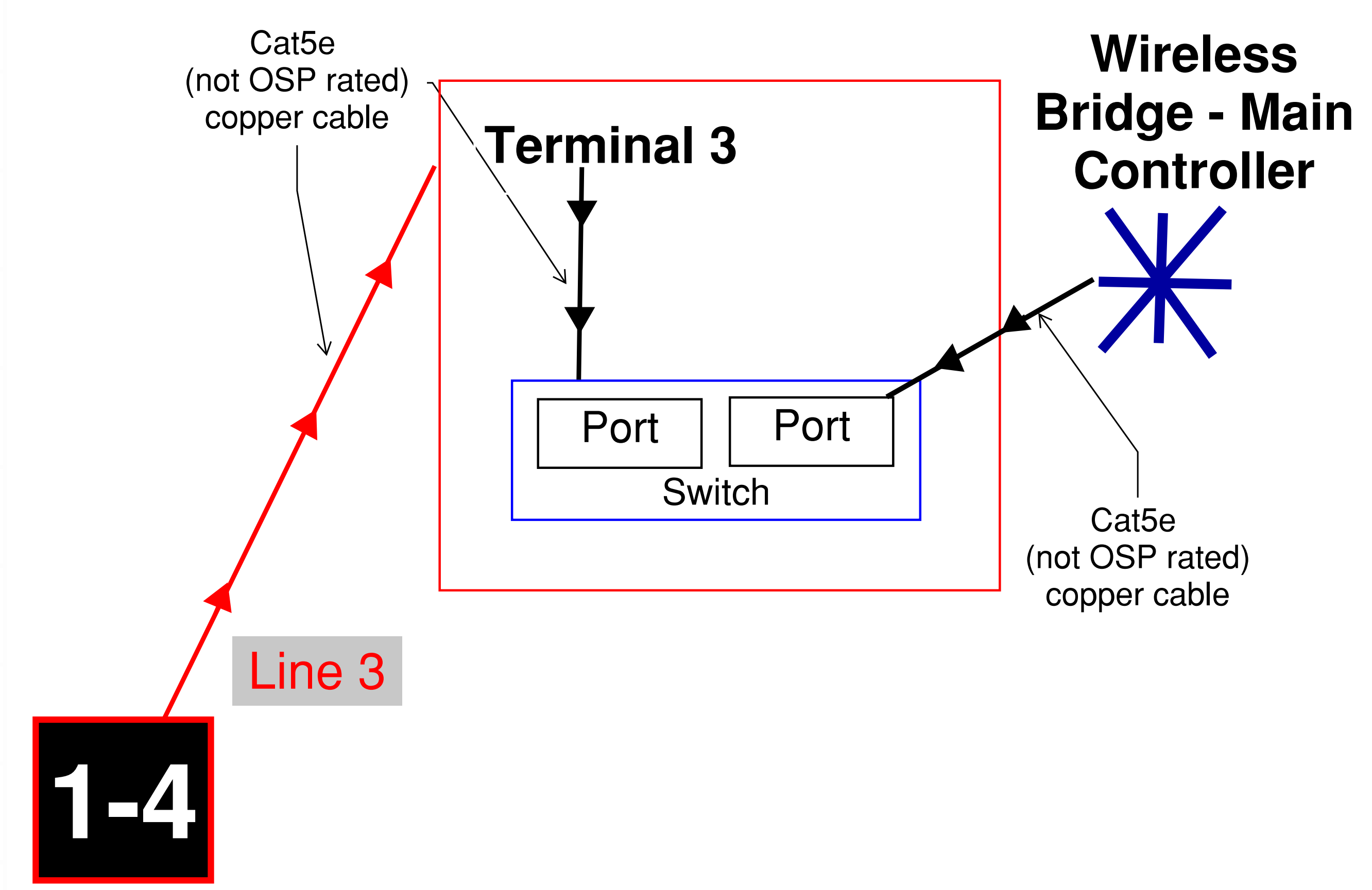
North
Economy
Cross Over

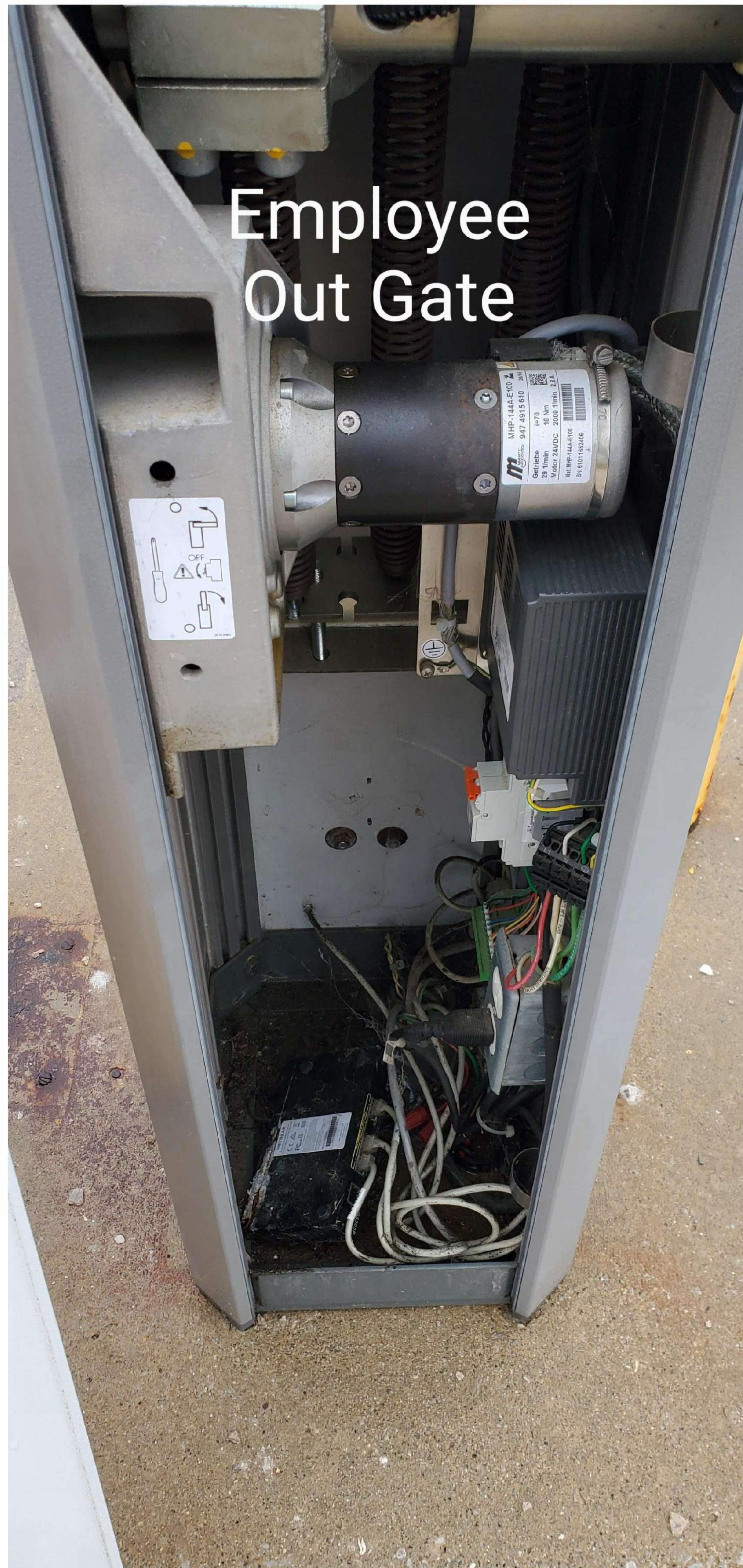
1-2 Economy Crossover Terminals 1 and 2



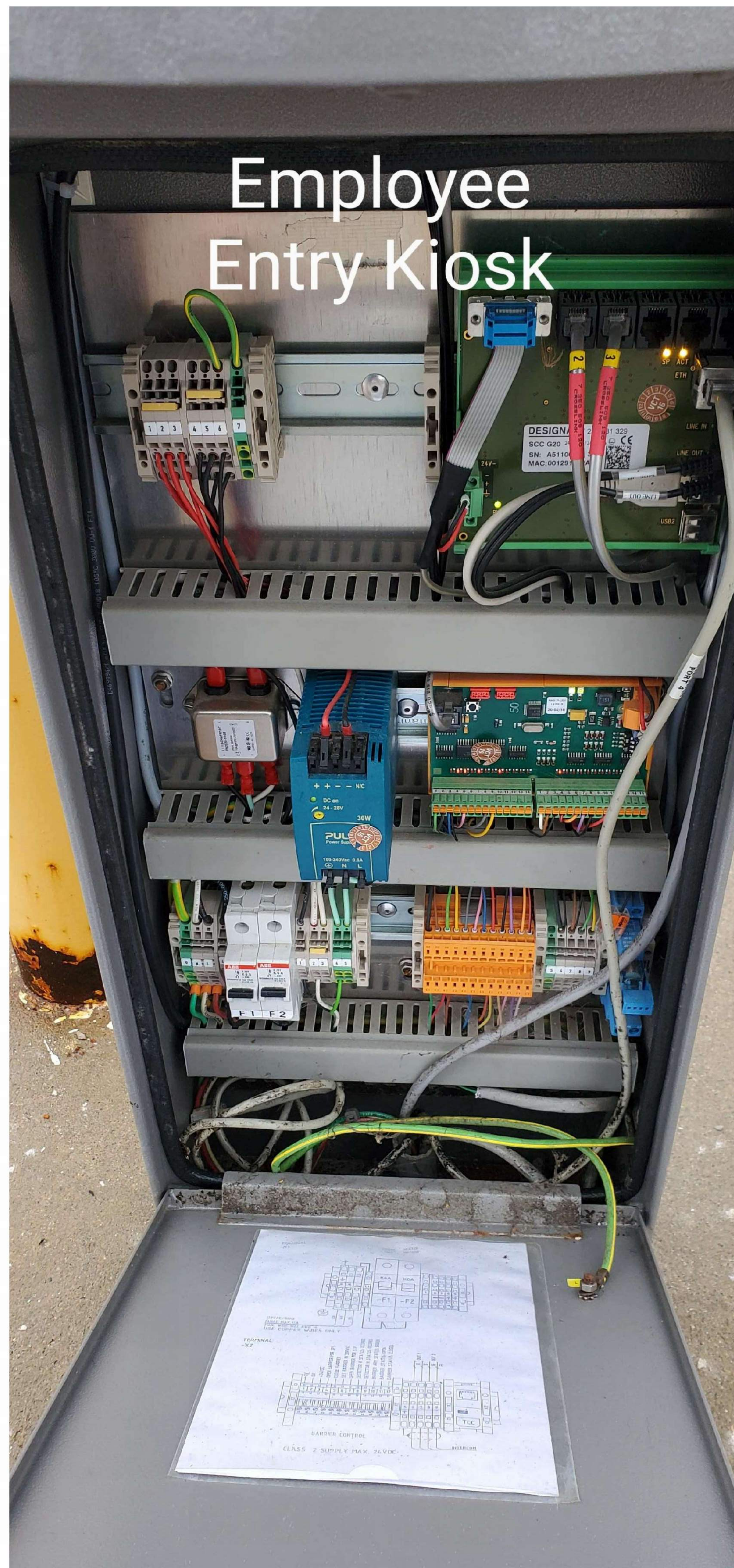


3 Short Term Terminals 3



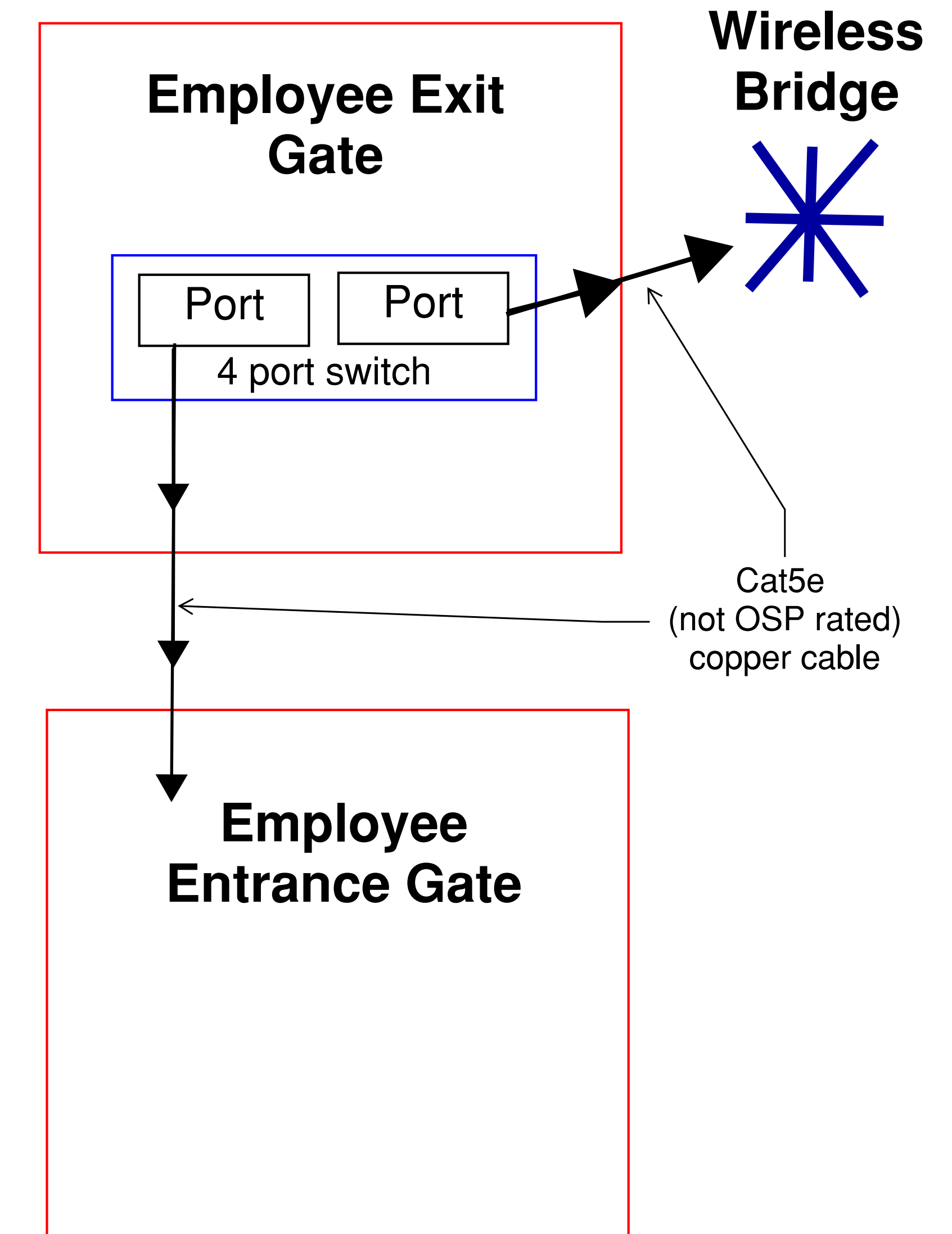


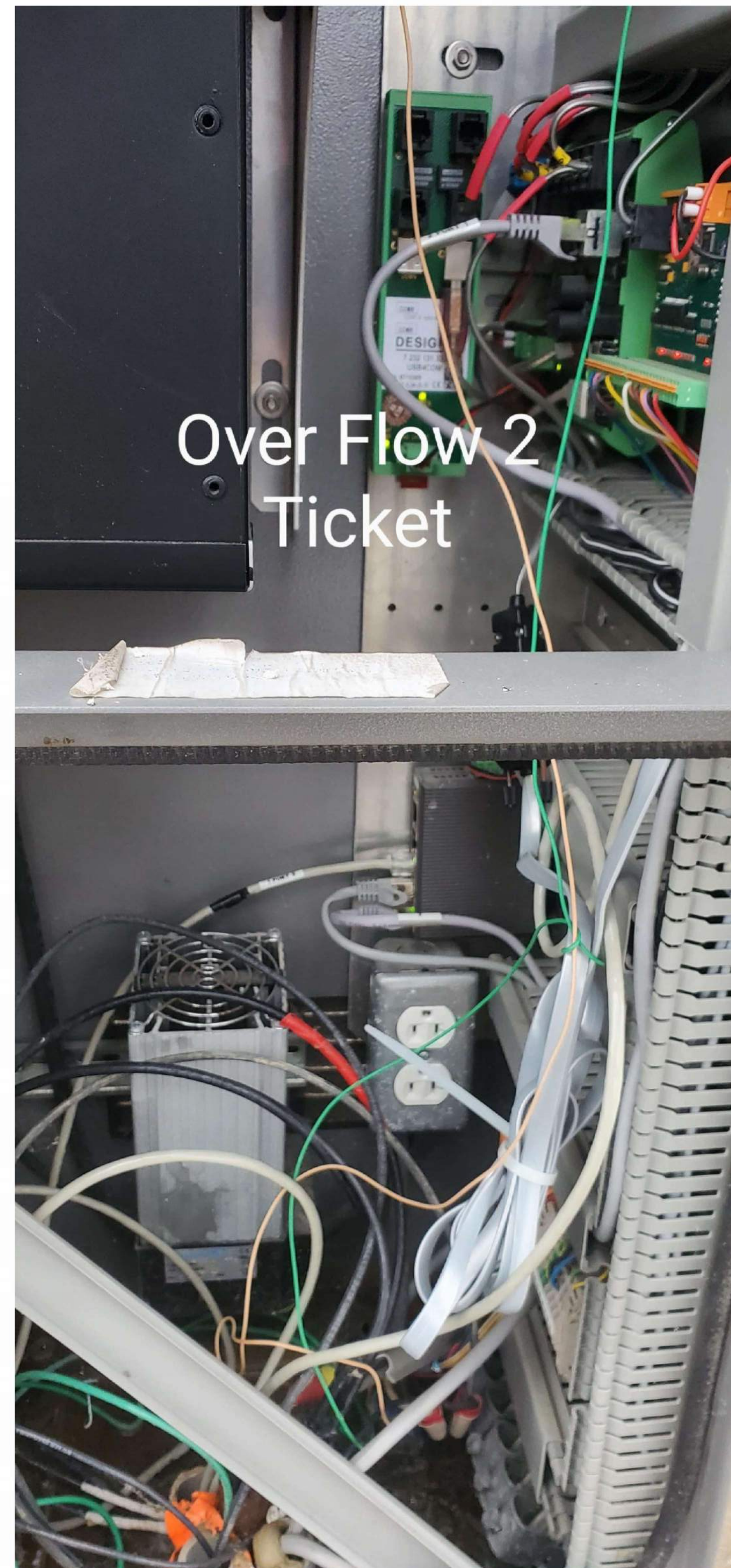
Employee
Out Gate



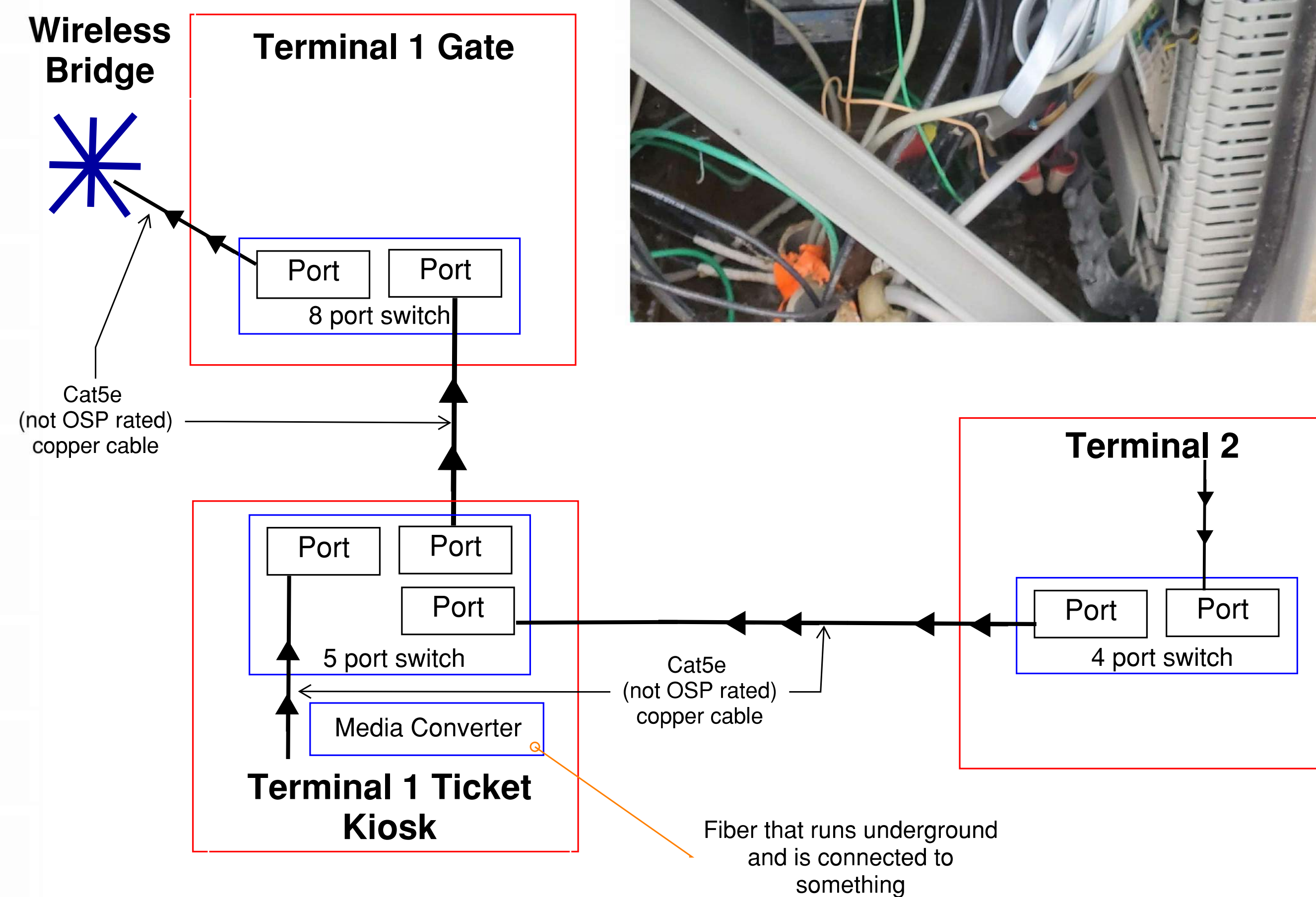
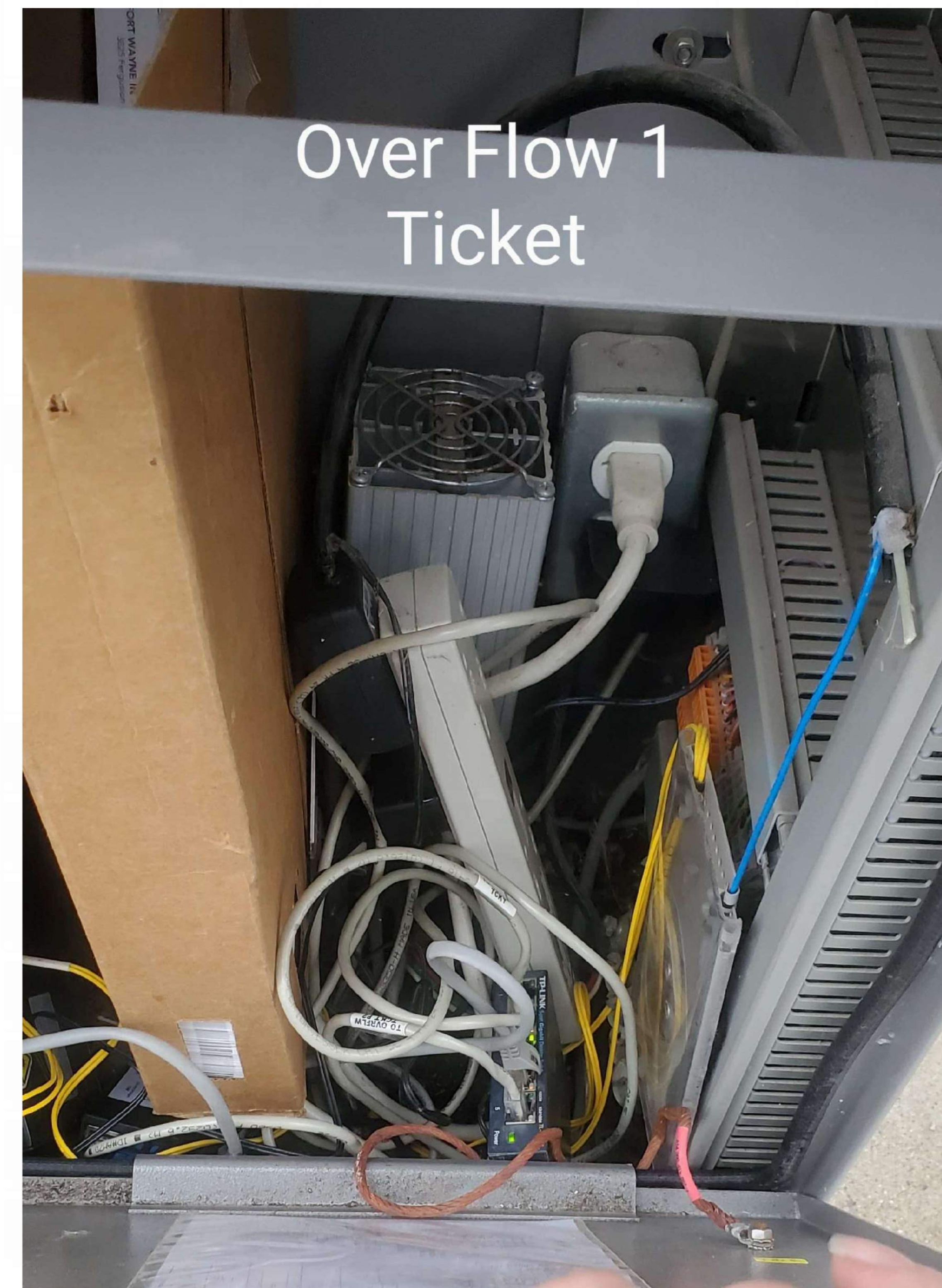
Employee
Entry Kiosk

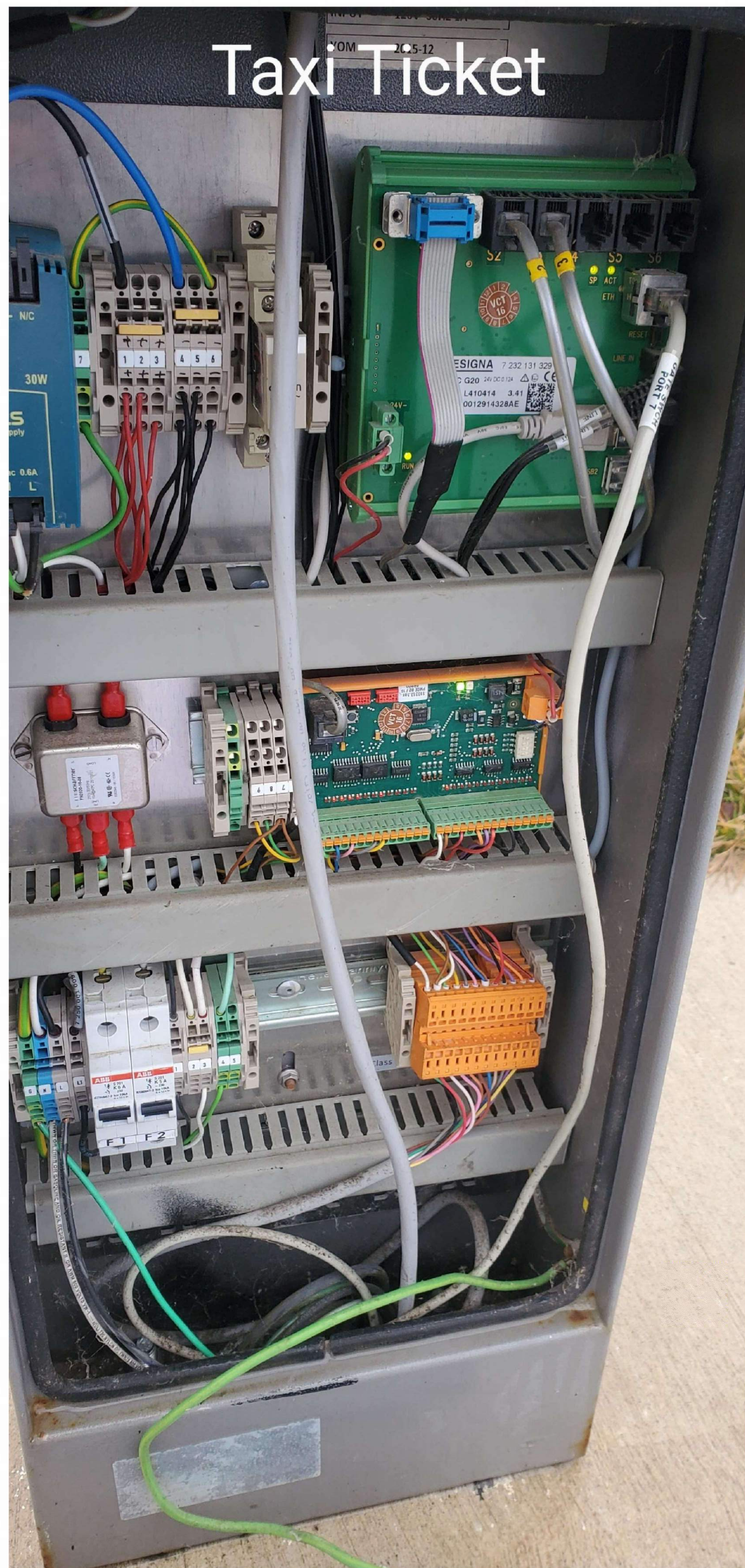
1-2 Employee Parking





1-2 **Overflow Lot
Terminals 1 & 2**

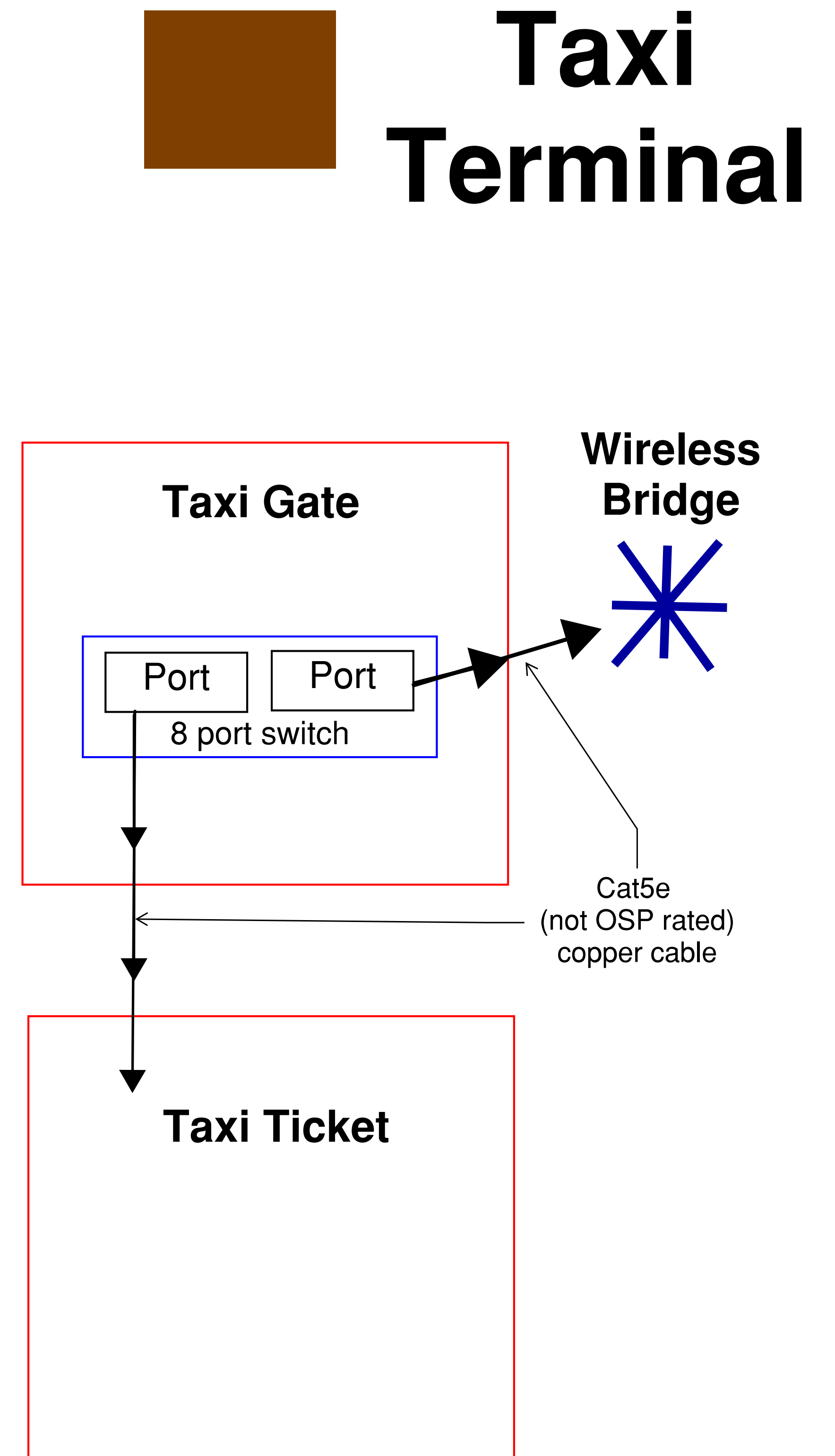




Taxi Ticket



Taxi Gate



Taxi Terminal

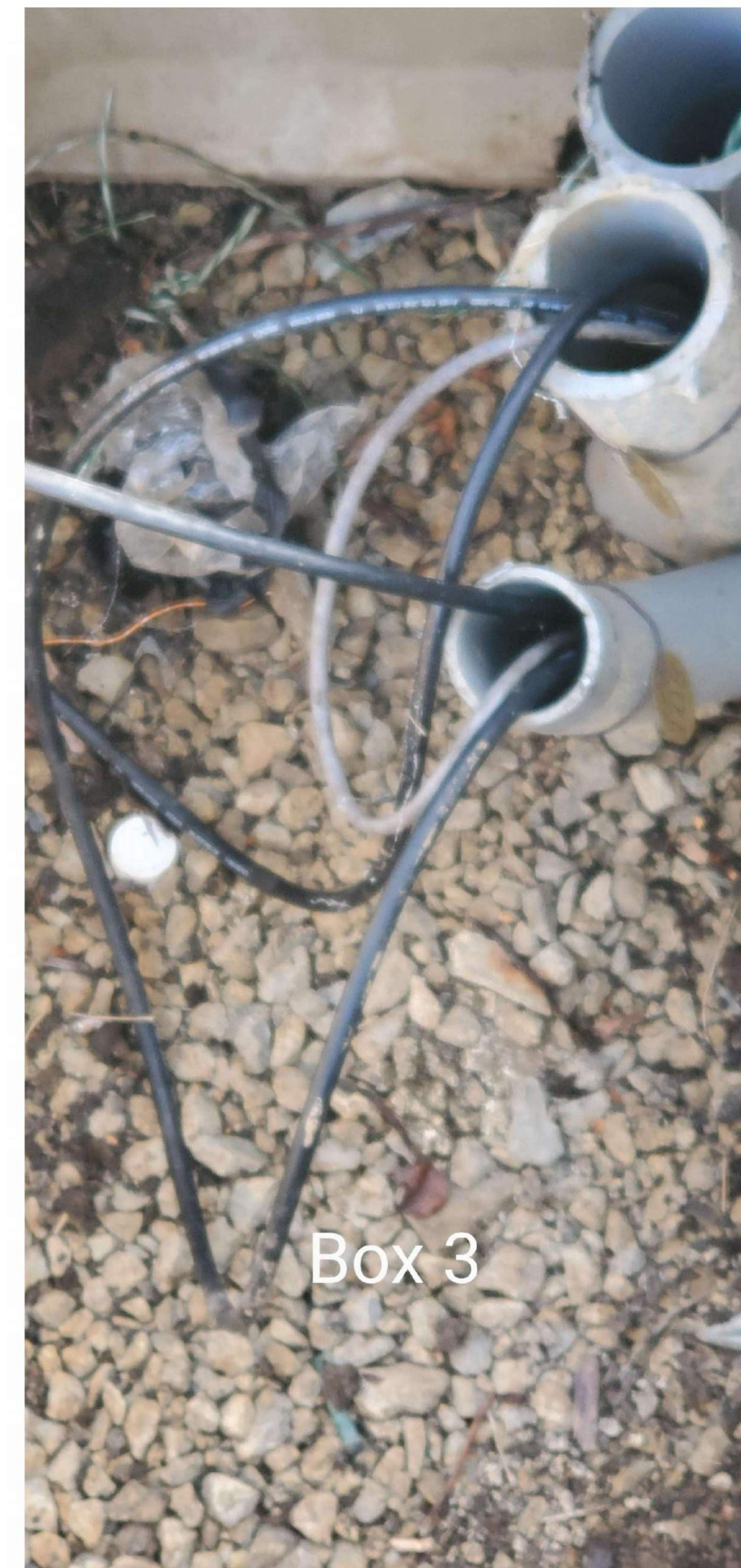


Premier Communications
902 Incentive Drive
Fort Wayne, IN 46825
www.premiercommfw.com

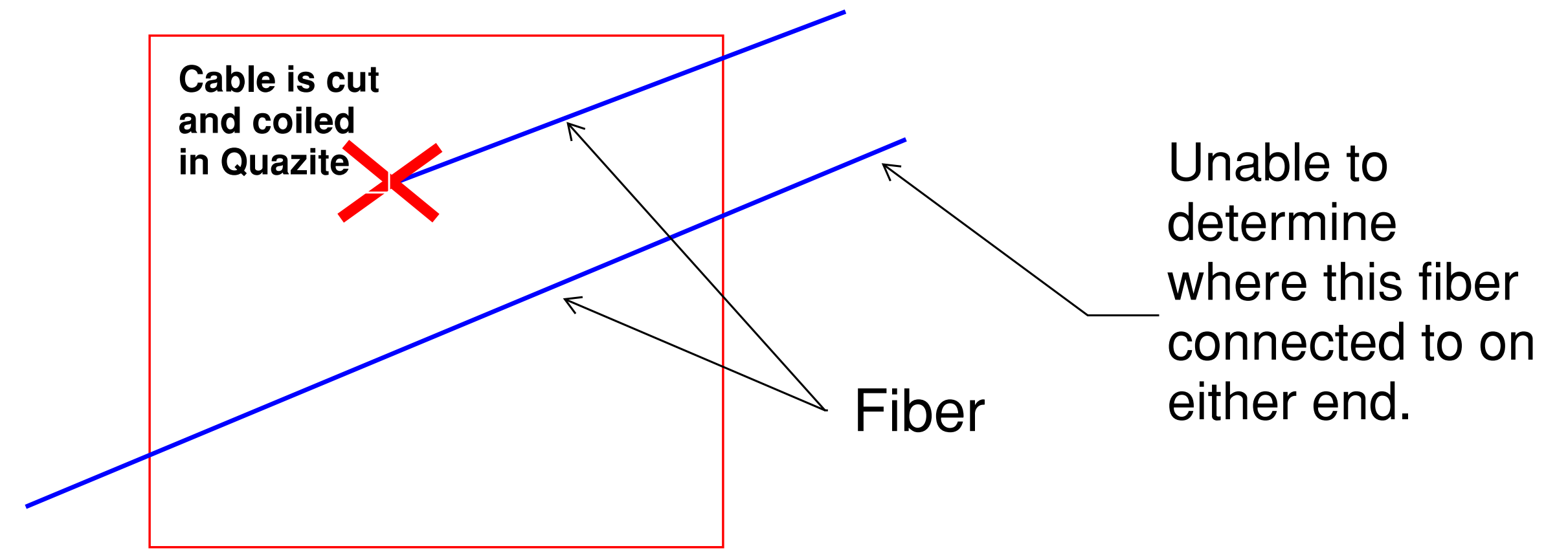


Michael O. Mansfield, RCDD
Office (260) 497-8338
mmansfield@premiercommfw.com

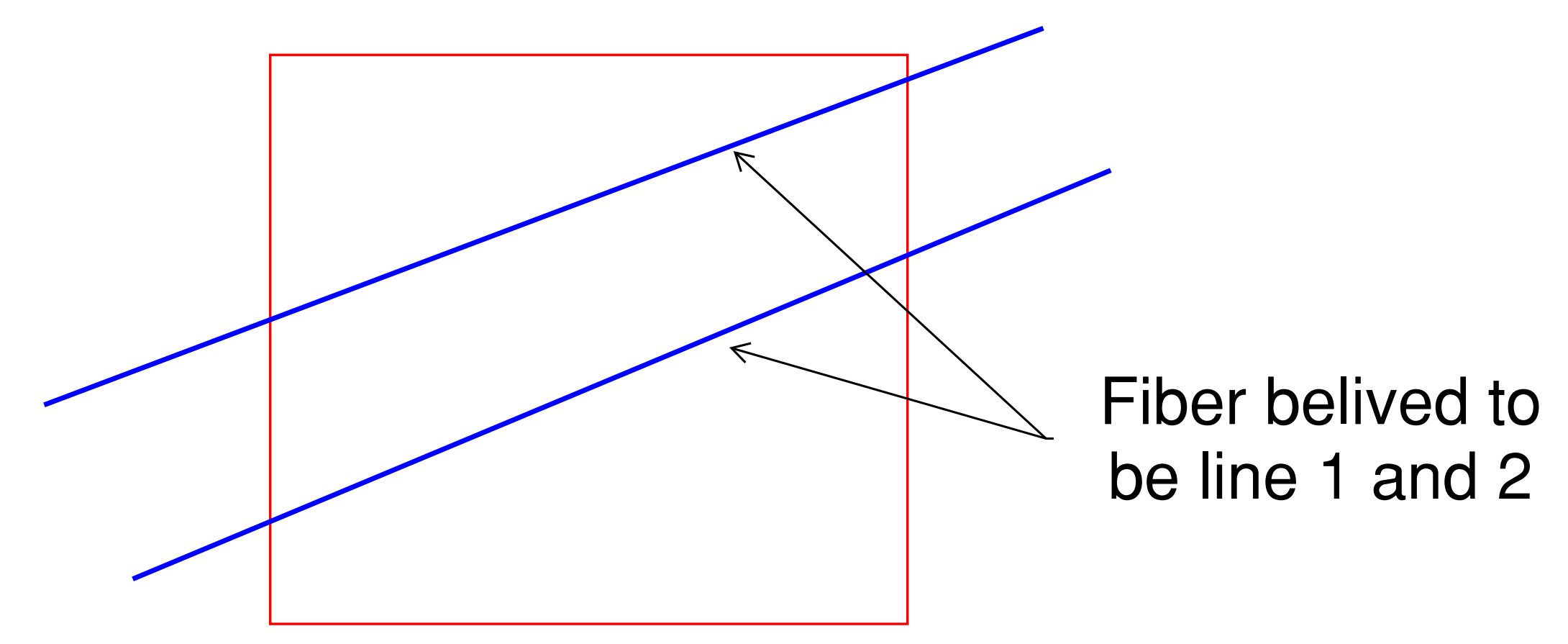
Fort Wayne Airport
Data Map



1 Quazite 1 (hand hole)



3 Quazite 3 (hand hole)



Premier Communications
 902 Incentive Drive
 Fort Wayne, IN 46825
 www.premiercommfw.com



Michael O. Mansfield, RCDD
 Office (260) 497-8338
 mmansfield@premiercommfw.com

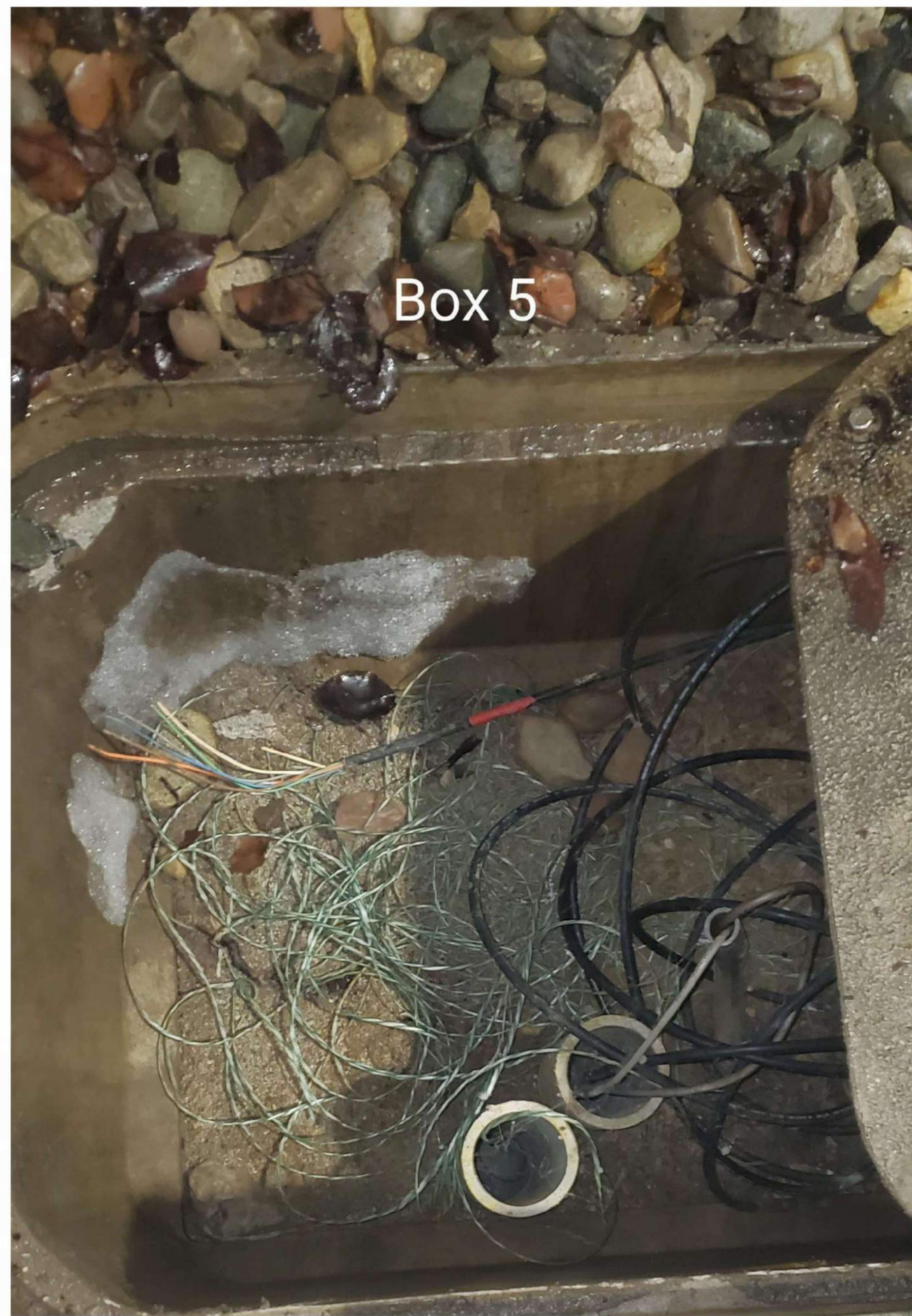
Fort Wayne Airport
 Data Map



Premier Communications
902 Incentive Drive
Fort Wayne, IN 46825
www.premiercommfw.com

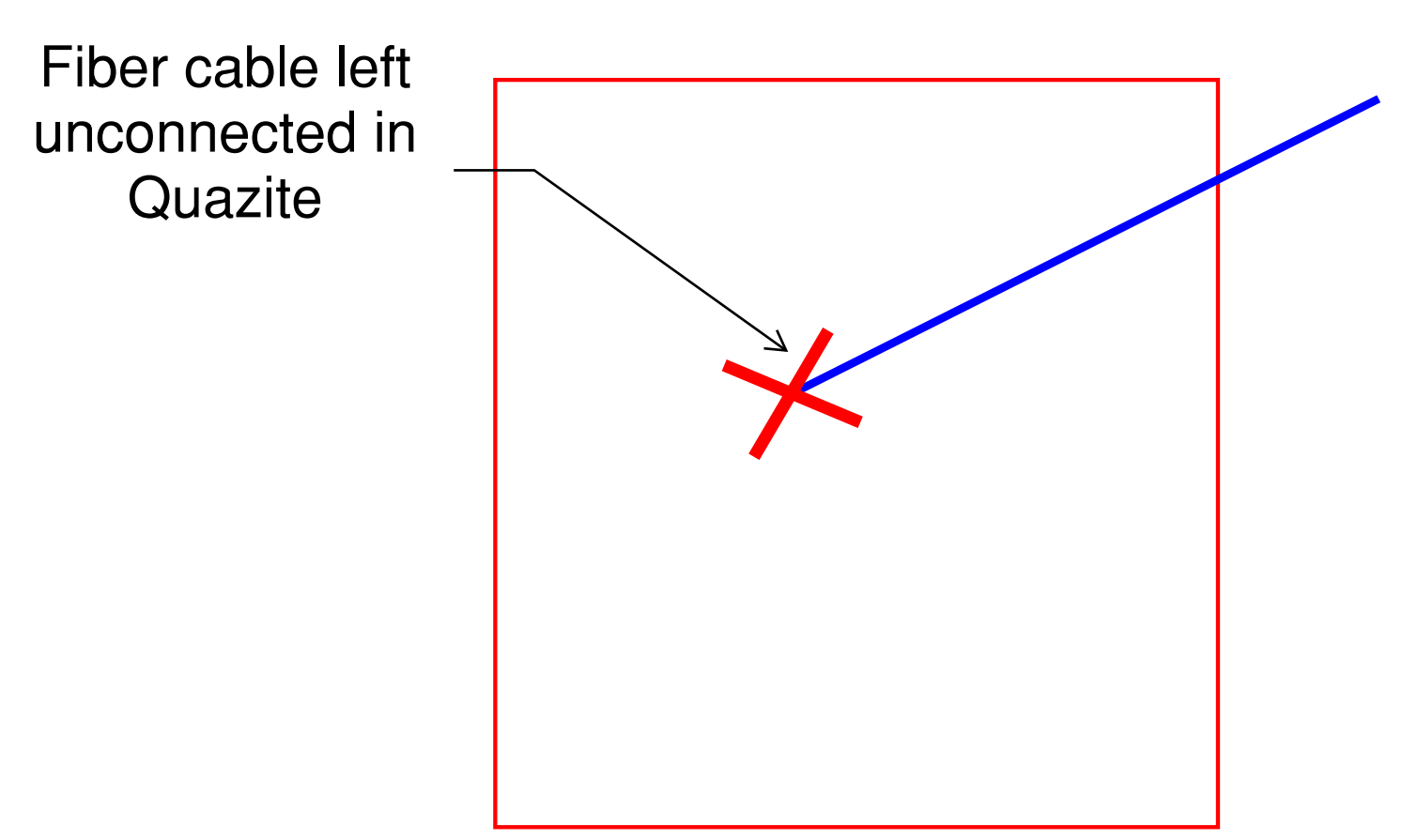


Michael O. Mansfield, RCDD
Office (260) 497-8338
mmansfield@premiercommfw.com

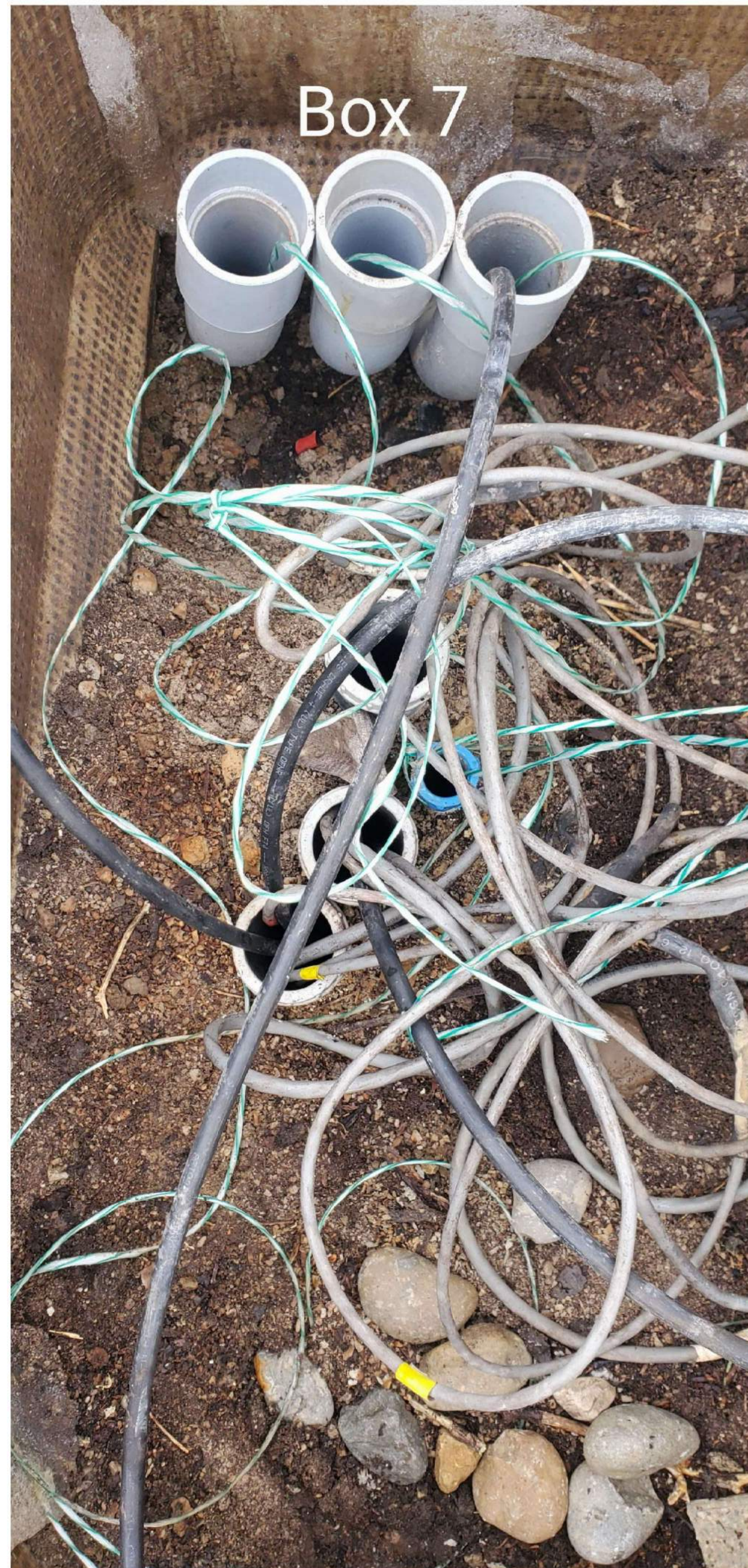


Box 5

5 Quazite 5 (hand hole)

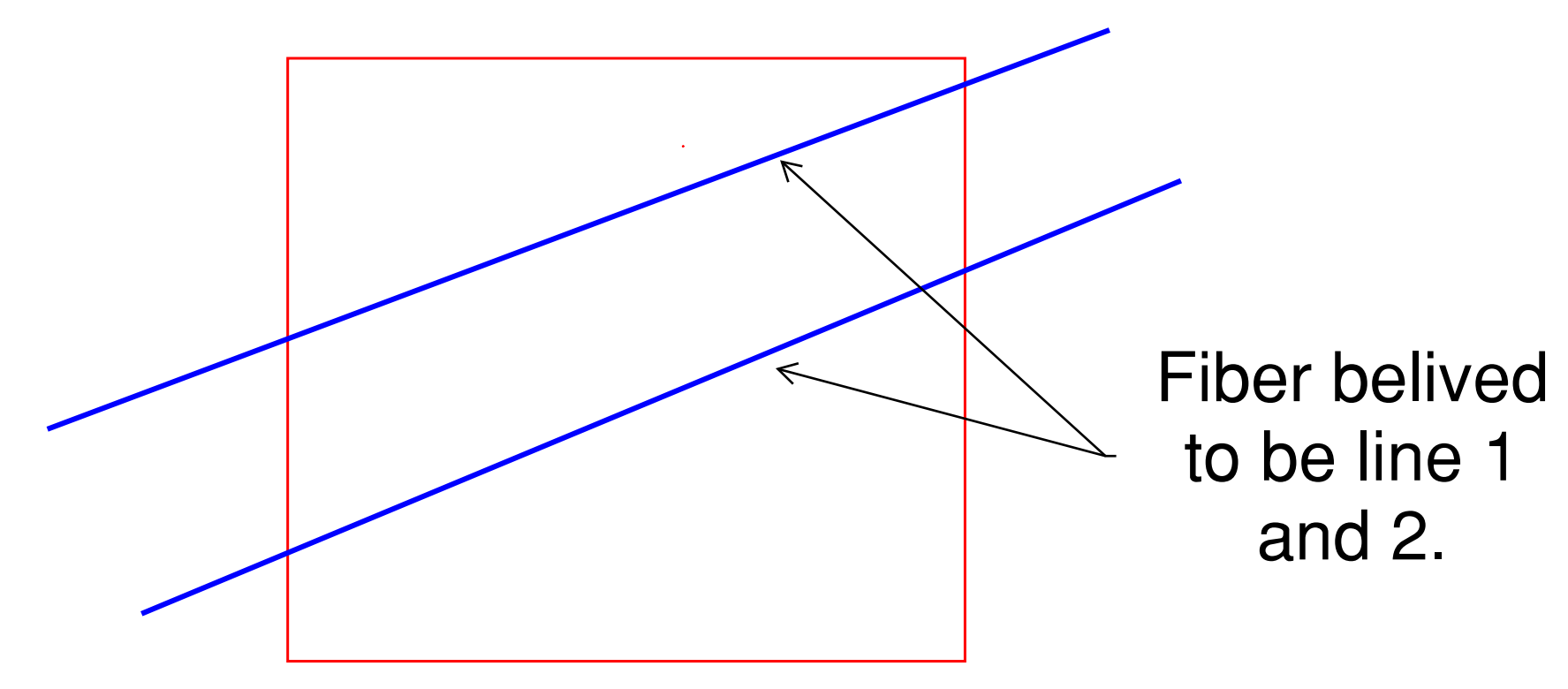


Fiber cable left unconnected in Quazite



Box 7

7 Quazite 7 (hand hole)



Fiber believed to be line 1 and 2.

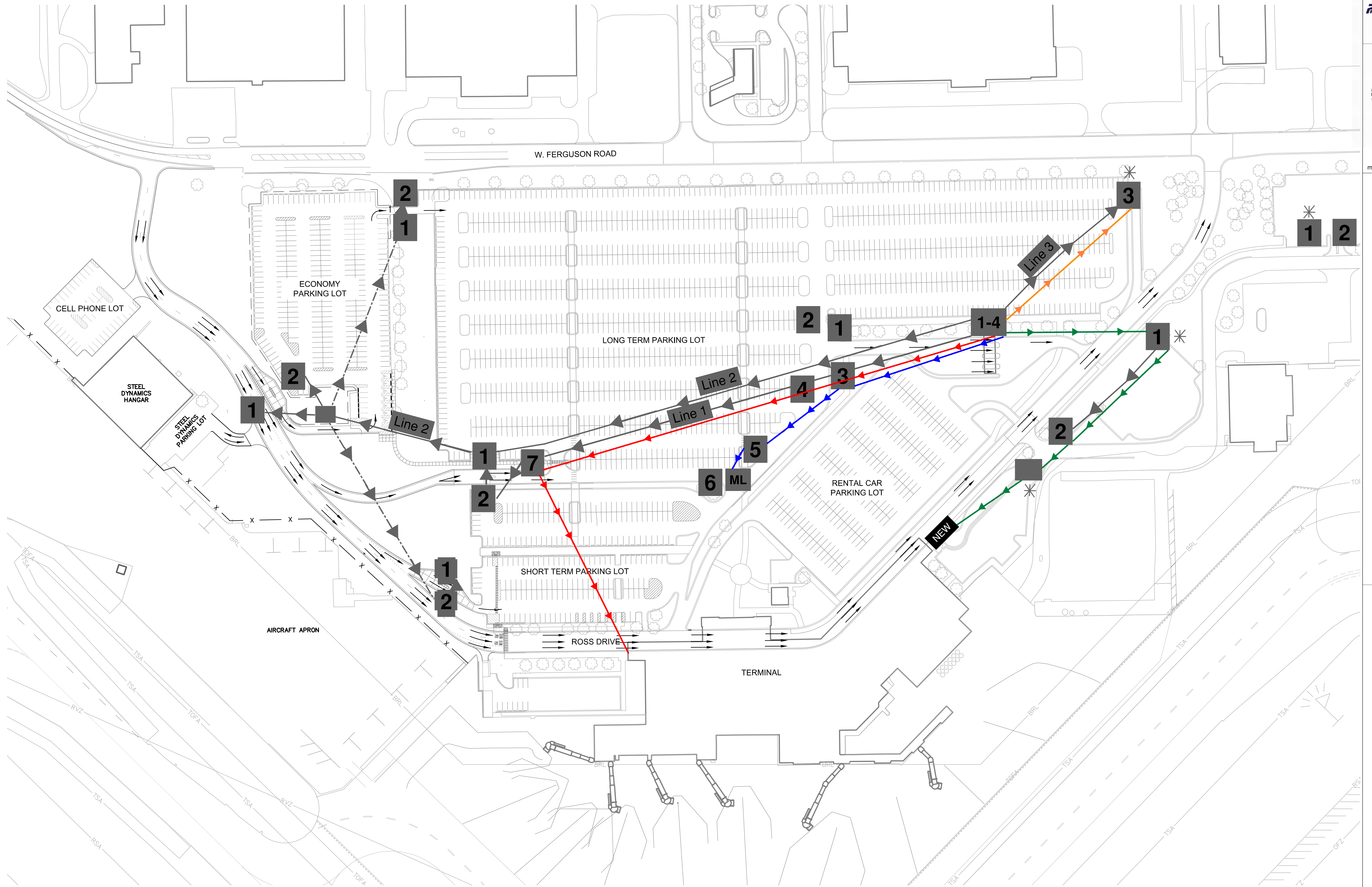
Fort Wayne Airport Data Map



Premier Communications
 Network Consulting Agreement
 902 Incentive Drive
 Fort Wayne, IN 46825
 www.premiercommfw.com

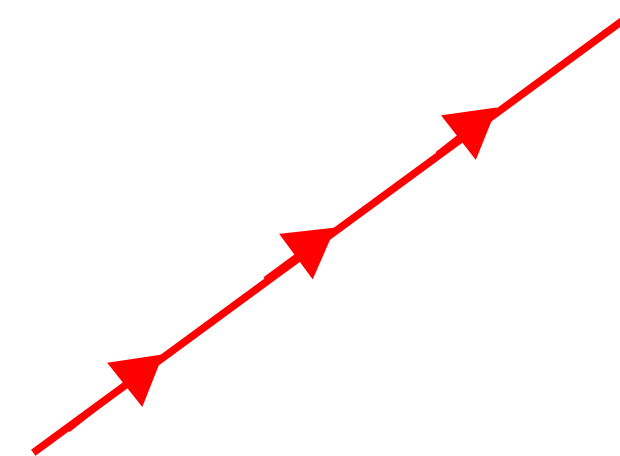


Michael O. Mansfield, RCDD
 Office (260) 497-8338
 mmansfield@premiercommfw.com



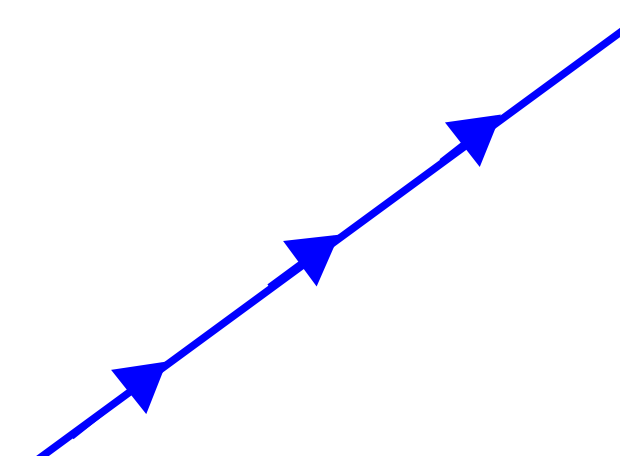
Fort Wayne Airport Data Map

New Line Cable Recommendations



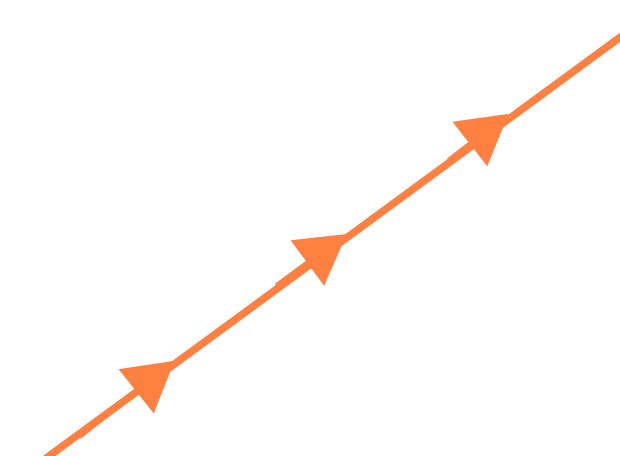
- Recommend installing Berk-Tek 24 strand single mode armored indoor/outdoor plenum loose tube fiber, and terminating with LC connectors as recommended below.
- For the new section bored from Quazite 7 to nearest point of building entry, recommend installing (1) 4" schedule 40 PVC with (1) Maxcell

LTPK12B024-AB0403 - Berk-Tek Plenum Cable
MXE86383 - Maxcell (3 cell)



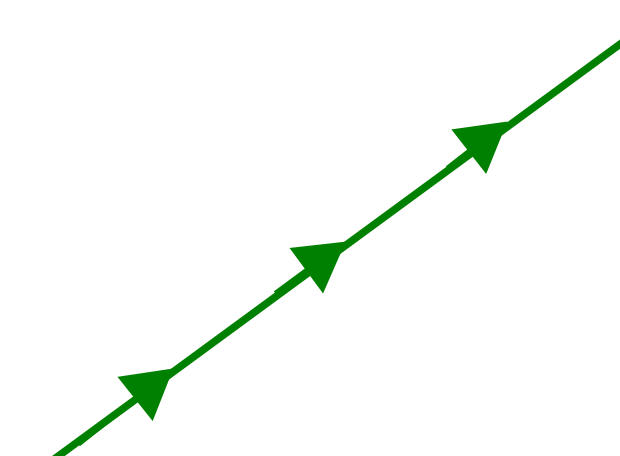
- Recommend installing Prysmian 6 strand OSP single mode loose tube single jacket fiber, and terminating with LC connectors as recommended below.
- Recommend using existing pathways to run cable.

AP0064M1F-DWB - Prysmian Cable



- Recommend replacing the current copper cable with Prysmian 6 strand single mode loose tube single jacket fiber and terminating with LC connectors as recommended below.
- If cable the is switched to fiber as recommended, then a media converter will need to be installed.
- Recommend using existing pathways to run cable.

AP0064M1F-DWB - Prysmian Cable



- Recommend installing Prysmian 6 strand single mode loose tube single jacket fiber, and terminating with LC connectors as recommended below.
- Recommend using existing pathways to run cable if it can be located.

AP0064M1F-DWB - Prysmian Cable

Installation Recommendations

1. Moving forward, any fiber added or repaired should be terminated at the terminal end into a Panduit LC Fiber adapter panel. Any unused opening should be blanked out with a Panduit FAPB. All panels that are not on the main rack should be mounted into a wall mount fiber enclosure.

Fiber Enclosure Part # FWME2
Fiber Adapter Singlemode Panel Part #s
6 port - duplex FAP6WBUDLCZ
8 port - duplex FAP8WBUDLCZ
12 port - duplex FAP12WBUDLCZ

2. Moving forward, any fiber added or repaired should be upgraded to Sumitomo brand LC splice on connectors.

Single-Mode Part #LYNX2-LCUPCSM900LT
Multimode Part #LYNX2-LCPCM510G900LT

3. Recommend replacing all media converters and accompanying SFP modules with Antaira brand parts that are rated to withstand temperature fluctuation.

Media Converter Part # IMC-C1000-SFP-T
With rated Power supply
SFP Module Part # SFP-S10-T
Multimode SFP Module Part # SFP-M-T

4. Recommend replacing all copper cable that runs underground as indicated on page 3, Map 3, to be replaced with Prysmian OSP copper cable.

Prysmian OSP copper Cable, GenSPEED 6 - 7136100

5. Recommend removing the switches from the following locations to simplify cabling.

- 1 Short Term Terminal 1
- 2 Economy Crossover Terminal 2
- 3 Long Term Terminal 3
- Taxi Exit Gate
- 1 Employee Parking Exit Gate
- 1 Overflow Terminal 1 Gate Switch
- 2 Overflow Terminal 2

4A. If switches are not removed, recommend replacing with an outdoor extreme temperature rated switch.

Antaira Brand Part #: LNX-500AG-T
With rated power supply

Exhibit C

GENERAL CONDITIONS

1. All subcontractors employed by the contractor must be covered under the Contractor's insurance policies.
2. All work must be completed by September 30, 2024. Notice to proceed is anticipated to be issued upon contract execution.
3. Precaution shall be exercised at all times for the protection of the general public, employees of the project Contractor, and property during this Contract.
4. No charge for any extra work or material will be allowed unless the same has been ordered in writing by the Airport Authority and the price is stated in such order.
5. The Airport Authority may authorize changes, additions to, or deductions from the work to be performed pursuant to the Contract. Adjustments, if any, in the amounts to be paid to the Contractor due to such change, addition or deduction shall be determined by an acceptable lump sum or unit price proposal from the Contractor.
6. This project will be paid for under the price as itemized in the contract which price shall be payment in full for furnishing all labor, materials, and equipment to complete the work.
7. It shall be agreed between the Airport Authority and the Contractor that the Authority or its representative(s), in all cases, shall decide all questions of an engineering nature that may arise relative to the execution of the work under this Contract.
8. Site visits can be arranged by contacting Laura Hakes at (260) 446-3430.
9. The Contractor shall examine all Specifications furnished by the Airport Authority and shall notify the Airport Authority of any errors, omissions, or discrepancies he may discover during his examination. The Contractor shall not take advantage of any errors, omissions, or discrepancies or proceed with work until the errors, omissions, or discrepancies are resolved in writing. Any work done without authorization will be at the Contractor's risk and responsibility.
10. The Contractor will be required to furnish proof of the types of insurance Coverage as outlined in the contract.
11. If required, the contractor will be required to obtain any and all permits and/or licenses required for the completion of this project. Copies of such permits, licenses shall be

submitted to the Airport Authority.

12. The contractor will be responsible for coordinating his work schedule to accommodate the needs of the airport passengers. The project shall be completed so that operation of the passengers is maintained at all times.
13. All equipment and labor shall be warranted for a minimum of 2 years from the date of final acceptance which shall not occur until the system has been installed and operated without serious issues for 30 days.

END OF GENERAL CONDITIONS

Price Matrix—Exhibit D
 Parking Access and Revenue Control System (PARCS)
 Fort Wayne International Airport
 Fort Wayne-Allen County Airport Authority

Description	Total Price
Required cost for equipment and installation of a PARCS system in accordance with the proposal requirements. This price is all inclusive in accordance with the proposal requirements.	
Requires monthly/annual software or other costs required for ongoing operations. Costs shall be fixed for a 5-year period.	
Optional Cost for LPR in lieu of AVI.	
Optional Cost for Service Agreement as outlined in Section II,B,2, Pricing. If there are additional costs associated with the service agreement should the LPR option is selected, list those additional costs separately. List additional annual costs to monitor the LPR system, if applicable.	
Optional Cost for Spare Parts Kits. Separately list all of the items included in your kit as required in Exhibit A.	
Optional Cost for Customer Loyalty Program	
<ul style="list-style-type: none"> • Include in your proposal an itemized listing detailing the equipment and services included in the costs above. 	

The pricing listed above shall include all equipment, delivery, installation, and services as outlined in the

proposal. Additional optional items that the proposer wishes to present for consideration which are not included as a minimum system requirement may be submitted on a separate sheet of paper if they are not listed on the Price Sheet, Exhibit D.

Signature Authorized Company Representative

Company Name

Address

E-Mail

Phone

NON-COLLUSION AFFIDAVIT

STATE OF _____)

) SS:

COUNTY OF _____)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

Signature of Bidder or Agent

Firm

Subscribed and sworn to before me on this _____ day of _____, _____.

My commission expires: _____

Notary Public

County of Residence: _____

Exhibit B

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring the Fort Wayne-Allen County Airport Authority to require the following before renewing or entering into contracts for services:

This Declaration serves as notice that all Contractors performing services must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

By signing below, this affidavit becomes a part of and is incorporated into any contract for services that your firm currently has with the Fort Wayne-Allen County Airport Authority.

I, _____, a duly authorized agent of _____(name of Company), declare under penalties of perjury that _____(name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

**AGREEMENT FOR THE PURCHASE AND
INSTALLATION OF A TURNKEY PARCS AT
FORT WAYNE INTERNATIONAL AIRPORT
FORT WAYNE, IN**

THIS AGREEMENT made by and between the FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY (the "Owner") and _____(the "Contractor");

WHEREAS, the Owner desires to secure the equipment, software, and services required for the project described in Exhibit A, attached hereto and made a part hereof; and,

WHEREAS, the Owner, based on a review of proposals submitted by interested firms, has selected the Contractor to provide the equipment, software and services; and,

WHEREAS, the Contractor desires to provide the necessary equipment, software and services in connection with the Project,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Owner and the Contractor agree as follows:

ARTICLE I. PROJECT.

(a) The Owner agrees to employ, and does hereby employ and engage the Contractor pursuant to the terms and conditions in this Agreement, to provide the goods and services specifically set out in Exhibit A, which is attached hereto and made a part hereof (the "Work"). This contract also incorporates by reference the Request for Proposal for the Installation of a Turnkey PARCS at the Fort Wayne International Airport (to include addendums # _____) and the Contractor's response thereto dated _____. It is understood that all equipment and software provided the Owner as a part of this project remains the property of the Owner upon completion. Software is owned by _____ and will be licensed to Owner

under the Standard Software Program License Agreement attached.

ARTICLE II. OWNER'S RESPONSIBILITIES.

The Owner further agrees as follows:

- (a) To give the Contractor such information as is pertinent to the Project;
- (b) To provide access to the real estate and/or facilities of the Owner as required by the Contractor to perform the work, subject to reasonable notice and airport rules and regulations;
- (c) To review all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Contractor to the Owner, and to timely respond, in writing, to the documentation submitted for review so as not to delay the Work;
- (d) Designate, in writing, that person who will act as Owner's representative with respect to the Work;
- (e) To give prompt, written notice to the Contractor whenever the Owner observes or otherwise becomes aware of any deviations from the Work;
- (f) To obtain any necessary approvals or consents from those individuals, entities, authorities, or agencies having jurisdiction over or being necessary for completion of the Work;

ARTICLE III. CONTRACTOR'S RESPONSIBILITIES.

Pursuant to the scope of Work identified in Exhibit A and the Request for Proposal for the Installation of a Turnkey PARCS at the Fort Wayne International Airport (to include addendums #_____), the Contractor shall:

- (a) Prepare such as built drawings as is necessary to satisfactorily complete the Project;
- (b) Attend such meetings, conferences, or other meetings with or on behalf of the

Owner and other individuals, entities, authorities, or agencies as may be required, for completion of the Work.

(c) Complete all Work in a good and workmanlike fashion in accordance with Exhibit A.

(d) Comply with all laws, orders, and regulations of any governmental authority relating to its work on the Project for the Owner, including, but not limited to, the rules and regulations adopted by the Owner and all rules and regulations of the Federal Aviation Administration (and specifically, without limitation, TSA Regulations Parts 1542 and FAA 139). Any violation by the Contractor, its employees, suppliers, guests, business invitees, or agents of any rule or regulation which results in the assessment of a fine against the Owner by any authority or agency shall be paid by the Contractor to the Owner in an amount equal to the penalty assessed;

(e) Provide all vehicles and equipment as may be required by the Contractor for the Work.

ARTICLE IV. DEFAULT.

(a) In addition to all remedies available to the Contractor at law or in equity, this Agreement shall be subject to termination by Contractor upon ten (10) days' written notice if Owner should fail substantially to perform in accordance with its terms through no fault of the Contractor.

(b) In addition to all remedies available to Owner at law or in equity, this Agreement shall be subject to termination by Owner upon ten (10) days' written notice if Contractor should fail substantially to perform in accordance with its terms through no fault of the Owner.

ARTICLE V. CONTRACTOR 'S COMPENSATION.

(a) The Owner, for and in consideration of the Work, agrees to compensate the Contractor, in accordance with the provisions set out in Exhibit B, attached hereto and made a part

hereof. Pursuant to the provisions of Exhibit B, the Contractor shall submit, no more frequently than monthly, an itemized invoice for equipment, software, and services rendered upon such form or forms as shall be required by the Owner. To the extent that the itemized claim submitted to Owner represents charges incurred by the Contractor from subcontracting firms, or otherwise, the Contractor shall certify in a manner satisfactory to the Owner that such claims have been paid by the Contractor in a timely manner. The Owner shall have the option to select maintenance services to become effective upon expiration of the two-year warranty for a period of six years at the rates as shown in Exhibit C.

(b) Payment terms are Net 30.

ARTICLE VI. INSURANCE.

The Contractor shall indemnify and save harmless the Owner, and their officers and employees from all or suits, actions claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the Contractor, its subcontractors, or materialmen; or on account of or in consequence of any neglect in safeguarding the Work; or through the use of unacceptable materials of said Contractor, its subcontractors or materialmen; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered from the "Workmen's Compensation Act" or any other law, ordinance, order or decree. Contractor shall acquire, and produce to Owner's satisfactory evidence that he has acquired, public liability and property damage insurance, in accordance with the following:

1. Workmen's Compensation Insurance. The Contractor shall file with the Owner, prior to the execution of the Contract, a certification that he carries Workmen's Compensation Insurance which will cover all of his activities and undertakings under the contract.

2. Bodily Injury and Property Damage. The Contractor, prior to execution of the Contract, shall file with the Owner, certificates of insurance, satisfactory to the Owner, that confirm Contractor has insurance against all claims for damages to public or private property, and injuries to persons arising out of the Work and during the progress of the Contract, and insurance to protect the Owner of premises on or near which construction operations are to be performed.

a. Bodily Injury and Property Damage Other than Automobile. Unless otherwise specifically

permitted by provisions in the Contract, the minimum limits of property damage and bodily injury liability insurance under each Contract covering risks other than those posed by the ownership, use or operation of automobiles shall be:

Bodily Injury and Property Damage Liability

Each Occurrence

Aggregate

\$1,000,000

\$1,000,000

Such insurance shall include, but not be limited to, coverage for: (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work or building moving or demolition.

b. Bodily Injury Liability and Property Damage Liability – Automobiles. Unless otherwise specifically permitted by provisions in the Contract, the minimum limits of bodily injury liability and property damage liability arising from the ownership, operation or use of automobiles by Contractor, its subcontractors or materialmen in connection with the Contract shall be:

Bodily Injury and Property Damage Liability

Each Occurrence

Aggregate

\$1,000,000

\$1,000,000

c. Designation as Additional Insured. Under each insurance policy required hereunder, bodily injury and property damage protection shall be expressly extended to the Owner and its agents and project engineer or consulting firm and each of them shall be named as an additional insured under each Contractor's required insurance policies.

3. Notice. The Contractor shall not cancel or reduce the coverage of any insurance required by this section without providing thirty (30) days' prior written notice to Owner. All such insurance must include an endorsement whereby the insurer shall agree to notify the Owner immediately of any proposed or requested cancellation or reduction in coverage by the Contractor. The Contractor shall cease operations under the Contract on the occurrence of any such cancellation or reduction, and shall not resume operation until Owner has acknowledged in writing that replacement insurance acceptable to Owner is in force.

4. Reports. At the request of the Owner or its agent, the Contractor or his insurance carrier shall report claims received, inspections made and disposition of any claims within the scope of this section. Owner shall make any claim for damages against Contractor or its insures arising under this section of the Contract in writing delivered to the Contractor within a reasonable time of the first observance of such damage, except as expressly stipulated otherwise in case of faulty work or materials and such claims shall be adjusted under the terms of this Contract.

5. Money due the Contractor under and by virtue of this Contract as may be considered necessary by the Owner to satisfy Contractor's obligations hereunder may be retained for the use of the Owner or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as may be encompassed by Contractor's

obligations under this section shall have been settled and suitable evidence to that effect furnished to the Owner.

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, rights or claims as third party beneficiary of the Contract or to authorize anyone not a part to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY.

The Contractor shall comply with the provisions of Executive Order No. 11246, entitled "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR, Part 60). The Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment on the basis of race, color, religion, creed, national origin, sex, or age. Breach of this covenant may be regarded as a material breach of the Agreement.

ARTICLE VIII. TITLE VI OF THE CIVIL RIGHTS ASSURANCES.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520
GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such

direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE IX. SUCCESSORS AND ASSIGNS.

The Owner and the Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party in respect of all covenants of this Agreement. Neither the Owner nor the Contractor shall assign, or transfer his interest in this Agreement without the written consent of the other, which such request shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Contractor shall have complete authority and responsibility for all subcontractors that the Contractor, in its sole discretion, deems necessary to complete the Work without consent of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2024.

CONTRACTOR

FORT WAYNE-ALLEN COUNTY
AIRPORT AUTHORITY

By: _____

By: _____

Scott D. Hinderman, A.A.E.

Its: _____

Its: Executive Director of Airports