

REQUEST

FOR

PROPOSALS

PARKING GUIDANCE SYSTEM

RFP NUMBER 25-0001

DUE DATE:

NOVEMBER 12, 2024

TRANSMITTAL LETTER

September 25, 2024

Dear Respondent,

The Memphis-Shelby County Airport Authority (MSCAA) is seeking a qualified Respondent to provide a Parking Guidance System (PGS) for the Authority. This Request for Proposals (RFP) is under the direction of the Terminal Operations Department.

The Procurement Department is responsible for coordinating all communications between the Authority and Respondents. The RFP limits the manner, method, and type of communications that the Authority and Respondents may have once an RFP process is initiated to ensure that the process is fair and impartial. Please review the RFP carefully and abide by all required deadlines, dates, and terms.

All Respondents are hereby notified that all updates, addenda and additional information, if any, shall be posted to the Authority website www.flymemphis.com, and Respondents are responsible for checking the Authority website up to the time of the RFP submission deadline.

The Authority reserves the right to reject any or all responses to this RFP in whole or in part; to waive any informalities, technicalities, or omissions therein; and/or to cancel this process at any time. The Authority also reserves the right to reject any response when a parent, subsidiary, affiliate, or predecessor in interest of the Respondent has pending litigation or claims with the Authority, or if any response includes a proposed subcontractor or supplier that has pending litigation or claims with the Authority, if the Authority determines, in its sole discretion, such litigation or claims may adversely affect the ability of the parties to work efficiently and effectively under this RFP, or for any other reason as determined by the Authority. Any such responses will be returned to the Respondent. All Respondents must use forms provided by the Authority.

No Respondent may withdraw an opened Response without the Authority's consent.

The Authority shall give a preference to businesses located in or near the County of Shelby, State of Tennessee in awarding contracts and making purchases whenever the application of such a preference is reasonable in light of the valuation points/dollar-value of the proposal/bid received in relation to such valuation points/expenditures and pursuant to the terms and conditions that are outlined in the adopted policy as amended.

Should you have questions regarding this RFP, the RFP sets forth a process by which you may submit your questions and receive answers. Thank you for your participation in this process. We look forward to receiving your response.

Sincerely,

Kenneth Parrish, ACE
Director of Procurement
Memphis-Shelby County Airport Authority

Table of Contents

1	Background	4
2	Request for Proposals Timeline, Communications and Process	4
3	Respondent Assurances	8
4	State of Tennessee Purchasing Provisions	9
5	Buy Local Initiatives.....	9
6	Disadvantaged Business Enterprise (DBE) Requirements	9
7	Title VI Solicitation Notice	18
8	Insurance Requirements.....	18
9	Bond Requirements.....	19
10	FEDERAL FAIR LABOR STANDARDS ACT	20
11	Security and Access	20
12	Terms of Performance.....	22
13	Scope of Services.....	23
14	Response Structure	32
15	Award	35
16	Request for Proposals Forms	37
17	DBE Forms.....	43
18	SAMPLE CONTRACT	52

1 BACKGROUND

The Authority owns and operates Memphis International Airport (MEM), Charles Baker Airport and General DeWitt Spain Airport. Memphis International Airport is located in Shelby County about 13 miles southeast of downtown Memphis. Memphis International Airport is the principal air carrier airport serving west Tennessee, north Mississippi, southeast Missouri, and east Arkansas. Memphis International Airport is also the principal hub for FedEx, making MEM the world’s second busiest cargo airport and the single largest economic engine in the Mid-South.

The Airport is primarily an origin and destination (O&D) airport. MEM served a record 4.8 million passengers in 2023, an increase of 10% compared to 2022.

The Airport is located on 4,640 acres of land in the County and includes a terminal complex of approximately one million square feet, and four other buildings containing approximately 100,000 square feet, which are used by air carriers and all-cargo carriers as transfer facilities for cargo. These buildings are adjacent to the terminal complex and are separate from FedEx facilities that contain approximately 3.5 million square feet and occupy approximately 518 acres.

2 REQUEST FOR PROPOSALS TIMELINE, COMMUNICATIONS AND PROCESS

2.1 RFP Timeline

While this timeline sets forth important dates for this Request for Proposals (RFP) process, the entire RFP should be consulted for additional information and requirements concerning these deadlines. The schedule below is subject to change without liability to the Authority.

All times listed are Memphis, Tennessee Local Time (CST).

September 24, 2024	Publication of Legal Notice
September 25, 2024	Release of RFP Documents
October 9, 2024	Mandatory Pre-Proposal Meeting and Site Visit 9:00 a.m.
October 17, 2024	Questions Due from Respondents by 4:30 p.m.
October 24, 2024	Questions and Answers posted on Authority website by 4:30 p.m.
November 12, 2024	Response Due to Authority by 2:00 p.m.
December 4, 2024	Oral Interviews with Selected Respondents (if required)
December 19, 2024	Anticipated Board Approval of the Award of Contract
February 1, 2025	Anticipated Contract Commencement Date

2.2 Communication with the Authority during this RFP

The Authority has designated Kenneth Parrish, ACE, Director of Procurement, to be responsible for coordinating communications between the Authority and Respondents. Respondents should direct all communications to the Procurement Department via email at Bids@flymemphis.com. Respondents are further advised that any communication, either verbally or in writing, direct or indirect, subsequent to the date of issuance of the RFP by a prospective Respondent or any of its owners, officers, employees, or agents, or any individual or entity acting on its behalf, with any member of the Board of Commissioners or any officer or employee of the Authority, except as provided in this section, is **strictly prohibited** and may be cause for disqualification of the prospective Respondent. The only exception to this requirement is for communications between prospective Respondents and the Authority's in-house and outside legal counsel to further client communications on pending matters that are not related to this RFP. This restriction on communication will govern until the RFP process has been completed and a contract has been fully executed for the for these services. Please note that the Authority prefers all communication to be in writing.

2.3 Addenda

All updates, addenda and other information, if any, shall be posted to the Authority's website, www.flymemphis.com. Respondents are responsible for checking the Authority's website up to the time of the RFP submission deadline.

2.4 Mandatory Pre-Proposal Conference and Site Visit

A mandatory pre-proposal conference will be held October 9, 2024, at 9:00 a.m. at the Authority's Board Room on the Mezzanine Level, Terminal B of the Memphis International Airport, 2491 Winchester Road, Memphis, TN 38116. Only those attending will be allowed to submit responses to this RFP. Immediately after the meeting The Authority will conduct a site visit which has a duration up to 3 hours. All attendees must register at www.eventbrite.com.

2.5 Questions Regarding RFP

Questions regarding this RFP must be submitted in written form via email to Kenneth Parris, ACE at Bids@flymemphis.com. Questions will be accepted until 4:30 PM, October 17, 2024. Answers will be provided by 4:30 p.m., October 24, 2024. Answers will only be posted on the website, www.flymemphis.com.

2.6 RFP and Response Submissions

A copy of this RFP will be distributed to prospective Respondents. This RFP also will be available on the Authority's website, www.flymemphis.com.

Respondents shall prepare responses in compliance with all the instructions outlined in this RFP, providing the requested information and returning the completed document to the Authority by the submission deadline.

All responses shall be sealed and clearly marked with the Respondent's name and address and the words "Parking Guidance System" and "RFP Number 25-0001" on the outside of the envelope

or container. The Respondent shall allow sufficient time to ensure receipt of the response. It is the sole responsibility of the Respondent to have the response delivered to the Authority at the address below before the closing hour and date given in this RFP.

Respondents should note that FedEx First Overnight® and UPS Next Day Air Early AM® shipments typically arrive before normal Authority business hours of 7:00 AM – 3:30 PM Local Time. Should you choose to ship by one of these methods, and your shipment arrives before the Authority's business hours, FedEx or UPS will not deliver the package until the following day. Any response tendered for delivery to the Authority must be in the Authority's possession prior to the opening date and time. Any delivery received after the submission deadline will be accepted and returned to the Bidder unopened.

Responses must be received at the address below **before 2:00 PM Local Time on November 12, 2024:**

Procurement Department
Memphis-Shelby County Airport Authority
Receiving Dock
4150 Louis Carruthers Drive
Memphis, Tennessee 38118

Attn: Request For Proposals, Parking Guidance System,
RFP Number 25-0001

A listing of all proposers responding to Requests for Proposals and Requests for Qualifications will be posted to the Authority's website one (1) hour after the response deadline. Responses to Requests for Proposals and Requests for Qualifications will not be publicly opened.

The Authority reserves the right to extend the opening date or time provided no RFP responses have been previously opened. Late responses will NOT be considered and will be returned to the Respondent unopened.

2.7 Rejection of Responses / Cancellation of RFP

The Authority reserves the right to reject any or all responses to this RFP, including but not limited to, any response that contains exceptions to the minimum requirements and/or specifications or fails to meet the minimum requirements and/or specifications in whole or in part. Responses containing terms and conditions other than those specified herein may be considered nonresponsive. Partial or incomplete responses may be rejected. The Authority reserves the right to reject responses or penalize Respondents who do not follow the requirements of the RFP and, likewise, to waive any informalities, technicalities, or omissions therein. Responses having any erasures or corrections shall be initialed in ink by the Respondent. Unsigned responses will be considered nonresponsive.

The Authority also reserves the right to reject any response when a parent, subsidiary, affiliate, or predecessor in interest of the Respondent has pending litigation or claims with the Authority, or if any response includes a proposed subcontractor or supplier that has pending litigation or claims with the Authority, if the Authority determines, in its sole discretion, such litigation or claims may adversely affect the ability of the parties to work efficiently and effectively under any

contract resulting from this RFP, or for any other reason as determined by the Authority. The Authority further reserves the right to cancel this RFP process at any time.

2.8 RFP to Bind Respondent

The response must contain the signature of a duly authorized officer of the Respondent with the legal right to bind the Respondent. All submitted responses shall be binding for a period of one hundred twenty (120) days from the response submission deadline.

2.9 Sole Responsibility

The successful Respondent, if any, shall assume responsibility for meeting all requirements agreed to in the response to this RFP.

2.10 Sole Contact

The Authority will consider the selected Respondent to be the sole point of contact with regard to contractual matters and the payment of any and all charges resulting from Contract obligations. Upon Contract award, the selected Respondent will be directly responsible for all of its subcontractors, if any, and the selected Respondent shall designate a project manager who will serve as the point of contact for the Authority for billing, additions, deletions, or any other requests or inquiries.

2.11 Response Modification or Withdrawal

Responses may be modified or withdrawn in writing prior to the deadline for RFP submission. After the submission deadline, no modifications will be accepted, and responses may only be withdrawn with the Authority's consent.

2.12 Response Costs

All costs incurred in preparing the response to this RFP, participating in this process and negotiating with the Authority, whether or not a contract is awarded, shall be solely the responsibility of the Respondent. All materials and documents submitted by Respondents in response to this RFP become the property of the Authority and shall not be returned to the Respondents.

2.13 Protest

Any protest must be filed in writing and received by the Authority within seven (7) calendar days of the date of the occurrence of the event that is the subject of the protest, *e.g.*, the opening of responses, the award, or a determination that a respondent is not responsible or that a response is not responsive.

Any protest must be delivered to the Authority during the business hours of 7:00 AM – 3:30 PM Local Time in order to be deemed to be received by the Authority as required under this Section. A protest must be submitted in hard copy and addressed as follows:

Memphis-Shelby County Airport Authority
Attention: Director of Procurement
4150 Louis Carruthers Drive

Memphis, Tennessee 38118

Any protest sent by telegraphic or facsimile transmission or by email or other electronic means will not meet the filing requirements set forth herein and will not be deemed to be received by the Authority.

No objections with regard to the application, meaning, or interpretation of the specifications contained herein will be considered after the opening of the subject RFP.

3 RESPONDENT ASSURANCES

By submitting the RFP response and participating in this process, the Respondent asserts that he/she has read, understands and agrees to the terms and conditions contained in this RFP document and has full authority to submit the written and verbal responses on behalf of the entity for whom they are acting and that the information submitted to the Authority in the response is true, accurate and complete to the fullest extent possible and to the best of his/her knowledge and abilities. The Respondent further certifies:

3.1 *No Hidden Parties*

Response is genuine and that no other person, firm, or corporation than the one herein named has any interest herein or in the Contract proposed to be taken; that it is made without any connection with any person, firm, or corporation making a response for the same work; and that it is in all respects fair as to each item proposed and to the response as a whole;

3.2 *No Collusion in Any Form*

Respondent has not sought by collusion or fraud to obtain any advantage over any other Respondent or over the Authority;

3.3 *No Inducement to Submit False Proposals*

Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal;

3.4 *No Inducement to Refrain from Response*

Respondent has not induced or solicited any other person, firm, or corporation to refrain from submitting a proposal;

3.5 *No Financial Interest*

No Authority employee or member of the Board of Commissioners, Memphis City Council, or Shelby County Commission is directly or indirectly interested herein, or in the furnishing of the service or doing the work to which it relates; or in any portion thereof. Respondent asserts that no Authority employee or member of the Board of Commissioners, Memphis City Council, or Shelby County Commission shall receive or has received any financial benefit arising out of this RFP or its Contract, if awarded, either directly or indirectly. Further, any fees paid to any person or entity by Respondent for assistance in obtaining the Contract with the Authority must be fully disclosed to the Authority in writing.

3.6 No Contact

Respondent has not had any communications, either verbally or in writing, directly or indirectly, subsequent to the date of issuance of the RFP by any of its owners, officers, employees, or agents, or any individual or entity acting on its behalf, with any member of the Board of Commissioners or any officer or employee of the Authority. Respondent understands and agrees any communication except as provided in Section 2.2 of the RFP is strictly prohibited and may be cause for disqualification of the prospective Respondent.

3.7 Addenda

Respondent has reviewed and agrees to any and all Addenda, if applicable, posted by the Authority on its website, www.flymemphis.com, in regard to this RFP. The information contained in all Addenda that may be issued shall become a part of this RFP and, to the extent specified, shall amend and supersede the similar information in the original RFP document. All other terms, provisions, and conditions of the RFP shall remain unchanged.

4 STATE OF TENNESSEE PURCHASING PROVISIONS

Iran Divestment. By submission of a response, each bidder and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list [of persons engaging in investment activities in Iran] created pursuant to T.C.A. § 12-12-106.

No Boycott of Israel. Pursuant to T.C.A. § 12-4-119, by submission of a response, each respondent certifies that their company is not currently engaged in and will not for the duration of services herein engage in, a boycott of Israel.

5 BUY LOCAL INITIATIVES

The Authority shall give a preference to businesses with their principal place of business in the County of Shelby, State of Tennessee in awarding contracts and making purchases whenever the application of such a preference is reasonable in light of the valuation points of the proposal that is received in relation to such valuation points and pursuant to the terms and conditions that are outlined in the adopted policy as amended. If applicable, the Authority may also give preference to businesses operating in the County of Shelby, State of Tennessee, or to businesses with their principal place of business in the Memphis, TN-MS-AR Metropolitan Statistical Area.

6 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

6.1 Overview

The Authority operates a federal Disadvantaged Business Enterprise (DBE) Program¹ to ensure full and fair opportunities in Authority contracting for businesses owned by socially and economically disadvantaged individuals. Only firms that are certified consistent with 49 CFR Part

¹ The Authority also operates a non-federal Business Diversity Development Program (BDDP). The Authority administers the BDDP Program according to federal regulations, primarily 49 CFR Part 26.

26 and the Tennessee Department of Transportation Unified Certification Program, as identified below, will be certified as a Disadvantaged Business Enterprise.

This section, entitled “Disadvantaged Business Enterprise Requirements” is provided to assist Respondents. The information contained in this section is not intended to supplement or amend any federal regulation. All Respondents are responsible for compliance with all applicable federal and Authority rules and requirements.

6.2 Disadvantaged Business Enterprise (DBE) Required Forms

It is a requirement that all Respondents providing services for the Authority take all reasonable steps to ensure that DBEs have a full and fair opportunity to compete for and perform contract work without discrimination based on age, race, sex, color, national origin. To satisfy this requirement, Respondents will be expected to timely submit documentation as identified below and throughout the contract period if selected and cooperate with the Authority. Failure to timely submit requested documentation, cooperate with the Authority or answer inquiries truthfully will be considered a material contract breach and may result in termination.

The following documents must be submitted with your response to this solicitation:

6.2.1 DBE Assurance Statement/Letter of Intent

The Respondent must submit an Assurance Statement for each DBE whose participation the Respondent is counting toward the goal. This may include first, second, third and so on tier subcontractors, and the Respondent and all subcontractors between the Respondent and the DBE should sign the Assurance Statement. The Respondent must submit the form provided in Section 17.1 below on Company Letterhead.

For each Assurance Statement, the Respondent must also provide the written quote or proposal from the DBE or other communication from the DBE upon which the scope of work and dollar value contained in your Assurance Statement is based (“quote/proposal”).

All portions of the Assurance Statement must be completed (including the description of work, the estimated contract amount, and the estimated dollar value of DBE participation for counting and goal purposes) before the Assurance Statement is signed by either the DBE or the Respondent. If the DBEs, and if applicable the 2nd/3rd Tier Subcontractor’s, signature(s) can be obtained on the completed Assurance Statement before the bid submission deadline, the Respondent should submit the fully-completed and fully-signed Assurance Statement. If the Respondent submits an Assurance Statement that is completed except for the DBEs, and if applicable, the 2nd/3rd Tier Subcontractor’s signature(s) and a quote/proposal from the DBE as described above, the Respondent will be given 24 hours from the bid submission deadline to submit the completed Assurance Statement signed by the DBE and, if applicable, the 2nd/3rd Tier Subcontractor. Each Assurance Statement submitted during this 24-hour window must conform to the previously submitted Assurance Statement except for DBE

signature. These signed Assurance Statements must be submitted pursuant to the same location and time restrictions that applied to the solicitation response.

The Authority reserves the right to ask questions of the Respondent, investigate and require additional information as it determines necessary in its sole discretion to ensure that the regulations and the Authority's rules are followed as it relates to DBE participation.

6.2.2 Respondent DBE Goals Accomplishment Statement

The form provided in Section 17.2 must be submitted on Respondent's company letterhead.

6.2.3 Information on All Firms Providing Responses

The form provided in Section 17.3 must be completed by respondent.

6.3 Disadvantaged Business Enterprise (DBE) Voluntary Form

We ask, but do not require, that each Respondent submit the following information with the response to this solicitation:

6.3.1 Voluntary Disclosure of Respondent Data

If submitted, the form provided in Section 17.4 must be completed by respondent.

6.4 Definition of Socially and Economically Disadvantaged

The rules that govern eligibility and certification of DBE are found generally at 49 CFR Part 26.5 and 26.61 through 26.73. These rules define a DBE as a for-profit, small business concern which is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock must be owned by one or more socially and economically disadvantaged individuals. In addition, the personal net worth of the socially and economically disadvantaged owners of the small business concern must not exceed two million forty-seven thousand dollars (\$2,047,000).

As defined by 49 CFR, Part 26.5, a socially and economically disadvantaged individual is any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - a. **Black Americans** which include persons having origins in any of the Black racial groups of Africa;

- b. **Hispanic Americans** which include persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- c. **Native Americans** which include persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- d. **Asian-Pacific Americans** which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- e. **Subcontinent Asian Americans** which include persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- f. **Women**;
- g. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

6.5 DBE Liaison Officer

For questions or information related to the DBE program, contact ReGina Armstrong, the Senior Manager of Business Diversity Development at (901) 922-0255.

6.6 DBE Certification

The Authority is a certifying member of the Tennessee Department of Transportation Unified Certification Program (TNUCP). TNUCP is a cooperative of entities that are recipients of federal funds that have developed a “one-stop shop” for certification throughout the State of Tennessee. The Authority compiles a directory of firms who have met the TNUCP’s selection criteria for eligibility as a DBE, including 49 CFR Part 26. You can view the directory of certified firms at www.flymemphis.com or at www.tdot.tn.gov. In order to be considered as meeting the DBE goal for this Contract, each business wishing to participate as a DBE or a joint venture DBE, must be certified by a TNUCP certifying member in accordance with 49 CFR Part 26. Out of state firms may be granted reciprocity by a TNUCP certifying member with an existing certification from their home state. Unless a firm is certified by a TNUCP certifying member by the time the responses to this solicitation are due, its participation will not be considered as meeting the DBE goal in the solicitation. Each business wishing to participate as a DBE or a joint venture DBE must be certified by the time the responses are due.

6.7 Identification of Contract Goal and Requirements

For this Contract, the DBE goal is established as 6%. In order to be responsive, a Respondent must either meet the goal or make good faith efforts to do so. Good faith efforts are defined in Appendix A to 49 CFR Part 26 and discussed in the following section.

If a Respondent’s DBE Assurance Statement proposes a DBE percentage less than the established goal, the Respondent must, at the time of making the response, submit appropriate

documentation showing good faith efforts to meet the established goal. The Authority reserves the right to request additional documentation or information from Respondent regarding its DBE Assurance Statement and; if applicable, any good faith efforts documentation. If the Authority enters into a contract based on the Respondent's DBE Goals Accomplishment Statement and documentation, the DBE percentage accepted by the Authority will become a contractual requirement. If the Respondent's DBE Assurance Statement proposes to attain a DBE percentage higher than the established goal, the established goal will remain the contractual requirement.

Respondents shall not contract with, demand, require or coerce a DBE into any agreement or into the signing of any Assurance Statement or any other document which prohibits the DBE from providing subcontracting quotations or doing business with other Respondents. The DBE shall be free to provide their services to any number of Respondents. To ensure that all obligations under sub-contracts awarded to a DBE are met, the Authority will review the agreement between the Respondent and DBE, and Respondent's DBE involvement efforts during the performance of the Contract. The Respondent shall bring to the attention of the Authority any situation in which regularly scheduled progress payments are not made to a DBE. If, in the opinion of the Authority, the Respondent has made significant deviations from the DBE program commitments, it shall be considered a breach of contract.

6.8 Good Faith Efforts Statement and Requirements

Respondents must either meet the DBE goal or make good faith efforts to meet the goal. Respondents who do not meet the goal must establish adequate good faith efforts by submitting documentation along with the Respondent DBE Goals Accomplishment Statement. This statement should show that they took all necessary and reasonable steps to achieve the DBE goal, which could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The Respondent's DBE Goals Accomplishment Statement and supporting documents should conform to the good faith requirements outlined in Appendix A of 49 CFR Part 26.

The following is a list of types of actions that may be part of a Respondent's efforts to obtain DBE participation and may be included in the Respondent DBE Goals Accomplishment Statement and documentation. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified as a DBE who have the capability to perform the work of the Contract. The Respondent must solicit this interest within sufficient time to allow the DBE to respond to the solicitation and take appropriate steps to follow-up on initial solicitations to determine interest.
- b. Selecting portions of the work to be performed by a DBE to increase the likelihood that the goals of the DBE will be achieved.
- c. Providing any interested DBE with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with any interested DBE. It is the Respondent's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select

those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation.

- e. Not rejecting any DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- f. Making efforts to assist any interested DBE in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- g. Making efforts to assist any interested DBE in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of any DBE.

For each DBE listed as a regular dealer or distributor the Authority will make a preliminary counting determination to assess the DBE's eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in § 26.55(e)(2)(iv)(A), (B), and (C) and (e)(3) under the contract at issue. The Authority's preliminary determination shall be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, the Authority is required to make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

If a Respondent has not met the DBE goal and submits Respondent DBE Goals Accomplishment Statement and documentation, the Respondent should summarize in detail all good faith efforts taken by the Respondent, including, but not limited to, the activities listed above in A through I, and supporting documentation. While the Respondent should submit documentation to support its good faith efforts at the time of the Response submission, the Authority may ask questions of Respondent or request additional documentation after review of Respondent's DBE Goals Accomplishment Statement and any documentation. In submitting the information required under this section, Respondent understands and agrees that the determination of whether Respondent has met the DBE goal or established good faith efforts to meet the goal is a judgment call that the Authority will make.

6.9 Administrative Reconsideration

Within five (5) business days of being informed by the Authority that it is not responsive because it has not documented sufficient good faith efforts, a Respondent may request administrative reconsideration. Respondent should make this request in writing to the following reconsideration official: Terry Blue, President and CEO, Memphis Shelby County Airport Authority, 2491 Winchester Road, Suite 113, Memphis, Tennessee 38116, (901) 922-8000, tblue@flymemphis.com. The reconsideration official will not have played any role in the original determination that the Respondent did not document sufficient good faith efforts.

As part of this reconsideration, the Respondent will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Authority will send the Respondent a written decision on reconsideration, explaining the basis for finding that the Respondent did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

6.10 Counting DBE Participation

DBE participation shall be counted toward meeting the DBE goal as outlined in 49 CFR Part 26, specifically 26.55. When the Respondent completes an Assurance Statement, the Respondent must include not only the total value of the work to be performed and/or the materials to be supplied by the DBE but also the total amount of DBE participation that should be counted toward meeting the goal. If you have any questions about counting, we strongly urge you to consult 49 CFR Part 26. The following may be helpful to you in counting DBE participation and in determining which sections of Part 26.55 you need to review in more detail:

- a. When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.
 - 1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 - 2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. a. When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.
 - 4) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

- 5) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 6) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- b. When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
 - c. Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. For the definition and explanation of a commercially useful function see 49 CFR Part 26.55(c).
 - d. To determine whether a DBE trucking company is performing a commercially useful function see 49 CFR Part 26.55(d).
 - e. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in 49 CFR Part 26.55(e). Please note that materials or supplies obtained from a DBE manufacturer are counted differently toward DBE goals than a DBE regular dealer. It is imperative that the bidder consult federal regulations for counting differences.
 - f. If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26 Subpart D at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in § 26.87(i).
 - g. Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.
 - h. Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

6.11 Sanctions for Non-Compliance

In case of the Respondent's non-compliance with DBE requirements as applicable, including, but not limited to, documentation, cooperation, and truthfulness, the Authority shall impose such Contract sanctions as it may determine to be appropriate. This may include but is not limited to:

- a. Withholding of payments to the Respondent under the Contract until the Respondent complies; and/or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part; and/or
- c. Assessing sanctions; and/or

- d. Payment by the Respondent to the Authority of an amount equal to the difference in the DBE dollar value contracted for and the dollar value achieved in documented DBE participation, which dollar value shall be considered liquidated damages if the Authority determines that Respondent failed to make good faith efforts in meeting the Contract's DBE goal.

6.12 Contract Assurance (49 CFR Part 26.13)

The successful Respondent, any successful subrecipient or successful subcontractor shall not discriminate based on race, color, national origin, or sex in the performance of this prime contract. The successful Respondent shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the successful Respondent to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible.

6.13 Prompt Payment / Retainage

The successful Respondent agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the successful Respondent receives from MSCAA. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the MSCAA. When MSCAA has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the MSCAA. This clause applies to both DBE and non-DBE subcontractors.

Retainage will not be withheld on this project. No retainage will be withheld by MSCAA from progress payments due to the successful Respondent. Retainage by the successful Respondent or subcontractors is prohibited, and no retainage will be held by the successful Respondent from progress payments due to subcontractors.

6.14 Termination of DBE Subcontracts

The successful Respondent must not terminate a DBE subcontractor listed in response to this solicitation (or an approved substitute DBE firm) without prior written consent of Authority. This includes, but is not limited to, instances in which the successful Respondent seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The successful Respondent shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent as provided in 49 CFR §26.53(f). Unless prior written consent is provided pursuant to 49 CFR

§26.53(f), the successful Respondent shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the successful Respondent has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

The successful Respondent must give the DBE five days to respond to the successful Respondent's notice. In response, the DBE must advise the Authority and the successful Respondent of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to reward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

6.15 49 CFR Part 26

The Respondent shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of Authority contracts. Respondent agrees to provide all its subcontractors and suppliers and to require all its subcontractors and suppliers on this project to provide a complete copy of the Disadvantaged Business Enterprise (DBE) Requirements of the Contract to all those who provide supplies or work related to the Contract and to require all those providing supplies or work to be bound by these requirements as it relates to their work related to the Contract.

7 TITLE VI SOLICITATION NOTICE

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunities to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

8 INSURANCE REQUIREMENTS

The successful Respondent shall submit evidence of required insurance on an original ACORD certificate or comparable insurance certificate form(s) acceptable to the Authority, with required endorsements attached, the earlier of: fifteen (15) working days following award notification or prior to the scheduled

commencement of work. Failure to submit the required document(s) may result in rescinding the award. The Contract may thereafter be awarded to the next qualified Respondent. A certificate of insurance is not required at the time of the response; however, an approved insurance certificate and amendatory endorsements are required to be on file prior to the start of the work. In addition, a copy of the policy or policies shall be provided by the successful Respondent upon request.

The insurance requirements are established in Section 17 of the Sample Contract, which is set forth in Section 18 below.

9 BOND REQUIREMENTS

9.1 Surety

Any bond provided to the Authority in connection with the response to this RFP or any resulting agreement shall be executed by the Principal and Surety, and duly issued by an insurer or corporate surety which:

- a. Is authorized to conduct insurance business and provide surety bonds in the State of Tennessee; and
- b. Is otherwise in compliance with the provisions of the Tennessee Insurance Code; and
- c. Is authorized by the United States Department of Treasury pursuant to 31 U.S.C. § 9304-9308; and
- d. Has an A- or better rating and a Financial Size Category of “Class VII” or higher according to the most current edition of Best’s Key Rating Guide; and
- e. Notwithstanding the provisions of (d) above, an insurer or corporate surety that is not rated by Best’s Key Rating Guide may be accepted by the Authority following a review or investigation of the insurer’s or corporate surety’s financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity, and such other factors as the Authority may deem appropriate.

9.2 Proof of Surety

Any Proposal and/or Performance Bond submitted by Respondent must include an original, certified copy, or certified electronic copy of the Power of Attorney authorizing the Attorney-in-Fact to execute the Proposal and/or Performance Bond on behalf of the Surety.

9.3 Proposal Bond

Each response must include an original, certified copy, or certified electronic **Proposal Bond** with a valid Power of Attorney, at no cost to the Authority, in the amount of **Five Thousand Dollars (\$5,000.00)**, payable to the Memphis-Shelby County Airport Authority. Failure of the successful Respondent to execute the Contract within thirty (30) days after receiving the Contract document and furnish acceptable surety bonds and proof of required insurance prior to the Contract execution shall be just cause for cancellation of the award and forfeiture of the Proposal Bond, not as a penalty, but as liquidation of damages to the Authority.

Certified or cashier’s checks will **NOT** be accepted in lieu of a proposal bond.

Proposal Bonds provided to the Authority in connection with the RFP shall be duly issued by an insurer or corporate surety on a bond form provided by the Authority in Section 16.2, or on a form substantially the same as the Authority's form, and which obligates the surety for at least one hundred twenty (120) days following the date on which responses to this RFP are publicly opened; and that is authorized to conduct insurance business in the State of Tennessee.

Failure to furnish a Proposal Bond with valid Power of Attorney, as specified, will result in rejection of Proposal for non-compliance.

9.4 Performance Bond

The successful Respondent will be required to furnish an original, certified, or certified electronic **Performance Bond** at the time of Contract execution and prior to the start date of the Contract, in an amount **equal to contract price**, to guarantee the principal's performance of the Contract. The Performance Bond shall be made payable to the Memphis-Shelby County Airport Authority and shall remain in force for the duration of the Contract.

9.5 Contractor's Responsibility

The successful Respondent is solely responsible for providing surety bonds in connection with this RFP and its resulting contract. Subcontractors are not required to provide any type of surety bond to the Authority in connection with this RFP and or its resulting contract.

10 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11 SECURITY AND ACCESS

11.1 General Requirements

The successful Respondent shall comply with all Airport Security requirements concerning access to restricted areas of the buildings or airfield. Access to certain areas of the buildings may be restricted to off-peak working or operational hours or other reasons, and the Respondent will conduct their work accordingly. If the Authority determines that any employee(s) of the successful Respondent should not work on the Authority's property or on the Contract, the successful Respondent will immediately comply with the Authority's request to remove employee(s).

The successful Respondent and all employees performing duties under the Contract shall conform to all applicable aviation security procedures regarding the issue, wearing, replacement,

and return of personal identification badges, as defined in the Airport Security Program (available through the Airport Identification Office) approved by the Transportation Security Administration (TSA) and amended from time to time.

All employees working under the Contract will be required to display on their person, at all times while on duty, an identification badge issued by the Authority. Identification badges will be worn on the outermost garment above the waist.

The successful Respondent will provide the Authority with a badge application signed by the authorized signatory of the successful Respondent.

Prior to the issuance of the airport identification badge, an airport badge application must be prepared and submitted to the Airport Identification Office. The application form for airport identification will be provided by the Authority and properly completed by the successful Respondent.

All employees must be able to meet the requirements of the TSA in order to receive an airport identification badge. Individuals will be issued a badge by the Airport Identification Office only after they have met all necessary security and training requirements including the appropriate certifications of the fingerprint-based background check and the Security Threat Assessment. Authority shall be responsible for all fees associated with the successful Respondent's badge applications; Respondents should not include any costs for badge application fees in their proposals.

In order to ensure control and accountability of airport identification badges, the successful Respondent will notify the Authority of the termination of any employee immediately and submit written notification of badge status of terminated employees within twenty-four (24) hours to the Security Access Supervisor, Airport Identification Office. The Airport Identification Office shall be immediately notified if the badge is not recovered for any reason. Failure to recover the identification badge and return it to the Airport Identification Office will result in a one hundred dollar (\$100.00) fee assessed to the successful Respondent. The successful Respondent will also receive a Monthly Status Report and will verify the accuracy of that report on a monthly basis.

ID badges reported lost or stolen must be thoroughly investigated and closely scrutinized. Replacement ID badges may be issued only upon written request from the Respondent. Such a request must be on Company letterhead, stating the circumstances surrounding the loss, and be signed by an authorized Company representative on file with the Airport Identification Office. Replacement fees will be assessed to the successful Respondent; replacement fees for lost or stolen badges will be:

- First replacement \$100.00
- Second replacement \$150.00
- Third replacement* \$200.00

*Requires approval of the Director of Operations and Public Safety

11.2 Security Checkpoint Procedures

Security Checkpoints are located throughout the MEM terminal building. These checkpoints prevent access to certain “restricted” areas. Personnel must have the proper photo identification badge, as described in Section 11 Security and Access, in order to access areas beyond these checkpoints.

11.3 Operations of Others

During the time that successful Respondent is performing under the Contract, other persons may be engaged in other operations on or about the work site, including facility operations, pedestrian, bus, and vehicular traffic and other contractors performing at the work site, all of which shall remain uninterrupted.

The successful Respondent shall so plan and conduct its operations to work in harmony with others engaged at the site and not to delay, endanger, or interfere with the operations of others, whether or not specifically mentioned above, and in the best interests of the Authority. All operations should be conducted in a manner that ensures the safety and well-being of others.

12 TERMS OF PERFORMANCE

The Authority will contract with a single Respondent to provide services under the direction of the Authority’s Terminal Operations Department, as outlined in the Scope of Services in this RFP.

12.1 Contract Negotiations and Contract Form

One Respondent will be selected for contract negotiations in accordance with Section 15.4. Realizing that the final basis for the agreement between the successful Respondent and the Authority must be a contract, Respondents shall indicate their willingness to negotiate a Contract acceptable to both Parties. This RFP and specified portions of the successful Respondent’s response shall be incorporated into such Contract. The successful Respondent shall be required to execute a written contract with the Authority. The Authority will not execute the successful Respondent’s standard contract.

12.2 Cancellation

Should the successful Respondent fail to meet the requirements of the Contract after it is executed, the Authority may cancel the Contract at once and award the remainder of the contract term to the next qualified Respondent. If the Contract is cancelled, all materials provided to Contractor shall be returned to the Authority.

12.3 Term of Contract

The term of this contract shall be for such time as is required to fulfill the obligations set forth herein, and as more particularly described in the Scope of Services in Section 13 below.

12.4 Convenience Termination of Contract

The Authority may, at any time upon thirty (30) days written notice to successful Respondent specifying the effective date of termination, terminate the Contract, in whole or in part, when the Authority deems it to be in the Authority’s best interests.

12.5 Payment and Billing Requirements

12.5.1 Invoice Submittal

Invoices for payments related to the services rendered under the Contract shall be presented at the completion of each task as described below. Payment will be made only for correct invoices presented with a complete itemization of the services rendered. Incorrect invoices will be returned for correction, unpaid. All invoices must include the contract number and/or the purchase order number. The successful Respondent must email the invoice to the email address below:

Finance Department - acctpayable@flymemphis.com

12.5.2 Payment Terms

The Authority shall use its best efforts to pay invoices within net thirty (30) days from the receipt of a correct invoice.

12.5.3 Taxes

The Authority is exempt from Local, State, and Federal taxes. Tax certificates will be issued to the successful Respondent.

13 SCOPE OF SERVICES

13.1 Overview

The Authority intends to provide a complimentary solution for its newly installed Parking and Access Control System and controlled self-parking assets. The project scope of work encompasses the design, development, programming, reliability testing, fabrication, unit testing, system testing, packaging, shipping, installation and start-up, documentation, user training, warranty, and maintenance of a PGS for the Economy and MSCAA parking garages. It shall also include the design, provision, and installation of dynamic digital signage to display parking space availability. The PGS will generally consist of the following components, features, and functions (quantities may change by future addendum).

13.2 The Economy Garage provides parking in a 7-level, above-grade structure.

- The first two levels (Level 1 & 2) are currently dedicated as the Airport's Car Rental Center
- There are future plans to build a new CONRAC facility, once completed, these two levels will be allocated for additional transient parking for the Economy Garage visitors
- There is a single entry location for this garage parking with three (3) vehicle access lanes. Once access is granted via the PARCS system all vehicles ascend a ramp to the 3rd level
- Guest/visitor parking is provided on Levels 3 through 7 supported by a double helix
- Any over height vehicle unable to access the garage is directed to park in the West surface Lot

13.3 The Long/Short-term Garage is a 3-level structure (with one level below grade.)

- Guest premium parking for our visitors with the closest proximity to the Airport Terminals
- This garage also contains dedicated areas for employee premium parking in the West corner
- Additional dedicated parking for employees' and contractors in the Southeast corner
- The Long-term/Short-term garage ground level has less covered spaces available for public use than the Lower Level (as per the drawings), due to an allocation of dedicated vehicle stalls in two (2) isolated areas known as (a) Vendor area and (b) Annex area. Single space detection is not required at this time for these particular vehicle stalls
- Over-height vehicles unable to access the garage(s) are directed to park in the West Lot

We have provided layout diagrams for each level of the two garages to assist in the preparation of your proposals. Google maps can provide aerial views of the West and East surface lots, plus the uncovered levels of Long-term/Short-term garage (level 3) and the Economy garage (Level 7). These drawings only contain limited information with respect to vehicle space quantities and relative position. There is a graphic scale reference on the Economy Garage drawings which may assist in determining vehicle stall width. Additional drawings are available for the Economy Garage; however, due to the age of these drawings the Airport cannot guarantee these measurements are accurate. We ask that all Vendors be responsible to take the appropriate measurements of stall sizes, floor to ceiling measurements, etc. during onsite visits.

Both the Long-term/Short-term and Economy parking garages have “uncovered” roof spaces which require a camera-based vehicle counting solution. An aerial (outdoor) camera system is an acceptable alternative with a provision in the Pricing Sheet template.

The Economy Garage vehicle ramp is a double helix construction and shall incorporate a separate camera-based level counting solution for vehicles entering and exiting the levels, along with LPN detection & storage.

The Economy Garage parking stalls on each level (12 rows) are angled parking. Please incorporate a wayfinding sign configuration to assist parkers by routing them accordingly to follow the shortest driving path to available parking spaces. There are 90-degree parking stalls, on each level, surrounding the angled parking rows and aisles around the garage perimeter.

The Long-term/Short-term garage has 90-degree parking stalls throughout.

13.4 *Single space vehicle detection sensors for defined visitor parking on levels with a ceiling above:*

- Economy Garage – 3,621 spaces
- Long-term/Short-term Garage – 1,578 spaces
- Ramp entry and exit level count vehicle detection sensors are required for rooftop levels (no ceiling). Only camera-based technology is acceptable for entry/exit vehicle counts and/or aerial outdoor cameras for vehicle counting and surveillance in these areas
- The provision of an adequate number of Aisle and Row LED Signs is required, based on the recommended placement and quantity by the Vendor for optimum wayfinding. The sign specifications must include alpha-numeric digits with a minimum height of five inches (5”), must support an array of symbols such as ADA, EV charging, motorcycle, minimum 1080p resolution, support operating temperatures between -20 to +140 degrees F, and contained in dust and weatherproof NEMA 4 rated enclosures

- Aisle/Row signs should be viewable at a 70 degree vertical angle and must be readable at a distance of 200 feet for drivers with 20/20 vision
- Cloud-based or on-premises servers are acceptable
- Complete Installation including power and communications to all camera sensors and wayfinding digital signs
- Onsite Acceptance Testing
- 2-Year warranty
- Post-warranty Maintenance (Years 3 through 10)
- Please itemize any annual licenses or recurring fees, which may or may not be included in the initial two years of warranty or post-warranty support documentation. The Vendor shall furnish sufficient personnel and equipment to complete the project in a continuous manner once work has begun. A special effort shall be made to minimize the interruption of parking operations and any loss of revenue due to the progress of work.

13.5 Items NOT required to be covered by the Vendor in the scope of the RFP:

- Owner to clean, re-paint, and re-stripe the parking garages (as needed)
- Owner to implement a new and independent level count system and digital signs for the Economy Garage level ramps (double helix), Economy Garage level 7 (uncovered) and Long/Short-term Garage level counts (Upper/Ground/Lower).
- Owner shall provide rack space in computer data centers to facilitate PGS servers or VM's
- Owner is responsible to provide adequate lighting (LUX) levels throughout garages
- Owner shall provide high-speed internet access for the PGS
- Owner to provide on-site parking management to manage PARCS and call center

13.6 Items required to be included by the Vendor in the scope of the RFP:

- Training for new wayfinding and single space detection system
- Installation in its entirety as per regulatory state and local laws
- Possible interface to a third-party digital wayfinding display (IP Displays)
- As built Drawings
- Permits and necessary licenses
- 120 VAC and low voltage power to all space sensors and Aisle/Row signs
- All wiring should be in conduit or cable trays. The vendor is responsible for all electrical and data requirements. All conduits have to be securely installed and must be RIGID, IMC or EMT material. Flex, PVC or liquid tight conduit will not be allowed.
- All communications cabling, including fiber terminations (where required)
- VLAN network switches
- Provide on-line regulating uninterruptible power supplies (UPS) for field equipment
- System commissioning
- Project Management

The following space counts apply to the surface lots and garages for your reference. Vendors are only required to provide single space sensors for the quantities shown in the last column. For each level incorporating single space sensors, vehicle wayfinding signs must be provided at strategic positions in the appropriate aisles/rows.

Location	Total Spaces	Spaces requiring PGS
Economy Level 3	874	874
Economy Level 4	917	917
Economy Level 5	917	917
Economy Level 6	913	913
Economy Level 7	920	0
Long-Term Upper Level	1139	0
Long-Term Lower Level	904	904
Short-Term Ground Level	869	674
West Lot (surface lot)	901	0
East Lot (surface lot)	1261	0
Total	9615	5199

13.7 Software

- All required software shall be listed in the proposal.
- All software must be provided with an Enterprise license under the Owner’s name.
- If there are ongoing licensing fees these must be identified in the proposal. The cost of the first two years is to be included in the base pricing. Identify the cost for additional eight (8) years beyond the first year two years of warranty (years 3-10).
- All software upgrades during the duration of the warranty period and subsequent extended warranty period(s) shall be included in the pricing.
- Future upgrades of software must be fully tested prior to installation and these site(s) shall not be the first installation of the software upgrade. The upgrade shall not be mandated but coordinated with the Owner prior to installation. A full description of the upgrade and its impacts on the entire PGS shall be provided to the Owner for review and agreement prior to installation. Please describe in your proposal how upgrades, patches and other minor modifications are handled *post* system warranty.
- Vendor shall provide Owner advance notification of access to the PGS for updates to the PGS, including upgrades, troubleshooting, patching, etc., of software and/or hardware. All upgrades that will affect functionality of the PGS are to be done at night/off hours at Owner’s discretion.
- All software on all workstations necessary to run the PGS shall be included as part of the PGS and shall be maintained and upgraded as part of the PGS including all operating systems, anti-virus software, patching, etc.
- All software must be in English at all levels of interface with Owner.
- If during the first two (2) years of the life of the equipment, the PGS Vendor or Manufacturer discovers a software bug within the PGS and determines that it could adversely affect all PGS with that version of software, a fix is developed and included in a software update then the PGS Vendor must provide the update free of charge.
- The database storage and memory must be configured in such a manner as to maintain three (3) years of on-line system data and all summary reports. The PGS Vendor must provide a backup/archiving system whereby reports are properly catalogued and allow historical data (any data older than 36 months) to be retrieved. Management and administration of the backup/archiving shall be the responsibility of the PGS Vendor through the warranty period and then in the event of ongoing maintenance. All transactional and summary data for up to ten (10) years must be archived. All system data for the current year and the two previous

years (36 months of data) must be available on-line. The term “System Data” includes full details of all events, transactions and all exception transactions.

- The system must back up data to a current industry standard backup (cloud or tape media). The backup software must include functionality that allows the user to configure the scheduling of backups. The Vendor shall coordinate with the Owner the secondary cloud backup to owner managed data center.
- The system backup process must not interfere with normal operation of the PGS or running of reports. The backup process should be designed to minimize the potential loss of data. The software shall allow the owner a choice of when to back up data.
- The user should be able to manually/override available spaces in each section in the event spaces must be closed off.
- The system must be capable of supporting “demand-based pricing” and ability to adjust parking rates based on demand, via an API integration with TIBA PARCS.
- The system will provide logic and the ability to enable online parking reservations through an API integration with the TIBA PARCS or 3rd party platform.
- Capability to create and modify premium or reserved areas within each level of each parking facility the PGS covers.
- Capability to override stall indicating lights, monitor individual stalls, and set and create alarms and system notifications for selected parking stalls.
- Allow users the ability to override/adjust sign messaging or counts.
- Capability for self-monitoring, self-diagnosis, and self-reporting of issues affecting daily operations.
- Display floor maps of all levels within the garages with real-time status of spaces
- Program the configuration of space assignments to change automatically based on time of day, day of week or on-demand for monitored spaces.
- Provide role-based access control using the principle of least privilege for all system functions including system administration and security administration.
- Access rights to the system for MSCAA personnel and others will be configured during implementation
- Provide remote monitoring of all field devices, e.g., vehicle sensors, LED indicators and dynamic signs.

13.8 System Reporting

The Vendor shall provide the following system reports, along with the ability to generate custom reports on demand:

- Historical Reports: Ability to assess historical data in assisting management staff in proper space use allocation for future planning.
- Length of Stay Reports.
- Occupancy Reports based on selectable time increments.
- Parking Demand Reports based space activity, dwell times and turnover.
- Automated report generation by selectable time and days.
- Heat maps in helping define space utilization.
- Single space alarms for vehicle overstay alerts (must be user-definable, e.g., > 60 days).
- User Group report based upon specific parker types (e.g., EV, ADA, pre-booking, etc.)
- System alarms and alerts of sensor status, failures and camera imaging.
- Provide ability to track & report which users acknowledge and resolve system alarms.

- Automatically detect and report fault conditions – The system performs a self-check on a routine basis and provides notification for fault conditions and equipment failure. Fault conditions are categorized by severity and the displays alarm notifications on the system GUI for any individual fault condition, category of fault, or MSCAA selection of faults.
- The system should include a management interface that provides the ability to view current parking occupancy; query prior parking occupancy by date/time range and by section of the garage; plus provide year-to-date daily and monthly parking data.

13.9 Products and Requirements

- Single space sensors must use camera-based technology.
- The Vendor must include a declaration or guarantee of the sensor accuracy. It should be prorated over time (e.g., yearly) and Owner will define its test procedures based on these standards.
- Signage provision shall include thorough coverage of most parking aisles/rows, while delivering optimum wayfinding for customer vehicles available spaces search.
- Security Enhancement and Surveillance: PGS system to utilize the installed or additional technologies to provide value added information to support the security of the parking garage environment.
- Capture license plate numbers of parked vehicles in monitored garage spaces.
- Ability to locate vehicles, based on license plate number, for assisting lost customers.
- Provide a description of the video surveillance features of the space sensors for the monitored stalls, as well as *optional* camera counting technology for uncovered roof levels.
- Provide an operational explanation of nightly vehicle plate inventory procedures.
- MSCAA would like a provision for a third party (e.g., law enforcement) to access license plate records for enhanced security features.
- Must have “Find Your Car” functionality via smart kiosk, website or mobile application.
- Communication equipment including communication consolidators and low voltage network from the points of demarcation to all PGS components.
- PGS server including all hardware and software.
- LED wayfinding signs as specified in section 13.1 Scope of Work.
- Describe the lightning protection method for your proposed system.

13.10 Space Sensor Specifications

- Displaying separate, continuous red for each occupied parking space.
- Displaying separate, continuous green for each available standard parking space.
- Displaying a separate, continuous blue indicator for each available ADA accessible parking space.
- Displaying continuous amber (or other MSCAA designated color) for each available electric vehicle, reserved, or premium parking space.
- Displaying at least eight different, MSCAA-defined colors.
- Configurable to flash to indicate violations or fault conditions.
- Ability to change to any user-defined color on-demand from the web-accessed GUI by an authorized user.

- Ability to automatically change to any user-defined color automatically at MSCAA-defined scheduled times.
- Ability to change to any user-defined space assignment (standard space, ADA, reserved, premium, electric vehicle, etc.) on-demand from an authorized user.
- Ability to automatically change to any user-defined space assignment (standard space, ADA, reserved, premium, EV, etc.) at MSCAA-defined scheduled times.
- Identify vehicles correctly parked in the monitored spaces with 99% accuracy. For example, a vehicle that backs out of a space and activates the count detectors can generate a temporary, false vehicle count for that space. Invalid counts can also be generated by pedestrians, luggage carts, bicycles, and various other foreign objects that temporarily enter the detection zones.
- Accurate detection of 99% applies to both vacant and occupied spaces.
- During acceptance testing, each vehicle sensor shall be tested to ensure counting of valid parked vehicles with 99% accuracy, as defined above, and unoccupied spaces with 99% accuracy, as defined above, over the testing period. The accuracy testing procedures to establish passing test criteria will be determined prior to system testing with approval from MSCAA.
- LPR detection from the camera based PGS shall acquire an image of the occupied vehicles license plate at a 95% read rate. The intent of the 95% capture rate is to ensure a visual record of 95% of all non-exception license plates entering the space.

13.11 Submittals

- Shop Drawings and Specifications: Permit drawings that are stamped and signed by the appropriate discipline shall be submitted by the Vendor to the local Building Authority for review and approval. These drawings must be approved prior to installation for each item of parking equipment required.
- Show plans, elevations, dimensions, and details of equipment and other components, including pathway sizes, junction box locations, and distance limitations. Show layout and installation details, including anchorage details and relationship to adjacent building components. Submit a specification section for approval that is based on this section.
- Show plan layout for overhead sensors and signs, including but not necessarily limited to, routing for wires, and location of conduits.
- Vendor will be required to provide any additional routing of conduit necessary to support the PGS. The proposed conduit routing shall be shown on the drawings and shall be coordinated with the penetrations provided in the precast as appropriate.
- Product Data: Submit manufacturer's product data, specifications, and installation and maintenance instructions for each product and piece of equipment required. This shall also include:
 - a. Templates for anchor bolts and other items encased in concrete or below finished surfaces in sufficient time to not delay Work.
 - b. Wiring diagrams detailing wiring for parking control equipment operator, signal, and control systems differentiating clearly between manufacturer-installed wiring and field-installed wiring. Show locations and types of connections and network drops to electrical service provided as a unit of work under other Sections.
 - c. All necessary grounding and surge protection must be provided.
 - d. Maintenance Data and Instructions: Prior to the close of contract, submit for inclusion

in Owner's Operation and Maintenance Manual, four hard copies and two electronic copies of manufacturer's recommended maintenance procedures, and any special tools required for maintenance. This shall also include:

- i. Instructions for operating computer software system
 - ii. Recommended methods and frequency for maintaining equipment in optimum operating condition under anticipated traffic and use conditions
 - iii. Precautions against materials and methods that may be detrimental to finishes and performance. Provide list of cleaning agents required
 - iv. PGS schematics
 - v. System parts list and recommended spare parts list
- Reports: Provide a sample set of reports and a final set of reports once the custom reports have been established.
 - Service and warranty Personnel Qualifications: Submit personnel based on the requirements of this section for approval.
 - Test Scripts: Submit test scripts for all testing procedures 60 days prior to any testing.
 - Final As-Built Drawings in both Revit/AutoCAD, and searchable pdfs, as well as one hard copy shall be provided prior to the end of the contract. Pictures processes or installation documentation may be in jpg format, but no documents shall be in jpg format. Specifications shall be provided in MSWord and searchable pdf format. Wiring diagrams and all other documentation shall be in searchable pdf format.
 - Operating Manuals: Prior to the initiation of final testing and training, the Vendor shall deliver the following operation and maintenance manuals:
 - a. Supervisor Instruction Manual
 - b. Maintenance Manual
 - c. Troubleshooting Guide
 - d. System Administration Guide
 - Vendor shall deliver to the Owner original copies of all licenses, registrations, documentation, disks and other media as may have been included with those commercially available software packages provided with the system. In addition, the Vendor shall ensure that all licenses, registrations and warranties have been transferred to the Owner prior to final software turnover.

13.12 Assurety of Quality and Performance

- Vendor/Manufacturer Qualifications: The Vendor/Manufacturer of the equipment shall have a minimum of three installations of a similar size and complexity in the United States. Similar size and complexity shall mean at least 2 zones or levels and 1000 stalls in a single installation.
- Installer Qualifications: Experienced in the installation of PGS, capable of showing evidence of having successfully completed PGS installations with similar scope and complexity and recommended by the PGS manufacturer. Installation contractor/General needs valid contractor's license. All sub-contractors must be current, State Licensed contractors. State license must be current for the state where the Work will be performed.
- The Project Manager shall act as the main point of contact with the Owner's representatives and shall be responsible for managing and coordinating all aspects of the Work including project management, administration, coordination, and attending regularly scheduled meetings. Project Manager shall provide regular written communication throughout the course of the Work including a Daily Project Report and weekly project status updates from

the issuance of the Notice to Proceed.

- Personnel providing Service and warranty work for the PGS shall have factory training, and direct and local supervision. The Vendor shall allow Owner trained operations and maintenance staff to provide a factory trained technician to service the equipment without voiding the warranty.
- During the warranty period, should a specific part or piece of the PGS equipment require repair three or more times within any 30 calendar day period or have accumulated down time of 48 or more hours during any 30 calendar day period, that part or piece shall be replaced in its entirety with a new device at the expense of the PGS Vendor.
- All proposed locations for core drilling shall be submitted by CONTRACTOR to MSCAA for approval. No reinforcement bar shall be cut, and CONTRACTOR shall use conclusive methods to locate rebar prior to coring. The core drilling submittal shall include sizes, locations, number of holes proposed, and location of reinforcement.
- Camera sensor detection shall be unaffected by Vehicles parked in adjacent spaces.
- Camera sensor detection shall be unaffected detection signals of adjacent sensors.
- Camera sensor detection shall be unaffected by vehicle color or vehicle size.
- Camera sensor detection shall be unaffected changes in ambient lighting conditions including direct sunlight as well as complete darkness.
- Camera sensor detection shall be unaffected by temperatures, humidity, wind or rain.
- The camera vehicle detection rate should be at a minimum of 99% accuracy.
- The camera sensor's ability to reliably read LPN (license plate numbers) is essential.
- The system must achieve an N-0 factor rating for reading and registering vehicle plates of 93% based on a garage lighting LUX 2 rating of An N-0 factor means that ALL license plate characters must be read entirely, including stacked characters.
- The system must achieve an N-2 factor rating for reading and registering vehicle plates of 95% based on a garage lighting LUX 8 rating. An N-2 factor means that 4 of 6, 5 of 7, or 6 of 8 license plate characters must be read including characters, numbers and stacked characters. If additional symbols or characters are added to the recorded LPN, then it will be counted against read accuracy. (E.g., A plate reading "CBA 4321" can be missing any 2 of the numbers/letters for a successful N-2 score.) However, if there is a symbol or character added to this record, it will not count as a successful N-2 read.
- LUX is the measurement of light brightness in the stall area around the vehicle's plate.
- The PGS system must have the ability to provide "similar" vehicle LPN matches for less than N-0 LPN reads, to assist management/operations staff in identifying vehicles designated to park in specific spaces.
- Exceptions for vehicles with the following criteria will be identified and NOT count towards the N-0 and N-2 scoring as (a) Vehicles with no license plate, (b) Oversized vehicles not fitting entirely in a standard parking stall, (c) Vehicles with temporary windshield mounted plates, (d) Vehicles with clearly obstructed or blocked characters.

13.13 Warranty

- All parts, materials, and workmanship shall be warranted, beginning upon substantial completion, for a minimum period of 24 months. All-inclusive costs (parts, labor, maintenance, repairs, travel time, etc.) incurred during the warranty period shall be provided by the Vendor with no additional cost to the owner (MSCAA).
- Costs for repair or parts replacement, damaged or rendered unserviceable due to misuse,

- abuse and vandalism by the public or MSCAA staff are excluded as a warranty item.
- The warranty period on the PGS shall begin upon notification from the owner (MSCAA) at the time of substantial completion of the entire installation project.
 - Final maintenance checks shall be performed on all systems that are activated and operating prior to commencement of the warranty period. Maintenance services must be followed based on the manufacturer’s recommended maintenance procedures.
 - Software updates and reporting software must be included in warranty coverages.
 - The Vendor must comply with the following emergency services requirements during the warranty period, which includes onsite and remote service support:
 - a. Provide three methods of notification to be used for emergency contact information (telephone, email, SMS text message).
 - b. Acknowledge receipt of any emergency service request within 30 minutes of notification by MSCAA.
 - c. During normal business hours (8:00 AM to 5:00 PM Central Standard Time, Monday through Friday), Vendor shall begin remote emergency repair service within four (4) hours of the initial emergency service request by MSCAA. If a request is made outside of normal business hours, the remote emergency repair service shall begin by 10:00 AM CST the following business day. When remote service is unable to resolve the issue and on-site service is needed, on-site repairs shall begin within twenty-four (24) hours of the initial service request.
 - d. If the issue cannot be resolved within three business days following the initial notification by MSCAA, a temporary solution will be acceptable pending ownership approval.
 - e. Mitigating factors beyond the control of MSCAA, such as unexpected delays in parts, accidents, severe weather, and unusual traffic, must be thoroughly documented and reported to ownership the following business day. The MSCAA reserves the right to grant relief for any penalties associated with after-hours service contract requirements.

13.14 Training Plan

- Plan to include a summary description of training goals and outcomes for both system operators and maintenance personnel
- Agenda for each training session along with the designated trainer’s requirements.
- The Vendor must provide all User and Operations Manuals in hardcopy and electronic format to the owner (MSCAA) after completion of training.

14 RESPONSE STRUCTURE

It is not the intent of the Authority to restrict response preparation; however, to enable the Authority to evaluate each response in a uniform manner, all Respondents shall structure their response by submitting one (1) marked as “original” and six (6) marked “copies” of the response each in a three-ring binder with marked reference tabs containing the data requested and the forms provided in Sections 16 and 17 below. Respondents shall also include a USB drive with a complete digital copy of their response. **Submit data as requested in the following sections:**

14.1 Table of Contents

Respondent shall submit a Table of Contents outlining the response and shall include the tabs listed below.

14.2 Tab A – Company Information

Submitted under Tab A – Company Information, Respondent shall provide a brief company description, history, and financial status. In addition, Respondent must submit the requested information on the Respondent Information Form found in Section 16.1 below.

14.3 Tab B – References

14.3.1 Positive Comments

List four (4) references, with contact names and telephone numbers, for Parking Guidance System that are similar in size and scope of services to the Authority, who would have positive comments concerning their experience with your company. Please verify the names and phone numbers of person to be contacted.

14.3.2 Negative Comments

List one (1) reference, with contact name and telephone number, for Parking Guidance System that is similar in size and scope of services to the Authority, who would have negative comments concerning their experience with your company. Please verify the names and phone numbers of person to be contacted.

14.4 Tab C – DBE Inclusion

Discuss the ability and the intent of your firm to include DBE participation for this Contract. Respondent shall also include in this tab all required DBE documents/forms as stated in Section 6 above.

14.5 Tab D – Proposal Bond

All Respondents must include the original Proposal bond as described in Section 16.2. The selected Respondent will be required to submit at time of Contract an original Performance Bond as described in Section 9.4.

14.6 Tab E – Company Experience

14.6.1 Experience and Qualifications

Describe why your firm is well qualified to perform the work outlined in this RFP, include the number of years' experience in the industry and examples of comparable contracts that you have held. Proposer must show a minimum of five (5) years' experience utilizing the proposed solution servicing an account similar in size, scope and frequency or a minimum of three (3) projects in a similar facility in size, scope and frequency to the Authority's program listed herein.

14.6.2 Experience and Qualification of Installer (if different than manufacturer)

Provide projects including the physical location and address for each installation. Please describe the hardware components, including the product and version and the quantities for each project.

14.6.2.1 Previous experience working with equipment manufacturer, including providing installation and maintenance.

14.6.2.2 Number of years in business

14.6.2.3 Approval in writing by PGS manufacturer as a certified installer

16.6.2.4 Primary hardware components (same product proposed for this project) previously installed in a minimum of three (3) parking facilities

14.6.3 Other Relevant Experience

Indicate other relevant experience that shows the qualifications of the Respondent, and any subcontractors for the performance of the Contract.

14.6.4 Relevant Contracts

Include a list of contracts the Respondent has held during the last five (5) years that relate to the Respondent's ability to perform the services outlined in this RFP. Examples should include the relative size and complexity of other similar work. Show contract reference numbers, contract period, current and valid names of contact persons with telephone numbers and e-mail addresses. By including this list, the Respondent grants permission to the Authority to contact this client list.

14.7 Tab F – Value Added Features

Vendors should communicate any additional features of their technology that could be of benefit to the airport Number of years in business. Additional built-in features of the System, not requested in the above but available to the Airport. If these features require additional equipment or services, the Vendor should outline the cost implications of these as alternate line items.

14.8 Tab G – Attachments

Please complete Attachments A - E

14.9 Tab H - Pricing

Include pricing requirements for each year of the contract, based on the specifications in Section 13 of this RFP. Forms for completing pricing requirements may be found in Section 16.3. The proposal shall include the total charges to the Authority for services and replacement of uniforms covered by these specifications.

14.10 Tab I – Additional Data

Submit additional data, exhibits, statements, and drawings necessary to assure the Authority has a total understanding of the Response. Include any other material which your team believes would be helpful in evaluating the quality of your firm and its overall operations. The Authority may require an interview with short-listed Respondents to obtain a better understanding of their Response.

14.11 Tab J – Contract Changes

A sample contract may be found in Section 178 of this document. Please review the sample contract as it contains the Authority’s standard terms and conditions. The Authority may negotiate additional terms with the chosen Respondent as appropriate, and these terms will be incorporated into the Contract. The Authority reserves the right to change the sample contract; however, if changes are requested to this sample contract by the Respondent, the Respondent must submit those proposed changes under Tab J - Contract Changes for review and possible approval by the Authority. If no changes are submitted, the Authority’s interpretation will be the Respondent is accepting the Contract as shown in the sample contract. The successful Respondent will not be allowed to change the content of the sample contract terms which may be incorporated in the final Contract, unless those proposed changes are submitted under Tab J and approved by the Authority. **Do not return the sample contract with your response.**

14.12 Tab K – Executive Summary

Describe your team’s approach to providing the services in this RFP, identifying any unique or distinctive features, or alternatives to which the Respondent wishes the evaluation committee to give particular attention.

15 AWARD

15.1 Solicitation

Responses are solicited from all companies that wish to be considered for the services outlined in this Request for Proposals document. The Authority will make its selection from the information contained in the responses to the Request for Proposals submitted by the due date. All parties are encouraged to respond in depth with statements containing specific experience and qualifications related to this RFP in the format described herein.

15.2 Evaluation Criteria

The following criteria, although not exhaustive, may be used in the evaluation. The Authority reserves the right to change or modify the criteria. The following list in alphabetical order illustrates some of the criteria that may be used in the evaluation process.

15.2.1 Demonstrated ability to perform the services

15.2.2 Experience of Respondent including any subcontractors and installers

15.2.3 Oral Presentations

15.2.4 Responses of references

15.2.5 Pricing Schedule

15.2.6 Responsiveness, organization, and clarity of the submittal

15.3 Oral Presentation

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Response. The Authority, in its sole discretion, may elect to select the top scoring finalists from the written submittals for an oral presentation and final determination of Contract award. Should the Authority elect to hold oral presentations, the Authority will contact the top-scoring Respondent(s) to schedule a date, time, and location.

15.4 Final Selection

Once the oral presentations have been completed, those Respondents will be ranked, and the ranking approved by the Authority's Board of Commissioners. Subsequently, the Authority staff will attempt to contract with the number-one-ranked firm. If negotiations are successful, the selected firm shall be recommended to the President for final approval. If an appropriate Contract cannot be negotiated with the first choice, negotiations shall be terminated, and the second ranked firm may be contracted. This may continue until successful negotiations have been concluded or it is determined that it is in the Authority's best interest to cease negotiations and/or issue a new RFP.

15.5 The Authority's Right to No Award or Partial Award

Award will be made to the best qualified, responsive Respondent, if awarded. The Authority reserves the right to reject all responses, reject portions of any response, or accept the response deemed most advantageous to the Authority.

15.6 Cancellation

Should the successful Respondent fail to execute or meet the requirements of the Contract after it is executed, the Authority may cancel the Contract at once and award the Contract to the next most qualified, responsive Respondent.

15.7 Anticipated Contract Date

The Authority anticipates the commencement date of the Contract to be February 1, 2025.

16 REQUEST FOR PROPOSALS FORMS

16.1 Respondent Information Form (Required)

If Respondent is an INDIVIDUAL, fill out the following:

Individual's name: _____

If Respondent is a PARTNERSHIP, fill out the following:

<u>Partner Name:</u>	<u>Partner Address:</u>
_____	_____
_____	_____
_____	_____
_____	_____

If Respondent is a CORPORATION, fill out the following:

NAME OF CORPORATION PRESIDENT: _____

NAME OF CORPORATION SECRETARY: _____

All Respondents fill out the following:

NAME OF COMPANY: _____

PRINCIPAL BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

LOCAL STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

FEDERAL TAX ID #: _____

TELEPHONE NUMBER: _____ CELL NUMBER: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

SIGNATURE OF RESPONDENT: _____

16.2 Proposal Bond

PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned,

_____ as Principal and
(Insert full legal name and address or Respondent/Offeror)

_____ as Surety,
(Insert full name and address or legal title of Surety)

Licensed under the laws of the State of Tennessee to act on surety bonds for principals, are hereby held and firmly bound unto

Memphis-Shelby County Airport Authority
2491 Winchester Road, Suite 113
Memphis, Tennessee 38116-3856

in the sum of \$5,000.00, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal to Memphis-Shelby County Airport Authority for Parking Guidance System, Proposal Number 25-0001, and more fully described in said Request for Proposals and made a part hereof and incorporated herein by reference; and

WHEREAS, it is one of the conditions of the Request for Proposals that this Bond be executed prior to the award of the Contract;

NOW, THEREFORE, if the Proposal shall be accepted and the Principal shall enter into a Contract in accordance with the terms of such Proposal, and furnish such bonds and proof of insurance as required in the Proposal or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the performance thereof and in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bond, then this obligation shall be void, otherwise the same shall remain in full force and effect. The Principal or the Surety shall not be liable for any amount in excess of the sum stated in this Bond, and the obligation shall be in no way impaired or affected by any extension of time within which the Proposal may be accepted; and said Surety does hereby waive notice of any such extension.

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

PRINCIPAL

SURETY

Respondents Name

_____(Surety)

By: _____
Signature of Principal

By: _____
Signature of Attorney-in-Fact

Printed Name

Printed Name

Item	Description/Product	Unit QTY	Price	Sum Total
19	On-Premise Workstations : Long-term/Short-term Garage			\$0.00
20	On-Premise Workstations : Economy Garage			\$0.00
21	Routers - Long-term/Short-term Garage			\$0.00
22	Routers - Economy Garage			\$0.00
23	Communication Switches : Long-term/Short-term Garage			\$0.00
24	Communication Switches : Economy Garage			\$0.00
25	PGS System Software			\$0.00
26	Other Products/Services (Please Specify)			\$0.00
	Servers and Centralized Components Total			\$0.00
	Installation and Civil Work			
27	Installation & System Commissioning : Long-term/Short-term Garage			\$0.00
28	Installation & System Commissioning : Economy Garage			\$0.00
29	Project Management Fees : Long-term/Short-term Garage			\$0.00
30	Project Management Fees : Economy Garage			\$0.00
31	Owner/Operator System Training			\$0.00
	Installation and Civil Work Total			\$0.00
	API Integrations/Recurring Fees			
32	Cloud Server Licensing Fees (Annual)			\$0.00
33	API integration One-time setup fees - Specify interface (annual)			\$0.00
34	API integration licensing fees - Specify interface (annual)			\$0.00
35	API integration One-time setup fees - Specify interface (annual)			\$0.00
36	API integration licensing fees - Specify interface (annual)			\$0.00
37	API integration One-time setup fees - Specify interface (annual)			\$0.00
38	API integration licensing fees - Specify interface (annual)			\$0.00
39	API integration One-time setup fees - Specify interface (annual)			\$0.00
40	API integration licensing fees - Specify interface (annual)			\$0.00
41	<i>Insert and describe any additional recurring fees not listed</i>			\$0.00
42	<i>Insert and describe any additional recurring fees not listed</i>			\$0.00
43	<i>Insert and describe any additional recurring fees not listed</i>			\$0.00
44	Additional Features (Specify Product) : Long-term/Short-term Garage			\$0.00
45	Additional Features (Specify Product) : Economy Garage			\$0.00
46	Additional Features 2 (Specify Product) : Long-term/Short-term Garage			\$0.00

Item	Description/Product	Unit QTY	Price	Sum Total
47	Additional Features 2 (Specify Product) : Economy Garage			\$0.00
48	Additional Features 3 (Specify Product) : Long-term/Short-term Garage			\$0.00
49	Additional Features 3 (Specify Product) : Economy Garage			\$0.00
	API Integrations/Recurring Fees Total			\$0.00
	Post-Warranty Maintenance : Long-term/Short-term Garage <i>*ALL parts & labor to be included in coverage for this garage*</i>			
50	Post-Warranty Maintenance (Year 3)	1		\$0.00
51	Post-Warranty Maintenance (Year 4)	1		\$0.00
52	Post-Warranty Maintenance (Year 5)	1		\$0.00
53	Post-Warranty Maintenance (Year 6)	1		\$0.00
54	Post-Warranty Maintenance (Year 7)	1		\$0.00
55	Post-Warranty Maintenance (Year 8)	1		\$0.00
56	Post-Warranty Maintenance (Year 9)	1		\$0.00
57	Post-Warranty Maintenance (Year 10)	1		\$0.00
	Post-Warranty Maintenance: Long-term/Short-term Garage Total			\$0.00
	Post-Warranty Maintenance : Economy Garage <i>*ALL parts & labor to be included in coverage for this garage*</i>			
58	Post-Warranty Maintenance (Year 3)	1		\$0.00
59	Post-Warranty Maintenance (Year 4)	1		\$0.00
60	Post-Warranty Maintenance (Year 5)	1		\$0.00
61	Post-Warranty Maintenance (Year 6)	1		\$0.00
62	Post-Warranty Maintenance (Year 7)	1		\$0.00
63	Post-Warranty Maintenance (Year 8)	1		\$0.00
64	Post-Warranty Maintenance (Year 9)	1		\$0.00
65	Post-Warranty Maintenance (Year 10)	1		\$0.00
	Post-Warranty Maintenance: Economy Garage Total			\$0.00
	Overall Total with Warranty/Maintenance			
	Overall Total without Warranty/Maintenance			

By signing the RFP response and participating in this process, the Respondent asserts that he/she has read, understands and agrees to the terms and conditions contained in this RFP document and has full authority to submit the written and verbal responses on behalf of the entity for whom they are acting and that the information submitted to the Authority in the response is true, accurate and complete to the fullest extent possible and to the best of his/her knowledge and abilities.

Company Name: _____ Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Fax: _____ Email: _____
Signature: _____ Title: _____

17 DBE FORMS

17.1 DBE Assurance Statement/Letter of Intent (Required)

Submit on Company Letterhead for each DBE Subcontractor

DBE ASSURANCE STATEMENT/LETTER OF INTENT		
RESPONDENT:		
Name of Firm: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Telephone: _____		
DBE:		
Name of Firm: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Description of work to be performed by DBE: _____ _____ _____		
The Respondent is committed to utilizing the above-named DBE for the work described above. The estimated dollar value of this work is \$ _____, which is _____% of the total proposal.		
AFFIRMATION		
The above-named DBE affirms that it will perform the portion of the contract for the estimated dollar value as stated above.		
By: _____		
Signature of DBE and Title	Date	Name
By: _____		
Signature of 2 nd /3 rd Tier Subcontractor and Title	Date	Name
If the Respondent does not receive award of the prime contract, any and all representations in this letter of Intent and Affirmation shall be null and void.		
By: _____		
Signature of Respondent and Title	Date	Name

17.2 Respondent DBE Goals Accomplishment Statement (Required)

Submit on Company Letterhead

RESPONDENT DBE GOALS ACCOMPLISHMENT STATEMENT

The undersigned Respondent has satisfied the requirements of the bid/proposal specification in the following manner (please complete the appropriate spaces):

- The Respondent is committed to a minimum of 6% DBE utilization on this contract.
- The Respondent is unable to meet the DBE goal of 6% but is committed to a minimum of _____%

DBE utilization on this contract and submits the attached narrative and documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26. **The Respondent should attach as many pages as necessary to provide a full and complete narrative and supporting documentation of good faith efforts made. This narrative must be written on company letterhead and signed.**

Please provide an explanation for the percentage quoted above:

Provide an explanation of the DBE's participation and how this has been determined to meet the specific goal requirements of this solicitation in whole or part.

If DBE and company will enter into a Joint Venture, please describe the terms of the relationship and attach a copy of the contract between the parties. If the Respondent does receive award of the prime contract, Respondent commits to using the DBE subcontractor listed and described above to meet the DBE contract goal, pursuant to 49 CFR Part 26.

It is the present intent of the Respondent to utilize the specific DBE firms identified in this proposal in the execution of this contract. If for any reason, one or more of the DBE identified here are unable or unwilling to participate, the Respondent will make good faith efforts to replace the DBE with a similar DBE. The Authority DBE Good Faith Procedures are provided in this package and apply to this proposal.

Respondent's Name: _____

State Registration No.: _____

Federal Tax ID No.: _____

By: _____

Signature and Title

Date

17.4 Voluntary Disclosure of Respondent Data (Voluntary)

Do **not** submit this form on company letterhead

<u>VOLUNTARY DISCLOSURE OF RESPONDENT DATA</u>		
For Title VI Compliance, the Authority asks for <u>voluntary disclosure</u> of the following information:		
Gender:	Male	_____
	Female	_____
Race:	Caucasian	_____
	Black American	_____
	Hispanic American	_____
	Native American	_____
	Subcontinent Asian American	_____
	Asian-Pacific American	_____
	Other (please specify)	_____

Attachment B

Transition Plan:

Insert or attach a descriptive plan for implementing the new PGS with limited disruption to the customers garage access and existing PARCS users. Include a narrative describing the proposed strategy of commissioning the new PGS solutions infrastructure and devices, by garage.

Attachment C

Project Schedule:

Assume an estimated award of contract date of February 1, 2025.

Submit an attached detailed schedule for implementation, training, and testing including:

1. Gantt chart
2. Milestone dates clearly identified
3. Task start and completion dates
4. Phasing for each parking garage including installation of field devices, performance of acceptance testing, and activation for public use
5. Training schedule relative to system activation
6. Testing schedule relative to system activation
7. Contractor recommendations that will benefit the overall project schedule

Attachment E

Manufacturer/Vendor Reference List:

Please provide the following information for **3 installations** of matching size, complexity and configuration:

1. Project name/Location
2. Site contact name, Telephone number
3. Number of camera sensors, signs and equipment quantities
4. Date of Project Completion (Installation date)
5. *(If preferred, please provide your own Reference List documents)*

Project Name/Site	Site Contact	# of Spaces & Device Qty	Installation date

18 SAMPLE CONTRACT

CONTRACT

FOR

BY AND BETWEEN

THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

AND

THIS CONTRACT made and entered into this [day] day of [month], [year], (the “Contract” or “Agreement”), by and between _____. (“Company” or “Contractor”) and **Memphis-Shelby County Airport Authority**, a body politic and corporate organized and existing under and by virtue of the laws of the State of Tennessee, (“Authority” or “Sponsor” or “Owner”). The Authority and the Company may be referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH THAT:

For and in consideration of the mutual promises, covenants, and stipulations of each Party to the other, the Company agrees to provide the Authority with services on the terms and conditions set forth herein as follows:

1 PERFORMANCE

Company shall provide _____ to the Authority in accordance with the Scope of Services (“Scope of Services”), which is attached hereto as Exhibit A and incorporated herein by reference. The Authority and the Company agree that from time to time it may be necessary to add to, delete from, or amend the Scope of Services in order to better meet the needs of the Authority, as determined by the Authority in its sole discretion. In such event, the Parties shall, in writing, amend this Contract if the Parties reach an agreement on modifications of the Scope of Services and Compensation, which is defined in the “Compensation” section below.

2 COMPENSATION

For satisfactory performance, the Authority agrees to pay the Company in accordance with the Schedule of Compensation (“Compensation”) which is attached hereto as Exhibit B and incorporated herein by reference. The Authority agrees to remit payment to Company within thirty (30) days of receipt of a properly submitted and approved invoice with a complete itemization of the charges, including any and all supporting documentation. However, if Company has an outstanding debt with the Authority for any fees or expenses related to this Contract, and the debt is over thirty (30) days past due, the Authority reserves the right to deduct the amount owed from the Company’s submitted invoice. The Contract number must be included on the invoice in order for the invoice to be considered properly submitted.

3 TERM AND RENEWAL

The terms of this contract shall be for such time as is required to fulfill the obligations set forth herein, and as more particularly described in the RFP, Scope of Services in Section 13 above.

4 TERMINATION OF CONTRACT

The Authority may, at any time upon thirty (30) days written notice, terminate this Contract in whole or in part at any time, either for the Authority's convenience or because of failure by Company to fulfill the Contract obligations. Upon receipt of such notice, services shall be discontinued on the effective date of termination (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the Authority.

If the Authority terminates this Contract, the Authority shall be liable under the payment provisions of this Contract only for payment for services rendered and expenses incurred before the effective date of termination.

Company may terminate this Contract upon thirty (30) days written notice to Authority if Authority is in material breach of this Contract and fails to cure the breach before the end of the thirty (30) day notice period.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the Company had not so failed, the termination shall be deemed to have been affected for the convenience of the Authority.

The rights and remedies of the Authority provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

5 UPON TERMINATION

If this Contract is terminated prior to Company's completion of the services to be performed hereunder, then all finished or unfinished documents or other materials prepared or obtained by Company pursuant to this Contract shall become the Authority's property to the extent allowable by law and accounting standards. If this Contract is terminated prior to Company's completion of the services to be performed hereunder, Company shall return to Authority any sums paid in advance by Authority for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Company shall prepare an accounting of the services performed and money spent by Company up to the effective date of termination and shall return to Authority any remaining sums within thirty (30) days of such date.

6 DEFAULTS AND REMEDIES

6.1 DEFAULTS

Company shall be in default of this Contract upon the occurrence of any of the following events:

- a. If Company fails to comply with any of the provisions required of Company under this Contract, and such failure continues for a period of twenty-four (24) hours after written notice thereof is given to Company by the Authority; or
- b. If, by operation of law or otherwise, the right, title, or interest of Company in this Contract is transferred to, passes to, or devolves upon any other person, firm, or corporation without prior written consent of the Authority; or
- c. Upon the levy of any attachment or execution of any process of a court of competent jurisdiction which does or will interfere with Company's performance under this Contract, and which attachment, execution, or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days; or
- d. Upon the suspension, revocation, or termination of any power, license, permit, or authority that has the effect of preventing Company from performing under this Contract.

6.2 REMEDIES

Upon the occurrence of any one or more of the events as set forth above, or upon any other default or breach of this Contract by Company, the Authority may, at the Authority's sole option, exercise concurrently or successively, any one or more of the following rights and remedies without waiving such default or breach:

- a. Interplead funds to a court or pay any sum required to be paid by Company to parties other than the Authority, and which Company has incurred in connection with this Contract and failed to pay. Any amount so paid in good faith by the Authority, together with interest thereon at the maximum rate provided by law from the date of such payment, and all expenses connected therewith shall be repaid by Company to the Authority on demand; or
- b. Enjoin any breach or threatened breach by Company of any covenants, sections, terms, provisions, or conditions hereof; or
- c. Bring suit for the performance of any covenant devolving upon Company for performance or damage thereof, all without terminating this Contract; or
- d. Terminate this Contract upon ten (10) days written notice to Company, specifying date of termination and upon payment of all fees and expenses incurred prior to termination.

7 RIGHTS AND REMEDIES CUMULATIVE AND NOT EXCLUSIVE

All rights and remedies granted to Authority herein and any other rights and remedies which Authority may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that Authority may have exercised any remedy without terminating this Contract shall not impair Authority's rights thereafter to terminate or to exercise any other remedy herein granted or to which Authority may be otherwise entitled.

8 RECOVERY OF FEES AND EXPENSES

In the event of any claim or other matter in question between the Authority and Company arising out of, or relating to, this Contract or the breach thereof and in addition to any other remedies or recoveries provided herein, the Company shall be liable for and shall promptly reimburse the Authority for any cost or expense incurred by the Authority, including fees and expenses of its attorneys, consultants, and experts, as a result of (i) Company's failure to perform in accordance with the terms of this Contract; (ii) breach of the warranties and guaranties set forth in this Contract; or (iii) any successful action taken by the Authority to enforce the terms of this Contract.

9 WAIVER

Waiver by the Authority of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Contract can be waived except by written consent of Authority, and forbearance or indulgence by Authority in any regard whatsoever shall not constitute a waiver of same to be performed by Company to which the same may apply and, until complete performance by Company of the term, covenant, or condition, Authority shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

10 FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performance under this Contract (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (i) by causes beyond that Party's reasonable control and (ii) occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or Party to substantially meet its performance obligations under this Contract, provided that, as a condition to the claim of non-liability, the Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused; however, such delays shall not be grounds for an adjustment in Compensation.

11 ASSIGNMENT

The Company shall not assign the Contract or any part hereof or any monies due or to become due hereunder without the prior written approval of the Authority.

12 SUCCESSORS AND ASSIGNS

The Authority and the Company each binds itself and its partners, successors, executors, administrators and assigns, to the other Party of this Contract and to the partners, successors, executors, administrators, and assigns of such other Party with respect to all covenants, terms, provisions, and conditions of this Contract. Neither the Authority nor the Company shall assign, sublet, or transfer its interest in this Contract without the prior written consent of the other; provided, however, that claims for money due, or to become due the Company from the Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of such assignment or transfer shall

be furnished promptly in writing to the Authority. Except as provided for above, if Company should subcontract, assign, or transfer any part of Company's interests or obligations under this Contract without the prior written approval of Authority, it shall constitute a material breach of this Contract.

13 INDEPENDENT COMPANY

Company is an independent contractor with respect to all services performed under this Contract. Company accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Company on work performed under the terms of this Contract. Company shall defend, indemnify, save, and hold harmless the Authority from any claims or liability for such contributions, benefits or taxes. Nothing contained in this Contract, nor any act of the Authority or Company, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship with the Authority. The Company is not the Authority's agent and the Company has no authority, express, apparent or otherwise, to take any action or execute any documents on behalf of the Authority.

14 NO FINANCIAL INTEREST

Company understands and agrees that no Authority employee or member of the Board of Commissioners of the Authority, Memphis City Council, or Shelby County Board of Commissioners shall receive any financial benefit arising out of this Contract, either directly or indirectly.

15 INDEMNIFICATION

- a. Company shall defend, indemnify, and hold harmless the Authority and its commissioners, officers, agents and employees, from and against all claims, damages, demands, liability, losses, acts of God, costs, fines, and expenses of any nature whatsoever, including reasonable attorneys' fees, arising out of or resulting from any negligent acts or omissions in connection with Company's performance of this Contract, to the extent caused in whole or in part by Company or its employees, officers, agents, or subcontractors, or caused by others for whom Company is liable except to the extent of intentional misconduct of the Authority. The indemnity set forth in this section shall survive the expiration or earlier termination of this Contract.
- b. When the Company is obligated to provide the Authority a defense hereunder, it shall do so with qualified counsel that is selected by the Company and approved by the Authority. Such approval shall not be unreasonably withheld. In light of the Authority and the Company's continuing relationship, however, the potential for conflicts of interests exists if the same counsel represents both the Authority and the Company when the Company accepts the Authority's tender of defense under the indemnity provision of this Agreement. Therefore, the Authority retains the right to select its own counsel from a list of qualified attorneys provided by the Company or the Company's insurer. The selected counsel's fees and expenses shall be paid for by the Company or its insurer, and the counsel shall be different from that selected by the Company to represent it in the same matter.

16 LAWS, PERMITS AND LICENSES

Company shall abide by and observe all laws, ordinances, and regulations relating to the work to be done pursuant to this Contract. Company shall secure all permits and pay all license fees required by law before beginning the services.

17 INSURANCE REQUIREMENTS

See Exhibit C for Insurance Requirements.

18 DAMAGE TO AUTHORITY PROPERTY

Company agrees to promptly notify Authority of any damage caused to Airport property by Company. Company shall reimburse the Authority for costs associated with any damage to Authority property caused by Company, including damages arising from Company's activities on or use of Airport property or any of Company's representatives, managers, employees, agents, contractors, subcontractors, licensees or invitees for its use, conduct or activities. This provision shall survive the termination of this Contract.

19 AUDIT

The Authority shall have the right to audit this Contract along with any and all books, documents, and records relating thereto, as deemed necessary by the Authority, in its sole discretion. The books, documents, and records of Company in connection with this Contract shall be made available to the Authority in the Authority's offices or other locations in Memphis, Tennessee, acceptable to the Authority, within ten (10) days after a written request is made. The Authority may audit the Company's records at any time within three (3) years of each year ended June 30. The provisions of this section shall survive the expiration or earlier termination of the Contract by a period of no less than three (3) years.

20 GOVERNING LAW

This Contract shall be interpreted, construed and performance shall be governed by and in accordance with the laws of the State of Tennessee. Authority and Company irrevocably agree that should any litigation arise out of this Contract, it shall be brought in the state or federal courts in Shelby County, Tennessee.

21 SURVIVAL OF OBLIGATIONS

All obligations of the Parties that either expressly or by their nature survive the expiration or termination of this Contract shall continue in full force and effect subsequent to, and regardless of, this Contract's expiration or termination and until they are fully satisfied or by their nature expire.

22 UNCONDITIONAL OBLIGATION TO PROCEED

Notwithstanding anything herein to the contrary, when the Authority has requested work for which time is of the essence, the Company will proceed with the work even if it has a dispute with the Authority concerning the amount to be paid.

23 CONTRACT DOCUMENTS

The documents which comprise the entire Contract between the Authority and the Company (“Contract Documents”) consist of the following:

- a. This Contract
- b. Exhibit A – Scope of Services
- c. Exhibit B – Schedule of Compensation
- d. Exhibit C – Insurance Requirements
- e. Exhibit D – Required contract provisions for Airport Improvement Program and for Obligated Sponsors
- f. Exhibit E - Drawings

24 SEVERABILITY

In the event any provisions of this Contract shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

25 BONDS

The Company is required to furnish an original, certified copy of, or certified electronic copy of a Performance Bond and a Labor and Material Payment Bond at the time of Contract execution and prior to the start date of the Contract, in an amount equal to contract price, to guarantee the Company’s performance of the Contract. The bonds shall be made payable to the Memphis-Shelby County Airport Authority and shall remain in force for the duration of the Contract.

The bonds submitted by Company must include an original, certified copy, or certified electronic copy of the Power of Attorney authorizing the Attorney-in-Fact to execute the bonds on behalf of the Surety. The bonds provided to the Authority in connection with this Contract shall be executed by the Company and Surety, and duly issued by an insurer or corporate surety which:

- a. Is authorized to conduct insurance business and provide surety bonds in the State of Tennessee; and
- b. Is otherwise in compliance with the provisions of the Tennessee Insurance Code; and
- c. Is authorized by the United States Department of Treasury pursuant to 31 U.S.C. § 9304-9308; and
- d. Has an A- or better rating and a Financial Size Category of “Class VII” or higher according to the most current edition of Best’s Key Rating Guide; and
- e. Notwithstanding the provisions of (d) above, an insurer or corporate surety that is not rated by Best’s Key Rating Guide may be accepted by the Authority following a review or investigation of the insurer's or corporate surety's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity, and such other factors as the Authority may deem appropriate.

26 GENERAL WARRANTY AND CORRECTION OF WORK

The Company warrants to the Authority that all materials and equipment furnished in performance of the work, as described in the Scope of Services, (“Work”) will be new unless otherwise specified, and that all Work whether observed before or after the substantial completion date and whether or not fabricated, installed or completed. The Company shall bear all costs of correcting defective Work.

If, within one (1) year after the substantial completion date, any of the Work is found to be defective, the Company shall correct it promptly after receipt of a written notice from the Authority to do so.

All defective or non-conforming Work shall be removed from the site of the Work if necessary, and the Work shall be corrected to comply without cost to the Authority. The Company also shall bear the cost of making good all work of other contractors destroyed or damaged by removal or correction of the defective Work of Company.

If the Company fails to timely and properly correct defective Work, the Authority may correct it and hold the Company liable for all costs, expenses and damages, including attorney’s fees and litigation costs incurred by Authority in correcting it.

In addition to the foregoing warranty, a warranty period of one (1) year shall apply under the same terms and conditions as the original warranty, to any work, supplied in correction of defective work under warranty and the Company shall assign to the Authority any warranties, including extended warranties, which are available in connection with the performance of such correction of defective Work. The warranty period shall commence on the date the Authority accepts the corrective Work of the Company.

27 NOTIFICATION

All written notices, demands or requests of any kind that either Party desires to serve on the other Party in connection with this Contract may be served by hand-delivery or by mail at the addresses below or such other addresses as may be provided in writing. Any such notice or demand so served by mail shall be mailed or delivered by certified or registered mail with postage or fees thereon fully prepaid, and addressed to the Parties as follows:

If to Authority:

Memphis-Shelby County Airport Authority
Director of Procurement
2491 Winchester Road, Suite 113
Memphis, TN 38116-3856

Memphis-Shelby County Airport Authority
General Counsel
2491 Winchester Road, Suite 113
Memphis, TN 38116-3856

IN WITNESS WHEREOF, the signatures of the respective Parties by their duly authorized officers on the date first above written.

MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

[VENDOR]

By: _____

By: _____

Title: President and CEO

Title: _____

Approved as to Content:

By: _____

Title: Vice President of Finance & Administration/CFO

By: _____

Title: VP of Operations

Reviewed and Approved:

By: _____

Title: Director of Terminal Operations

Approved as to Form and Legality

By: _____

Title: General Counsel

Reviewed and Approved as to DBE Provisions:

By: _____

Title: Senior Manager of Business Diversity Development

EXHIBIT A
SCOPE OF SERVICES

INSERT SCOPE OF SERVICES

EXHIBIT B
SCHEDULE OF COMPENSATION

EXHIBIT C
INSURANCE REQUIREMENTS

Prior to commencing work, the Company and its Subcontractor, if any (hereinafter collectively called Company) shall procure and continuously maintain, at its sole cost and expense, with insurers' financially acceptable and lawfully authorized to do business in Tennessee and any other states where work or operations are performed on behalf of the Authority, the insurance coverage required herein. The minimum limits for the insurance coverage required herein are listed below unless higher limits are required by law.

C.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

All General Liability policies of insurance with respect to work to be performed under the Contract and submitted by the Company, whether it be separate policies or on a combined form, must be written on an occurrence basis. Acceptance by Authority of insurance submitted by the Company does not relieve or decrease in any manner the liability of the Company for performance of the work required under the Contract, nor alter Company's indemnification obligations under the Contract. The Company shall increase such minimum limits upon written request from the Authority. The Company is responsible for any losses, claims, and costs of any kind which the Company's insurance does not cover.

C.1.1 COMMERCIAL GENERAL LIABILITY

Company's insurance coverage shall be on an occurrence coverage form, with coverage at least as broad as that provided under the current edition of the *Insurance Services Office Commercial General Liability Policy, CG 00 01 @*, and shall provide coverage for bodily injury, property damage, personal injury, advertising injury, premises and operations, products and completed operations. There shall be no limitations or exclusions beyond those contained in CG 00 01 04 13 which apply to property damage, products and completed operations, or contractual liability.

Company shall maintain Commercial General Liability with limits not less than:

- \$1,000,000** bodily injury and property damage per occurrence
- \$1,000,000** personal and advertising injury per occurrence
- \$2,000,000** products and completed operations aggregate
- \$2,000,000** general aggregate

C.1.2 AUTOMOBILE LIABILITY

Company shall maintain coverage for liability with respect to the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Company. The coverage shall be at least as broad as the current edition of the *Insurance Services Office Business Automobile Policy, CA 00 01 @* and include Symbol 1 'any auto'.

\$ 1,000,000 combined single limit each accident

If Company's scope of services is mandated by State and/or Federal DOT regulations, Company will be in compliance with all applicable mandates at all times.

C.1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Company shall maintain Workers' Compensation coverage in accordance with the statutory requirements and regulations of the State of Tennessee, and shall voluntarily provide workers' compensation coverage for proprietors, partners or others not statutorily required to maintain workers compensation insurance. Coverage shall endorse the Authority as an Alternate Employer and provide a copy of such endorsement to the Authority.

Company shall maintain Employer's Liability insurance of not less than:

\$1,000,000 for bodily injury by accident

\$1,000,000 for bodily injury by disease

\$1,000,000 policy aggregate

C.1.4 UMBRELLA LIABILITY

Company shall maintain umbrella liability coverage on an occurrence coverage form, with coverage following form to the coverages provided by the current editions of the *Insurance Services Office Commercial General Liability Policy, CG 00 01 @*, the *Insurance Services Office Business Automobile Policy, CA 00 01* and *Insurance Service Office Workers' Compensation and Employers Liability Policy WC 00 00* in accordance with the statutory regulations of the State of Tennessee with coverage not less than

\$5,000,000 per occurrence

\$5,000,000 annual aggregate

C.1.5 CYBER LIABILITY

Company shall maintain Cyber Liability insurance in an amount not less than:

\$ 3,000,000 per incident

\$ 3,000,000 policy aggregate

C.1.6 PROFESSIONAL LIABILITY INSURANCE

Per Claim and in the Aggregate: **\$ 3,000,000**

Contractor must provide professional liability insurance appropriate for their profession. Architectural and engineering firms must provide coverage for liability

arising out of design errors and omissions. The policies shall provide a three (3) year extended reporting period.

C.2 DEDUCTIBLES, SELF-INSURED RETENTIONS OR SELF-INSURED PROGRAMS

Any deductibles, self-insured retentions or self-insured programs must be declared to and approved in advance by the Authority and shall be fully disclosed and identified within the Certificate of Insurance. At the option of the Authority, Company shall reduce the deductible or self-insured retention to a maximum of \$10,000 or eliminate such deductibles or self-insured retentions applicable to claims involving the Authority, its officials and employees, or the Company shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention amount.

The self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits of liability. Any policy of insurance that either specifies self-insurance or a self-insured retention or that is maintained by Company shall contain a provision to the effect that the insolvency or bankruptcy of the insured shall not relieve the insurance company of any obligation under the policy.

C.3 OTHER INSURANCE PROVISIONS

The required insurance shall contain the following additional provisions:

C.3.1 ADDITIONAL INSURED

The Memphis-Shelby County Airport Authority, including the Authority's commissioners, officers, employees and agents, shall each be included as additional insured on Company's Commercial General Liability, Pollution Liability, Auto Liability, and Umbrella Liability policies with respect to claims or liabilities arising from, or connected with Company's work or operations. The additional insured endorsements shall be at least as broad as the current edition of the Insurance Services Offices forms **CG 20 10@** and **CG 20 37@**.

C.3.2 PRIMARY COVERAGE

Company's required insurance coverage, including umbrella liability, shall be primary insurance, and any insurance or self-insurance maintained by the Authority shall be in excess of and non-contributory with Company's insurance.

C.3.3 SEVERABILITY OF INTEREST

Except with respect to the limits of insurance, Company's required insurance shall apply separately to each insured or additional insured.

C.3.4 WAIVER OF SUBROGATION

To the fullest extent permitted by law, Company agrees to waive all rights of subrogation against the Authority, including the Authority's commissioners, officers, employees and agents and shall cause each of its contractors and subcontractors to waive their rights of subrogation against the Authority, including

the Authority's commissioners, officers, employees and agents for all costs or expenses, losses, damages, claims, suits or demands, howsoever caused:

- a. To real or personal property, including but not limited to vehicles, equipment, and tools owned, leased or used by the Company or the Company's employees, agents or subcontractors; and
- b. To the extent such loss, damage, claims, suits or demands are covered, or would have been covered, by the required or any other insurance, except professional liability to which this requirement does not apply, maintained by the Company.

This waiver shall apply to all first party property, equipment, vehicle and workers' compensation claims, unless prohibited under applicable state statutes, and all third-party liability claims. This waiver shall also apply to all deductibles, retentions or self-insured layers applicable to the required or any other insurance, except professional liability to which this requirement does not apply, maintained by the Company. If necessary, the Company agrees to secure endorsements to the required insurance policies to permit waivers of subrogation in favor of the Authority as required hereunder. The Company further agrees to hold harmless and indemnify the Authority for any loss or expense incurred as a result of the Company's failure to obtain such waivers of subrogation from the Company's insurers.

C.3.5 NOTICE OF CANCELLATION

Should the Company cancel, fail to renew or make changes to any insurance policy required herein, and/or receive advance written notice from the insurer prior to the cancellation, termination, revocation of or any adverse material change to any insurance coverage required hereunder, the Company shall immediately notify the Authority in writing of same. If any of the insurance is cancelled, the Company shall cease operations until such insurance can be provided.

C.3.6 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to do business in the State of Tennessee having an A- or better rating and a Financial Size Category of "Class VII" or higher according to the most current edition of Best's Key Rating Guide.

C.3.7 VERIFICATION OF COVERAGE

The Company shall furnish the Authority with a certificate of insurance evidencing the required coverage prior to the commencement of work or operations. The Company agrees to submit an insurance certificate(s) such that the Authority has a certificate evidencing current required coverage at all times. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on Company's behalf. **Copies of endorsements providing coverage for additional insureds, primary, non-contributory coverage, permitting waiver of subrogation, and**

earlier notice of cancellation shall also be provided to the Authority. Renewal certificates shall also be provided to the Authority prior to the expiration of the required insurance policies.

If required by the Authority's legal counsel, the Company agrees to provide true and certified copies of the required insurance policies within fifteen (15) days of receipt of written request from the Authority. In the event renewal policies have not been issued by insurer(s), the Company agrees to provide complete copies of insurance binders issued to evidence coverage required by this Contract until such time as the actual policies are received from insurer(s).

Failure of the Authority to request such certificates or other evidence of Company's compliance with insurance requirements, or failure of the Authority to identify deficiencies from evidence that is provided, shall in no way limit or relieve Company of its obligations to maintain such insurance.

C.3.8 SUBCONTRACTORS

The Company shall require their contractors and subcontractors to maintain same insurance coverage and minimum limits as is herein required of the Company, as well as provide proof of subcontractors' insurance coverage to the Authority.

C.3.9 LEASED EMPLOYEES

Use of leased employees by Company is expressly prohibited without the Authority's prior written permission. If permitted by the Authority, Company shall:

- a. Provide the Lessor with a complete copy of agreement with employee leasing company;
- b. Require leasing company to provide workers' compensation and employers liability insurance with limits in amounts not less than required of Company;
- c. Require leasing company to provide standard Alternate Employer Endorsement WC 00 03 naming the Authority as alternate employer on leasing company's workers' compensation and employers liability policy;
- d. Require leasing company to provide waiver of subrogation in favor of Lessor on leasing company's workers' compensation insurance policy; and
- e. Provide the Lessor with a copy of leasing company's certificate of insurance, with endorsements, evidencing the required coverage.

c.3.10 NO REPRESENTATION OF COVERAGE ADEQUACY

In specifying minimum Company insurance requirements, the Authority does not represent that such insurance is adequate to protect Company from loss, damage or liability arising from its work. Company agrees that it is Company's responsibility

to identify its own risks and protect itself accordingly and understands that the Authority accepts no liability for any such uninsured risks howsoever arising.

The insurance requirements set forth in minimum amounts shall not be construed to relieve Company for liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as is available to it under any other provision of the Contract. Any acceptance of certificates of insurance by the Authority shall in no way limit or relieve Company of its duties and responsibilities under the Contract, including the duty to indemnify and hold harmless the Authority.

The remainder of this page left blank intentionally.

EXHIBIT D

**REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT
PROGRAM AND FOR OBLIGATED SPONSORS**

Federal Laws and regulations require that recipients of federal assistance include contract provisions in certain contracts without modification. The provisions in this section apply to this Agreement. The Company shall incorporate the applicable provisions, as indicated in this section, in all of the subcontracts that it enters into for work to be performed related to this Agreement.

Certain provisions must be included in all sponsor contracts, regardless of *whether or not* the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

1 GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to 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 disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subtier 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. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obliged to the Federal Aviation Administration.

2 TITLE VI COMPLIANCE WITH NON-DISCRIMINATION 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 Acts 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 Nondiscrimination Acts and Authorities, 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 Nondiscrimination Acts And Authorities 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 Nondiscrimination Acts And Authorities 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 2.1 through 2.6 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.

3 TITLE VI LIST OF PERTINENT NON-DISCRIMINATION ACTS AND 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:

- (1) 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);
- (2) 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);
- (3) 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);
- (4) 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;
- (5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- (6) 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);
- (7) 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);
- (8) 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;
- (9) 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);

- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-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;
- (11) 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);
- (12) 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.).

4 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT E

DRAWINGS

<https://flymemphis.com/wp-content/uploads/2024/09/MSCAA-drawings.zip>