



# **Request for Proposals**

## **Parking & Access Control System (PARCS) Equipment**

Cedar Rapids Airport Commission  
The Eastern Iowa Airport  
2121 Arthur Collins Parkway SW - Suite 10  
Cedar Rapids, IA 52404

Release Date:

**December 22, 2025**

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### **RFP EXHIBITS**

- Exhibit A - Existing Parking System
- Exhibit B - PARCS Specifications
- Exhibit C - Sample Contract
- Exhibit D - General Terms and Conditions
- Exhibit E - Insurance and Indemnifications Requirements

### **ATTACHMENTS**

- Attachment 1: Signature Page
- Attachment 2: PARCS Proposal Form
- Attachment 3: PARCS Price Proposal Forms
- Attachment 4: Exceptions & Substitutions
- Attachment 5: Non-Collusion Affidavit
- Attachment 6: Performance and Maintenance Bond Certification

# Request for Proposal PARCS Equipment

## 1.0 Schedule of Events

Name of the Proposal	<b>Request for Proposals – PARCS Equipment</b>
Date of Issuance	December 22, 2025
Pre-Proposal Meeting	January 5, 2026 at 3:00 PM (CST) (Virtual)
Deadline for Questions	January 30, 2026 by 2:00 PM (CST)
Final Addendum Posted	February 6, 2026
Deadline for Proposal Submittal	February 13, 2026 2:00 PM (CST)
Interviews (if needed)	Week of February 23 (Date and time TBD)
Recommendation for Award	March 23, 2026 (tentative)
Submit Proposal to:	The Eastern Iowa Airport Administrative Office 2121 Arthur Collins Parkway SW – Suite 10 Cedar Rapids, IA 52404
Method of Submittal	Mail or Overnight Delivery, In Person Fax or e-mailed proposals <b>are not</b> acceptable
Contact Person, Title	Caleb Mason, Director of Properties & Business Development
E-mail Address	<a href="mailto:c.mason@flyCID.com">c.mason@flyCID.com</a>
Phone	(319) 731-5734

## 2.0 Background

Proposals are requested by the Cedar Rapids Airport Commission ("**Commission**") to provide a Parking Access & Revenue Control System ("**PARCS**") at the Eastern Iowa Airport ("**Airport**"). Proposals will be opened by Commission staff at the specified date and time and a recommendation from Commission staff will be presented to the Commission at the date tentatively indicated in the proposal.

- 2.1 In all cases, only written communications are binding.
- 2.2 The Commission reserves the right to schedule proposer interviews at its discretion in order to fully evaluate competing proposals.
- 2.3 The Commission reserves the right to reject any and all proposals.
- 2.4 Late proposals will be returned unopened to the sender.
- 2.5 Failure to supply any information requested to accompany proposals is cause for rejection of the proposal as non-responsive. The Commission reserves the right to request additional information if clarification is needed.
- 2.6 Proposals may not be withdrawn for a period of 90 days from the opening date to allow for a full evaluation and to make an award deemed in the best interests of the Commission.

### 3.0 General Information

The Eastern Iowa Airport (“**CID**”) is a regional facility that serves more than one million passengers annually. The primary market is based in Linn and Johnson counties. The true airport market encompasses a much larger geographic area including the areas north into Black Hawk County, west into Benton and Tama counties, north/northeast to Dubuque County, south/southeast to Washington County, and western Illinois.

Five airlines serve the Eastern Iowa Airport: Allegiant Air, American Airlines, Delta Air Lines, Frontier Airlines, and United Airlines. Presently, there nonstop flights to 18 destinations and more than 400 one-stop connections. The nonstop destinations are: Atlanta, Charlotte, Chicago, Dallas/Ft. Worth, Denver, Minneapolis, Las Vegas, Orlando Sanford, Orlando International, Phoenix-Mesa, Punta Gorda/Ft. Myers, Phoenix Sky Harbor Washington DC, and seasonal service to Los Angeles, Sarasota, Miami and Nashville.

Airport Parking System Information		
Fiscal Year	Parking Lot Gross Revenue	Vehicles
2022	\$6,480,358	204,998
2023	\$7,616,519	232,993
2024*	\$9,919,128	257,003
2025	\$10,216,701	265,455

\*Parking fee increase effective January 2024

Airport Parking System Information	
Parking Location	Spaces
Long Term	621
Short Term	3,696
Employee Parking	230

Activity Summary for Calendar Year			
Fiscal Year	Enplaned Passengers	Deplaned Passengers	Total Passengers
2022	612,256	605,112	1,217,368
2023	692,603	689,402	1,381,975
2024	758,603	757,281	1,514,750
2025*	684,434	684,915	1,369,269

\*Calendar year-to-date through January-October 2025

### 4.0 Existing Parking System

- 4.1 All parkers enter through either one of two toll plazas – short term parking and long-term parking. The long-term parking bifurcates into two (2) lanes each with a ticket dispenser. The short term has two (2) ticket dispenser. All parkers exit from a single Toll Plaza with five (5) booths. The current PARCS consists of gates, ticket dispensers, card readers, fee computers, fee displays, and validators, license plate inventory (LPI) hand held units with system software, DataPark revenue control system including software associated with the system, setup, maintenance, and reports, Credit Card exit verifiers and power pads with associated validators, printers, and data caps associated with automatic credit card verification. The majority of the PARCS is connected via a fiber optic cabling system. The remaining cabling is connected via CAT 5 multi-conductor cable. A map of the public parking lot with a general description of equipment at each entrance and exit are attached as Exhibit A. Rental Car Ready parking and ground transportation vehicle (taxicab, limousine, bus, etc.) is separate from the public parking area and not be integrated in the PARCS.

- 4.2 Current public parking rates are listed below and are subject to change by the Commission at any time:

Public Parking Rates		
Interval	Short Term	Long Term
0 - 20 minutes	Free	Free
21 - 30 minutes	\$2	\$2
60 minutes	\$3	\$3
additional 1/2 hr.	\$1	\$1
Daily	\$18	\$11

- 4.3 **Employee Parking:** Tenant employees with offices or places of business on the Airport shall be permitted to park in a designated employee parking lot, at a rate of \$50.00 per month or at a discounted rate of \$480.00 annually. The Commission has the option of implementing a charge for tenant employee parking. If implemented, parking lot operator will be in charge of invoicing and collection of tenant employee parking fees. If employee parking lot is full, tenant employees may use the long-term parking lot at no charge. Entrance and exit pass card will be provided to employees using the long-term public parking lot. One (1) parking space in the short-term public parking lot is available for each tenant's manager.
- 4.4 **Aircraft Crew Parking:** Aircraft crew of air transportation companies shall be permitted to park within the long-term parking lot for a fee of \$50.00 per month with annual payment option that discounts the fee \$480.00 per year. Entrance and exit pass cards will be issued to the aircraft crew. Parking lot operator is in charge of invoicing and collection of aircraft crew fees.
- 4.5 **Lost Ticket Fee:** The lost ticket fee is \$18.00 for the short-term or long-term parking lots, plus, the parking rate is calculated using the number of days of which the patron's vehicle was included in the nightly license plate inventory. The maximum daily rate applies to both the date of entry and the date of exit as well. For patrons not on the overnight license plate inventory, the charge shall be for one day at that facility's maximum daily rate.

## 5.0 **Scope of Work**

- 5.1 The Proposer shall provide and implement a Parking Access & Revenue Control System (PARCS) at locations identified below and identified in Exhibit A, and pursuant to the technical specifications as described in Exhibit B.
- 5.2 The scope of work includes the parking facilities listed below.
- 5.3 Furnish and Install System at the following locations:
- 5.3.1 West entrance to the Short-Term Parking Lot (2 Lane)
  - 5.3.2 East Entrance to the Short-Term Parking Lot (2 Lane)
  - 5.3.3 West Entrance to the Long-Term Parking Lot (2 Lanes)
  - 5.3.4 East Entrance to the Long-Term Parking Lot (2 Lanes)
  - 5.3.5 Existing Exit Plaza (5 Lanes)
  - 5.3.6 Employee Parking Lot (2 Lanes – one lane in / one lane out)
  - 5.3.7 Commercial Operators Lane (1 lane)
- 5.4 The Proposer will assist the Commission's engineer in the design of the site improvements necessary to accommodate the PARCS, to be bid as a separate project of the Commission. Proposer's work will be required to be completed concurrently with the Commission's site contractor.

## 6.0 Instructions to Proposers

- 6.1 All proposals must be received in a sealed envelope at the Administrative Office (date and time stamped) by 2:00 PM on February 13, 2026 (our clock), in order to be considered. The Administrative Office is located at The Eastern Iowa Airport, 2121 Arthur Collins Parkway SW – Suite 10, Cedar Rapids, Iowa 52404. Proposals will not be received at any other office or department, and proposals sent via facsimile or email will not be accepted. If a proposal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation '**SEALED RFP – PARCS EQUIPMENT**' due by **2:00 PM on February 13, 2026**. The Proposer must submit one (1) original and one (1) electronic copy in PDF format on a Universal Serial Bus portable flash memory card (USB flash drive).
- 6.2 The Commission reserves the right to accept or reject any or all proposals and to waive any informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.
- 6.3 The Commission is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the Commission, or any other means of delivery employed by the Proposer. Similarly, the Commission is not responsible for, and will not open, any proposal responses that are received later than the date and time stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.
- 6.4 Wherever requested throughout this document, a company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the Commission that you have read, understand, and will comply with the Instructions and all Terms and Conditions attached hereto. The Commission reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
- 6.5 The Proposer, by submitting its proposal, acknowledges that it has read and understands the Attachments and Exhibits of the **SEALED RFP – PARCS EQUIPMENT**, and that the Proposer shall be able to perform as required.
- 6.6 Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by **January 30, 2026 by 2:00 PM (CST)**. The Company shall promptly notify Caleb Mason, Director of Properties & Business Development, by e-mail [c.mason@flyCID.com](mailto:c.mason@flyCID.com) upon discovery of any ambiguity, inconsistency, or error in this RFP. All questions will be responded to in the form of written addenda to all Companies. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page.
- 6.7 Important Exceptions to Contract Documents - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on *Attachment 4: Exceptions & Substitutions* form. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
- 6.8 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification due to "non responsiveness".
- 6.9 The proposal shall be submitted in accordance with and meet all of the requirements set forth in the Proposal Forms, which are attached hereto. The Proposer shall fill in all blank spaces in the applicable Proposal Forms and initial all interlineations, alterations or erasures in its proposal. The Proposer shall not delete, modify or supplement the printed matter on the forms or make substitutions thereon. The Proposer's completed proposal forms and narrative content shall constitute its proposal. It shall be conclusively presumed that the Proposer did,

before submitting a proposal, read all addenda, posted decisions and other informational items relevant to the RFP which appeared at <https://flycid.com/business/business-opportunities>.

## **7.0 Preparation of Proposal - Proposal Narrative**

7.1 The Proposer should prepare its proposal in the format described below and must ensure that each page of its proposal is identified with the following:

- 7.1.1 Parking Access & Revenue Control System (PARCS)
- 7.1.2 Proposer's name
- 7.1.3 Page number

### **7.2 Format**

- 7.2.1 Proposals shall be printable on 8 ½" x 11" paper.
- 7.2.2 Proposals shall use the font type and size of Arial 11 point.
- 7.2.3 Proposals shall be in a format and sequencing commensurate with the RFP (in the order the requirements are listed).
- 7.2.4 Proposals shall include a table of contents.
- 7.2.5 Proposals shall include tabbed or bookmarked sections.
- 7.2.6 The proposal narrative shall not exceed 20 pages distributed among the main sections as shown after the heading of each section below. This page limit does not include resumes, cover letter, and required forms and submittals. Resumes should be limited to one (1) page per individual.

## **8.0 Proposal Narrative Content**

This section describes the required contents of proposals. Additional submittal requirements are outlined in the project technical specifications in Exhibit B. Proposer shall ensure requirements in this section are included in submitted proposal.

Proposals shall be organized into the following sections:

### **8.1 Cover Letter**

The Proposer shall prepare a cover letter, not exceeding two pages in length, which summarizes the key points in the proposal. It should include the full name of the corporation, firm or joint venture members and all proposed subcontractors. If the Proposer is made up of more than one firm, the legal relationship between those firms must be described. The cover letter must include a statement committing the availability of the key personnel. The letter must be signed by a person who is authorized to sign the Contract with the Commission.

If the Proposer believes any information, data, process or other material in its proposal should be considered by the Commission to be confidential or proprietary, the Proposer shall identify that material with specificity as to the page and paragraph and on what basis it believes the material is proprietary or confidential.

### **8.2 Project Understanding**

Prepare a statement which describes the Proposer's understanding of the work involved in performing the Scope of Work. This statement shall include:

- 8.2.1 An understanding of the proposed Scope of Work.
- 8.2.2 Describe how the proposed technical solution is the best technology fit for the Eastern Iowa Airport.

- 8.2.3 Discuss the complexity, challenges and problems involved in planning and performing that work.
- 8.2.4 Describe the project approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues.
- 8.2.5 Any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.
- 8.2.6 Proposal Submittal Documents
  - a. Attachment 1: Signature Page
  - b. Attachment 2: PARCS Proposal Form
  - c. Attachment 3: PARCS Price Proposal Forms
  - d. Attachment 4: Exceptions & Substitutions
  - e. Attachment 5: Non-Collusion Affidavit
  - f. Attachment 6: Performance and Maintenance Bond Certification
- 8.2.7 Submit a completed *Attachment 3: PARCS Price Proposal Form* with total PARCS cost and unit cost of each component. An electronic version of the Price Proposal Form is provided to all Proposers who submit proposals on the project. Proposers will complete the forms by inserting the proposed unit costs and information in the “unit cost” cells. The extension and summary cells in the form will self-calculate.
  - a. Note that the spreadsheet has multiple tabs for the various pricing components. All tabs are summarized and totaled on the first tab of the spreadsheet.
  - b. Proposers will not modify any formulas in the form without prior approval from the Commission.
  - c. For instances where Proposers wish to include a separate line item that is not already listed, use one of the “Additional Items” line items provided.
  - d. Proposers will submit the completed Price Proposal Form, in Microsoft Excel format, as part of their electronic proposal submittal on a single flash drive for all electronic submittals.
  - e. Failure to follow these instructions will invalidate a Proposer’s response.
  - f. Refer to electronic version posted as ‘*Attachment 3 - PARCS Price Proposal Form.xlsx*’.
  - g. Proposed costs should include budget for travel expenses to include lodging, airfare and meals for the project.
- 8.2.8 Submit a completed *Attachment 4: Exceptions and Substitutions List Form* identifying any clarifications, deficiencies, exceptions or errors in the specifications:
  - a. Substitutions: Where functional performance features or quality of system varies from that specified, identify substitution being proposed.
  - b. Include catalog sheets, brochures, and/or technical specifications of the proposed substitution.
  - c. An electronic version of *Attachment 4: Exceptions and Substitutions List Form* is provided to all Proposers who submit proposals on the project.
  - d. Proposers will submit the completed form in Microsoft Excel format, as part of their electronic proposal submittal.



- e. If no exceptions or substitutions are proposed, Proposer shall write “None” in the Exceptions and Substitutions List Form.
  - f. Failure to follow these instructions will invalidate a Proposer’s response.
  - g. Refer to electronic version posted as ‘*Attachment 4 PARCS – Exceptions and Substitutions List Form.xlsx*’.
- 8.2.9 Submit the PARCS system architecture including field devices, data concentrators, signs, servers, workstations, and connectivity requirements.
- 8.2.10 Submit a project schedule that includes major milestones (including submittal dates, design reviews, equipment installation, server configuration, testing, training, acceptance testing, project closeout) from notice to proceed to system acceptance. *(Note, the Proposer will be required to coordinate efforts assisting with the design of necessary site modifications by the Proposer’s system to allow the Commission to design and bid the site work, and completing such work in coordinate with the site contractor’s work).* The project schedule should include:
  - a. Gantt chart format.
  - b. Milestone dates clearly identified.
  - c. Task start and completion dates.
  - d. Associated deliverables.
  - e. Associated travel (show number of site visits).
  - f. Narrative description of phasing for each area of work including installation of field devices, performance of acceptance testing and activation for public use.
  - g. Training schedule relative to system activation.
- 8.2.11 Submit an installation plan that includes:
  - a. Order of installation
  - b. Methods to reduce the number and duration of closed gates/lanes
  - c. Rollout plan best practices for keeping customers informed and directed through the installation
- 8.2.12 Submit cut sheets for all equipment and all other components that contain the following:
  - a. Equipment dimensions
  - b. Equipment mounting requirements, including proposed mounting height for sensors and indicators
  - c. Power requirements and load
  - d. Communication requirements
  - e. Operating temperature ranges
  - f. NEMA/IP ratings
- 8.2.13 Submit software applications and versions and materials showcasing software features.
- 8.2.14 Submit screen shots of the PARCS application dashboards.
- 8.2.15 Submit Proposer’s PARCS standard report sample including report descriptions, selectable data fields, and report layouts for all standard reports.
- 8.2.16 Additional submittal requirements are outlined in the project Technical Specifications in Exhibit B. Proposer shall ensure requirements in this section are included in submitted proposal.

- 8.2.17 Submit Manufacturer recommended maintenance procedures.
  - a. Describe the anticipated Commission staffing requirements for successful day-to-day ongoing operations.
  - b. Provide options for support and maintenance.
  - c. Explain your approach to ongoing product support.
  - d. Explain system upgrade cycles and upgrade methodology, explain the level of Commission involvement during upgrades.
- 8.2.18 Submit standard API document used to send data to signs and the Commission website.
- 8.2.19 Submit Manufacturer's Qualification
  - a. In continuous operations for previous three (3) years.
  - b. For the three (3) most recently installed, complete projects of comparable magnitude and complexity provide the following for each installation:
    - i. Name of project
    - ii. Location
    - iii. Contact name, telephone number and email address
    - iv. Date of installation
    - v. Number of spaces and signs installed
    - vi. Description of equipment and interfaces
- 8.2.20 Submit Installer qualifications (if Installer is a different entity than the Manufacturer):
  - a. Proven ability to install equipment and provide appropriate and required service and support after installation.
  - b. Approved in writing by PARCS manufacturer(s).
  - c. For the three (3) most recently installed, complete projects of comparable magnitude and complexity provide the following for each installation:
    - i. Name of project
    - ii. Location
    - iii. Contact name, telephone number and email address
    - iv. Date of installation
    - v. Number of spaces and signs
    - vi. Description of equipment, quantities, and interfaces installed
- 8.2.21 Personnel
  - a. Prepare an organizational chart which identifies the Proposer's and subconsultants' project manager, installation manager, and other key personnel who would perform work under the Agreement.
  - b. Include the title and a description of the work each person would perform.
  - c. Include a resume and qualifications of each person.
  - d. If an individual will not be assigned to the project on a full-time basis, indicate the percentage of time that person would be dedicated to work on the project.

## **9.0 Proposal Content and Evaluation Criteria**

- 9.1 Proposals will be evaluated by the Commission's Evaluation and Selection Committee based upon the criteria shown below. If no criteria weighting is shown, then the criteria are listed in their relative order of importance. Although some of the criteria may be given more weight than others, each Proposer is expected to provide the Commission with a

comprehensive proposal which allows the Commission to perform a complete evaluation against the criteria.

9.2 Selected Proposers may be invited to participate in an interview/demonstration stage of the evaluation process. Proposers should be prepared to respond to questions related specifically to their proposals and other pertinent matters with respect to the RFP.

9.3 The Commission reserves the right to reject any or all proposals.

9.4 Proposal Criteria

Expense to the Airport	40 Points
Solution Functionality and Technical Design	30 Points
Relevant Experience	10 Points
Project Timeline	10 Points
Support and Maintenance	10 Points
<b>Total</b>	<b>100 Points</b>

#### **10.0 Performance and Maintenance Bonds**

Prior to the beginning work at CID, the Contractor shall provide a performance and maintenance bond in the form of *Attachment 6: Performance and Maintenance Bond Certification* for the penal sum of the cost of the PARCS plus the installation and training. The bond must be executed by a corporation authorized to contract as a surety in Iowa satisfactory to the Commission.

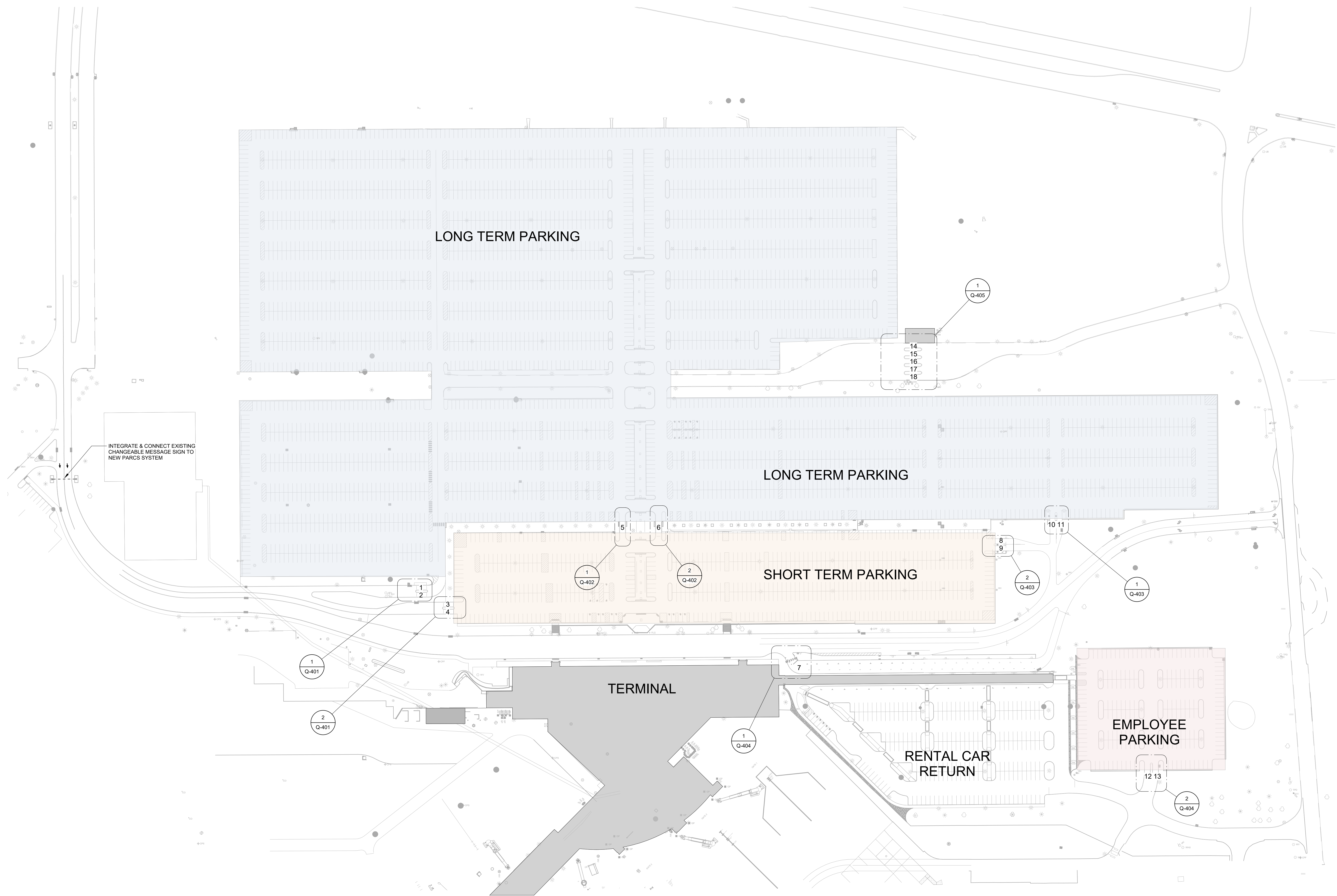
#### **11.0 Insurance Requirements**

The successful proposer shall purchase and maintain insurance in accordance with the insurance requirements set forth in Exhibit E to protect the proposer and the Commission throughout the duration of the project. The Contractor shall not commit any act which could invalidate any policy of insurance. The Contractor shall defend, indemnify and hold harmless the Commission in accordance with the indemnification requirements set forth in Exhibit E and be subject to all terms and provisions set forth therein.

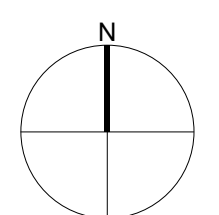
Prior to beginning work at the Airport, the Contractor shall provide certificates of insurance and endorsements showing that the Contractor has obtained the insurance conforming to the requirements in Exhibit E.

**EXHIBIT A  
EXISTING PARKING SYSTEM**

**[See following pages attached]**



**1 PARCS LOCATION PLAN**  
1" = 80'-0"



**EASTERN IOWA  
AIRPORT (CID)  
PARCS REPLACEMENT**

CEDAR RAPIDS, IOWA

11-19-2025 CONTRACT DOCUMENTS		
MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT SUBMISSION		
ISSUE DATE: NOVEMBER 19, 2025		
PROJECT NO: 21-005574.00		
DRAWN BY: LPM		
CHECKED BY: BAM		

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SHEET TITLE:  
**PARCS LOCATION PLAN**

**Q-101**





Diagram illustrating the installation of a vehicle detector loop. The loop is rectangular, measuring 6'-0" in length and 2'-6" in width. The loop is formed by 16 or 18-gauge XLPE twisted conductor wires. The wires are connected to a vehicle detector unit. The loop is installed in a sawcut pavement slot, which is 1 1/4" wide by 1" deep. The slot is installed at a 45-degree angle. The loop is filled with 3M detector loop sealant or an approved equivalent.

**NOTES:**

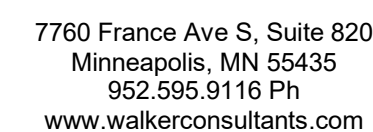
- VEHICLE DETECTOR
- 16 OR 18-GAUGE XLPE TWISTED CONDUCTOR WIRES TO LOOP DETECTOR UNIT IN CONDUIT.
- SAWCUT PAVEMENT 1 1/4" WIDE BY 1" DEEP. INSTALL 4 TURNS OF 16-GAUGE XLPE SINGLE CONDUCTOR WIRE. FILL SLOT WITH 3M DETECTOR LOOP SEALANT OR AN APPROVED EQUIVALENT.

- NOTES:** SECTION FOR AN APPROVED EQUIVALENT.
1. EXISTING LOOPS MAY BE UTILIZED BY THE INSTALLING PRACTICE VENDOR. VENDOR SHALL WARRANT EXISTING LOOPS AS REQUIRED FOR THE PROPOSED SYSTEM. TYPICAL.
  2. VERIFY SIZE OF LOOP, SIZE OF WIRE AND NUMBER OF TURNS AND NUMBER OF TWIST PER FOOT IN LOOP LEADS WITH DETECTOR SUPPLIER BEFORE INSTALLATION.
  3. LOOP LEAD RUNS SHALL HAVE (4) TWIST PER FOOT AND ARE LIMITED TO 30 FEET.
  4. LOOP AND LOOP LEAD WIRE SHALL BE 16-GAUGE ALP CONDUCTOR STRANDED WIRE. ALL WIRE TO BE CONTINUOUS WITHOUT SPLICES.
  5. COORDINATE INSTALLATION WITH GENERAL CONTRACTOR.

### 3 CONDUCTOR LOOP DETAIL

### ELECTRICAL NOTES:

1. ALL EXPOSED CONDUIT TO BE RIGID HOT DIPPED GALVANIZED.
2. COORDINATE WITH CIVIL AND ELECTRICAL INTERFACES FOR POWER SUPPLY AND DATA LINE TRAVELERS. HOME RUNS FROM ISLANDS TO ELECTRICAL CLOSET & TELE DATA ROOM AND EMBEDDED CONDUITS IN ISLANDS BY GENERAL CONTRACTOR. FINAL LAYOUT OF EMBEDDED CONDUITS SUPPLIED BY PARCS VENDOR.
3. POWER AND COMMUNICATIONS SHALL BE ROUTED IN SEPARATE CONDUITS. VOLTAGE DROP SHALL BE LESS THAN 3%. CONDUITS AND CONDUCTORS SHALL BE SIZED PER THE NATIONAL ELECTRICAL CODE REQUIREMENTS. CONSULT ELECTRICAL ENGINEER FOR DETAILS.



CEDAR RAPIDS, IOWA

	11-19-2025	CONTRACT DOCUMENTS
MARK	DATE	DESCRIPTION
REVISIONS		
ISSUE:		PROJECT SUBMISSION
ISSUE DATE:		NOVEMBER 19, 2025
PROJECT NO:		21-005574.00
DRAWN BY:		LPM
CHECKED BY:		BAM

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SHEET TITLE:  
**ENLARGED LAYOUT PLANS**

Q-401

ENLARGED LONG TERM/SHORT TERM  
FREE GATE-1

ENLARGED LONG TERM/SHORT TERM  
FREE GATE-2

SHEET NOTES

1. SEE SHEET Q-401 FOR TYPICAL NOTES AND DETAILS.



7760 France Ave S, Suite 820  
Minneapolis, MN 55435  
952.595.9116 Ph  
[www.walkerconsultants.com](http://www.walkerconsultants.com)

EASTERN IOWA  
AIRPORT (CID)  
PARCS REPLACEMENT

CEDAR RAPIDS, IOWA

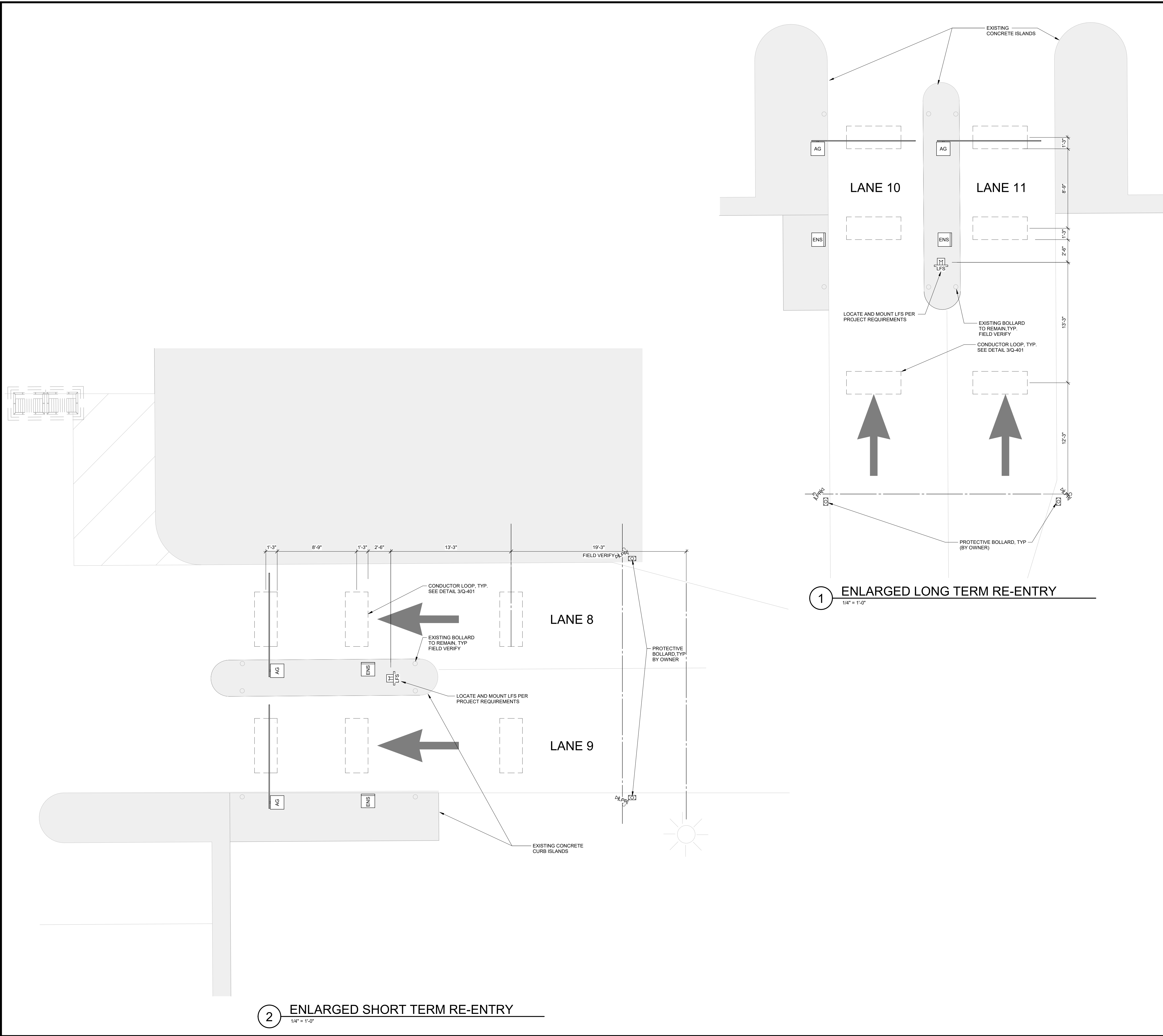
[illegible]

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SHEET TITLE:  
ENLARGED LAYOUT PLANS

Q-402

11/19/2025 9:08:15 AM J:\Minneapolis\21-005574-00\_CID\_PARCS\_Replacement\R24.rvt J:\Minneapolis\21-005574-00\_CID\_PARCS\_Replacement\R24.rvt



SHEET NOTES

1. SEE SHEET Q-401 FOR TYPICAL NOTES AND DETAILS.

**WALKER**  
CONSULTANTS

7760 France Ave S, Suite 820  
Minneapolis, MN 55435  
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www.walkerconsultants.com

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PARCS REPLACEMENT

CEDAR RAPIDS, IOWA

CONTRACT DOCUMENTS		
MARK	DATE	DESCRIPTION
REVISIONS		
ISSUE: PROJECT SUBMISSION		
ISSUE DATE: NOVEMBER 19, 2025		
PROJECT NO: 21-005574.00		
DRAWN BY: Author		
CHECKED BY: Checker		

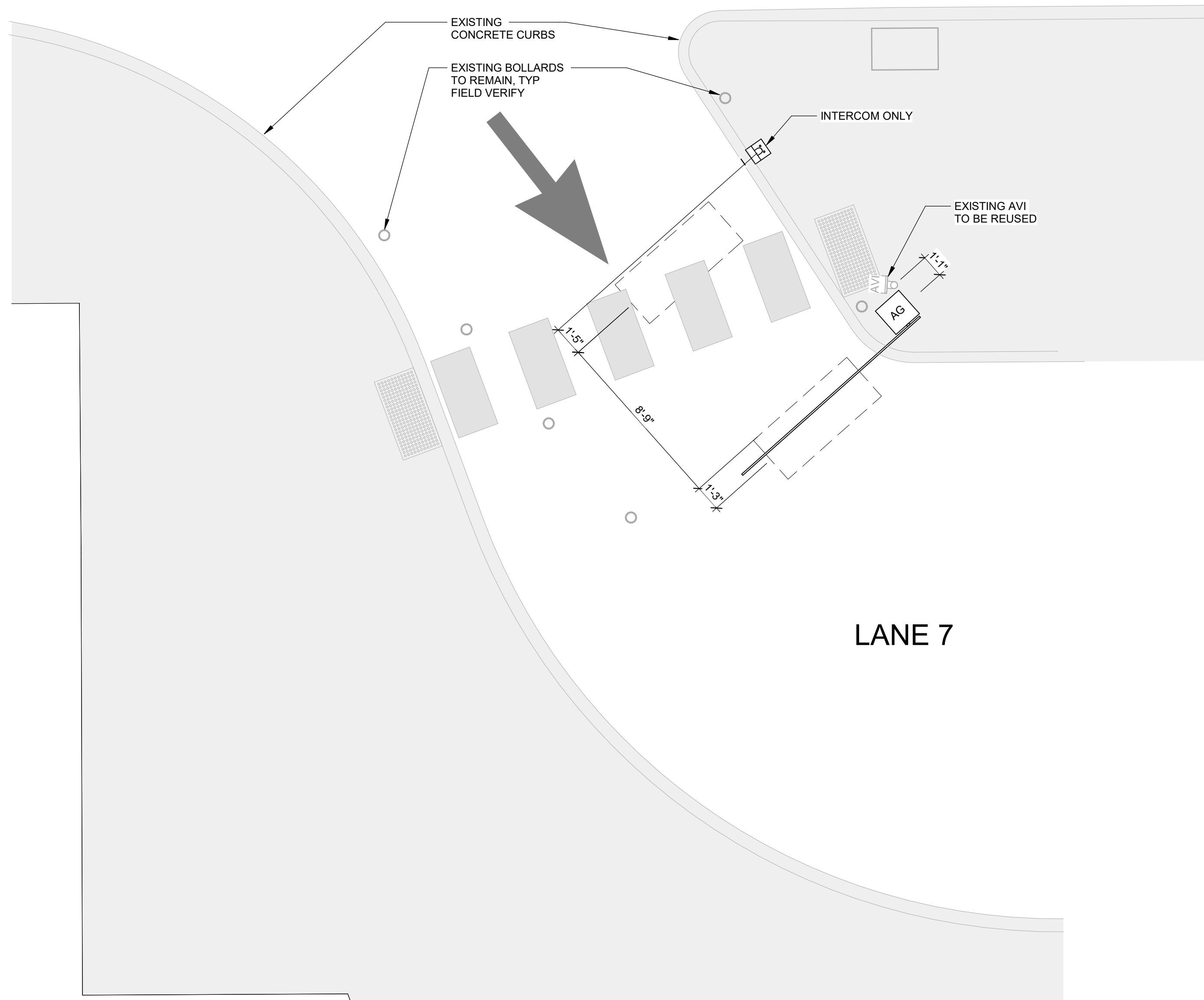
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SHEET TITLE:  
ENLARGED LAYOUT PLANS

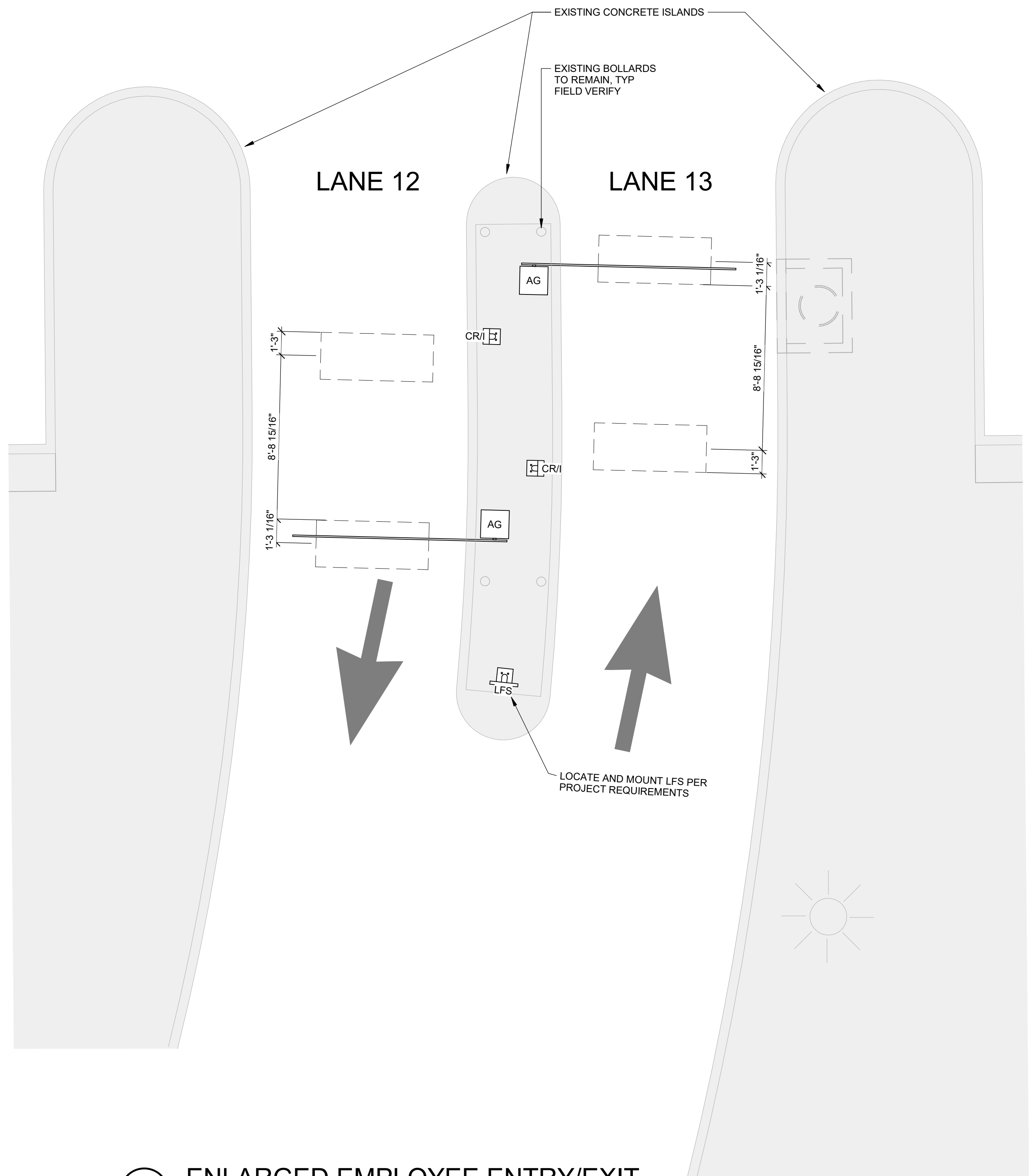
Q-403



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1 ENLARGED COMMERCIAL ENTRY  
1/4" = 1'-0"



2 ENLARGED EMPLOYEE ENTRY/EXIT  
1/4" = 1'-0"

SHEET NOTES

1. SEE SHEET Q-401 FOR TYPICAL NOTES AND DETAILS.



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EASTERN IOWA  
AIRPORT (CID)  
PARCS REPLACEMENT  
  
CEDAR RAPIDS, IOWA

11-19-2025 CONTRACT DOCUMENTS		
MARK	DATE	DESCRIPTION
REVISIONS		
ISSUE: PROJECT SUBMISSION		
ISSUE DATE: NOVEMBER 19, 2025		
PROJECT NO: 21-005574.00		
DRAWN BY: LPM		
CHECKED BY: BAM		

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Q-404



**EXHIBIT B**  
**PARCS SPECIFICATIONS**

**[See following pages attached]**

## **SECTION 11 12 26.00 - PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)**

### **GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related to this Section:
  - 1. Project Drawings
- C. Codes and Regulations:
  - 1. Comply with all applicable Federal, State and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein and compliant with the Owner internal policies.
  - 2. Obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations.
  - 3. Compliant with Owner's internal policies for the proper execution of the work specified herein.
  - 4. Comply with Federal and State right-to-know laws if hazardous materials are used. The Materials and Safety Data Sheets (MSDS) shall be made available to all workers and Owner representatives. PARCS Vendor shall report immediately to the Owner any spillage or dumping of hazardous materials on Owner property. The PARCS Vendor shall also be responsible for the cleanup and any costs incurred for all such incidents.
  - 5. Keep current copies of all licenses, registrations or permits required by applicable governing agencies on the job site while performing the contract work and provide copies to Owner as requested during the performance of this contract.
  - 6. Payment Card Industry (PCI) compliance is required.
  - 7. Comply with the requirements of the American with Disabilities Act (ADA) including the 2010 ADA Standards for Accessible Design and any state or local jurisdiction requirements for accessibility, communication and use by individuals with disabilities and compliant with any Owner internal policies. Contractor is responsible for determining which parts of the PARCS must be ADA compliant.
  - 8. The following is a list of standards referenced in the contract documents. The latest revision in effect for each standard at the time of Notice-To-Proceed (NTP) shall be used in conjunction with the contract documents.
    - a. ADA
    - b. CFR
    - c. ANSI X9.24, Financial Services Retail Key Management
    - d. Federal Communications Commission emission limits
    - e. FIPS 140-2
    - f. International Electrotechnical Commission (IEC) 529

- g. ISO 9001
  - h. ISO/IEC 7816 parts 1 through 3
  - i. ISO/IEC 14443
  - j. ISO/IEC 18092 / ECMA-340, Near Field Communication Interface and Protocol-1
  - k. ISO/IEC 21481 / ECMA-352, Near Field Communication Interface and Protocol-2
  - l. NFPA 70
  - m. NFPA 130
  - n. National Electrical Code
  - o. Payment Card Industry Data Security Standard (PCI DSS)
  - p. Payment Card Industry Point to Point Encryption (PCI P2PE)
  - q. UL Standard 60950, "Information Technology Equipment – Safety"
  - r. UL 325
9. The PARCS Vendor shall identify and notify the Owner of any changes to the standards that are instituted between the time of NTP and PARCS implementation and certify that their software meets these requirements.
10. All units that are developed, procured, or used by federal agencies shall also meet Section 508 Standards for Information Communication Technology.

## 1.2 DEFINITIONS

### A. List of abbreviations:

- |     |       |  |
|-----|-------|--|
| 1.  | ADA   | Americans with Disabilities Act                            |
| 2.  | ANSI  | American National Standards Institute                      |
| 3.  | API   | Application Programming Interface                          |
| 4.  | APGS  | Automated Parking Guidance System                          |
| 5.  | AVI   | Automated Vehicle Identification                           |
| 6.  | BG    | Barrier Gate   |
| 7.  | BLE   | Bluetooth Low Energy                                       |
| 8.  | CBEMA | Computer and Business Equipment Manufacturers' Association |
| 9.  | CDMS  | Central Data Management System                             |
| 10. | CFR   | Code of Federal Regulations                                |
| 11. | CT    | Cashier Terminal   |
| 12. | EMV   | Europay, MasterCard, and Visa                              |
| 13. | ENS   | Entry Station  |
| 14. | EXS   | Exit Station   |
| 15. | FACTA | Fair and Accurate Credit Transactions Act                  |
| 16. | FAT   | Factory Acceptance Test                                    |
| 17. | FDR   | Final Design Review  |
| 18. | GPR   | Ground Penetrating Radar                                   |
| 19. | GUI   | Graphical User Interface                                   |
| 20. | HA    | High Availability  |
| 21. | IP    | Intrusion Protection                                       |
| 22. | IRW   | Image Review Workstation                                   |
| 23. | ISO   | International Organization for Standardization             |
| 24. | LAT   | Lane Acceptance Test                                       |

25.	LED	Light Emitting Diode
26.	LPR	License Plate Recognition
27.	NEMA	National Electrical Manufacturers Association
28.	NEC	National Electrical Code
29.	NFC	Near Field Communication
30.	NTP	Notice to Proceed
31.	ODBC	Open Database Connectivity
32.	ODT	Operational Demonstration Test
33.	PARCS	Parking Access and Revenue Control System
34.	PCI	Payment Card Industry
35.	PCI P2PE	PCI Council Certified Point to Point Encryption
36.	PCI DSS	Payment Card Industry Data Security Standard
37.	PIL	Pay in Lane
38.	PIN	Personal Identification Number
39.	POF	Pay on Foot
40.	QA/QC	Quality Assurance/Quality Control
41.	SDD	System Design Documents
42.	SDR	System Design Review
43.	SQL	Structured Query Language
44.	UL	Underwriters Laboratories, Inc.
45.	UPS	Uninterruptible Power Supply
46.	VM	Virtual Machine
47.	VMS	Variable Message Sign
48.	VoIP	Voice over IP (internet Protocol)

### 1.3 SUMMARY

- A. Furnish and install an on-line, real-time Parking Access and Revenue Control System (PARCS) functioning in the manner described herein. The project is located at the Eastern Iowa Airport (CID) located at 2121 Arthur Collins Pkwy SW, Cedar Rapids, IA 52404.
- B. References in this section to "Contractor" include any Subcontractor performing Work related to the PARCS.
- C. Identify any clarifications, deficiencies, exceptions or errors in the Specifications or Drawings in Contractor proposal. Deficiencies or discrepancies in the Specifications or Drawings do not relieve the Contractor of the responsibility to provide a fully functional, reliable PARCS as intended by the design. Clarifications and exceptions to the design taken by the Contractor must be clearly stated in the proposal and are subject to Owner approval.
- D. Summary of Parking Lane and Supplementary Equipment:
  - 1. Lane Equipment:
    - a. Eight entrance lanes – four each in Long Term and Short Term Lots – each containing:

- 1) ENS equipped with:
    - a) Ticket dispenser.
    - b) Virtual keypad on display for entry of a phone number identifier
    - c) Barcode reader.
    - d) Proximity card reader.
    - e) Intercom with pinhole camera.
  - 2) Auto gate with inductive loops.
  - 3) LPR Camera
  - 4) UPS (Add / Alternate)
  - 5) Lot Full sign.
  - 6) Wiring and activation of existing signs indicating full / closed. Or signs may be replaced with a similar sign at the discretion of the proposer.
  - 7) Protective bollards. (Reuse existing and coordinate location of new bollards to be provided and installed by owner.)
- b. Five exit lanes containing:
- 1) EXS equipped with:
    - a) Ticket reader.
    - b) Virtual keypad on display for entry of a phone number identifier
    - c) Payment card reader.
    - d) Barcode reader.
    - e) Proximity card reader.
    - f) Intercom.
    - g) PIL with Cash Acceptance (Bills only) (Lane 2, only)
  - 2) Cashier Fee Computer (Lane 1 only)
  - 3) Auto gates with inductive loops.
  - 4) LPR Camera
  - 5) UPS (Add / Alternate)
  - 6) Protective bollards (Reuse existing and coordinate location of new bollards to be provided and installed by owner.)
- c. Two Contract-only lanes (Employee Lot)
- 1) Prox Card reader
  - 2) Intercom
  - 3) Auto Gate with inductive loops
  - 4) Protective bollards (Reuse existing.)
- d. One AVI-only lane at the shuttle bus entry
- 1) AVI reader (to be reused along with existing tags)

- 2) Intercom
      - 3) Auto Gate with inductive loops
      - 4) Protective bollards (Reuse existing).
    - e. Two gate-only passages ST to LT lot.
      - 1) Auto Gate with inductive loops
      - 2) Radio remote control activator with remotes.
      - 3) Protective bollards (Reuse existing).
  2. Other Equipment:
    - a. Parking Office
      - 1) Staff Intercom Station
    - b. Other equipment as specified herein.
- E. See Drawings for equipment locations.
- F. Work Included:
  1. Review Drawings and Specifications to be certain that all functional requirements, as described, can be achieved with equipment to be supplied.
  2. Provide Submittals as specified.
  3. Coordinate with Owner for the concrete network infrastructure requirement of the new PARCS.
  4. Coordinate and confirm final and precise layout of PARCS equipment, mounting structures, conduits, stubs, and anchor bolts with Owner prior to installation.
  5. Attend construction meetings, provide schedules as requested, and schedule fieldwork to be coordinated with Owner.
  6. Provide and install all PARCS equipment as described and specified.
  7. Provide and install mounting structures necessary for the PARCS equipment.
  8. Provide and install all software, ancillary components, and materials to provide a complete and functioning PARCS and the interconnection with any Owner-supplied equipment.
  9. Provide, install, terminate, and connect all necessary communications wiring and conduit required for the PARCS.
  10. Provide, install, terminate, and connect any power conditioning that is required for the operation of the system.
  11. Comply with all applicable codes and standards.
  12. Authorize and accept responsibility for application of power to equipment and initiation of operation.
  13. Run all initial diagnostics and system testing necessary to provide a complete working system.
  14. Participate in system commissioning as required herein.
  15. Test equipment as specified.
  16. Provide as-built drawings, operating manuals, maintenance manuals, as specified.
  17. Provide training as specified.
  18. Remove and dispose of existing PARCS in accordance with applicable laws and codes.



19. For any PARCS components or equipment being removed that are within scope of the PCI-DSS as defined in the most-current version of the standard, securely dispose of such components or equipment using techniques described in the standard (PCI-DSS 4.0, Section 9.4 and its subsections, or as revised).
20. Provide warranty services as required.

G. PARCS Future System Expansion:

1. Readily upgradable, scalable, and modular in design to accommodate additional equipment, parking facilities, features and functionalities including the following:
  - a. Additional PARCS field devices.
  - b. Additional parking facilities.
  - c. Additional integrations (loyalty programs, pre-booking platforms, business intelligence tools, Bluetooth, etc.).
  - d. Provide publicly available API's for integrating with third party applications.

#### 1.4 REQUIRED MEETINGS

- A. System Design Review (SDR) meeting: Conduct initial SDR meeting within forty-five (45) days of contract award (after final contract negotiations) and follow-up as needed. Purpose of SDR is to review the Contractor's System Design Documents (SDD), which include the following Proposal Submittals and Informational Submittals:
1. Product Data Submittals
  2. Typical Lane Layouts
  3. Project Schedule
  4. Phasing Plan
  5. Transition Plan
  6. Samples
  7. Training Plan
  8. Testing Plan
- B. Pre-Installation Meeting: Conduct meeting at project site thirty (30) days in advance of time scheduled for work to proceed to review requirements and conditions that could interfere with successful PARCS implementation. All parties concerned with PARCS installation including electrical, communications, concrete/asphalt work, or others who are required to coordinate work should attend. Include the Owner or their representatives. At a minimum, cover:
1. Required preparatory work
  2. Site safety and security requirements
  3. Required work areas and laydown requirements
  4. Review installation and implementation schedule
  5. Review testing and acceptance procedures
- C. Construction Meetings: Participate in weekly (or as mutually agreed) construction meetings. Provide an agenda at least 24 hours in advance of the meeting and minutes at most 36 hours after the conclusion of the meeting.

## 1.5 SUBMITTALS

### A. Proposal Submittals

#### 1. Company Information

##### a. Provide the following company information:

- 1) Name of company submitting proposal.
- 2) Brief company overview including a description of the company culture, company structure, and a statement on whether the company is a private or public entity.
- 3) Years in business.
- 4) Number of employees.
- 5) Annual sales volume.
- 6) List of key accounts.
- 7) Names and titles of key personnel. Identify the primary point of contact and authorized individual to submit the proposal on behalf of your company.

##### b. Provide a list of any subcontractors, their business address, and a brief summary of their role in the project.

##### c. Description of the Contractor's presence in the local area.

- 1) Physical location of the nearest service center for PARCS maintenance and repairs.
- 2) Number of staff at this location.
- 3) Number of contractor-owned service vehicle at this location.

#### 2. Manufacturer's Qualifications: Verify the following, in writing:

##### a. In continuous operations for previous five years.

##### b. Primary components installed and operating in three or more facilities of similar size and complexity. Provide the following for each installation.

- 1) Name of project
- 2) Location
- 3) Contact name, telephone number and email address
- 4) Date of installation
- 5) Number of lanes
- 6) Description of equipment and quantities
- 7) Payments accepted
- 8) Credential types used
- 9) Photos of installed PARCS

#### 3. Installer Qualifications:

##### a. In continuous operations for previous five years.

##### b. Proven ability to install equipment and provide appropriate and required service and support after installation.

- 1) Approved in writing by PARCS manufacturer(s).
  - 2) State number of years installing for manufacturer.
  - 3) Three comparable installations in parking facilities of similar size and complexity in past three years.
  - 4) Provide the following for each installation.
    - a) Name of project
    - b) Location
    - c) Contact name, telephone number and email address
    - d) Date of installation
    - e) Number of lanes
    - f) Description of equipment and quantities
    - g) Payments accepted
    - h) Credential types used
    - i) Photos of installed PARCS
- c. Service Center located within two-hours driving distance of site.
- d. Organizational Chart - include names, title, and roles of individuals who will be assigned to this project including any subcontractors.
- e. Include resumes for key personnel.
4. Project Approach – Submit the following:
  - a. Executive summary of your team’s proposed PARCS solution for completing the scope of work, as described, including any unique PARCS features and functionalities that will enhance customer service and facilitate greater operational efficiencies.
  - b. Detail the plan for design, installation, implementation, training, and testing.
  - c. Description of the Contractor’s approach for post-installation customer service.
5. Project Schedule based on the anticipated project milestone dates outlined herein:
  - a. Milestone dates clearly identified
  - b. Task and subtask start and completion dates
  - c. Narrative description of phasing for each area of work including installation of field devices and performance of acceptance testing
  - d. Training schedule relative to system activation
6. Product Data Submittals:
  - a. List of each primary component of system and the manufacturer.
  - b. Cut sheets including equipment dimensions; power and load requirements; communication requirements; operating temperature range; buffering limits for all PARCS devices; and IP rating for field devices for all PARCS equipment listed in Section 1.3.D, as well as:
    - 1) Communication Network Components
    - 2) CT with Fee Display
    - 3) UPS

- 4) Traffic Control Signage
  - 5) Switches
  - 6) Software Application
7. List all manufacturer-recommended spare parts (name, part number, quantity, and unit price) to be maintained on site.
  - a. The Owner reserves the right to order additional parts and manage the PARCS spare parts inventory as required to maintain the system.
  - b. The proposed spare parts list is subject to the approval of the Owner, and the Owner reserves the right to modify the spare parts inventory throughout the term of the Contract.
  - c. Owner to provide a storage location of the spare parts.
  - d. Provide a software/database monitoring tool for tracking the inventory and usage of spare parts. Detail server infrastructure solution and components, including a description of a cloud-based solution (no on-premises).
9. Description of any offsite or cloud-based components of the system and the methods by which the on-site equipment and software communicates with the offsite/cloud-based components. This must include a description of the communications and networking methods required to integrate the onsite and offsite components, who provides the associated communications network (Owner, Contractor, or a combination), and any costs associated with this communications network.
10. For cloud-based systems, provide the underlying host used, e.g. Amazon Web Services, Microsoft Azure, Google Cloud Platform, etc.
11. Software application and version(s).
12. Provide a narrative and graphic description of the PCI P2PE solution including:
  - a. Any entities (gateways or service providers) that will stand between the PARCS and the intended processor.
  - b. Any one-time, recurring, or transaction-based costs associated with the use of those gateway or service providers.
  - c. Network diagrams and data flow charts describing the solution.
13. PARCS standard reports including screenshots and sample reports.
14. List of any Contractor needed equipment that the Contractor expects the Owner to provide.
15. Price Proposal Form with total PARCS cost and unit cost of each component along with add/alternate items and any reoccurring costs (on an annual basis) not already provided.
16. Exceptions and Substitutions:
  - a. Substitutions: Where functional performance features or quality of system varies materially from that specified, identify substitution being proposed. Include catalog sheets, brochures, and/or technical specifications of the proposed substitution.
  - b. Exceptions: Provide an all-inclusive list of all exceptions taken to any part or parts of these Specifications (including substitutions).
17. Warranty: Submit copy of warranty and explanation of any instances which may impact warranty coverage.

B. Informational Submittals – After Project Award, prior to SDR meeting.

1. All submittal approvals, comments and rejections will be returned to the Contractor by the Owner's designated representative. Required Submittals must be resubmitted until accepted. Provide cover letter indicating the submittal purpose with area for comments and stamp by Owner's representative. Responses will be returned indicating one of the following with additional notes as needed:
  - a. "No Exception Taken" – accepted submittal.
  - b. "Rejected" – resubmittal required.
  - c. "Submittal Not Required No Review Performed" – no further action needed.
  - d. "Make Corrections Noted Resubmittal Not Required" - accepted but take corrective action.
  - e. "Revise and Resubmit" – resubmittal required.
2. Detailed Project Schedule for implementation, training, and testing including:
  - a. Project plan in Gantt chart format generated using currently supported Microsoft Project or similar program approved by Owner.
  - b. Milestone dates clearly identified, including staff training and testing
  - c. Task start and completion dates.
  - d. Phasing for installation of field devices, performance of acceptance testing, and activation for public use.
3. Shop Drawings
  - a. Mounting details for PARCS equipment, per manufacturer recommendations.
  - b. Wiring diagrams detailing wiring requirements for power, signal, and control systems.
  - c. Locations for electrical and communications connection points and pathways including conduit runs, network access points, power panels and circuits, and server location.
  - d. Clearly indicate work that is not in contract.
4. Samples: submit samples of tickets, reports, and other items requiring selection as part of the SDR meeting.
5. Schematic diagram showing communication between head end equipment and field devices.

C. Other Submittals – After Project Award, prior to SDR meeting. Submit in accordance with Division 1

1. Training Plan and Schedule (to be submitted as part of the SDR meeting):
  - a. Owner to tentatively approve or suggest changes to the training schedule.
  - b. Fourteen calendar days prior to each instruction session, submit an outline of the instruction material and approximate duration of the session. Allow ample time within each session for the Contractor to fully describe and

demonstrate all aspects of the PARCS and allow Owner personnel to have hands-on experience with the PARCS.

2. Testing Plan (to be submitted as part of the SDR meeting):
  - a. Plan for testing all system functionalities described herein as well as any other functionalities proposed by the Contractor.
  - b. Owner to return review comments to the Contractor. Contractor to incorporate review comments into the Test Plan and resubmit for verification that all comments have been incorporated. Approved document will be termed the Test Procedures Document.
  - c. Approval of finalized Test Procedures Document is required prior to commencement of any test.
  - d. Develop test procedures for:
    - 1) Lane Acceptance Test (LAT).
    - 2) Operational Demonstration Test (ODT).
  - e. Revised schedule in Gantt format with milestone dates clearly identified, task start and completion dates, lane-by-lane installation dates, training dates, and testing dates.
  - f. Description of phasing to decommission each lane, install new field devices, perform LAT, and activate for public use.
  - g. Description for parking operational impacts during the transition from the old PARCS to the new PARCS.
3. Submit the following manuals in both hardcopy and electronic (PDF) format 30-days prior to commencement of testing:
  - a. PARCS user's manuals.
  - b. PARCS subsystem manuals.
  - c. Accessory and 3<sup>rd</sup> party equipment manuals.
  - d. PARCS maintenance procedures manual.
  - e. Training manuals.
4. Spare Parts
  - a. Deliver spare parts per the approved spare parts list, complete and ready to use, prior to commencement of testing.
  - b. Maintain inventory of spare components at this level as components are used during warranty period.
5. Stock Items: Furnish the following supply of operating stock items prior to commencement of testing.
  - a. 100,000 Owner approved parking tickets.
  - b. 50,000 Owner approved receipt tickets per exit device unless same as tickets.
  - c. 0 Proximity cards.
6. Equipment Keys

- a. Provide two (2) sets of keys for each unit of equipment with locks.
- b. All equipment and enclosures of the same type (ENS, EXS, Gates, etc.) have the same key and equipment of different types have different keys.
- c. Keys are unique to this project; other equipment supplied by the same manufacturer in the region cannot use the key provided for this project site.
- d. POF doors and vaults cannot be keyed the same and must be high security mechanical keys.
- e. If a special tool is required to perform any function on the PARCS during the normal course of business and/or maintenance, provide three of these tools.

**D. Closeout Submittals**

1. Copies of all licenses, registrations, documentation, disks and other media (as may have been included with commercially available software packages) to be submitted prior to commencement of testing. In addition, ensure that all licenses, registrations and warranties have been transferred to Owner prior to final software turnover.
2. As-Built Documentation: Submit as-built documentation of all systems and components installed as part of the PARCS. Include drawings of the actual installed conditions of all equipment and cabling components and configuration settings upon the completion of any acceptance test.
  - a. Update the most recent as-built documentation as further changes occur in the field or as a result of a patch or upgrade to an installed system throughout the warranty period.
  - b. Provide a list of all TCP/IP devices with each device's IP address, MAC address, and general description of the installation location.

**1.6 QUALITY ASSURANCE**

- A. Comply with all laws, ordinances, codes, rules, and regulations of public authorities. It is the responsibility of the Contractor to meet these and all other current technical, performance, and safety standards that are applicable to all components and to the entire system, even when not specifically referenced.
- B. Obtain all required permits.
- C. All equipment and parts to be newly manufactured and never installed in any other operational system other than for factory test purposes.
- D. UL standards where test standards have been established.
  1. Equipment and materials which are not covered by UL Standards may be considered provided equipment and material is listed, labeled, certified or otherwise determined to meet safety requirements of a nationally recognized testing laboratory.
  2. Equipment of a class for which no nationally recognized testing laboratory accepts, certifies, lists, labels, or determines to be safe, will be considered if inspected or tested in accordance with national industrial standards, such as NEMA, or ANSI.

Evidence of compliance shall include certified test reports and definitive product data.

- E. Equipment housings, conduits, and junction boxes exposed to weather (any location not in a conditioned environment) shall meet or exceed IP65 standards. Components that do not meet IP65 standards or better may be considered if implemented with supplemental environmental controls such as air conditioners and dehumidifiers.

## **1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Contractor must receive all equipment on-site. Owner will not receive, unload, or participate in the delivery of equipment to the site.
- B. Contractor is responsible for replacing any items damaged during shipping, by expedited means, at no additional cost to the Owner if required to maintain installation schedule.
- C. Coordinate designated storage/staging area(s) for PARCS equipment that has not been installed prior to shipping to site to ensure area is sufficient and available.
- D. It is the Contractor's responsibility to protect the equipment from theft and damage until final acceptance. This may include installation of fencing, locks, and any other security provision deemed necessary by Contractor. Should the stored equipment be stolen or damaged prior to final acceptance, replace the equipment at no additional cost to the Owner.
- E. Deliver equipment to site in manufacturer's original containers to prevent damage and marked for easy identification.

## **1.8 PROJECT/SITE CONDITIONS**

- A. Environmental Conditions: Entire system and components warrantied to be unaffected by weather conditions typical to the area as well as the conditions listed below:
  - 1. Ambient Temperatures: -20°F to 120°F (with addition of solar loading)
  - 2. Humidity: 0% to 99% (non-condensing)
  - 3. Rain: Blowing rain with 80 mph gusts
  - 4. Dust: Accumulating and blowing dust and fine sand
- B. Entire system and components warrantied to be unaffected by non-direct lightning strikes, or similar types of power interference.
  - 1. Present solution for preventing power interference for Owner approval prior to implementation.
  - 2. Provide lightning protection through surge arrestors or earthen ground rods or a combination thereof for the PARCS.
  - 3. Determine, based upon the PARCS manufacturer's system requirements, the appropriate lightning protection method to use for the location where the equipment is installed.



4. Provide equipment that is UL-approved for use as part of a labeled lightning protection system and marked in accordance with UL procedures.
- C. Any new islands or pads containing PARCS equipment must not be poured until stub ups and any necessary anchor bolts are properly placed and verified by the Contractor. Any conflicts with installation at a particular location must be resolved prior to pouring lanes and pads for PARCS equipment.

#### **1.9 WARRANTY, SERVICE AND SUPPORT (INITIAL PERIOD)**

- A. Warranty period on the PARCS starts upon notification from the Owner of Final System Acceptance.
- B. Warranty all parts, materials, and workmanship following Final System Acceptance for a period of 24 months (2 years). Inclusive of ALL costs (parts, labor, maintenance, software support, warranty repairs, Contractor travel time, Contractor expenses, etc.) incurred during the warranty period to be provided without additional cost to the Owner.
- C. Costs (time and material) for repair or parts replacement, components, etc., damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism or negligence by Owner or the using public are excluded as a warranty requirement. Also excluded from the warranty are damages due to Acts of God. Contractor costs related to these non-warranty repairs can be invoiced to the Owner on a time and materials basis.
- D. Repair Service during the Warranty Period:
  1. Begin repair service within four (4) hours of the initial service request by the Owner within normal business hours.
  2. Resolution of the situation within 24-hours after notification is required in all situations. A temporary solution is acceptable in the event replacement parts are not available in inventory.
  3. Factors beyond the control of the Contractor, such as unexpected delays in parts, accidents, severe weather, and unusual traffic, require thorough documentation to be submitted to the Owner the next business day. The Owner may grant relief for the service hour requirement after reviewing these factors.
- E. Emergency Maintenance Service during the Warranty Period: Conditions requiring emergency maintenance services by the Contractor are conditions in which a lane, PARCS device, or group of devices become unusable due to malfunction, failure, or damage and the condition cannot be remedied by Owner personnel.
  1. Provide three (3) methods of notification to be used for emergency contact information (ex: telephone, email, SMS text message).
  2. Acknowledge receipt of emergency service request within 60 minutes of notification.
  3. Begin emergency repair service within two (2) hours of the emergency service request.

4. Resolution of the situation within 24-hours after notification. A temporary solution is acceptable in the event replacement parts are not available in inventory.
5. Factors beyond the control of the Contractor, such as unexpected delays in parts, accidents, severe weather, and unusual traffic, require thorough documentation to be submitted to the Owner the next business day. The Owner may grant relief for the service hour requirement after reviewing these factors.

F. Software Support during the Warranty Period:

1. Provide on-site and remote software support for PARCS and all 3rd party software applications.
2. Provide 24/7 hotline telephone software support.
3. Make available to the Owner normal PARCS software improvement releases (updates) when they become available at no additional cost to the Owner.
4. Provide all PARCS and operating system software patches and updates free of charge during the warranty period; however, the Owner reserves the option of implementing the updates or not. Provide documentation seven calendar days prior to all PARCS and operating system software modifications, patches, updates, and upgrades, that describes:
  - a. Patch/update release designation
  - b. Proposed date and time of implementation
  - c. Detailed description of what the patch/update accomplishes
  - d. Full disaster recovery procedures that return the system to its pre-patch/update condition
5. Coordinate the testing and implementation of all patches and updates with the Owner. PARCS Database and PARCS application software maintenance to be performed remotely or on-site as approved by the Owner.
6. Support upgrades to the PARCS application based on operating system patch and upgrade requirements. (For example, if the PARCS runs on a Microsoft operating system, patch the PARCS software according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions an operating system, the Contractor must be capable of releasing code compatible with next operating system upgrade prior to Microsoft ending support for current operating system.)
7. Provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered.

G. Preventive Maintenance Service during the Warranty Period:

1. Provide preventive maintenance services for all systems throughout the warranty period. Preventive maintenance procedures and frequencies to be defined within the Manufacturer's recommended maintenance procedures manual submitted with the Proposal as modified and accepted by the Owner.
2. Preventive maintenance services include but are not limited to inspection, testing, necessary adjustment, alignments, calibration, parts cleaning, battery replacement, communication system maintenance, server administration and database administration of the PARCS provided by the Contractor.

3. Perform all preventive maintenance at non-peak periods during regular business hours.

#### **1.10 ADD ALTERNATES**

- A. Post Warranty Maintenance Services and Support
  1. Include proposed add/alternate costs in the proposal to provide post-warranty maintenance services for the PARCS on an annual basis for eight (8) years following expiration of the warranty period with pricing valid for the Owner to purchase the Post-Warranty Maintenance Services through a service agreement between the Owner and Contractor.
- B. UPS's
  1. Deployed to the public entry and exit lanes in the short and long term lots.

### **PART 2 - PRODUCTS**

#### **2.1 PAYMENT CARDS**

- A. All aspects of the PARCS, including but not limited to, hardware, software, configuration settings, processes (both manual and automated), policies, procedures, reports, network architecture, data storage schemes and other products for the PARCS must be compliant with all applicable Payment Card Industry (PCI) Security Standards Council standards, Information Supplements and Guidelines ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)) published or in force at the time of installation, so that the Owner can certify the system as PCI Compliant. As part of demonstrating compliance with the PCI security standards, the requirement or use of a compensating control (as defined by the PCI Security Standards Council) shall only be permitted with written approval of the Owner.
- B. Coordinate with Owner on clearinghouse and/or gateways to be used for authorization.
- C. Provide authorization for the following brands/types of payment cards:
  1. Visa
  2. MasterCard
  3. American Express
  4. Discover
  5. Bank-Issued Debit Cards with any of the above card brand affiliations, accepted as a credit card.
- D. Provide a PCI-P2PE validated system for handling card-present transactions.
- E. Support EMV Chip and Contactless reading of payment cards mobile wallets for card-present transactions.
- F. Support PCI-compliant storage of up to 1000 transactions in an offline state.

- G. Provide a system using tokenization by a currently validated PCI Level 1 Service Provider for handling card-not-present transactions, if such transactions are a capability of the system.
- H. Provide, test and install quarterly security updates for system components in the cardholder data environment, such as operating system, application software, firmware, etc. related to payment cards during Warranty Period and any optional Extended Service Coverage selected by Owner.
- I. Payment card processing time of no greater than ten (10) seconds.
- J. Support Payment Card as an Access Credential
  - 1. Ability to activate/deactivate via server.
  - 2. Perform all functions without compromising PCI-DSS compliance.
  - 3. Provide a PCI compliant method to search for entry date/time for lost or unreadable payment cards used to enter the facility. The payment card in/out functionality shall provide a PCI compliant method to find and reset a payment card status in the event of passback sequencing.
  - 4. Provide the operational sequences as specified elsewhere in this document.

## **2.2 SOFTWARE**

- A. Provide all software and software licensing required by the system to achieve total system performance.
- B. Use proven, off-the-shelf software (i.e., software already manufactured and available for delivery) to the greatest extent possible.
- C. Provide open APIs for dissemination to third party websites and applications. Such API's must be open, documented and non-proprietary using industry-standard approaches such as REST or Websocket. Data access via the API is to be available to Owner at no additional charge.
- D. Unless specified elsewhere, provide the latest available software version at the time of system implementation for all third-party software, including operating systems and database software.
- E. Make any necessary modifications, and provide documentation of such modifications, to existing third party software programs that the Contractor adopts for the system. Should the Contractor and the software manufacturer be separate entities, the software modifications will not preclude the purchase of a standard maintenance and service contract from the manufacturer.
- F. Purchase software maintenance for all third-party software naming the Owner as the software Owner and contact. Provide maintenance agreements throughout the duration of the warranty period.
- G. Provide any necessary perpetual licenses and/or authorization for all PARCS related software including, but not limited to, operating systems, application software,

development language, peripheral software, and PARCS hardware diagnostic software. If available, provide a site license to the Owner, meaning usage of the license is unrestricted, regardless of the physical locations where the software may be used.

- H. If any of the software is cloud-based and provided on a Software as a Service (SaaS) basis, Contractor is to document in the Proposal their SaaS licensing terms and conditions, and the options and costs for a multi-year license for terms ranging from 2 (two) up to 10 (ten) years in length. Furthermore, if any component of the system is cloud-based and provided on a SaaS basis, Contractor is to describe in their Proposal what occurs in terms of system and feature functionality if Owner chooses not to renew SaaS-based licensing.
- I. Provide licenses that cover future updates as required by these specifications.
- J. PARCS Application Software:
  - 1. Install and configure all application software and firmware required by the PARCS with all software licenses registered to the Owner.
  - 2. Provides complete operation of the PARCS and includes the database management system.
  - 3. Allows for future upgrade and expansion of the PARCS.
  - 4. Browser-based and web-browser management UI enabled such that the PARCS is accessible from any Owner workstation connected to their network.
  - 5. Operates across dedicated PARCS Local Area Network (LAN), accessible with proper user ID and password, on all workstations authorized to access the PARCS software modules.
  - 6. Allow multiple groups and roles that govern individual access to the system. The assignment of a group/role will control access to the various modules of the PARCS, and if the access is update or view only.
  - 7. Access rights to the system for the various groups and roles will be defined during implementation.
  - 8. PARCS application software to provide the following:
    - a. Manage, display, and report all PARCS-related activity as outlined in this functional specification.
    - b. GUI that is intuitive and user friendly.
    - c. Automatic detection and reporting of fault conditions and equipment failures. Categorize fault condition by severity and display alarm notification on the system GUI as well as notify designated Owner personnel via email and/or text message for any individual fault condition, category of fault, or Owner-selected group of faults.
    - d. Reporting as outlined in the Reporting section.
    - e. Real-time monitoring of all PARCS field devices
    - f. Central access and control of field devices for users with the appropriate authorization to issue remote commands from system workstations to the field devices such as raising and lowering the BG; rebooting field devices; putting field devices in or out of service; remote transaction processing; etc.
    - g. Audit logging for the use of central controls within the PARCS database by user ID, time, device controlled, and action taken. Audit logging to include all creation, deletion and modification of the following items:

- 1) Rates and rate tables
  - 2) Validations
  - 3) Contract parker configuration
  - 4) User access to system
  - 5) Field device configuration
  - 6) Field device actions, such as manual gate raise
  - 7) Parking facility definition within the system
  - 8) Parking facility occupancy and capacity
  - 9) End-user messaging
  - 10) Credit card acceptance configuration
  - 11) Custom reports
  - 12) Audit log
- h. Configurable parking rates, grace periods, and time increment changes from system workstations. Configuration access to be restricted to Owner designated users with proper authorization.
- i. Remote communication with all devices in real-time for a general broadcast of information (e.g. rate changes or time increment changes) or software update and an ability to communicate to a single device to upload information or software. It shall be possible to remotely shutdown a field device's operating system, upload updates and remotely restart the field device.
- j. Correct calculation and processing of parking fees during a transition:
- 1) from daylight savings time to standard time, and vice versa
  - 2) at the beginning of March during leap years (e.g., when there is a February 29th).
  - 3) from one rate to another (e.g., rate has an effective date so that Customers are charged a parking fee based upon the parking fee that was current at the entry date and time, not the exit date and time, allow the new rate to be either less than or greater than the new rate).
- k. Programmable rate structure to establish variable rates based upon the time of day, day of week, and special events.
- l. Programmable rate structure to establish daily/weekly/monthly maximum fees, grace times, and complimentary periods.
- m. Programmable rate structure to allow configuration of the tax rate applied to parking fees.
- n. Create system generated alarms – generation of alarms for user selectable event type. Alarm Hierarchy shall be completely configurable so the Owner can adjust priority of alarms, audible tones, where the alarms are sent, etc. Initial Alarm Hierarchy shall be coordinated with the Owner during implementation.
- o. Ability to export all query results and reports to multiple formats including Portable Document Format (PDF), comma-separated-value, and Microsoft Excel®.

K. Frequent Visitor Program

1. Provide a means to store license plates and credit card information of frequent visitors to automatically bill their fees and operate the gate arm automatically. Ensure that the means of credit card storage is fully PCI-compliant.
2. Provide both a self service option to enter the data and enroll and an alternative means facilitated by Airport staff.
3. The self-service portal shall have a means to store multiple credit cards and switch which of them is active.
4. The system will need to be able to tolerate occasional LPR non-reads and allow for the patron to instead enter their phone number at either or both of the entry and exit terminals.
5. When the LPR read is successfully matched to an entry, the gate should open without needing the patron to perform any additional action.
6. At the exit, the gate should open upon a successfully completed credit card transaction.
7. If a transaction is declined at the exit, the gate shall not open until the payment is accomplished by other means.

L. Reporting

1. Available online and on demand for Owner personnel who have proper password access.
2. Viewable, printable, and exportable from the GUI.
3. Data compiled in an ODBC compliant database or via a data export where the data is not directly accessible (such as with multi-tenant cloud solutions).
4. Provide the Contractor's PARCS standard reports including report descriptions, selectable data fields, and report layouts for all standard reports.
5. Coordinate with the Owner as required during the system design to address specific reporting needs of the Owner. At a minimum, reports provided shall include:
  - a. Detailed Revenue and Non-Revenue Transactions Reports – Reports of transactions processed through the PARCS by user selectable parameters including user type (ticketed customer, validation, pre-paid, parking integrator, Access Credential, etc.), date/time range, and by PARCS device.
  - b. Detailed and Summary Revenue Reports for daily, weekly, and monthly PARCS activity.
  - c. Payment Card Reports – Reports of payment card transactions by user selectable parameters including date/time range, payment card type, transactions type (valid online transaction, declined transactions, offline transactions, etc.)
  - d. Outstanding Ticket Reports – Report of parking tickets that have been issued but have not been processed or exited from the system.
  - e. Validation Report – Report of validations issued, amount of validations, and when the validation was used, by user selectable parameters.
  - f. System Event Reports – Reports for system generated events by user selectable parameters including PARCS device and date/time range.
  - g. Occupancy Reports
  - h. ACS reports:

- 1) Activity Usage Reports – Provide a chronological list of ACS usage, including date, time, credential, and location of entries and exits; capable of being sorted by any field.
- 2) Count Reports – Monitor and report counts of ACS vehicles present on an hourly basis by group, access level.
- 3) Percentage of Occupancy – For selectable times during 24-hour period for all categories of ACS parkers.
- 4) In/Out Status Report: Shows status of all ACS cards at any given time, sortable by name/card #/status.
- 5) Active User Report – A listing of all active users that have access to the facility.
- 6) Activity Exceptions Report – A field-sortable listing of all activity exceptions to include at a minimum hard-passback, soft-passback, shared account, debit card, hotel quest pass and nesting violations.
- 7) User Changes Report – Provide report of changes to user accounts to include at a minimum debit card rate changes and status changes (e.g. card placed in neutral with no charges applied at exit).

## **2.3 ACCESS CONTROL SYSTEM (ACS)**

- A. Provide an on-line, computer-based access control system for those authorized by Owner to have access to parking facility without being processed through ticket system, for example; a “monthly parker”.
- B. Distributive, networked or centralized processing may be employed, so long as required multi-lane control features such as anti-passback, occupancy and activity tracking are maintained.
  1. Authorized vehicles requiring free and fast ingress and egress to parking facilities.
  2. Monthly parkers who have a contractual agreement and/or will prepay or prearrange billing for parking on a monthly basis.
  3. Frequent parkers, who prepay or prearrange billing:
- C. Individually recognize and process up to ten thousand (10,000) ACS users at all reader locations.
- D. Have at least sixteen (16) preprogrammed access levels capable of being changed without reprogramming of ACS.
- E. Provide anti-pass back control. With this feature, users enter and exit in proper sequence (i.e., entry, exit, entry, exit, etc.).
  1. Selectable option to allow either "hard" (out of sequence user is rejected and an alarm is generated) or "soft" mode (out of sequence user is allowed access but reported.)
  2. In both hard and soft modes, each out of sequence event is reported as an exception transaction in daily ACS access log.
  3. Password protected "resynchronization" of all users to an undetermined passback status before return to anti-passback control.



- F. Link users to each other to allow one entity to be identified with and/or pay for a group of users. Provide up to one hundred (100) such user groups.
- G. Ability to group ACS credentials and limit access to a preset maximum number of vehicles in facility at any given time, and/or allow and track overages to be invoiced separately.
- H. A facility for one account to be associated with one or many credentials such that a single account may be granted or denied access using any of the credentials in any sequence. For instance, an account with a prox card and several license plates.
- I. Nesting feature:
  - 1. Ability to require parkers that are assigned to park in a specific level or area (nest area) to use ACS credential to enter and exit nest area in order to exit facility.
  - 2. Required sequence: In facility, in nest, out of nest, out of facility.
- J. Programming requirements:
  - 1. Issue and reprogram ID devices.
  - 2. Allow authorized supervisor to create, store, send and receive user programming from ACS readers. Password protected access to programming, with multiple levels of access, to any and all information regarding specific blocks and/or suites of cards.
    - a. Provide at least twenty (20) programmable record fields for each person issued an ACS credential and at least twelve (12) programmable record fields for each user's vehicle(s).
    - b. Allow specific parker record files to be retrieved, displayed and/or printed based on selectable criteria, such as current ACS status, access group, access level, and/or ID numbers (except data that is password protected).
    - c. Allow searching, sorting and printing of database by any field for routine and special forms such as invoices or mass-mailings.
    - d. Consolidating and retaining data to allow for report generation (see "reports"). Capable of reporting the collection of fees from parkers on monthly prepayment, decrementing, end of month billing, and/or credit card basis.
  - 3. Provide for posting of payments and automatic lockout of ACS users within programmable grace period after expiration of a prepaid account.
- K. Invoicing Package
  - 1. Include ACS ID device number(s), account number(s) and monthly rate associated for each ACS ID device being invoiced.
  - 2. Provide a monthly report listing total number of ACS ID device numbers invoiced and total dollar amount invoiced.
  - 3. Provide an "on-file" credit card billing interface to allow automated credit card billing option.

4. Provide a password protected customer interface for customer registration, editing personal information, making payments and viewing payment history.
5. Provide password protected credit card file in compliance with credit card data security requirements of Payment Card Industry (PCI).
6. Include an Accounts Receivable package for all normal accounting functions associated with ACS revenue:
  - a. Invoice report.
  - b. Cash receipts journal.
  - c. Accounts receivable ledger with supporting subsidiary ledgers for each account.
  - d. Accounts receivable aging report for selectable time periods.
  - e. Account history reports, indicating invoices and payments by customer.
  - f. General ledger, adjustment ledgers, general ledger interface for Owner or Owner Representative's mainframe and all invoicing features included in invoicing package.
  - g. Provide automatic on-line real-time monitoring of ACS usage with DVD/CD-ROM storage of transaction data for audit and analytic purposes.
  - h. Monitor and report all alarm conditions.
  - i. Password protection and Daily Log reports for all administrative actions.

## **2.4 POWER**

- A. See Drawings and Division 26 – Electrical.
- B. Examine and accept existing power to the locations noted on the drawings. These are the demarcation points where work under this contract begins.
- C. Should the proposed system require additional power infrastructure, the Contractor must identify location(s) in their proposal and provide cost for installing the required power infrastructure.
- D. Furnish and install all additional power conduits, pull cords, junction boxes, and cabling necessary to support the PARCS, per the PARCS manufacturer's requirements.
- E. Provide and install any power grounding and power conditioning that is required for the operation of the system.
- F. The Contractor is responsible for furnishing, installing, terminating and testing any cable necessary to provide power from the local power source to the field devices.

## **2.5 COMMUNICATIONS**

- A. Contractor to perform all interconnection between PARCS devices. The demarcation point for communications for this contract will be the hardened switches supplied by the owner in each lane.

- B. All such cabling is to be either CAT6, except where there is a simple dry or wet contact sign activator, which can instead be a suitable number of wires to perform all functions of the sign.
- C. Configure all field component communication such that no single point of failure of a device shall cause an operational failure of surrounding devices.
- D. Every PARCS device and system component must operate independently in the event of a network communications failure or interruption. Each device requires buffering of data for a minimum of 2,000 transactions. System will continue to operate in the off-line mode and store the buffered data until the data connection is restored. Upon restoration of the data connection, all stored data will automatically be uploaded to the server or cloud. In the event some transactions are not successfully uploaded, send an alert, and continue to store the transactions locally until successful uploading has occurred.

## **2.6 EQUIPMENT AND SUBSYSTEMS**

- A. Provide newly manufactured equipment and associated materials for the PARCS.
- B. All equipment performing a like function and of the same part number are to be fully interchangeable without the requirement for physical modifications.
- C. Computer System, Application, and Data Servers:
  - 1. Review drawings for locations and Coordinate space needs with Owner as necessary.
  - 2. Contractor to provide all IT equipment not specifically provided for by the Owner herein or in the project drawings.
  - 3. No workstations are to be provided. Owner will use the internet browser of existing workstations.
  - 4. Provide centralized management of the PARCS.
  - 5. Configure such that the following features and functionalities are attainable:
    - a. Maintain 24 months of on-line data of all PARCS data. All data shall be readily accessible without any delay in processing.
    - b. Provide fault tolerance such that no infrastructure-level single point of failure causes disruption to the PARCS or corruption of PARCS data.
  - 6. All PARCS data is considered to be the sole intellectual property of the Owner. Usage of this data by Contractor or by the PARCS vendor for any purpose other than to support, test or repair Owner's system requires prior written authorization from Owner. If such data is stored offsite or in the cloud under a term-based SaaS mechanism and Owner decides not to renew the SaaS agreement, Contractor is to send all PARCS data gathered over the lifetime of the system (i.e. from system activation date through the SaaS agreement termination date) to the Owner in an Excel format and is to subsequently delete such data from any offsite servers or cloud instances.
- D. Entry Station (ENS)

1. Provide and install ENS) at the public entry lanes, as indicated on the Drawings, equipped with the following components and capabilities:
  - a. Access door with appropriate tamper-resistant locking system with notification/log of door openings
  - b. Push button ticket dispenser (TD)
  - c. Credit card and NFC reader. (For CC In/Out)
  - d. Proximity Card Reader with a minimum read range of four inches integrated into the face of the ENS
  - e. Proximity Card Reader to read all common low (125khz) and high (13.56Mhz) frequency cards
  - f. Barcode reader integrated into the face of the ENS capable of reading 1D and 2D barcodes including pre-printed coupons/validations and electronic barcodes displayed on mobile devices.
  - g. Intercom integrated into the face of the ENS
  - h. Issues one time and date stamped barcode or parking ticket for each ticketed entry transaction
  - i. Uniquely encoded tickets
  - j. Unique ENS identifier encoded and printed on each ticket
  - k. Machine readable ticket encoding that is compatible with all other PARCS components
  - l. Minimum ticket stock capacity of 5,000 tickets
  - m. Color display with minimum 5" display
  - n. Provide selectable directional language, with a minimum of English and Spanish being selectable.
  - o. Use visual instructions for customers to understand the sequence of events to complete a transaction, including directional signage (subject to approval) informing user to take ticket and pay at pay-on-foot prior to exiting
  - p. Stand-alone functionality that allows the ENS to operate independently when there is a temporary network communication failure, regardless of where the communication interruption occurs. Alarm for ENS offline condition to be displayed on the PARCS GUI.
  - q. Ticket stock low alarm generated on the PARCS GUI
  - r. Ticket stock out alarm generated on the PARCS GUI
  - s. Integrates with barrier gate and vehicle detectors in the respective lanes
2. Entry Procedures:
  - a. Normal Entry – Ticket Issuing
    - 1) Upon activation of the vehicle detector, ENS is armed and displays instructions to “push button for ticket”, or another Owner approved message.
    - 2) After button is pushed, the parking ticket is issued within 3 seconds
    - 3) After customer removes the ticket the ENS sends a signal to the barrier gate and the barrier gate rises.
    - 4) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.
  - b. Normal Entry – Payment Card In

- 1) Upon activation of the vehicle detector, ENS is armed and displays instructions to “push button for ticket”, or another Owner approved message.
- 2) Customer inserts/swipes/contacts their payment card using the payment card reader and the ENS verifies that it is a valid card.
- 3) After payment card is verified the ENS sends a signal to the barrier gate and the barrier gate rises.
- 4) After vehicle crosses over the closing vehicle detection loop, the gate closes, and the transaction data is sent to the PARCS server.

c. Normal Entry – Barcode In

- 1) Upon activation of the vehicle detector, ENS is armed and displays instructions to “push button for ticket”, or another Owner approved message.
- 2) Customer presents valid barcode (either on smart phone or printed) allowing pre-authorized entry to parking and the ENS verifies that it is a valid barcode.
- 3) After barcode is verified the ENS sends a signal to the barrier gate and the barrier gate rises.
- 4) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.

d. Back-out Ticket Taken

- 1) After ticket is taken by the customer and gate raises, the customer backs out of the entrance without entering the facility.
- 2) Alarm is sent to the PARCS GUI and recorded in the PARCS database.
- 3) Ticket is invalidated in the system.
- 4) Gate automatically closes after a user configurable timeout.

e. Back-out Ticket Not Taken

- 1) After ticket is issued but before it is taken by the customer, the customer backs out of the entry lane.
- 2) Ticket is invalidated in the PARCS.

f. Normal Entry – ACS

- 1) Upon activation of the vehicle detector, ACS reader is armed.
- 2) ACS reader identifies ACS credential device in lane and searches for authorization through ACS Controller. If authorized, a signal is sent to open the gate.
- 3) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.

E. Exit Station (EXS)

1. Provide and install ENS at the public entry lanes, as indicated on the Drawings, equipped with the following components and capabilities:
  - a. Access door with appropriate tamper-resistant locking system with notification/log of door openings
  - b. Payment card capabilities as defined in the Payment Card section
  - c. Ticket verifier.
  - d. Barcode reader integrated into the face of the EXS capable of reading 1D and 2D barcodes including reading pre-printed coupons/validations and electronic barcodes displayed on mobile devices.
  - e. Integrated NFC reader.
  - f. Proximity Card Reader with a minimum read range of four inches integrated into the face of the EXS.
  - g. Push button intercom integrated into the face of the EXS
  - h. Unique EXS identifier encoded and printed on each ticket after processing
  - i. Machine readable ticket encoding that is compatible with all other PARCS components
  - j. Reads and verifies pre-paid tickets
  - k. Reads and verifies validated tickets.
  - l. Color display with minimum 5" display.
  - m. Provide selectable directional language, for a minimum of English and Spanish.
  - n. Use visual instructions for customers to understand the sequence of events to complete a transaction.
  - o. Stand-alone functionality that allows the EXS to operate independently when there is a temporary network communication failure, regardless of where the communication interruption occurs. Alarm for EXS offline condition to be displayed on the PARCS GUI.
  - p. Receipt printer that is capable of producing receipts for all transactions.
  - q. Upon successful payment, print a receipt that includes:
    - 1) Owner approved header
    - 2) Transaction number
    - 3) Lane or equipment number
    - 4) Entry date/time and Exit date/time
    - 5) Parking fee
    - 6) Amount of tax for the parking fee (if applicable)
    - 7) Other fees as applicable
    - 8) Total fee paid
    - 9) Payment type
    - 10) Payment card type
    - 11) Last four digits of payment card number
  - r. User configurable for receipts to be auto issue or by request.
  - s. Receipts to be FACTA-compliant.
  - t. Receipt stock low alarm generated on the PARCS GUI
  - u. Receipt stock out alarm generated on the PARCS GUI
  - v. Interfaces with barrier gates and vehicle detectors in the respective lanes.

2. Electronic journal record of transactional information for each transaction processed at device. Journal record to be printable from any system workstation. Transactional information on the electronic journal includes:
  - a. Date and time of transaction
  - b. PARCS device number
  - c. Sequential transaction number
  - d. Ticket number
  - e. Entry date/time and exit date/time
  - f. Transaction fee
  - g. Tax amount
  - h. Total fee
  - i. Payment method
  - j. For cash transactions, include:
    - 1) Amount tendered
    - 2) Change provided, if applicable
  - k. For payment card transactions, include:
    - 1) Payment card type
    - 2) Last 4 digits of the payment card
    - 3) Payment card authorization code
3. EXS Exit Procedures:
  - a. Normal Exit – Pre-paid Ticket.
    - 1) Upon activation of the EXS vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
    - 2) After the pre-paid ticket is scanned or inserted, the ticket information is verified.
    - 3) After the ticket is processed the EXS sends a signal to the barrier gate and the barrier gate rises.
    - 4) After vehicle crosses over the downstream vehicle detection device the gate closes and the transaction data is sent to the PARCS server.
  - b. Normal Exit – Validated Ticket
    - 1) Upon activation of the EXS vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
    - 2) After the validated ticket is inserted or scanned, the validation is verified.
    - 3) EXS sends a signal to the barrier gate and the barrier gate rises.
    - 4) After vehicle crosses over the closing vehicle detection loop the gate closes and the transaction data is sent to the PARCS server.
  - c. Normal Exit – Unpaid Ticket

- 1) Upon activation of the EXS vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
- 2) After unpaid ticket is scanned or inserted, EXS calculates the appropriate parking fee and displays the fee due with instructions to present the payment card.
- 3) After the payment card is presented, the PARCS performs payment card authorization and the EXS display shows the message “Processing”, or another Owner approved message.
- 4) Once payment is obtained, and if payment card reader is an insert-style reader, the EXS displays instructions to remove payment card.
- 5) Card is removed and the EXS produces a receipt.
- 6) EXS displays instructions to remove receipt.
- 7) After customer removes the receipt the EXS sends a signal to the barrier gate and the barrier gate rises.
- 8) After vehicle crosses over the closing vehicle detection loop the gate closes and the transaction data is sent to the PARCS server.

d. Normal Exit – Payment Card Out

- 1) Upon activation of the EXS vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
- 2) After payment card used at entry is inserted/swiped/contacted, EXS calculates the appropriate parking fee, the PARCS performs payment card authorization, and the EXS display shows the message “Processing”, or other Owner approved message.
- 3) Once payment is obtained, and if payment card reader is insert-style, the EXS displays instructions to remove payment card.
- 4) If inserted, payment card is removed
- 5) EXS produces a receipt and displays instructions to remove receipt.
- 6) After customer removes the receipt the EXS sends a signal to the barrier gate and the barrier gate rises.
- 7) After vehicle crosses over the closing vehicle detection loop the gate closes and the transaction data is sent to the PARCS server.

e. Normal Exit – Barcode Out

- 1) Upon activation of the vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
- 2) Customer presents valid barcode (either on smart phone or printed) allowing pre-authorized exit to parking and the EXS verifies that it is a valid barcode.
- 3) After barcode is verified the EXS sends a signal to the barrier gate and the barrier gate rises.
- 4) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.

f. Invalid Payment Card Presented for Payment



- 1) After the parking fee is displayed, an invalid payment card is presented and the display shows the fee due and the appropriate message while processing.
- 2) Once authorization is declined, the payment card is returned and the message "Card Not Accepted", or other Owner approved message, is displayed along with the fee due.
- 3) Once the customer presents a valid payment card for payment, the transaction continues as a normal exit transaction.

g. Lost Ticket Transaction

- 1) The customer pushes the intercom button and informs the operator that they have lost their ticket.
- 2) The operator activates a lost ticket transaction from the workstation. The correct fee is calculated and displayed on the EXS and the transaction continues as a normal exit transaction.
- 3) An exception ticket is generated for the lost ticket and retained for audit purposes.

h. Unreadable Ticket Transaction

- 1) Ticket is scanned or inserted and the ticket cannot be read. The message "Ticket Unreadable", or other Owner approved message, is displayed.
- 2) The customer pushes the intercom button and informs the operator that they have an issue with their ticket.
- 3) The operator activates a lost ticket transaction from the workstation. The correct fee is calculated and displayed on the EXS and the transaction continues as a normal exit transaction.
- 4) An exception ticket is generated for the lost ticket and retained for audit purposes.

i. Normal Exit – ACS

- 1) Upon activation of the vehicle detector, ACS reader is armed.
- 2) ACS reader identifies ACS credential device in lane and searches for authorization through ACS Controller. If authorized, a signal is sent to open the gate.
- 3) After facility is closed, the ACS reader shall be capable of operating roll down gates, provided by others, in addition to the lane gate.
- 4) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.

F. Cashier Terminal (CT)

1. All cashiered lanes to be dual-use such that they can operate in a cashiered mode through the CT when a cashier is present or in an un-manned mode through the booth EXS transaction panel when a cashier is not present.

2. Provide CTs, as indicated on the Drawings with the following components and capabilities:
  - a. Cashier computer
  - b. Ticket reader/validator that accepts ISO standard readable cards, barcode parking tickets, and validations
  - c. Payment card processing as specified in the Payment Card section
  - d. Cashier monitor with standard mouse and QWERTY keyboard
  - e. Capability to process all acceptable payment methods
  - f. Receipt printer that is capable of producing receipts for all transactions. Duplicate receipt function shall be a user selectable feature that can be disabled if desired.
    - 1) Upon successful payment, print a receipt that includes:
      - a) Owner approved header
      - b) Attendant name or number
      - c) Transaction number
      - d) Lane or machine number
      - e) Discounts or surcharges
      - f) Entry date/time and Exit date/time
      - g) Duration of stay
      - h) Parking fee
      - i) Amount of tax for the parking fee
      - j) Total fee paid
      - k) Payment type – cash or credit
      - l) Payment card type, if paying with payment card
      - m) Last 4 digits of payment card number, if paying with payment card
    - 2) User configurable for receipts to be auto issue or by request.
    - 3) Receipts to be FACTA-compliant.
  - g. Customer fee displays that are easy to read, LED type.
  - h. Dual cash drawer operation with removable, lockable inserts.
  - i. Cashier drawer only opens for those transactions that require cashier intervention (e.g. cash transactions). For those transactions that do not require cashier intervention (e.g. payment card transaction, grace ticket, full validation transaction, etc.) the cashier drawer remains closed.
  - j. Stand-alone functionality that allows the CT to operate independently when there is a temporary network communication failure, regardless of where the communication interruption occurs. Alarm for CT offline condition to be displayed on the PARCS GUI.
  - k. Provide offline transaction storage capacity for all transactional information, including storing encrypted payment card data, for a minimum of 1,000 transactions. Automatically close the cashiered lane if the transaction threshold is reached and remain closed until reestablishment of communications. CT will automatically upload all transaction information to the PARCS servers once communications is restored.

- I. Journal record of transactional information for each transaction processed at device. Journal record to be printable from any system workstation. Transactional information on the journal tape includes:

- 1) Date and time of transaction
- 2) PARCS device number
- 3) Sequential transaction number
- 4) Ticket number
- 5) Entry date/time and exit date/time
- 6) Parking fee
- 7) Tax amount
- 8) Total Fee
- 9) Cash given, if cash was used
- 10) Change given, if cash was used
- 11) Payment card type, if payment card was used
- 12) Last 4 digits of the payment card, if payment card was used
- 13) Payment card authorization code, if payment card was used

G. Pay-in-lane Station

1. Independently and in concert with server, read ticket data to determine ticket validity, payment due and any encoded validation.
2. If payment is due, display amount due and request payment.
  - a. Accept payment card as outlined in Payment Card section.
  - b. Accept U.S. paper money in any combination of one, five, ten and twenty dollar denominations.
  - c. Include a separate safe or vault with banknote acceptor for cash POF.
  - d. Dispense change using highest denominations possible for cash POF.
  - e. Cash payments must be held in escrow and same inserted bills must be returned if transaction cancelled.
3. Provide concise instruction with pictograms where appropriate for user-friendly operation.
4. Provide clear, audible instructions to patron throughout transaction process, selectable language, minimum of English and Spanish
5. Include high security lock system with appropriate alarm contacts for tampering.
6. Operational Description
  - a. Patron scans or inserts ticket into PIL.
  - b. For valid tickets, fee is displayed. Patron uses any of the payment methods based on machine type. Change is returned to patron if needed or payment card transaction is processed.
  - c. Amount paid, transaction number and other data are printed on ticket in readable form and encoded on ticket. All data is sent to server.
  - d. Patron is advised audibly and visually to take ticket and proceed to vehicular exit.
  - e. Receipts are issued only upon patron request for all transactions.
  - f. If PIL cannot read ticket or it is otherwise identified as an exception transaction an alarm is generated, ticket is returned to patron, and a visual

message advises patron that transaction cannot be processed and to press intercom for assistance.

#### H. Intercom Subsystem

1. Provide and install a video enabled intercom system for two-way communication between the PARCS field devices at all entry and exit lanes and POF stations, to a centralized location designated by the Owner.
2. Fully digital, microprocessor based, modular design using VoIP (Voice over Internet Protocol).
3. Programming server for all intercom features performed through networked workstation or from staff intercom station.
4. Programmed configuration of intercom stations and system features stored in non-volatile memory.
5. System includes all software and hardware required for programming system, including:
  - a. Individually programmable volume control for each intercom station.
  - b. Substations programmed to call staff intercom station.
  - c. Call forwarding feature for individual stations or all stations to re-direct calls to another designated staff intercom station or designated phone number, including mobile phone.
6. Staff intercom station desktop model with full color LED display and noise cancelling microphone designed for high-noise environment. Required features:
  - a. Provide full-duplex hands-free conversation with any other selected individual station or combination of stations in system.
  - b. Integrated amplifier and loudspeaker.
  - c. Firmware/feature upgrades available via download through intercom server with no local modification on station required.
  - d. High sensitive microphone to provide clear conversation from a minimum range of 5 ft.
  - e. Intercom station directory panel with direct access, pre-programmable function menus, selectable language, and adjustable display contrast.
  - f. "Handset function" enabling user to switch from loud-speaking microphone operation to handset mode.
7. PARCS field device intercom substation requirements:
  - a. Provide push button intercoms at all public entry lanes, public exit lanes, POFs, and inside parking booths.
  - b. Integrated pinhole camera activated when intercom engaged. Video feed available to staff intercom station(s).
  - c. Microphone, loudspeaker, and in-use LED all housed in one unit with configurable front pushbutton control.
  - d. DSP technology to provide full speaker/microphone supervision and fully adjustable (volume/timing threshold programmable via intercom server) audio monitoring.

I. Barrier Gate (BG)

1. Provide and install Barrier Gates (BG) at all entry and exit lanes, speed ramp and helix lanes, as indicated on the Drawings.
2. All gates referenced in this specification section shall contain the following:
  - a. Non-wood gate arm; bottom of arm padded.
  - b. Electronically controlled rebound feature.
  - c. Typical gate arm and length of 10 feet, determined by lane.
  - d. LED light strip for gates with variable colors based on gate action/position.
  - e. Single piece gate arm or articulated as required by height limitations
3. BG shall have enough power/resistance to ensure they cannot manually be forced open.
4. Gate controllers with the following features and functionalities:
  - a. Microprocessor controlled and communication of gate status and functions to the PARCS workstations.
  - b. Directional logic with electronic outputs to alarms, counters and to report atypical lane activity to PARCS.
  - c. Ability to test gate operability and controller programming on-site without use of special diagnostic equipment.
  - d. "AUTO-MANUAL" switch, and "ON-OFF" switch for gate.
  - e. Contains power supplies, dust-proof relays, and other circuit components to control gate.
  - f. Receive inputs from the ENS, CT, or EXS and open after receiving the appropriate signal and close after the vehicle passes over the closing loop.
  - g. Receive commands from the PARCS workstations for remote opening and closing of the BG.
5. Gates installed at all lanes shall fail to either the closed or open position in an event there is a power failure and the UPS is no longer able to provide sufficient power to operate the lane based Owners preference.

J. Control Gate Restrictions:

1. Provide signage warning and prohibiting pedestrians and motorcycles from utilizing control gate as a means of ingress or egress to the facility.
2. Locate along approach route of the automated gate and/or affix to both sides of the control gate arm.
3. Incorporate both text and graphics to convey the hazards of ignoring.

K. Vehicle Detection Device

1. Detect vehicular presence, legal entry, legal exit, illegal exit, illegal entry, and back-out.
2. Each public entry and exit lane contains two or three vehicle detection devices.
3. If detection device is a loop detector, the below apply:
  - a. Loop detectors shall be dual channel detectors.

- b. Provide two channel pulse and presence outputs.
  - c. Provide separate, momentary contact closures upon detection of a vehicle, along with continuous contact closures during the period that the vehicle is detected.
  - d. Loop detectors shall contain two fully separate, self-tuning, vehicle loop detectors and directional logic circuitry.
  - e. Incorporate a sensitive tailgate recognition system capable of resolving two automobiles within six inches of each other on a standard 2.5 ft x 6 ft loop.
  - f. Loop detectors shall each have adjustable sensitivity modes.
  - g. Loop detectors shall generate two loop frequencies. No two frequencies shall be the same to minimize the possibility of detector crosstalk or interference between two detector loops mounted within close proximity. Detectors generating an identical frequency are unacceptable.
- 4. Different sensitivity settings shall allow vehicles of varying height and size to be properly detected.
  - 5. Vehicle detectors shall be fully microprocessor-based.

L. Cut-In Inductive Loops

- 1. Cut-into paving surface and filled with manufacturer's approved sealant.
- 2. Be formed by three to four turns of 20-gauge/16-gauge XLPE single-conductor wire.
- 3. No splices are permitted.
- 4. Contain loop leads:
  - a. Limited to a length of 30 feet
  - b. Have a four-twist minimum per foot and located at a minimum of 18 inches from electrical power lines
  - c. Be contained in separate conduit to prevent interference from electrical signals
  - d. Light in color (White, Red, or Orange) for presence loop
  - e. Dark in color (Black, Blue, or Green) for safety loop
  - f. Light in color (White, Red, or Orange) for secondary presence loop (if applicable)
  - g. Dark in color (Black, Blue, or Green) for down-stream loop (if applicable)
- 5. 20-gauge XLPE single conductor wire:
  - a. #20 AWG multi-strand copper wire
  - b. 0.040" Nominal XLPE (cross-linked polyethylene) Insulation
  - c. 0.120 Nominal O.D. for use in 1/8" saw cuts
  - d. Only used in Concrete drive lanes
- 6. 16-gauge XLPE single conductor wire:
  - a. #16 AWG multi-strand copper wire
  - b. .080" Nominal XLPE (cross-linked polyethylene) Insulation
  - c. 0.220" Nominal O.D. for use in 1/4" saw cuts
  - d. Used in Concrete or Asphalt drive lanes

7. Backer Rod:

- a. Closed cell polyethylene foam
- b. Installed prior to sealing saw cuts
- c. Holds loop wires and lead-in wire securely in saw cuts
- d. Prevents wires from floating to surface when sealant is applied
- e. Use 2" piece in at least every 2' of saw cut
- f. Used in concrete or asphalt
- g. 0.375" Nominal O.D. for use in 1/8" saw cut
- h. 0.500" Nominal O.D. for use in 1/4" saw cut

M. Roving Cashier Function

1. Proximity card with pre-loaded cash value to allow roving cashier to assist patron in payment card only lane with only cash.
2. Upon payment of cash for parking, proximity card will activate the gate with the parking fee deducted from the pre-loaded proximity card.
3. System to track Pre-loaded card and produce an activity report to balance out the cashier at the end of the shift.
4. Remaining value plus the collected cash equals the original pre-loaded value.

N. Uninterruptible Power Supply (UPS) (Add / Alternate)

1. Provide in-lane UPS back-up power.
2. Provided conditioned/emergency power through TCP/IP-enabled UPS units for the following components to protect components from loss of power, power spikes, and power sags:
  - a. PARCS Entry Lane Equipment
  - b. PARCS Exit Lane Equipment
3. UPS battery back-up sized to last 5 minutes, bridging the time before the generator takes over.
4. Battery to be Lithium Phosphate.
5. Facilitate a 30% expanded load with an 80% continuous load factor.
6. Provide a single UPS for each lane to support all PARCS devices within the lane.
7. On-line, solid state UPS that provides both backup power and transient surge protection.
8. Determine the UPS backup requirements for each of the locations where UPS backup is required, based upon the equipment that is being supplied by the Contractor. Owner to review and approve the UPS units to be provided by the Contractor.
9. Test all UPS system components during the LATs for each PARCS device.

O. Validation System

1. Web-Based Validation System Post Ticket

- a. Authorized issuer logs into a password protected account via computer, smartphone, or another web-enabled device.
  - b. Customer's ticket number is entered or ticket is scanned via handheld, desktop, and/or wall-mount scanner (hardware included with system).
  - c. Validation is selected as a cash value, time value, or a rate change.
  - d. Multiple validations can be applied to the same ticket.
  - e. Software tracks and stores user ID, ticket number and validation amount for billing purposes.
  - f. Validation billing software can calculate and prepare monthly invoices.
2. Web-Based Chaser Ticket (Follow-up Validation)
- a. Authorized issuer logs into a password protected account via computer, smartphone, or another web-enabled device.
    - 1) Printable on authorized user's workstation printer.
    - 2) Ability to send an electronic barcode via mail, email, or text.
    - 3) Single ticket or bulk volume for events.
  - b. Customer inserts or scans entry ticket into EXS.
  - c. After fee is displayed, user inserts or scans validation.
  - d. Software tracks and stores User ID, ticket number, date/time of entry and exit, and validation amount for billing purposes.
  - e. Validation billing software can calculate and prepare monthly invoices.
3. Advance Creation Entry/Exit Validation Passes
- a. Authorized user logs into the system to create custom validation pass.
  - b. Type of pass can be single day, multi day, single use, or multi use.
  - c. Valid entry and/or exit date and time can be selected.
  - d. Ability to print on paper or send an electronic barcode via mail, email, or text.
  - e. Pass can be scanned at entry and exit device; no ticket is needed.
  - f. Software tracks and stores validation pass data for reporting purposes.
  - g. Validation billing software can calculate and prepare monthly invoices.

P. Proximity Card Access System

1. Passive credential design capable of being read within 6 inches of reader.
2. Read and process credential within one second of presentation to reader.
3. Checking protocol that identifies multiple reads of same card within a few seconds (due to users "waving" card in front of reader), correcting false anti-passback reads.
4. Owner designated individuals shall be able to use the system for ingress and egress to/from the parking facilities at designated locations.
5. Authorized PARCS users shall have the ability to view and program proximity card privileges and access rules.
6. Provide the Owner with the appropriate tools to program and/or encode proximity cards from one or multiple PARCS workstations.
7. Proximity cards with a mill thickness equal to that of a standard payment card.



8. Supplied Proximity cards to be HID iCLASS SE or equal. Note none are included in the initial purchase.
9. Card readers to read both supplied cards and CID employee badges.
10. Anti-passback capabilities that can be turned on or off at the Owner's discretion for individual users, groups of users, or entire system.
11. Report the occupancy of proximity card customers in real-time.
12. Provide configurable user group parameters and rules that are accessible and changeable by the Owner on any of the PARCS workstations. Software code changes shall not be required to edit user group parameters and rules.
13. User groups and individuals within the user groups will each have the capability of being assigned access privileges based upon, date, day of week, time of day, or any combination thereof.
14. Upon reading the proximity card the display window will provide a welcoming or thank you message to include the users name and company (programmable message).

Q. AVI System

1. Reuse existing system and tags.

R. LPR System Capabilities and Integration with PARCS

1. The LPR system consists of all hardware and software necessary to provide a complete and functional LPR system that achieves the Owner's required functionality and accuracy, and that does not adversely affect any function of the PARCS.
2. Provide an LPR subsystem that is fully integrated into the PARCS, including tying the OCR (Optical Character Recognition) captured at entry to the unique ticket identification or other entry credential information, such as registered monthly parker license plate, for every transaction. Should the entry information need to be obtained at an exit station to process the transaction (i.e., lost ticket, unreadable, etc.), both the OCR and ticket is to be removed from their respective active inventories once the vehicle has exited.
3. Provide software with separately adjustable retention periods for LPR images and OCR text. Retention or discarding of either data type has no effect on the remaining data record if separate retention periods are kept. Data is purged after the retention period. Provide a retention period at least as short as one day and at least as long as 180 days.
4. Provide standards-based capability to receive text license plate characters from external sources through API that can be used for alerting purposes through System's existing software-based alerting methods.

- S. LPR CAMERAS Furnish and install image capture cameras including any lights or shade canopies necessary at all public entry and exit lanes to provide system functionality in any amount of ambient light.
2. Provide theft deterrent and vandal resistant housings and fasteners for lane equipment.
  3. Determine the exact location of each device, subject to Owner approval.

4. Entry and exit images to be pre-capture, meaning that the cameras are placed such that a vehicle's license plate is photographed before the parking credential has been issued or accepted by the entry/exit device.
5. Preferred method of illumination for license plate capture is a combination of infrared and natural/white light. If Contractor believes white light illumination is not required, Contractor is to explain the reason for this.
6. Integrate with PARCS such that gate may optionally open for valid contract users and fully paid and zero-fee transient exits.
7. Provide protection for LPR cameras from passing vehicles.

T. LPR Image Review Workstation (IRW)

1. IRWs to be provided by the Owner, with all necessary LPR software installed by the Contractor. It is acceptable for the IRW to be the same workstation as is used for the PARCS administration and reporting.
2. Provide an operator with the ability to review and correct LPR data and manage LPR exception transactions at the entries and exits.
3. Automatically send correction and exception transactions to the first available IRW and remove the exception from all system workstations after it has been successfully resolved.
4. Capability of reviewing and correcting entry images after the fact; that is after the vehicle has entered the parking facility. No time limit is to be stipulated for after the fact entry lane OCR correction, therefore, entry lane corrections can be made during off-peak transaction processing time.

U. LPR System Performance Requirements

1. Acquire an image of a vehicle's entire license plate at a 99.5 percent (99.5%) or higher rate for all non-exception vehicles as defined within this section. The intent of the 99.5% capture rate is to have a visual record of 99.5% of all non-exception license plates entering the facility.
2. Achieve an N Factor rating of 94% meaning specifically that the LPR Subsystem is to read all license plate characters, exclusive of stacked characters, correctly ninety-four percent (94%) of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR Subsystem is to be counted against the read accuracy. (i.e., if a license plate contains six standard characters "ABC123", then N=6. Therefore, in order for the system to achieve an N read, the system must return the license plate "ABC123" exactly.) Additional characters added before or after the license plate characters are to count against the read rate. (i.e., "1ABC123" would not constitute an N read.)
3. Achieve an N-1 Factor rating of 98% meaning specifically that the LPR Subsystem is to read all but one character, exclusive of stacked characters, correctly ninety-eight percent (98%) of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR Subsystem are to be counted against the read accuracy. (i.e., if a license plate contains six standard characters "ABC123", then N=6. Therefore, in order for the system to achieve an N-1 read, the system must return "xBC123", "ABC12x", etc.) Additional characters added before or after the license plate count against the read rate.

4. Exception vehicles will not count against the accuracy of the LPR Subsystem. For the purposes of the LPR performance requirements an exception vehicle is defined as:
  - a. Any vehicle whose license plate is obstructed, obscured, or encroached upon by a foreign object.
  - b. Oversized vehicles that have a total distance between the center of the drivers' side window and the end of the rear bumper greater than 15 feet.
  - c. Vehicles that contain excessive graphics and advertising such that it is impossible for the LPR system to determine which graphics belong to the license plate and which graphics do not.
  - d. Vehicles with no license plate, or relocated to a window and not in the OEM location.
  - e. Vehicles with temporary cardboard "Dealer Plates."
  - f. Damaged plates.
  - g. Plates from locations other than the U.S., Canada, and Mexico.
  - h. Motorcycles.
5. Ambient lighting conditions are to have no effect on the accuracy of the LPR system regardless of the time of the day and night. Contractor to provide any necessary shading or lighting elements required to mitigate the effect of the ambient lighting conditions on the LPR system performance.
6. Provide a means, subject to approval by the Owner, to remotely score the LPR Subsystem to ensure it meets the performance requirements. Assist the Owner in transferring images from each lane to a storage format such as CD-ROM, DVD, memory stick, or uploaded to an FTP site that can then be viewed and scored on a standalone PC by the Owner or their designated representative. Owner is to be able to select any images stored on the LPR database for scoring purposes. The Contractor to provide all software needed to test the LPR Subsystem's performance. The software is to be able to be downloadable to a standalone PC used for testing.

V. Integrated Signage:

1. Lot Full Sign

- a. Signs will be direct view LED type.
- b. Dual message LED signs display "OPEN" or "FULL" at garage entrance. (see drawing for locations)
- c. Dual LED in Red and Green to indicate garage parking availability.
- d. Controlled automatically by PARCS software or via manual override.
- e. Minimum 7"x18" overall, with minimum character height of 3.5".
- f. Mounted as indicated on drawings.

## 2.7 SOURCE QUALITY CONTROL

A. Internal Contractor Tests

1. All equipment to have successfully passed formal manufacturing tests and quality assurance inspections to validate compliance with these functional specifications prior to the start of installation. Records for formal internal Contractor testing and inspection for performance, materials quality and/or workmanship to be maintained by the Contractor and made available if requested by the Owner prior to the start of installation or at any point during the execution of the Contract.
2. Have readily available proof of product reliability analysis and testing should reliability become a problem at any time from the beginning of installation testing through the final operational test period.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Meetings: Meet with Electrical Contractor, before any rough-in work begins to:
  1. Review building plans as related to PARCS equipment.
  2. Discuss details and/or precautions to assure that all PARCS equipment functions properly.
  3. Determine that all required conduits and wiring are properly laid out.
- B. Site Verification of Conditions: Verify all existing conditions in the field prior to implementation. In the event that conditions in the field are different from the conditions described and shown in the Drawings, the Contractor shall notify the Owner in writing of the exact differences and shall inform the Owner in writing of any implications the differences have on the project.
- C. Examine location of all equipment and office equipment to determine if there are any constraints of conflicts before office equipment installation.
- D. Examine roughing-in for electrical systems to verify actual locations of connections before parking control equipment installation.
- E. Additional Wiring: Provide all additional conduit and wiring which is needed for total system performance but which was not noted on Contract Documents at no additional cost to Owner.
- F. Verify that all required PARCS conduits and wiring is properly located and installed prior to installing PARCS equipment.
- G. Verify equipment layout in accordance with manufacturer's recommendation to allow proper movement of air through and around equipment.
- H. Test, adjust and interface circuits prior to installation of PARCS equipment.
- I. Coordinate with Owner or Owner's Representative location and type of internet connection required for all external communications, i.e. payment card authorization/settlement, remote access, etc. within 30-days after award of contract.

- J. Examine substrates, areas, and conditions for compliance with requirements for installation tolerances, including equipment bases; accurate placement, pattern, and orientation of anchor bolts; critical dimensions; and other conditions affecting performance of the Work.
- K. Investigate adequacy and quality of electrical power to all existing lanes, determine grounding requirements and notify Owner in writing prior to submission of shop drawings of any requirements for new power service, conduit, wiring or grounding.
- L. Investigate existing communications conduit to all existing lanes and notify Owner in writing prior to submission of shop drawings of any requirements for replacement, relocation or extension of existing conduit not already identified for replacement or relation.
- M. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Coordinate installation, staging, and power connections with various trades to ensure a coordinated effort.
- B. Attend regularly scheduled project meetings.

### **3.3 INSTALLATION**

- A. Verify that the installation locations are prepared and ready to have the equipment installation completed. The Contractor to notify the Owner, in writing, if the Contractor finds that the installation location is not prepared for installation due to unfinished work outside of the Contractor's scope of work. The written notification to provide detail of the elements that are in need of modification in order to prepare the location for equipment installation.
- B. Proceed with installation only after unsatisfactory conditions have been remedied.
- C. Install all PARCS equipment per equipment manufacturer recommendations.
- D. Any patches, upgrades, updates, or modifications to the PARCS software during the installation period require appropriate documentation and approval before the modification is made.
- E. During installation and the warranty period, the Owner will attempt to make available to the Contractor an area to serve as an office/work area for the technicians that support the system. It is the responsibility of the on-site technicians to keep the office/work area clean and free of all hazards.
- F. PARCS System Access
  - 1. During installation, warranty, and post-warranty, real-time communication between the PARCS servers and the Contractor's software support team for supporting the

system may be required. This communication will be via an Owner-provided VPN connection and will be required to go through the firewall to get onto the Owner's network to access the PARCS servers.

2. Coordinate with the Owner to obtain VPN access to the Owner network and set up user accounts.
3. Each individual accessing the Owner network is required to have an account. Group accounts are prohibited.

### **3.4 FIELD QUALITY CONTROL/ACCEPTANCE TESTING**

#### **A. Lane Acceptance Test (LAT)**

1. Conduct LATs as a demonstration to the Owner or its representatives that the installed equipment complies with the Contract, the Contractor's product data, and to other documentation, such as user manuals.
2. When a PARCS equipment location installation has been completed, the Contractor shall conduct its internal testing of the installed equipment. Internal testing shall follow the identical LAT test procedures that shall be used during LATs observed by the Owner.
3. Upon successful completion of the Contractor's test, the Contractor and the Owner will perform the LAT to verify performance. The LAT shall only be observed by the Owner after a fully completed and signed test script verifying successful completion of the Contractor's internal lane testing is submitted. Signed internal test scripts shall be submitted at least one calendar day prior to the scheduled test with the Owner.
4. LATs shall be conducted for each PARCS entry lane, exit lane, PIL, and POF and shall include tests of PARCS equipment and software. The Contractor shall not activate the system for service until all LATs have been successfully completed for each lane or device and the Owner has notified the Contractor that it is ready to put the equipment into operation.
5. The Contractor shall provide test procedure documents for LATs as part of the Test Plan in accordance to the submittal guidelines. LAT Test Procedures Documents shall be provided for each count location type and test procedures shall include the following sections:
  - a. Narrative describing the general procedures to be followed;
  - b. Definition of all minor and major deviation types;
  - c. Checklist of all items necessary to conduct the test (e.g. PARCS devices included in the test, consumables, validations, payment cards for payments, vehicles, etc.);
  - d. Checklist for the components of each PARCS equipment location;
  - e. Signature page for all LAT participants' signatures;
  - f. Step by step instructions for testing each functionality;
  - g. Tests for verifying the reporting requirements;
  - h. Area within each test section to denote "pass" or "fail"; and
  - i. Section for listing and describing test deviations.

6. The Contractor shall provide all ancillary items necessary to complete the LATs for testing purposes. In addition, the Contractor shall make available sufficient personnel to perform the LAT in an efficient and timely manner.
7. The LAT shall be considered successfully completed when all components have passed their respective test procedures and all test documents have been signed by the Owner and Contractor. Minor deviations resulting in the creation of punch list items shall not be considered grounds for failure of the overall LAT. Major deviations found during the LAT shall result in the retest of the lane or device. The Contractor shall agree to credit the Owner from its total contract value for any travel and/or labor costs incurred by the Owner or its representatives as a result of additional effort required to retest failed devices.
8. Minor deviations are any failure that does not affect system functionality, fee calculation accuracy, transaction count accuracy, exception count accuracy, active ticket inventory accuracy (system vs. actual), transaction processing, payment card processing, calculations, or report accuracy.
9. Major deviations are any failures that affect system functionality, fee calculation accuracy, transaction count accuracy, exception count accuracy, active ticket inventory accuracy (system vs. actual), transaction processing, payment card processing, calculations, or report accuracy.

B. Operational Demonstration Test (ODT)

1. The ODT shall be comprised of all equipment, systems, and subsystems performing under actual conditions, e.g., Customer use, normal activity recording, and reporting procedures. This ODT shall demonstrate, over a period of 30 consecutive calendar days, the successful performance of all aspects of the PARCS.
2. During the ODT only routine maintenance procedures, as defined by the preventative maintenance procedures manual and according to industry standards, shall be permitted. All other maintenance procedures shall be approved in writing by the Owner before they are performed; otherwise, they shall constitute a failure of the ODT and a mandatory restart.
3. The Owner reserves the right to be present for all maintenance services during the ODT.
4. For purposes of the ODT, a subsystem is defined to be any one of the following:
  - a. PARCS Application Software
  - b. Data Communication System
  - c. PARCS Servers
  - d. PARCS Entry Lanes
  - e. PARCS Exit Lane
  - f. POFs
  - g. Proximity Card Access System
  - h. AVI System
  - i. Intercom System
  - j. PARCS Reporting System
5. The ODT shall begin after successful completion of all LATs on a date mutually selected and agreed to in writing by the Owner and the Contractor at a time designated by the Owner. The ODT monitors system performance of the entire

system operating as a single unit. The Contractor shall submit an ODT test document as part of their Test Plan in accordance with the submittal requirements. ODT test documents are intended to outline procedures for monitoring the overall performance of the PARCS and shall not include test procedures for individual components. The ODT test documents shall include:

- a. Narrative describing the general procedures to be followed
  - b. Methodology for calculation of downtime and accuracy for the various PARCS components
  - c. Electronic tracking document to be used during the ODT period for documenting failures and downtime
6. The ODT shall continue for 30 consecutive 24-hour periods during which all the performance criteria, stated below, shall have been met. If during the 30-day period the system fails to meet any one of the following specified performance criteria, the test shall begin anew on a day agreed upon by the Owner and the Contractor. The Contractor shall agree to credit the Owner from its total contract value for any travel and/or labor costs incurred by the Owner as a result of retesting the system.
7. The performance criteria for successful completion of the ODT shall include:
- a. No individual subsystem shall be operationally unavailable for four or more hours cumulative during the 30-day test period.
  - b. No individual subsystem shall be operationally unavailable for more than two consecutive hours.
  - c. If any single component fails more than once during the 30-day period for the same reason, it shall be replaced upon the second failure with a newly manufactured component of the same type and the test shall continue.
  - d. No component of a given type shall fail more than three times during the 30-day test period for the same reason. Upon the fourth failure all components of that type shall be replaced or modified to correct the common deficiency, and the test shall be restarted from the beginning.
8. In addition to the PARCS reports generated during the ODT, the Contractor shall provide to the Owner a one-page summary report that clearly provides the overall percentage of system downtime and causes of that down time.
9. The Contractor shall provide to the Owner a corrective action report that provides a detailed description of each failure that occurs during the ODT. The corrective action report shall include the type of failure, why the failure occurred, what was done to remedy the failure, and whether or not the failure resulted in a restart of the ODT.
10. A subsystem shall be considered unavailable as long as any major component of the subsystem is not functioning.
11. An inoperative subsystem shall not be deemed unavailable if it has become inoperative because of:
- a. Outage of line power beyond required duration of UPS power backup
  - b. Malicious damage or vandalism to a component(s) by employees, customers or others
  - c. Network connectivity issues beyond the PARCS



- d. PARCS failures due to issues and/or failures outside of the Contractor's control
  - e. Failures caused by a 3rd party
  - f. Act of God
- 12. Should a failure occur in the system that is caused by normal hardware failure, it shall be repaired and the test resumed with downtime accrued. Where the failure causes inadequate test data to be collected or a loss of test data, then the test shall be restarted from a point where it can be successfully completed with data to verify compliance with the Contract and the test procedures document.
- 13. If the system "crashes" during a test, then the test shall be stopped. "Crash" is defined as a failure in which the PARCS cannot properly process vehicles or record transactions. The Contractor shall analyze the cause of the system "crash," document the cause in a system problem report, responsively repair the flaw, and document the repair in a corrective action report.
- 14. Where corrective action impacts delivered documentation, the documentation shall be corrected prior to Final System Acceptance.
- 15. Upon formal written approval of the corrective action report by the Owner, testing may continue if a problem has been encountered as long as the Contractor can clearly demonstrate that the failure is associated only with one function of the system, corrective action has been taken to remedy the failure, and the corrective action shall not impact other areas of the system.
- 16. Where the system does not perform a function or incorrectly performs the function but the system does not crash, testing may continue, as long as the function is corrected and all of the following conditions are met:
  - a. the functionality of processing vehicles and recording transactions works properly according to the Contract
  - b. no personnel, vehicle or driver safety issues exist
  - c. PARCS applications continue to function normally
  - d. failure does not cause loss or contamination of data
  - e. all reports are 100% accurate.
- 17. Where the above criteria are not met, the test shall be stopped and corrective action taken and verified prior to testing restart.
- 18. During the test, the continued availability of the system shall be demonstrated. Where a failure occurs that causes data loss, system instability (crash), and/or contamination of the data and the database, the Contractor shall immediately correct the problem. Testing shall continue until a consecutive 30-day period of stable operation is achieved. Stability is defined as the proper functioning of the PARCS with a failure having no impact on the continued system operation or on the integrity of data.

C. Punch List

- 1. Starting with the beginning of installation through Final System Acceptance, the Contractor shall submit a document on a weekly basis showing the status of all outstanding system issues, regardless of severity, including the plan for resolution and estimated completion date.
- 2. All deviations noted during acceptance testing shall be recorded on the Punch List.

D. Final System Acceptance

1. Final System Acceptance will be submitted by the Owner, in writing to the Contractor, upon successful completion of all acceptance tests, and upon verification by the Owner of complete resolution of all outstanding items on the Punch List.

**3.5 INSTRUCTION AND TRAINING**

- A. By means of instructional classes augmented by individual instruction as necessary, the Contractor shall fully instruct the Owner's designated staff in the operation, adjustment, and maintenance of all products, equipment, and systems.
- B. Coordinate scheduling of instruction and training classes with Owner to avoid conflicts and peak-period personnel demands. Submit a proposed instruction schedule at a joint meeting conducted prior to equipment installation. Owner will tentatively approve or suggest changes to the training schedule at that time.
- C. Submit an outline of the instruction material and approximate duration of the session. Ample time shall be allotted within each session for the Contractor to fully describe and demonstrate all aspects of the PARCS, and allow Owner personnel to have hands-on experience with the PARCS.
- D. All instruction courses to consist of classroom instruction and actual "hands-on" experience. Classes to be set up in a room designated by the Owner. Provide one instructor for the duration of each program.
- E. The instructor shall speak fluent English in a clear and precise manner.
- F. The class material shall include schematics, as well as an overview and descriptions of the equipment.
- G. The Contractor shall provide all documentation required for instructing Owner personnel. The Owner retains the right to copy training materials as frequently as required for ongoing internal use only.
- H. An instructional notebook or user's manual shall accompany every instruction course. The Contractor shall submit a hardcopy of the user's manual per the submittal guidelines. In addition, all manuals (instruction and maintenance) shall be submitted in electronic format (.PDF) on a CD-ROM or DVD. The user's manuals shall be written in common English with appropriate photos, diagrams, and schematics to supplement the text.
- I. Training classes to be provided for the following groups:
  1. Cashiers
  2. Supervisors
  3. System Administrators
  4. Accounting/Audit
  5. Maintenance Staff

### **3.6 EQUIPMENT PROTECTION**

- A. All above ground equipment components installed near drive isles shall be protected from damage by vehicular movements by protective bollards or other barriers as recommended by the Contractor. Contractor is responsible for final bollard location of new bollards to ensure installed bollard does not prevent access to the PARCS devices or interfere with the travel path of PARCS access doors. Where possible adjust within acceptable limits equipment intended to be protected by existing bollards.
- B. Each above ground island-mounted device shall be protected by one or more bollards.

### **END OF SECTION 11 12 26**

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**EXHIBIT C  
SAMPLE CONTRACT**

**PARCS PROCUREMENT AND INSTALLATION, AND MAINTENANCE AGREEMENT**

This PARCS Procurement, Installation, and Maintenance Agreement ("**Agreement**") is entered into between the Cedar Rapids Airport Commission (the "**Commission**") and \_\_\_\_\_, a \_\_\_\_\_ corporation qualified to do business in Iowa and having offices at \_\_\_\_\_ (the "**Company**"), both the Commission and the Company are each a **Party** and collectively referred to as the "**Parties**".

**RECITALS**

WHEREAS, the Commission desires to obtain a Parking Access & Revenue Control System (PARCS) for the Eastern Iowa Airport (the "**Airport**"); and

WHEREAS, on \_\_\_\_\_, the Commission advertised for proposals for a "Parking Access & Revenue Control System (PARCS)" ("**PARCS**"), which included a proposal due date of \_\_\_\_\_, the Request for Proposals ("**RFP**"); and

WHEREAS, the Commission received \_\_\_\_\_ proposals within the deadline for submission; and

WHEREAS, in accordance with the evaluation criteria set out in the RFP, an evaluation and selection committee reviewed the timely submitted proposals and determined that the Company, which is in the business of providing such services, submitted the best overall proposal based on the requirements of the RFP; and

WHEREAS, the Company desires to perform, and represents that it is qualified to perform in accordance with the standards of its profession, services for the Commission in connection with the PARCS.

WHEREAS, the Parties now desire to enter into an Agreement to formalize the Company's provision of a new PARCS at the Airport and to implement the requirements of the RFP and the provisions of the proposal made by Company.

NOW THEREFORE, the Company and the Commission, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS**

The Agreement between the parties includes: (1) this document, including the Recitals; (2) Addenda (if applicable); (3) the RFP, including its attachments and exhibits; (4) the Company's proposal dated \_\_\_\_\_ (the "**Proposal**"). The listed documents are to be interpreted so as to give effect to all terms of each and to harmonize their provisions. To the extent there are provisions in the listed documents that are irreconcilable, the order of precedence is as listed in this section.

**SECTION 2. SCOPE OF SERVICES TO BE RENDERED**

- A. Company shall provide the services under the terms and conditions set forth in this Agreement ("**Scope of Work**" or "**Work**"). Company shall not perform work beyond the Scope of Work except pursuant to the Commission's prior written request. Company will perform the Work in a professional and workmanlike manner in accordance with recognized industry standards.
- B. Company is an independent Company. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture. Company has no authority to act as agent for, or on behalf of, the Commission, or to represent the Commission, or bind the Commission in any manner.

**SECTION 3. TERM OF AGREEMENT**

The Company's obligation to provide the PARCS begins and terminates on the following dates:

Agreement Date \_\_\_\_\_

Anticipated Installation Commence Date (PARCS project and infrastructure to be completed concurrently)	_____
Substantial Completion (Operational)	_____
Final Completion (System Testing and Closeout Complete)	_____

#### SECTION 4. PRICES AND PAYMENT

- A. For the term of this Agreement, including extensions, the Commission shall pay Company to perform the Scope of Work as noted in the Price Proposal Forms (Exhibit A).
- B. Company may invoice the Commission monthly for work completed and equipment installed during the previous month. The Commission shall pay Company within 30 days after the Commission receives an accurate invoice with documentation showing detailed summaries for services performed.
- C. Company shall pay Liquidated Damages for noncompliance with completion provisions in the amount of Five Thousand Dollars (\$5,000.00) for each Calendar Day thereafter that the work remains incomplete.

#### SECTION 5. SOFTWARE LICENSE & INTELLECTUAL PROPERTY RIGHTS

- A. Software License Grant  
Contractor hereby grants to the Commission a perpetual, irrevocable, non-exclusive, royalty-free license to install, operate, access, use, and permit third-party operators engaged by the Commission to use all Software required to operate the PARCS, including any modules, firmware, cloud components, APIs, analytics tools, and interfaces necessary for full system functionality.  
  
This license shall survive termination or expiration of the Agreement for so long as the Commission continues to use the PARCS system, unless termination is due to Commission breach.
- B. Prohibition on Additional License Fees  
No additional licensing fees, seat-based fees, recurring usage fees, or subscription fees shall apply except those expressly stated in the Contract Price or the Maintenance & Support Fee Schedule.
- C. Intellectual Property Rights  
Contractor retains ownership of its pre-existing intellectual property; however, all customizations, configurations, integrations, interfaces, reports, and deliverables paid for by the Commission shall be deemed “works made for hire” and owned exclusively by the Commission.
- D. Source Code Escrow  
If the Software is proprietary or cloud-dependent, Contractor shall, within sixty (60) days of execution, place the current source code and documentation into an escrow service acceptable to the Commission. Release triggers shall include:
  - i. Contractor bankruptcy, insolvency, or dissolution
  - ii. Contractor ceasing support
  - iii. Contractor breach of maintenance obligations for more than 60 days

#### SECTION 6. DATA OWNERSHIP, ACCESS, AND PORTABILITY

- A. Data Ownership Clause  
All data generated, collected, stored, or processed by the PARCS, shall be and remain the exclusive property of the Commission, including but not limited to:
  - i. revenue data
  - ii. transactional records
  - iii. LPR images and metadata
  - iv. subscription customer accounts

- v. employee and tenant access data
  - vi. system logs
  - vii. audit trails
- B. Data Access  
Contractor shall provide the Commission with unrestricted access to all data at all times, including real-time access and the ability to export data without Contractor involvement.
- C. Data Portability  
Contractor shall provide, at no additional charge, complete data extracts in formats usable by the Commission when requested, including at termination.

## **SECTION 7. SECTION 4 — CYBERSECURITY, PCI-DSS, AND INFORMATION SECURITY**

- A. Cybersecurity Requirements
  - i. Contractor shall implement and maintain cybersecurity controls aligned with:
  - ii. NIST SP 800-53 or NIST SP 800-171
  - iii. DHS/TSA cybersecurity guidance for airports
  - iv. industry best practices for cloud-based parking systems
- B. PCI-DSS Compliance  
Contractor shall maintain full PCI-DSS compliance for all credit card processing components. Contractor shall provide annual PCI attestation and quarterly scans.
- C. Security Incident Notification  
Contractor shall notify the Commission of any actual or suspected data breach, intrusion, malware incident, ransomware attempt, unauthorized access, or security compromise within 72 hours of discovery.
- D. Liability for Cyber Events  
Contractor shall indemnify and hold harmless the Commission from all costs, penalties, damages, legal fees, and remediation expenses arising from any data breach or cybersecurity failure attributable to Contractor.

## **SECTION 8. AGREEMENT ADMINISTRATION**

The work to be performed by the Company shall at all times be subject to the general supervision and approval of the Commission Airport Director or his designee. The Airport Director hereby designates general supervision and authority to the Commission's Director of Properties and Business Development. The Director of Properties and Business Development or his designee will be the liaison between the Company and the Commission for the purpose of administering the work to be performed under this Agreement.

## **SECTION 9. TERMINATION AND ADJUSTMENT**

- A. If Company fails to fulfill its obligations under this Agreement, the Commission may terminate this Agreement after giving the Company ten days written notice to cure such failure. The ten-day cure period will begin on the date shown on the written notification from the Commission. If within the 10 day period Company fails to cure to the reasonable satisfaction of the Airport Director, then the Commission may give notice that it is terminating this Agreement and Company shall cease all activity associated with this Agreement at such time as the notification is received. The Commission has the right to set off the cost of procuring another Company to perform or complete the Scope of Work in the event Company fails to perform the Work satisfactorily.
- B. At any time prior to completion of the Work, the Commission may, in its sole discretion, terminate the Agreement by providing the Company written notice of its intention to terminate. Unless the notification provides otherwise, Company shall cease all activity associated with this Agreement at

the time the notification is received. If the termination is without fault of the Company, the Commission shall pay for Work satisfactorily performed to the date of termination and reimburse Company for unrecoverable expenses Company incurred prior to receiving the notification.

## **SECTION 10. ACCEPTANCE TESTING AND COMMISSIONING**

### **A. Acceptance Testing Process**

The PARCS system shall not be accepted until successful completion of a Commission-approved Acceptance Testing Plan, which shall include:

- i. functional testing
- ii. regression testing
- iii. performance testing
- iv. LPR accuracy verification
- v. payment processing validation
- vi. reporting accuracy validation
- vii. network and cybersecurity validation

### **B. Rejection and Re-Testing**

Any failed test shall result in rejection. Contractor shall correct deficiencies and repeat testing at its sole cost until all tests are passed.

### **C. Final Acceptance**

Final Acceptance occurs only upon completion of:

- i. all acceptance tests
- ii. 30-day error-free operational period ("burn-in period")
- iii. receipt of manuals, training, and documentation
- iv. correction of all punch list items

D. No payments designated as payable upon "Final Acceptance" shall be due before this milestone.

## **SECTION 11. TERMINATION ASSISTANCE & TRANSITION SERVICES**

Upon termination or expiration, Contractor shall provide reasonable transition assistance for up to 6 months, including:

- A. data migration
- B. cooperation with new vendor
- C. documentation transfer
- D. removal of proprietary lockouts  
at no additional cost unless excessive work is required.

## **SECTION 12. BOND AND INSURANCE**

Prior to beginning work at the Airport, Company shall provide the bond in the form of *Attachment 6 to the RFP* as well as certificates of insurance and endorsements showing that the Company has obtained the insurance required by Exhibit E to the RFP. Company shall obtain and shall maintain in continuous effect during the term of this Agreement, and while any of its obligations remain unsatisfied, the insurance coverages, limits, waivers and endorsements set forth in Exhibit E of the RFP.

## **SECTION 13. INDEMNIFICATION**

The Company shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, the Cedar Rapids Airport Commission, its officers employees, and engineer from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with

the investigation and defense of any claim, rendered or incurred by or on behalf of the Commission, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Company, its employees, subcontractors or any independent contractors working under the direction of either the Company or subcontractor in the performance of this Agreement.

#### **SECTION 14. COMPLIANCE WITH FEDERAL AVIATION AND TRANSPORTATION SECURITY REGULATIONS**

- A. Company shall comply at all times with Federal Aviation Regulations (FAR) Part 139, and Transportation Security Regulations (TSR) Parts 1500, 1520 1540 and 1542, the Commission's policies, regulations and ordinances, the Commission's Transportation Security Administration approved Airport Security Program, and any other applicable laws, regulations and rules as they currently exist and as they are amended from time to time. Company further agrees that any fines levied upon the Commission, its officers, employees, agents, volunteers and others working on behalf of the Commission ("Indemnitees") pursuant to enforcement of FAR Part 139 and TSR Parts 1500, 1520, 1540, and 1542 due to acts or omissions by Company, Company's agents, servants, officers, employees, or independent bidders, will be borne by Company. Company further agrees to indemnify and hold harmless the Indemnitees from any and all fines levied and from any and all claims, demands, liabilities, or expenses of every kind or nature related to such levy or defense to such levy (including, but not limited to, salary of attorneys employed by the Commission) that Indemnitees may incur or at any time sustain or incur by reason of or in consequence of acts or omissions by Company. Company further agrees to indemnify and hold harmless Indemnitees from any and all claims, demands and or lawsuits arising out of Company's or Company's agents, servants, officers, employees, or independent Company's' failure to comply with FAR Part 139 and TSR Parts 1500, 1520, 1540 and 1542, the Airport Security Program or any other applicable law, regulation or rule.
- B. Company shall control all persons and vehicles entering any Airport restricted area (including aircraft movement area) through its leased space, if any, in accordance with the Airport Security Program and in compliance with TSR Parts 1500, 1520, 1540, and 1542 as they currently exist and as they are amended from time to time.

#### **SECTION 15. SENSITIVE SECURITY INFORMATION**

Company, with respect to Sensitive Security Information (SSI), as defined in 49 CFR § 1520, that it has received or receives during the performance of services, shall:

- A. Safeguard those documents, and the information contained in them, from disclosure by keeping the documents under the control of authorized persons only and storing the documents in a secure container, such as a locked desk, file cabinet or locked room when not in use;
- B. Not release those documents, or the information contained in them, to any party, company, person, organization or entity for any reason that does not directly serve the Company's obligations to the Commission under this Agreement as determined by a Company's employee with appropriate supervisory and decision-making authority;
- C. Not release those documents, or the information contained in them, in response to a request under the Iowa Open Records Act or the Federal Freedom of Information Act without affording the Commission the opportunity under those laws to protect those documents from disclosure;
- D. Timely notify the Commission if a request is made for those documents or the information contained in them;
- E. Return, or destroy, at the option of the Commission, those documents immediately following the completion of the agreed upon services;
- F. Comply with federal regulations in handling SSI;
- G. Within 20 days of the completion of Agreement performance, provide the Airport with a listing of all SSI material received, returned and destroyed.



- H. Company acknowledges that the Commission has the right to seek all appropriate legal remedies for any violation of the foregoing.

## **SECTION 16. FEDERAL OBLIGATIONS**

Company shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability and shall furnish evidence of compliance with this provision when so requested by the Commission.

## **SECTION 17. OWNERSHIP OF DOCUMENTS:**

- A. The Company agrees that the Commission is the sole and exclusive owner of all designs, design plans, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form, prepared under this Agreement (the "Design Documents"). The Company hereby irrevocably assigns, transfers and conveys to the Commission all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary rights arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests. The Company warrants to the Commission that the Design Documents will be free from any claims or encumbrances of intellectual property or proprietary rights of the Company and any third party, including any employee, agent, Company, sub-Company, subcontractor, subsidiary or affiliate of Company. Upon completion or termination of this Agreement, the Company shall immediately turn over to the Commission all Design Documents not previously delivered to the Commission.
- B. To the extent any of the Company's rights in the Design Documents are not subject to assignment or transfer, including any moral rights and any rights of attribution and integrity, the
- C. Company hereby irrevocably and unconditionally waives such rights, and the enforcement of them, and agrees not to challenge the Commission's rights in and to the Design Documents.

## **SECTION 18. GOVERNING LAW**

- A. This Agreement is entered into and performable in part in Linn County, Iowa, and shall be governed by and construed in accordance with the laws of the state of Iowa, without regard to its conflicts of laws principles. Company and Commission hereby submit to the exclusive jurisdiction of the United States federal district court for the Southern District of Iowa or the Iowa district court sitting in Polk County, Iowa in any action or proceeding arising out of or relating to this, and Company and the Commission hereby irrevocably agree that all claims and counterclaims in respect of any such action or proceeding shall be heard and determined in any such court. Company and the Commission each waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens that they may now or hereafter have to the bringing of any such action or proceeding in any such court.
- B. Waiver of Jury Trial. Each of the parties hereby irrevocably and unconditionally waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

## **SECTION 19. COMPLIANCE WITH LAW**

Company shall comply at all times during the term of this Agreement, at its own cost and expense, with all applicable present and future ordinances, rules, regulations and laws of the Commission, county or state government or of the United States Government, and of any political division, subdivision or agency, authority or commission which may have jurisdiction to pass laws or ordinances with respect to the matters addressed in this Agreement.

## **SECTION 20. SUCCESSORS AND ASSIGNS BOUND**

All the terms, covenants, and agreements in this Agreement are binding upon and will inure to the benefit of successors, assigns, and legal representatives of the parties.

## **SECTION 21. NONWAIVER OF RIGHTS**

No waiver of default by either party of any of the terms, covenants, and conditions of this Agreement will be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions of this Agreement.

## **SECTION 22. SEVERABILITY**

If one or more clauses, sections, or provisions of this Agreement, or their application, are held to be unlawful, invalid, or unenforceable, the remainder of this Agreement and the application of its remaining provisions will not be affected thereby.

## **SECTION 23. PARAGRAPH HEADINGS**

The paragraph headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision.

## **SECTION 24. ENTIRE AGREEMENT**

This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties, and all prior promises, representations or statements, verbal or written, are merged in this Agreement.

## **SECTION 25. LICENSES AND PERMITS**

Company shall obtain all applicable licenses and permits as required by federal, state, or local law.

## **SECTION 26. AGREEMENT CONSTRUCTION**

Words and phrases in this Agreement are to be construed as in the singular or plural number, as masculine, feminine, or neuter gender, and as disjunctive or conjunctive, according to the context. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not apply to the interpretation of this Agreement or any amendments to this Agreement.

## **SECTION 27. REPRESENTATIONS OF PARTIES**

The Commission and Company represent that each has the full power and proper authority to make and execute this Agreement, to exercise its rights, powers and privileges as described, and to perform the agreements and covenants contained in this Agreement. Company further warrants that it has the authority to enter into and be bound by the terms of this Agreement and no order of any bankruptcy or other court, and no agreement with others, prohibits or limits such authority.

## **SECTION 28. NO THIRD-PARTY BENEFICIARIES**

It is not the intention of the parties by entering into this Agreement to create any rights in any person not a party to this Agreement.

## **SECTION 29. NOTICES**

All notices that the parties are authorized or required to give one another pursuant to this Agreement, and all reports, payments and invoices, must be in writing and may be personally delivered or sent by ordinary mail to the addresses provided below. Mailed notices, reports, payments or invoices will be presumed to

be received by the party to whom directed three days after they are postmarked. Such notices, reports, payments and invoices must be delivered or mailed to the following persons at the addresses listed:

**Commission:**

Airport Director  
Cedar Rapids Airport Commission  
2121 Arthur Collins Parkway SW – Suite 10  
Cedar Rapids, Iowa 52404  
Email: [m.lenss@flyCID.com](mailto:m.lenss@flyCID.com)

**Company:**

**SECTION 30. INVOICE PROCEDURE AND PAYMENT TERMS**

- A. Invoices should be submitted within thirty (30) days after the Work is completed.
- B. All invoices and supporting documentation shall be submitted at the intervals as agreed upon:  
In a PDF format via e-mail to: [AP@flyCID.com](mailto:AP@flyCID.com) or  
Via US mail to:  
The Eastern Iowa Airport  
2121 Arthur Collins Parkway SW – Suite 10  
Cedar Rapids, IA 52404
- C. At a minimum, Company invoices shall include the following information:
  - i. Company name and address
  - ii. Date of Work
  - iii. Commission PO number
  - iv. Description of Work
  - v. Itemized list of services provided, location and address
  - vi. Unit price
  - vii. Extended price
  - viii. The total amount being invoiced
- D. The Commission is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Commission is exempt will be deducted from invoices before payment is made. The Commission's Tax ID number is 42-6004336.
- E. Payment terms for Work authorized under this Agreement shall be net forty-five (45) days, less any applicable retainage, upon receipt of an acceptable original invoice, as noted herein, and after Work is provided and accepted and all required invoice support documentation is received in a format acceptable to the Commission.
- F. The Commission may withhold payment per *Section 31* of this Agreement.

**SECTION 31. COMMISSION'S RIGHT TO WITHHOLD**

- A. Notwithstanding any other provision of this Agreement and without prejudice to any of Commission's other rights or remedies, the Commission shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any payment that may be or become due under this Agreement such amount as may reasonably appear necessary to compensate Commission for any actual or prospective loss due to:
  - i. Work that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Company;
  - ii. Damage for which Company is liable under this Agreement;
  - iii. Valid liens or claims of lien;

- iv. Valid claims of subcontractors or other persons;
  - v. Delay in the progress or completion of the Work;
  - vi. Inability of Company to complete the Work;
  - vii. Failure of Company to properly complete or document any pay request or invoice;
  - viii. Any other failure of Company to perform any of its obligations under this Agreement; or
  - ix. The cost to Commission, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Commission's remedies set forth in this Agreement.
- B. The Commission shall be entitled to retain any and all amounts withheld until the Company shall have either performed the obligations in question or furnished security for such performance satisfactory to the Commission. The Commission shall be entitled to apply any money withheld or any other money due Company under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Commission and chargeable to the Company under this Agreement.

## **SECTION 32. ENTIRE AGREEMENT**

This Agreement and its Attachments contain the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced.

## **SECTION 33. ASSIGNMENT**

The Commission and the Company each is hereby bound and the partners, successors, executors, administrators and legal representatives of the Commission and the Company are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Agreement. Any assignment or attempt at assignment made without prior written consent of the Commission shall be void.

## **SECTION 34. SUBCONTRACTING**

- A. The Work relating to this Agreement, or any portion thereof, unless documented in this Agreement, may not be subcontracted without the prior written approval by the Commission Director in the form of a Agreement amendment, as documented in *Section 39* of this Agreement.
- B. Requests to add Subcontractors shall be in writing and shall name the Work to be performed, the organization which will perform the Work, and the value of the Work to be performed and shall only be added by written amendment to this Agreement.
- C. Subcontractors which are shown as part of this Agreement shall be deemed to be approved when this Agreement is executed.
- D. Subcontractors shall meet and be held to all of the terms and conditions of this Agreement by the Company.

## **SECTION 35. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

In its performance of this Agreement, the Company shall abide by all of the Civil Rights Nondiscrimination requirements in Exhibit B.

### **SECTION 36. NON-COLLUSION STATEMENT**

- A. Neither the Company, nor anyone in the employment of the Company, has employed any person to solicit or procure this Agreement nor will the Company make any payment or agreement for payment of any compensation in connection with this Agreement.
- B. There is no Agreement, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under this Agreement, or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in this Agreement.
- C. Neither the Company, nor anyone in the employment of the Company, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with this Agreement.

### **SECTION 37. CONFLICT OF INTEREST**

Company represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Company and the Commission that is a conflict of interest. No employee, officer or agent of the Company or sub-Company shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Ch. 68B shall apply to this Agreement. If a conflict of interest is proven to the Commission, the Commission may terminate the Agreement, and Company shall be liable for any excess costs to the Commission as a result of the conflict of interest. The Company shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Company shall report any potential, real, or apparent conflict of interest to the Commission.

### **SECTION 38. FORCE MAJEURE**

Force Majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

### **SECTION 39. AGREEMENT AMENDMENTS**

- A. No alteration, change, or modification of the Scope of Work, Schedule, or any of the terms or conditions of this Agreement shall be valid unless made by written amendment.
- B. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement and signed by the Commission Director.
- C. The Company shall not commence any Work not included in the Scope of Work or change the schedule until authorized in writing by the Commission Director in the form of a Agreement amendment.
- D. The Company shall not exceed the maximum fees, as noted in *Section 6.0*, without a prior written request to the Commission Purchasing Agent and authorization by written amendment to this Agreement, including a change to the Scope of Work. The written request shall include

documentation and justification for such request including a detailed cost and schedule impact to the Project.

- E. Company shall make no claim for additional compensation in the absence of a written Agreement amendment to this Agreement.

#### **SECTION 40. CLOSEOUT OF AGREEMENT**

Upon completion of the Work included in this Agreement, the Company shall submit the following:

- A. All documents requested by the Commission
- B. A final invoice

#### **SECTION 41. SURVIVAL**

All express representations and indemnifications made in or given in this Agreement will survive the completion of all Work of the Company under this Agreement or the termination of this Agreement for any reason subject to applicable state statutes.

#### **SECTION 42. SEVERABILITY**

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Commission and the Company, who agree that the Agreement shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **SECTION 43. PRIMARY CONTACTS**

<b>Commission – Agreement Administrator:</b>		<b>Company – Agreement Administrator:</b>	
Caleb Mason			
Director of Properties & Business Development			
2121 Arthur Collins Parkway SW – Suite 10			
Cedar Rapids, Iowa 52404			
Phone	(319) 731-5734	Phone	
E-Mail	<a href="mailto:c.mason@flyCID.com">c.mason@flyCID.com</a>	E-Mail	

#### **SECTION 44. EXECUTION BY COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

[END OF AGREEMENT TEXT, SIGNATURE PAGE FOLLOWS]

WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their appropriate officials, the day and year first above written.

**CEDAR RAPIDS AIRPORT COMMISSION**

**COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**EXHIBIT A TO CONTRACT  
PRICE PROPOSAL FORM**

[INSERT PRICE PROPOSAL FORM]



**EXHIBIT B TO CONTRACT  
CIVIL RIGHTS NONDISCRIMINATION**

1. In all its activities within the scope of its airport program, Company agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Company transfers its obligation to another, the transferee is obligated in the same manner as Company. This provision obligates Company for the period during which the property is used or possessed by Company and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Agreement, Company for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
  - A. 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);
  - B. 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);
  - C. 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);
  - D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.) as amended (prohibiting discrimination on the basis of disability), and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
  - F. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - G. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadening 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 terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Company’s, whether such programs or activities are Federally funded or not);
  - H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibits 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) as implementing by U.S. Department of Transportation Regulations at 49 CFR Parts 37 and 38;
  - I. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - J. 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;
  - K. 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 proficient (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 (2005)]; and
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 et seq.)
3. Company, including personal representatives, successors in interest, and assigns, as a part of the

consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Company will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the Commission will have the right to terminate this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued.

4. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest, agrees as follows:
  - A. Compliance with Regulations: Company 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 Agreement.
  - B. Nondiscrimination: Company, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontract, including procurements of materials and Agreements of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Company for work to be performed under a subcontract, including procurements of materials, or Agreements of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Agreement and the Nondiscrimination Acts and Authorities.
  - D. Information and Reports: Company 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 Commission or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Company is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to the Commission or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
  - E. Sanctions for Noncompliance: In the event of Company's noncompliance with the non-discrimination provisions of this Agreement, the Commission will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
    - (i) Withholding payments to the Company under the Agreement until the Company complies; and/or,
    - (ii) Cancelling, terminating, or suspending this Agreement, in whole or in part.
  - F. Incorporation of Provisions: Company will include the provisions of this subsection in every Agreement, including procurements of materials and Agreements of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant hereto. Company will take action with respect to any subcontract or procurement as the Commission or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Company may request the Commission to enter into any litigation to protect the interests of the Commission. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

## EXHIBIT D GENERAL TERMS & CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word COMMISSION refers to the Cedar Rapids Airport Commission throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the COMMISSION.
2. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is in arrears to the Commission upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or that is deemed irresponsible or unreliable by the Commission. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. **PROPOSAL FORM** - In case of a discrepancy between the unit price and the extended price, the unit price shall prevail. The Proposer shall submit its Proposal on the forms furnished by the Commission.
4. **SPECIFICATION DEVIATIONS BY THE PROPOSER** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
5. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
6. **BROCHURES** - Proposals shall include adequate brochures, latest printed specifications, and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
7. **SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS** - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
8. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
9. **PROPOSAL PREPARATION COSTS** - Issuance of this Request for Proposals (RFP) does not commit the Commission in any way, to pay any costs incurred in the preparation and submission of a Proposal. Nor does the issuance of this RFP obligate the Commission to enter into a contract for any services or equipment. All costs related to the preparation and submission of a Proposal shall be paid by the Proposer.
10. **HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless The Commission, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
11. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on your Signature Page. If quick pay discounts are offered, the Commission reserves the right to include that discount as part of the award criteria. Prices proposal or proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.
12. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
13. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The Commission reserves the right to reject any or all Proposals and to re-advertise. The Commission further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Commission.
14. **PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.
15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected, and accepted within 30 days and on receipt of an original invoice.
16. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.

18. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the Commission.
19. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal by either airfreight, postal service, or other means.
20. **MISCELLANEOUS** - The Commission reserves the right to reject any and all proposals or parts thereof. The Commission reserves the right to inspect Supplier's facilities prior to the award of this proposal. The Commission reserves the right to negotiate optional items with the successful Proposer.
21. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the Commission.
22. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
23. **PATENT GUARANTEE** - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the Commission, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Commission.
24. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the Commission shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Commission, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Commission, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of breach of the award by the successful Supplier and the Commission may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the Commission from the successful Supplier is determined.
25. **TERMINATION OF AWARD FOR CONVENIENCE** - The Commission may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Commission, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the Commission as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the Commission which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.
26. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
27. **ACCEPTANCE OF TERMS BY SHIPMENT** - Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the proposal upon the terms and prices set forth herein.
28. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Commission. Any assignment or attempt at assignment made without such consent of the Commission shall be void.
29. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.
30. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this proposal and subsequent awards, Commission holiday closures are typically New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.) Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the Commission may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.
31. **EXTENSION** - Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
32. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
33. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.

34. **METHOD OF AWARDING/QUOTING** - The Commission reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the Commission may consider your proposal non-responsive and reject the entire proposal.
35. **TAXES** - The Commission is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Commission is exempt will be deducted from invoices before payment is made.
36. **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the Commission in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the Commission and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Commission and its officers and employees harmless from any claims arising from the release of any document or information made available to the Commission arising from any proposal opportunity.
37. **TITLE VI NONDISCRIMINATION**: The Commission 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 opportunity 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.

<p style="text-align: center;"><b>EXHIBIT E</b> <b>INSURANCE &amp; INDEMNIFICATION REQUIREMENTS</b></p>
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## **1. GENERAL**

The Contractor shall purchase and maintain insurance to protect the Contractor and COMMISSION throughout the duration of this Contract. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "A-." All policies shall be written on an occurrence basis and in form and amounts satisfactory to the COMMISSION. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the COMMISSION prior to Contract execution or commencement of work and/or services.

## **2. INSURANCE REQUIREMENTS**

- a. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000 are required. ***Waiver of Subrogation in favor of the COMMISSION is required.***
- b. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of the COMMISSION is required.***
  - i. Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.
- c. AUTOMOBILE LIABILITY INSURANCE: The Contractor shall procure and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit covering Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles. Policy shall include Contractual Liability coverage. ***Waiver of Subrogation in favor of the COMMISSION is required.***
- d. UMBRELLA/EXCESS LIABILITY INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies. In addition to primary policy limits, Contractor shall procure and maintain Umbrella or Excess Insurance limits of no less than \$5,000,000. ***Waiver of Subrogation in favor of the COMMISSION is required.***
- e. PROFESSIONAL LIABILITY INSURANCE: Professional Liability Insurance with a limit of not less than \$2,000,000, only if a professional service is being provided.
- f. ADDITIONAL INSURED ENDORSEMENT: The General Liability Insurance and Automobile Liability Insurance policies shall include the COMMISSION as an Additional Insured. The General Liability Insurance policy shall include standard ISO endorsements CG 20 26 07 04 and CG 20 37 07 04 or their ISO/non-ISO equivalents. The Contractor's insurance shall be primary to that of the COMMISSION and noncontributory to any other insurance or similar coverage available to the

COMMISSION whether the other available coverage is primary, contributing or excess. Any certificates of insurance furnished in accordance with this Agreement shall specify the Commission and its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents and employees have been added as additional insured as required under the Agreement.

- g. GOVERNMENTAL IMMUNITY ENDORSEMENT: The General Liability Insurance and Automobile Liability Insurance policies shall include the COMMISSION Governmental Immunities Endorsement language as provided below. Standard ISO or insurance carrier "Waiver of Immunity" endorsements are not acceptable.

### 3. CEDAR RAPIDS AIRPORT COMMISSION GOVERNMENTAL IMMUNITIES ENDORSEMENT

- a. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the Cedar Rapids Airport Commission as Additional Insureds does not waive any of the defenses of governmental immunity available to the Cedar Rapids Airport Commission under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- b. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
- c. Assertion of Government Immunity. The Cedar Rapids Airport Commission shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Cedar Rapids Airport Commission.
- d. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the Cedar Rapids Airport Commission under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Airport Commission.
- e. No Other Change in Policy. The insurance carrier and the Cedar Rapids Airport Commission agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.
- f. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The Worker's Compensation & Employer's Liability Insurance, Compensation Insurance, General Liability Insurance, Umbrella/Excess Insurance and Automobile Liability Insurance policies shall be endorsed to provide the COMMISSION with no less than thirty (30) days Advance Written Notice of Cancellation or Nonrenewal. ***Written notifications shall be sent to: Cedar Rapids Airport Commission, Airport Director, 2121 Arthur Collins Parkway SW - Suite 10, Cedar Rapids, IA 52404.***
- g. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Contractor hereby releases the COMMISSION, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the COMMISSION or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Contract. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the COMMISSION including its appointed officials, agents, employees and volunteers, and others working on its behalf.

- h. PROOF OF INSURANCE: The Contractor shall provide to the COMMISSION Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Contract under "Description of Operations/ Locations/Vehicle/Special Items". A Copy of the (1) Additional Insured Endorsements, (2) Governmental Immunities Endorsement and (3) Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. E-mail to: [COI@flyCID.com](mailto:COI@flyCID.com) or by mail to: Cedar Rapids Airport Commission, Airport Director, 2121 Arthur Collins Parkway SW - Suite 10, Cedar Rapids, IA 52404.
- i. AGENTS AND SUBCONTRACTORS: The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.
- j. OCCURRENCE VS. CLAIMS-MADE: All policies must be written on an occurrence basis with exception of professional liability, which can be written on a claims-made basis. If the professional liability coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years following the expiration or termination of this Agreement.

#### **4. INDEMNIFICATION REQUIREMENTS**

- a. For purposes of this section 4, the term "COMMISSION" means the Cedar Rapids Airport Commission and its appointed officials, agents, employees, volunteers, and others working on its behalf. To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the COMMISSION against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the COMMISSION by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Contractor, except to the extent caused by or resulting from the sole negligence of the COMMISSION.
- b. Contractor's obligation to indemnify the COMMISSION contained in this Contract is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.
- c. The COMMISSION shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under control of Contractor, except to the extent caused by or resulting from the sole negligence of the COMMISSION.
- d. Contractor expressly assumes responsibility for any and all damage caused to COMMISSION property arising out of or in any way connected or associated with Contractor's work or services under this Contract, including its officers, agents, employees, subcontractors and others under the control of Contractor.
- e. Contractor shall ensure that its activities on COMMISSION property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.



**ATTACHMENT 1  
SIGNATURE PAGE**

The undersigned proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

☐ We choose **NOT** to submit a proposal at this time, but would like to be considered for future projects.

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Commission: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_

**EXCEPTIONS/DEVIATIONS** to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FIRM PRICING**

Offered cost of services shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted cost of services shall remain firm for the duration of the contract.

**ADDENDA** – <https://flycid.com/business/business-opportunities/>

It is Proposer's responsibility to check for issuance of any addenda at the above website.

The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

**PAYMENT METHOD** Do you accept a credit card for payment of purchases? ☐ Yes ☐ No

**QUICK PAY DISCOUNT** If you provide a discount for credit card payments, please state. \_\_\_\_\_

**ATTACHMENT 2  
PARCS PROPOSAL**

This is a Base Proposal price contract. The Proposer must provide all proposed prices, the total Base Proposal price, any alternate price(s), and the total Base Proposal plus any add-alternates, if there are alternates, on the proposal. **The total Base Proposal plus any alternates selected by the Commission will be used for comparison of Proposals.**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
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**PARCS EQUIPMENT PROCUREMENT (BASE PROPOSAL)**

<b>TOTAL BASE PROPOSAL</b>	<b>LUMP SUM</b>	<b>\$ _____</b>
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**PRICE PROPOSAL FORMS – REQUIRED FOR COST PROPOSAL**

The Attachment 3 – PARCS Pricing Proposal forms are required to be completed for the Proposal to be considered responsive. An Excel spreadsheet of the forms is provided on the RFP website.

Eastern Iowa Airport Parking Access and Revenue Control System Price Proposal Form		
SUMMARY		
<b>PARCS HARDWARE</b>		
Lane Equipment Short Term	\$	-
Lane Equipment Long Term	\$	-
Lane Equipment Employee	\$	-
Lane Equipment Commercial	\$	-
Head-End Systems	\$	-
Spare Parts	\$	-
<b>PARCS HARDWARE SUBTOTAL</b>		<b>\$ -</b>
<b>SOFTWARE, INTERFACES AND INTEGRATIONS</b>		
Software	\$	-
Integrations and Interfaces	\$	-
<b>PARCS SOFTWARE, INTERFACES AND INTEGRATIONS SUBTOTAL</b>		<b>\$ -</b>
<b>CONSUMABLES AND SERVICES</b>		
Consumables (Tickets, Receipts, etc.)	\$	-
Services (Design, Installation, Project Management, etc.)	\$	-
<b>CONSUMABLES AND SERVICES SUBTOTAL</b>		<b>\$ -</b>
<b>PROJECT TOTAL</b>		<b>\$ -</b>
<b>RECURRING FEES</b>		
Post-Warranty Maintenance - Year 1	\$	-
Post-Warranty Maintenance - Year 2	\$	-
Post-Warranty Maintenance - Year 3	\$	-
Post-Warranty Maintenance - Year 4	\$	-
Post-Warranty Maintenance - Year 5	\$	-
Post-Warranty Maintenance - Year 6	\$	-
Post-Warranty Maintenance - Year 7	\$	-
Post-Warranty Maintenance - Year 8	\$	-
Recurring Fees	\$	-

Eastern Iowa Airport Parking Access and Revenue Control System Price Proposal Form				
Short Term				
Item	Cost			Comments
	Quantity	Unit Cost	Extension	
<b>Parking Access and Revenue Control System</b>				<i>Quantities as required for complete system.</i>
Entry Station	4	\$ -	\$ -	
Exit Station	0	\$ -	\$ -	
Barrier Gate	6	\$ -	\$ -	
LPR Cameras	4	\$ -	\$ -	
Coin & Credit PIL Station	0	\$ -	\$ -	
Radio Remote Control	2	\$ -	\$ -	
Intercom (Standalone)	0	\$ -	\$ -	
Prox Card Reader/Intercom	0	\$ -	\$ -	
<b>Lane Equipment Subtotal:</b>			<b>\$ -</b>	

Eastern Iowa Airport Parking Access and Revenue Control System Price Proposal Form				
Long Term				
Item	Cost			Comments
	Quantity	Unit Cost	Extension	
<b>Parking Access and Revenue Control System</b>				<i>Quantities as required for complete system.</i>
Entry Station	4	\$ -	\$ -	
Exit Station	4	\$ -	\$ -	
Barrier Gate	9	\$ -	\$ -	
LPR Cameras	9	\$ -	\$ -	
Cash & Credit PIL Station	1	\$ -	\$ -	
Radio Remote Control	0	\$ -	\$ -	
Intercom (Standalone)	0	\$ -	\$ -	
Prox Card Reader/Intercom	0	\$ -	\$ -	
<b>Lane Equipment Subtotal:</b>			\$ -	

Eastern Iowa Airport Parking Access and Revenue Control System Price Proposal Form				
Employee				
Item	Cost			Comments
	Quantity	Unit Cost	Extension	
<b>Parking Access and Revenue Control System</b>				<i>Quantities as required for complete system.</i>
Entry Station	0	\$ -	\$ -	
Exit Station	0	\$ -	\$ -	
Barrier Gate	2	\$ -	\$ -	
LPR Cameras	0	\$ -	\$ -	
Coin & Credit PIL Station	0	\$ -	\$ -	
Radio Remote Control	0	\$ -	\$ -	
Intercom (Standalone)	0	\$ -	\$ -	
Prox Card Reader/Intercom	2	\$ -	\$ -	
<b>Lane Equipment Subtotal:</b>			<b>\$ -</b>	

Eastern Iowa Airport Parking Access and Revenue Control System Price Proposal Form				
Commercial				
Item	Cost			Comments
	Quantity	Unit Cost	Extension	
<b>Parking Access and Revenue Control System</b>				<i>Quantities as required for complete system.</i>
Entry Station	0	\$ -	\$ -	
Exit Station	0	\$ -	\$ -	
Barrier Gate	1	\$ -	\$ -	
LPR Cameras	0	\$ -	\$ -	
Coin & Credit PIL Station	0	\$ -	\$ -	
Radio Remote Control	0	\$ -	\$ -	
Intercom (Standalone)	1	\$ -	\$ -	
Prox Card Reader/Intercom	0	\$ -	\$ -	
<b>Lane Equipment Subtotal:</b>			<b>\$ -</b>	

Eastern Iowa Airport Parking Access and Revenue Control System Price Proposal Form				
HEAD END SYSTEMS AND SPARE PARTS HARDWARE				
Item	Cost			Comments
	Quantity	Unit Cost	Extension	
<b>Head-End Systems</b>				<i>Quantities as required for complete system</i>
Intercom Master Station	1	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
[additional items]	0	\$ -	\$ -	
	0	\$ -	\$ -	
<b>Head-End Systems Subtotal:</b>			<b>\$ -</b>	
<b>Spare Parts</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Extension</b>	
1	0	\$ -	\$ -	
2	0	\$ -	\$ -	
3	0	\$ -	\$ -	
4	0	\$ -	\$ -	
5	0	\$ -	\$ -	
6	0	\$ -	\$ -	
7	0	\$ -	\$ -	
8	0	\$ -	\$ -	
9	0	\$ -	\$ -	
10	0	\$ -	\$ -	
11	0	\$ -	\$ -	
12	0	\$ -	\$ -	
13	0	\$ -	\$ -	
14	0	\$ -	\$ -	
15	0	\$ -	\$ -	
16	0	\$ -	\$ -	
17	0	\$ -	\$ -	
18	0	\$ -	\$ -	
19	0	\$ -	\$ -	
20	0	\$ -	\$ -	
21	0	\$ -	\$ -	
22	0	\$ -	\$ -	
23	0	\$ -	\$ -	
24	0	\$ -	\$ -	
25	0	\$ -	\$ -	
26	0	\$ -	\$ -	
27	0	\$ -	\$ -	
28	0	\$ -	\$ -	
29	0	\$ -	\$ -	
30	0	\$ -	\$ -	
<b>Spare Parts Subtotal:</b>			<b>\$ -</b>	



Eastern Iowa Airport Parking Access and Revenue Control System Price Proposal Form				
SOFTWARE, INTEGRATIONS, AND INTERFACES				
Item	Cost			Comments
Software  [additional items]	Quantity	Unit Cost	Extension	Quantities as required for complete system
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
Software Subtotal:			\$ -	
Integrations and Interfaces Entry Portal Sign [additional items]	Quantity	Unit Cost	Extension	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
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	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	Integrations and Interfaces Subtotal:			\$ -

Eastern Iowa Airport Parking Access and Revenue Control System Price Proposal Form				
CONSUMABLES, SERVICES AND RECURRING FEES				
Item	Cost			Comments
	Quantity	Unit Cost	Extension	
<b>Consumables</b>				
Tickets	100000	\$ -	\$ -	
Receipts	50000	\$ -	\$ -	<i>if different than tickets</i>
	0	\$ -	\$ -	
<i>[additional items]</i>	0	\$ -	\$ -	
<b>Consumables Subtotal:</b>			\$ -	
<b>Services</b>				
Design Coordination	0	\$ -	\$ -	
Installation	0	\$ -	\$ -	
Project Management	0	\$ -	\$ -	
Mobilization	0	\$ -	\$ -	
Bonding	0	\$ -	\$ -	
Training	0	\$ -	\$ -	
Lane Acceptance Testing	0	\$ -	\$ -	
Final System Operational Testing -30 day	0	\$ -	\$ -	
Local Storage facility	0	\$ -	\$ -	
Freight	0	\$ -	\$ -	
Warranty	0	\$ -	\$ -	
Sub-Contractor-1 [Describe]	0	\$ -	\$ -	
Sub-Contractor-2 [Describe]	0	\$ -	\$ -	
Sub-Contractor-3 [Describe]	0	\$ -	\$ -	
<i>[additional items]</i>	0	\$ -	\$ -	
<b>Services Subtotal:</b>			\$ -	
<b>Annual Recurring Fees</b>	<b>Fee</b>			
	\$ -			
<i>[additional items]</i>	\$ -			
<b>Annual Recurring Fees Subtotal:</b>			\$ -	

Eastern Iowa Airport Parking Access and Revenue Control System Price Proposal Form		
WARRANTY/POST-WARRANTY MAINTENANCE		
Service Position	Cost	Comments
<b>WARRANTY HOURLY SERVICE RATES</b>	<b>Hourly Service Rate</b>	<i>For non-warranty service</i>
Hardware Technician	\$ -	
Network Engineer	\$ -	
Server Engineer	\$ -	
Software Engineer	\$ -	
Database Engineer	\$ -	
[additional items]	\$ -	
<b>POST-WARRANTY MAINTENANCE HOURLY SERVICE RATES</b>	<b>Hourly Service Rate</b>	
Hardware Technician	\$ -	
Network Engineer	\$ -	
Server Engineer	\$ -	
Software Engineer	\$ -	
Database Engineer	\$ -	
[additional items]	\$ -	
<b>POST-WARRANTY MAINTENANCE (YEARS 3-10)</b>	<b>Annual Cost</b>	
Year 1	\$ -	
Year 2	\$ -	
Year 3	\$ -	
Year 4	\$ -	
Year 5	\$ -	
Year 6	\$ -	
Year 7	\$ -	
Year 8	\$ -	

Eastern Iowa Airport Parking Access and Revenue Control System Price Proposal Form				
ALTERNATE BID ITEMS				
Item	Cost			Comments
<b>Hardware</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Extension</b>	
UPS's	13	\$ -	\$ -	
[additional items]	0	\$ -	\$ -	
<b>Software/Third Party Applications</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Extension</b>	
	0	\$ -	\$ -	
[additional items]	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
<b>Annual Recurring Fees</b>	<b>Fee</b>			
	\$	-		
[additional items]	\$	-		

**ATTACHMENT 4  
EXCEPTIONS AND SUBSTITUTIONS**

EASTERN IOWA AIRPORT (CID) PARCS EQUIPMENT PROCUREMENT				
Exceptions and Substitutions List				
Specification Section:				
Page	Paragraph	Requirement	Substitution	Exception

**ATTACHMENT 5  
NON-COLLUSION AFFIDAVIT**

The Proposer hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement in the Commission; and
2. That no individual employed by the Proposer was paid or will be paid by any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
3. That no part of the compensation to be received by the Proposer was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the proposal, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
4. That this proposal is genuine and not collusive or sham; that the Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other proposer or person, to put in a sham proposal or to refrain from making a proposal, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the proposal price of Proposer or of any other Proposer, or to otherwise restrain freedom of competition, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Proposer.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**ATTACHMENT 6  
PERFORMANCE AND MAINTENANCE BOND**

**PERFORMANCE AND MAINTENANCE BOND**

Bond Number

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

SURETY (Legal Name and Business Address)

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND (Expressed in words and numerals)

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (hereinafter the "CONTRACTOR" or "PRINCIPAL" and \_\_\_\_\_, as SURETY are held and firmly bound unto **the Cedar Rapids Airport Commission, 2121 Arthur Collins Pkwy SW - Suite 10, Cedar Rapids, Iowa 52404**, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract with the OWNER, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, wherein said CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: **PARCS Equipment Procurement**

Project Location: **Eastern Iowa Airport, Cedar Rapids, Iowa**

The Work generally consists of:

1. Furnish and Install Parking Access and Revenue Control System (PARCS) Equipment at Parking Lots at the Eastern Iowa Airport

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the CONTRACTOR and SURETY in this bond that the following provisions are a part of this Bond and are binding upon said CONTRACTOR and SURETY, to-wit:

1. PERFORMANCE: The CONTRACTOR shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the OWNER from all outlay and expense incurred by the OWNER by reason of the CONTRACTOR's default of failure to perform as required. The CONTRACTOR shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. MAINTENANCE: The CONTRACTOR and the SURETY on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the OWNER's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the OWNER all outlay and expense incurred as a result of CONTRACTOR's and SURETY's failure to remedy any defect as required by this section.
3. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and



- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the OWNER incurs any "outlay and expense" in defending itself against any claim as to which the CONTRACTOR or SURETY should have provided the defense, or in the enforcement of the promises given by the CONTRACTOR in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the CONTRACTOR and SURETY in this Bond, the CONTRACTOR and SURETY agree that they will make the OWNER whole for all such outlay and expense, provided that the SURETY's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Linn County, Iowa or the United States District Court for the Southern District of Iowa in Cedar Rapids. **Each of the parties hereby irrevocably and unconditionally waives all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this bond.** If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**SURETY:**

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
City, State, Zip Code

By: \_\_\_\_\_  
Signature Attorney-in-Fact Officer

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

**FORM APPROVED BY:**

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Attorney for OWNER

\_\_\_\_\_  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.