FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY
REQUEST FOR PROPOSALS
INSTALLATION OF A TURNKEY
DIGITAL PUBLIC ADDRESS SYSTEM AT
FORT WAYNE INTERNATIONAL AIRPORT

Notice is hereby given that the Fort Wayne-Allen County Airport Authority (the Authority) is soliciting proposals for a contractor to provide a new Digital Public Address System 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. Proposal requirements and evaluation criteria are more particularly described in specifications on file and available at the Authority’s website at www.fwairport.com. Airport 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-Allen County Airport Authority, 3801 W. Ferguson Road, Ste. 209, Fort Wayne, Indiana, 46809. Proposals must be received no later than 4 p.m. Eastern Standard Time on July 11, 2017. The outside of the proposal should be marked, “Digital Paging System.”

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 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-Allen County Airport Authority reserves the right to reject any and all proposals received.

FORT WAYNE-ALLEN COUNTY
AIRPORT AUTHORITY

Joe Marana, A.A.E.
Director of Operations & Facilities

NOTE TO PUBLISHER: Please publish two (2) times in the Journal Gazette, once on June 13, 2017 and once on June 20, 2017. An invoice and proof of publications may be sent to 3801 W. Ferguson Road, Fort Wayne, IN 46809.
I. Introduction
   A. General Information

The Fort Wayne-Allen County Airport Authority (FWACAA) is soliciting proposals for a “turnkey” Terminal-wide fully digital audio public address system. As a turnkey system, the proposer must include all necessary civil, electrical, mechanical, administrative services, hardware, software, and equipment necessary to deliver a fully functioning system. The system will be fully integrated to provide maximum flexibility for airport users and will have user stations throughout the Terminal building. The system must be capable of future expansion in size without system-wide redesign and provide redundancies should components fail. A site visit is required for all proposals to be accepted. Requirements of the digital audio public address system are further detailed in the Scope of Work.

This document outlines the scope of work (Section B below) as well as the process we expect everyone to follow in the selection of the digital paging system that best meets the needs of the Fort Wayne International airport and its users. The successful proposer must adhere to all local, state, and federal laws, as well as electrical and building codes.

To be considered, an original and three (3) copies of your proposal must be received by 4:00 p.m. on July 11, 2017, at the offices of the Fort Wayne-Allen County Airport Authority. The proposals should be sent to 3801 W. Ferguson Road, Suite 209, Fort Wayne, IN 46809. Proposals must be sealed and clearly marked “Digital Paging System.” Late proposals will not be accepted.

All questions concerning this RFP should be directed via e-mail to Ryan Bauer at rbauer@fwairport.com by June 28, 2017. A site visit for is mandatory to fully familiarize your firm with the scope of work for this project. Site visits can be scheduled through Ryan Bauer at 260-446-3451.

B. Scope of Work
   a) Minimum Performance Standards
      (1) The system must be fully digital
      (2) The system must operate on a single Ethernet network. If located on a shared network the system must be isolated via VLAN. The contractor will work with the IT Manager and the Airport’s designated Network Consultant to discuss the building of the VLAN. The contract will be responsible for all charges in implementing the new VLAN.
      (3) The system software must be integrated into a single application
(4) The system must require an authenticated user name and password for setup or adjustment of any system component/software (i.e. “admin privileges”)

(5) The system must distribute announcements/messages to each zone of the system.

(6) Zones must be programmable

(7) Simultaneous announcements/messages must be played based upon priority level and no announcement/message can be lost or discarded

(8) The system must process and distribute announcements/messages based upon priority levels. Priority levels must be sufficient in number as to not limit system operation

(9) The system must log/archive all events. This includes faults, component status, and announcements/messages

(10) The system must simultaneously handle announcement/message recording and playback

(11) The system must provide a minimum of 2 minutes of recording from microphone communication stations

(12) The system must broadcast clear audio without interference in both indoor and outdoor locations

(13) The system must support English and other commonly spoken languages in the United States of America

(14) The system must monitor and automatically adjust the volume of each zone based upon ambient noise levels in each zone in real-time

(15) The system must utilize frequency equalization for each zone

(16) The system must allow for audio input of 3rd party background music

(17) The system must allow for audio output to 3rd party TV Modulator

(18) The system must monitor, test, and self-diagnose in real-time

(19) The system must create, manage, and broadcast programmable courtesy announcements/messages

(20) The system must have text-to-speech message functionality

(21) The system must have “buildable” automated messages that provide specific information or instructions based upon variable data such as, flight boarding sequencing, flight status, and gate changes

(22) The system must display announcements/messages on currently installed 3rd party Flight Information Display Boards (FIDS) service provided by Terminal Systems International

(23) The system must support announcements/messages originated from currently installed Mitel IP telephone system

(24) The system must be designed in a redundant manner such that should a component fail the system may still function normally

b) Components

(1) Microphone Communication Stations – minimum quantity 25
    (a) All ticketing counters (5)
    (b) All boarding gate podiums (8)
        (i) Four (4) Microphone Communication Stations currently installed may be reused if compatible and warrantied as new
(c) All boarding gate doors (8)
   (i) Four (4) Microphone Communication Stations currently installed may be reused if compatible and warrantied as new
(d) All baggage belts (2)
(e) TSA Checkpoint (1)
(f) Equipment Rack Enclosure Room (1)

These locations are depicted on Exhibit B.

(2) Speakers and Wiring
   (a) Replace nineteen (19) exterior canopy speakers
   (b) Replace four (10) interior speakers
   (c) Replace ceiling hung speakers throughout Terminal as needed to meet Minimum Performance Standards
      (i) Currently installed speakers may be reused if compatible and warrantied as new
   (d) Replace wiring throughout Terminal as needed to meet Minimum Performance Standards
      (i) Currently installed wiring may be reused if compatible and warrantied as new

These locations are depicted on Exhibit B.

(3) Ambient Noise Level Sensors
   (a) Quantity as required by design for each zone to meet requirements in Minimum Performance Standards

(4) Spare Parts
   (a) One (1) Microphone Communication Station of each type
   (b) Two (2) Microphones of each type of Microphone Communication Station (if different)
   (c) Four (4) Microphone Cables of each type of Microphone Communication Station (if different)
   (d) One (1) amplifier (same as installed)
   (e) One (1) power supply (same as installed)
   (f) One (1) announcement controller (same as installed)

(5) All other component required by proposed system design to meet Minimum Performance Standards

(6) System shall be expandable to handle 50% additional stations beyond those required in the initial installation.

c) Quality Assurance
   (1) Design and installation must be in accordance with all local, State, and Federal laws, as well as, industry best practices, including but not limited to:
(a) NFPA 70 – the National Electric Code  
(b) TIA/EIA 607 – Telecommunications System Grounding and Bonding  
(c) TIA/EIA 568 – Telecommunications Cabling Standards  
(d) TIA/EIA 569 – Telecommunications Pathways and Spaces

d) Quality Control and Acceptance  
   (1) Pre-test – After installation is complete the system shall be adjusted and balanced. All system functions shall be tested and any deficiencies corrected. Any malfunctioning or damaged components shall be replaced and retested until satisfactory performance is achieved.  
   (2) Owner Acceptance Test – Scheduled after Pre-Test has been completed. All system functions shall be demonstrated with satisfactory performance.  
      (a) System must perform seven (7) days without any malfunctions or deficiencies to pass Owner Acceptance Test and begin warranty period

e) Training  
   (1) A minimum of eight (8) hours of user training must be conducted.  
      (a) Training to be scheduled by installing contractor at Owner’s convenience after a satisfactory “Pre-test” of the system

f) Work Coordination  
   (1) Installation of equipment shall be done as to minimize impact to normal business operations.  
   (2) A Pre-Installation Meeting is required in advance of all work detailing the installation schedule

g) Project Documentation  
   (1) Provide two (2) copies of the as-built system design in electronic and hard copy formats  
   (2) Provide two (2) copies of Maintenance and Operations manuals in electronic and hard copy formats

h) Warranty  
   (1) Warranty services to include 3 years covering all materials, labor, and workmanship. Warranty begins upon Owner acceptance of system.

i) Security Identification Display Area Badging. Contractors who will be working, unescorted within the Airport Operation Area (AOA), Security Identification Display Area (SIDA), or Sterile (Passenger Boarding Areas) of the airport will be required to obtain an airport issued access control media.  

All individuals working in these areas will be subject to completing a favorable security background check, including but not limited to a Fingerprint based Criminal History Records Check (CHRC) conducted through the FBI and/or Security Threat Assessment (STA) conducted by the Department of Homeland Security. Also, a 45-
minute training session may be required. The cost for this access control media is $75.00 and will take between 7-10 working days to complete. Applications are available at the Airport Authority Office or online at www.fwairport.com. This process is completed by the Airport Authority’s Public Safety Department 260-747-2624. Identification documents for anyone requesting access control media will be taken from the Department of Homeland Security’s “approved documents list.” This list can be found on the Airport’s website. Any other type of documents will not be accepted.

Escorting privileges may be granted within these secured areas. Escorting will be done with a 5:1 ratio. One (1) badged individual may escort up to five (5) unbadged individuals. These escorted individuals must be under the positive control of their escort at all times. The escort must have communication to the Public Safety Department and report any loss of control immediately, even if that control becomes re-established. Escorting privileges are granted on a case by case basis. Escorting privileges are clearly identifiable on the media once granted. Anyone who will be working under escort in secured areas shall have their names submitted to the Airport Authority on the prime or sub-contractor company’s letterhead stating, “the employing company has completed a favorable five (5) year pre-employment history or the listed individuals have favorably worked for the contractor for five (5) years.”

Lost badge fees will be applied as necessary in accordance with the Airport’s Rates and Charges.

**Airport issued media must be displayed on the outside of any garment above the waist at all times when working in these areas.**

The primary Contractor will be held responsible for any penalties or fees levied by the Airport Authority, TSA, or the FAA due to the construction areas not being secured or operated in a safe manner.

All safety and security measures are subject to change without notice and may require immediate action by the contractors at any time.

The Contractor assures that no action by his operations will cause or create a security/safety violation of the following:

- Airport Certification Manual
- Transportation Security Administration Regulations Part 1542 -Airport Security
- FAR-Part 139 - Certification and Operations - Land airports serving Certificated Air Carriers
- Indiana State and Local Laws or Fort Wayne-Allen County Airport Authority Ordinances

Copies of these regulations and manuals are available at the owner’s office upon request.
C. Key milestone dates

<table>
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<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Release</td>
<td>6/13/17</td>
</tr>
<tr>
<td>Required Site Visit</td>
<td>As scheduled by bidder</td>
</tr>
<tr>
<td>RFP Questions Due Date</td>
<td>6/28/17</td>
</tr>
<tr>
<td><strong>Proposal Due Date</strong></td>
<td><strong>7/11/17</strong></td>
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<tr>
<td>FWACAA Evaluation of Proposals*</td>
<td>7/12/17-7/21/17</td>
</tr>
<tr>
<td>Demonstrations (if requested by FWACAA)*</td>
<td>7/24/17-7/28/17</td>
</tr>
<tr>
<td>Anticipated Award Notification*</td>
<td>8/21/17</td>
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</tbody>
</table>

*These dates are estimated and may be subject to change

D. Deliverables

a) “Turn-key” Terminal-wide digital audio public address system meeting the Minimum Performance Standards

b) Warranty services to promptly resolve any technical difficulties for a period of three (3) year covering all materials, labor, and workmanship

c) Installation and training services and materials for implementation

II. Proposal Evaluation Process

A. Proposal Format – The proposal to be submitted must include, at a minimum, the following critical information

a) System technical characteristics

   (1) Provide a detailed explanation documenting that the system being proposed complies with each of the required system elements listed in I.B. Scope of Work above. If there is any aspect that does not fully comply with the required system element, a detailed reason for the non-compliance shall also be provided.

   (2) Outline the expansion capabilities of your system beyond the initially installed components.

   (3) List any enhancements that the installed system will have that go beyond the minimum system requirements.

   (4) Brochures highlighting system features may be included with your proposal.

b) Service and support

   (1) Outline your firm’s ability and willingness to respond to service needs relating to this project after it has been implemented and installed. Include your response times, business hours, and the qualifications of the personnel who will be providing the system maintenance.

c) Qualifications and experience of the manufacturer and the installing contractor

   (1) Detail contracts where the manufacturer and the installing firm have installed similar systems and provided maintenance services as outlined in this RFP. Provide the 3 references to include names, title, and contact information.

   (2) List the names of the individuals who will be working on this project and summarize their qualifications.
d) Project Implementation
(1) Provide a proposed project schedule based on an assumed Notice to Proceed date of September 1, 2017. Outline how you will complete project cutover with minimal or no disruptions to airport operations and our tenants. Work that is disruptive to operations may be completed between the end of evening operations and prior to the start of morning departures (usually 5am to 11pm).

e) Project Cost
(1) Provide all costs associated with the proposal in the format shown Exhibit A. Attach an itemized listing of all components/software included in your system price. If annual software licensing fees apply after the initial installation, indicate when the annual fees begin. Provide a percentage increase cap for any annual costs.

B. Evaluation Process
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:

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<tr>
<th>Weight</th>
<th>Criteria</th>
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<tr>
<td>Pass/Fail</td>
<td>Compliance with Mandatory System Features outlined in the Scope of Work</td>
</tr>
<tr>
<td>20%</td>
<td>System Capabilities</td>
</tr>
<tr>
<td>20%</td>
<td>Qualifications and Experience</td>
</tr>
<tr>
<td>20%</td>
<td>Service and Support</td>
</tr>
<tr>
<td>15%</td>
<td>Project Implementation</td>
</tr>
<tr>
<td>25%</td>
<td>Price</td>
</tr>
</tbody>
</table>

After the initial evaluation, a short list of the top-ranking firms may be developed and a request made for these firms to give presentations. Proposers should not rely upon the possibility of a presentation. Your best proposal should be submitted as there may not be a need for presentations if the selection committee so decides. If presentations are requested, they will be evaluated as part of the award determination.

III. Terms and Conditions

Exhibit C 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 consultant 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.

The Contractor will be required to sign an Indiana Legal Employment Declaration Prior to execution of the Contract (Exhibit D).

End of Request for Proposals
Exhibit A
Digital Audio Public Address System
Fort Wayne International Airport Price Proposal

All costs of the proposal must be listed below

Digital Audio Public Address System Design and Components cost which comply with the system elements of this RFP

Installation

Training

Warranty Services cost for 3 years (if not included above)

Annual software licensing costs, if required, for system operations

Maximum annual percentage increase for any licensing fees, if required

Any other cost or fee

Total cost of proposal
Exhibit C

AGREEMENT FOR THE PURCHASE AND INSTALLATION
OF A TURNKEY DIGITAL PUBLIC ADDRESS SYSTEM 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 all 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 all necessary
equipment and software and perform all necessary professional services for the Owner incident to
the Project, the scope of which work is specifically set out in Exhibit A, which is attached hereto
and made a part hereof (the "Project"). 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
shall be available for Owner’s use as licensed and outlined in Exhibit A.

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, 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 of the Contractor;

(d) Designate, in writing, that person who will act as Owner's representative with respect to the work to be performed by the Contractor pursuant to this Agreement;

(e) To give prompt, written notice to the Contractor whenever the Owner observes or otherwise becomes aware of any deviations from the scope of the Project;

(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 Project;

Provided, however, that the Contractor shall identify and advise the Owner, in writing, as to those individuals, entities, authorities, and agencies whose approval or consent may be required in order to complete the Project.

ARTICLE III. CONTRACTOR’S RESPONSIBILITIES.

Pursuant to the scope of work identified in Exhibit A, the Contractor shall:

(a) Prepare such drawings, plans, studies, reports, sketches, estimates, specifications, proposals, and other documentation 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 Project in accordance with the scope of work outlined in Exhibit A.

(c) Complete all work in a good and workmanlike fashion, in compliance with the plans and specs approved by the Owner.

(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 work in or around Fort Wayne International Airport.

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 rendering of contractor’s equipment and services on the Project 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.

(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 protection against all claims for damages to public or private property, and injuries to persons arising out of 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**

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<th>Each Occurrence</th>
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<td>$1,000,000</td>
<td>$1,000,000</td>
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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);

• 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 project without consent of Owner.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ___ day of __________, 2017.

FORT WAYNE-ALLEN COUNTY
AIRPORT AUTHORITY

By: ____________________________  By: ____________________________
    Scott D. Hinderman, A.A.E.

Its: ____________________________  Its: Executive Director of Airports
Exhibit D

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)

Subscribed and sworn to before me on this ___________day of ______________, 20___.

My Commission Expires: __________________

County of Residence: _______________________

_______________________________________
Notary Public – Signature

_______________________________________
Notary Public – Printed Name

http://www.uscis.gov/e-verify