



REQUEST FOR PROPOSALS:

**PARKING AND GROUND TRANSPORTATION  
MANAGEMENT SERVICES**

**Solicitation Number: FY22-805-60**

MANCHESTER-BOSTON REGIONAL AIRPORT  
MANCHESTER, NEW HAMPSHIRE

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**REQUEST FOR PROPOSALS  
FOR  
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SERVICES  
MANCHESTER-BOSTON REGIONAL AIRPORT  
MANCHESTER, NH**

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The City of Manchester, New Hampshire acting by and through its Department of Aviation (hereinafter called the “CITY”), being the duly and lawfully constituted municipal corporation owning and operating the Manchester-Boston Regional Airport, (the “AIRPORT”) located in the City of Manchester and Town of Londonderry, New Hampshire hereby solicits a Request for Proposals (“PROPOSALS”) for Parking and Ground Transportation Management Services.

It is the intent of the CITY to select a qualified parking management company who submits a PROPOSAL (a “RESPONDENT”) for a fixed term of ten (10) years with two (2) five (5) year options for renewal. The CITY reserves the right to reject any or all PROPOSALS and to waive any informality in the competitive process.

**Title VI Solicitation Notice:**

Manchester-Boston Regional Airport, 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 proposers or offerors that it will affirmatively ensure that, in relation to any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full and fair opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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## SECTION I – DESCRIPTION OF WORK

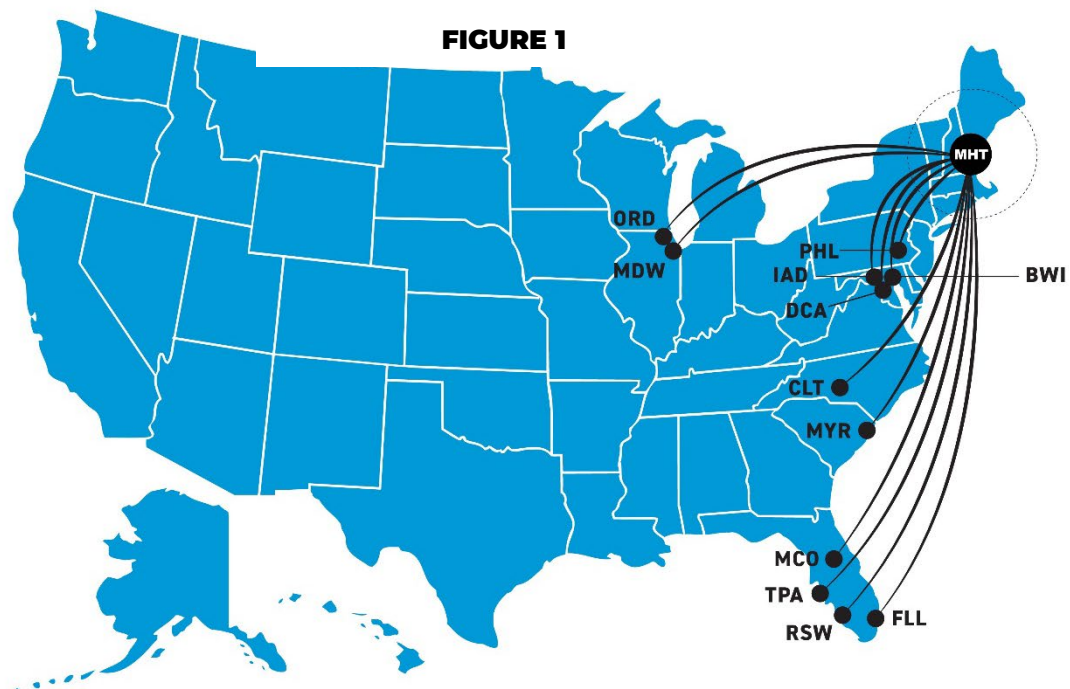
### 1.1 General Description of Responsibilities

The CITY is seeking PROPOSALS from qualified parking management companies (“RESPONDENTS”) to provide Parking and Ground Transportation Management Services to the AIRPORT. The CITY intends to select one (1) RESPONDENT that will enter into a Professional Services Agreement (“AGREEMENT”) with the CITY (see **Appendix A**).

RESPONDENTS to this Request for Proposals (“RFP”) should demonstrate excellence in guest service, revenue management and enhancement strategies, the marketing of various parking products, creation and implementation of effective maintenance policies and procedures, and implementation of technological innovation. The successful RESPONDENT to this RFP the (“CONTRACTOR”) will, with input and direction from AIRPORT staff, develop and implement a reimagining of the existing parking operations at the AIRPORT that will: a) implement and leverage new technologies, b) provide a world-class parking product with exceptional guest experience, c) enhance parking revenues, and d) provide AIRPORT management with enhanced situational awareness of the parking operation.

### 1.2 Airport Background

The AIRPORT is located in southern New Hampshire about 50-air miles northwest of downtown Boston and is classified in the National Plan of Integrated Airport Systems (“NPIAS”) as a small-hub airport. Currently the AIRPORT is served by four major carriers – Southwest Airlines, American Airlines, United Airlines, and Spirit Airlines. The four major carriers offer 27 daily non-stop flights to 12 destinations (see **Figure 1**). Several destinations have multiple carriers offering multiple daily flights (i.e. MCO is served by Southwest and Spirit Airlines). In 2019, the AIRPORT served 1.7 million total passengers on 60 daily operations (30 departures and 30 arrivals). The



pandemic recovery at the AIRPORT has resulted in a return to 75% of pre-pandemic daily departing passengers with most of the passengers traveling for leisure purposes. As such, when business traffic returns to pre-pandemic levels, the AIRPORT expects to eclipse pre-pandemic activity levels. The AIRPORT enjoys a highly loyal customer base with a Net Promoter Score (“NPS”) of +32. When examining the survey population by airport of use over the last two years, the AIRPORT NPS increases to +79 for New Hampshire residents that only used the AIRPORT and +51 for residents that have used both MHT and BOS in the last two years. As such, the AIRPORT places a high priority in providing an exceptional guest experience and we fully expect our business partners to provide the same, if not a higher, level.

#### 1.2.1 Airport Catchment Area

The AIRPORT catchment area has experienced growth rates in population, per capita income, per capita disposable income, and gross regional product since 2010. In fact, the State of New Hampshire has the second highest population growth rate (+3%) of any state in New England since the 2010 census. Further, the state has the 6<sup>th</sup> highest per capita disposable income of any state in the union and was recently ranked as:

- A Top 10 state in net-millennial migration – the only state north of North Carolina and east of Missouri to earn that distinction;
- A two-time winner of the prestigious *Innovation Champion* distinction from the Consumer Technology Association; and,
- Ranked as the 4<sup>th</sup> Most Innovative State by the Consumer Technology Association.

The region is characterized by a high level of educational attainment resulting in a discriminating passenger profile. Within 25-air miles of the AIRPORT lies a population of 1.35 million persons with an average household income of \$81,750 and a total purchasing power over \$41.2 billion. Despite these overwhelmingly positive socio-economic trends, the AIRPORT has experienced a decline in passenger enplanements over the past 15-years due to macro-level issues in the industry namely a) the consolidation in airline competition, b) the resulting significant changes in airline business models, and c) increasing low-cost carrier (“LCC”) activity at Boston-Logan. This led to a corresponding increase in airline cost per enplanement (“CPE”) at the AIRPORT. To address this negative trend, the AIRPORT focused on lowering the CPE by restructuring our long-term debt profile. In the midst of the pandemic, the AIRPORT closed on an advanced refunding on a portion of the Series 2012A bonds that will result in landing fees being reduced to \$5.22 and overall airport CPE to \$10.23 by FY24.<sup>1</sup> As a result of this restructuring, the AIRPORT recently welcomed the first new airline to the AIRPORT in nearly two decades with the introduction of Spirit Airlines with service to MCO (daily), FLL (daily), TPA (seasonal), RSW (seasonal), and MYR (seasonal).

The Southern New Hampshire region has a history of embracing innovation and is home to a growing bio-medical technology industry anchored by the Advanced Regenerative Manufacturing Institute (“ARMI”) in the downtown mill yards of Manchester. Additionally, the state of New Hampshire is home to the highest concentration of tech-startups per capita in the nation. The continued growth– and potential converging of these two sectors – is anticipated to have a positive impact on demand for aviation services provided at the AIRPORT. As such, the CONTRACTOR will need to modify operations and product offerings to accommodate the changing expectations of passengers and the

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<sup>1</sup> Based on the AIRPORT attaining pre-CoVID-19 traffic levels and successfully completing Phase II of the 2012A refunding.

potential for a return to positive growth rates as the AIRPORT continues to diversify airline choices to the traveling public.

#### 1.2.2 Competitive Landscape

The AIRPORT currently does not have off-airport parking competitors, however, several vacant lots in the vicinity of the AIRPORT could be used for off airport parking operations. We do not foresee any off-airport parking operation in the near future; however, it is conceivable that an off-airport competitor could materialize should the AIRPORT continue to find success in air service development.

It should be noted that the current parking operator at the AIRPORT has staff that is unionized, and RESPONDENTS should assume that this unionized work force will continue. The current collective bargaining agreement is between the current parking operator and the union, and does not require approval from the CITY. A total of four (4) employees are in the bargaining unit out of a total of thirteen (13) employees. A table showing current employee staffing levels can be found in **Appendix K**.

#### 1.2.3 FastPass Program

The AIRPORT has a frequent parker program that is branded as “FastPass.” This program allows registered participants to earn points towards free parking and provides convenient credit-card in/out processing. The AIRPORT desires to rebrand this program and expand the program to an “airport loyalty program” that will allow participants to earn points throughout their journey from the curb to the gate and from the gate to the curb, rather than just in the parking facilities.

As of Fall 2021, the program has a total of **5,827** registered participants. The AIRPORT desires this program to expand and will issue yearly goals for total registered participants to the successful RESPONDENT.



### 1.3 Minimum Qualifications

To be considered for evaluation and selection, a RESPONDENT must meet the minimum qualifications set forth below. Inability to meet the minimum qualifications set forth in this RFP will result in the rejection of the PROPOSAL and RESPONDENT will be deemed non-responsive.

A RESPONDENT will be deemed to meet the minimum qualification upon submission of a fully executed and notarized *Certification of Minimum Qualifications* form found in **Appendix B** certifying that the RESPONDENT (or its principal owner or predecessor in interest, or, in the case of a joint venture, at least one joint venture partner with at least 40% interest in the joint venture):

- a) has been in continuous existence in the commercial parking/management business for at least the last 5 years; and,
- b) has performed similar services for at least five (5) airports or public entities having a minimum of 4,000 public parking spaces and annual gross revenues of at least \$10,000,000 within the last three (3) years; and,

- c) has the financial resources to finance, develop, and operate the parking management program contained in this RFP and capable of financing the required capital improvements contained in their PROPOSAL; and,
- d) has a track record of performing parking management services; and,
- e) is in good standing with the CITY and any current or prior clients, and furthermore, is not involved in any legal actions with current or prior clients, current in all tax liabilities for any locality or state where the RESPONDENT previously operated or currently operates, and not barred from providing parking services by any governmental agency or airport; and,
- f) does not operate, or have business interests in, any parking facilities that compete with the AIRPORT and will not enter into any such arrangements during the Term of the AGREEMENT.

#### 1.4 Description of Parking and Ground Transportation Management Services

The AIRPORT is seeking a parking management company to handle the operation, management, and maintenance of all parking facilities at the Airport, which currently include a six-level parking garage of approximately **3,600** revenue producing spaces (the “Parking Garage”), an adjacent hourly lot containing **82** revenue producing spaces (“Lot A”), and a long-term economy lot containing approximately **2,771** parking spots (“Lot C”). The purpose of this procurement action is to identify a RESPONDENT that will provide a first-class parking product and operation to the traveling public at the best value to the CITY. As such, the CITY has established the following objectives for this RFP, listed in no particular order:

- a) To provide superior guest service to the traveling public; and,
- b) To provide a seamless provision of amenities during the implementation of a new parking revenue management system; and,
- c) To maintain the parking facilities in an “opening day fresh” condition throughout the Term of the AGREEMENT; and,
- d) To maximize non-aeronautical revenue to the AIRPORT in furtherance of lowering airline operating costs; and,
- e) To provide a seamless transition from the incumbent to the selected RESPONDENT, should the incumbent not be re-selected.

##### 1.4.1 Parking Facility 1 – Parking Garage

The Parking Garage is located directly across from the AIRPORT’S terminal building and is connected through a conditioned pedestrian bridge that enters the Parking Garage on Level 2. The Parking Garage contains six floors, five of which are revenue producing public parking spaces totaling approximately **3,600** spaces (see **Appendix H** for detailed parking floor layouts).

- a) Floor 1: Rental Car Ready/Return and Parking Garage/Lot A Exit Control
- b) Floor 2: approximately 797 revenue producing parking spaces
- c) Floor 3: approximately 804 revenue producing parking spaces
- d) Floor 4: approximately 803 revenue producing parking spaces
- e) Floor 5: approximately 800 revenue producing parking spaces
- f) Floor 6: approximately 396 revenue producing parking spaces

The Parking Garage has two entry lanes with ticket dispensers and FastPass proximity card readers. There are seven (7) exit lanes in the Parking Garage. Lanes 1, 2, 3 and 4 have cashier booths and accept both cash and credit card transactions. Lane 5 is reserved

for FastPass or credit card exit only while Lanes 6 and 7 are reserved for FastPass exit only. All lanes have FastPass proximity readers.

NOTE: The exit for Lot A is through the Parking Garage exit lanes.

1.4.2 Parking Facility 2 – Lot A

Lot A is an uncovered lot located between the Parking Garage and the terminal curbs and contains approximately **82** revenue producing parking spaces available by direct entry from the terminal curb roadway. This lot has four (4) electric charging stations for vehicles that are free for use.

1.4.3 Parking Facility 3 – Lot C

Lot C is a **2,771**-space surface parking lot located northwest of the Parking Garage and separated from the Parking Garage by the terminal loop road. While Lot C is physically separated from the Parking Garage by the terminal loop road, the northeastern-most section of Lot C provides direct access via sidewalk to the terminal building. Shuttle service will be required when Lot C is in operation with a minimum busing operation of one bus from 3:30 A.M. until thirty minutes after the last commercial airline operation.

It should be noted that Lot C is currently closed due to reduced passenger demand associated with the COVID pandemic. It is the intent of the AIRPORT to keep Lot C closed until such time as the Parking Garage consistently reaches 80% occupancy. It is estimated that 80% occupancy would occur with enplanement levels around 1.2 million. The opening of Lot C will be a joint decision between the AIRPORT and the CONTRACTOR and will be governed by peak periods of activity versus annual enplanement levels. Before closing Lot C, the demand for Lot C and the Parking Garage were highly seasonal with Lot C peaking in Spring/Summer/Fall months and the Parking Garage peaking in the Winter months. The RESPONDENTS should assume that Lot C will reopen sometime in the Initial Term of the AGREEMENT and will need to be staffed and serviced appropriately.

Lot C currently has several unique conditions that RESPONDENTS should be aware of:

- a) Amazon currently leases 287,000 square feet of the portion of Lot C furthest away from the terminal and the Parking Garage. This space is used for storage of Amazon Sprinter Vans and is under year-to-year lease. This removes approximately **912 spaces** from Lot C. The CITY has termination rights for convenience and cause in the lease.
- b) The AIRPORT is creating a Transportation Network Company (“TNC”) staging area near the Airport Cell Phone Lot. This will remove approximately **82 spaces** from Lot C.
- c) The AIRPORT is currently underway with construction of a new 60,000 square foot cargo facility and associated apron and landside access. This project will necessitate the relocation of Green Drive which will impact the total number of spaces in Lot C. The relocated Green Drive will remove the first row, the circulation lane, and the first double-bay of parking spaces along the entire northeastern edge of Lot C. It is anticipated that this will remove approximately **155 spaces** from Lot C.
- d) There is a northern and southern entrance to Lot C, and equipment at both entrances will need to be replaced.

#### 1.4.4 Ground Transportation Program

The AIRPORT provides a suite of ground transportation options for our guests. Any company providing ground transportation services at the AIRPORT is required to have a valid agreement with the CITY. It is the intent of this RFP that the CONTRACTOR will be responsible for installing and maintaining an appropriate revenue control system for the collection of ground transportation fees. The current Parking Access and Revenue Control System is Amano McGann iParc Professional Build 19; the hardware was installed in the mid to late 1990's and the software was implemented in 2020. The AIRPORT is currently undergoing a complete revision to the fee schedule for ground transportation providers because of the State of New Hampshire passing legislation allowing the AIRPORT to charge access fees for TNC's. The following sections provide an overview of the various ground transportation services and the concept of operations ("CONOPS") for these services.

For purposes of this RFP the following definitions shall apply to the various terminal curbs:

- a) Inner Terminal Curb: The first curb out from the terminal vestibules and the closest to the terminal building. This is the curb commonly referred to as the "drop off" curb by passengers.
- b) Middle Terminal Curb: The next curb out from the terminal vestibules. Access to this curb is via pedestrian crosswalks which cross the inbound/outbound terminal roadway.
- c) Outer Terminal Curb: The third curb out from the terminal vestibules and the closest curb to Lot A. Access to this curb is via pedestrian crosswalk that crosses the taxi/bus circulation lane.

#### *Taxis*

Taxi providers are required to have a valid taxi drivers license issued by the AIRPORT. The AIRPORT provides a taxi queue on the inbound terminal roadway. This queue can accommodate approximately 15 taxis in a nose-to-tail orientation. The AIRPORT does not have a "taxi starter" at this taxi queue. Taxis hold in the queue until a space is free along the Middle Terminal Curb where they utilize one of three (3) spaces marked for taxis. Access control is provided via a gate arm and a TransCore AVI reader to access the Middle Terminal Curb.

#### *Buses*

The AIRPORT is currently served by the Manchester Transit Authority ("MTA") and by Greyhound bus. Buses currently access the Middle Terminal Curb where two spaces are reserved for bus parking. The Middle Terminal Curb has two bus shelters. The first is located south of the pedestrian bridge and is used by Greyhound while the second bus shelter, located on the north side of the pedestrian bridge, is currently used as an outdoor smoking shelter. Access control to the Middle Terminal Curb is provided via a gate arm and TransCore AVI reader.

NOTE: The AIRPORT desires to receive additional intercity bus transit during the Initial Term of the AGREEMENT and RESPONDENTS should account for any additional capital investment to support additional intercity bus transit in their proposed Management Fee. The AIRPORT anticipates that any additional bus transit companies will require additional bus shelters to be installed.

#### *Limousines and Hotel Shuttle Buses*

Limousines and Hotel Shuttle Buses are required to have a valid access permit agreement with the CITY. The AIRPORT does not provide a limousine queue, however, there are fifteen (15) spaces provided along the Outer Terminal Curb. There are two (2) marked hotel shuttle bus pickup areas with canopy structures to protect waiting guests from inclement weather. Access control is provided via a gate arm and a TransCore AVI reader to access the Outer Terminal Curb. Exit from the outer terminal curb to the outbound terminal roadway is via a gate arm and a TransCore AVI reader.

#### *Transportation Network Companies*

The AIRPORT is currently finalizing operating agreements with Uber and Lyft. TNCs will access a TNC staging area in a portion of Lot C. Upon receiving a trip request, the TNCs will proceed to one of two pick up locations. The “Terminal South” location is near baggage claim 1 and 2 (serving Spirit Airlines and United Airlines) while the “Terminal North” location is near baggage claims 3, 4, and 5 (serving Southwest Airlines and American Airlines). **It is the intent of the CITY that the new CONTRACTOR will monitor the TNC staging lot to ensure guests are not using the staging lot for parking operations.**

The AIRPORT intends to geofence the TNC’s area identified for drop-off and pickup and vehicle holding and will be using Gate Keeper Software.

There are several opportunities to consolidate the activities on the Middle and Outer Terminal Curbs. The AIRPORT is interested in receiving ideas from RESPONDENTS on alternative allocations of the Middle and Outer Terminal Curb frontage that would lead to an enhanced guest experience.

#### 1.4.5 Current Staffing and Proposed Minimum Staffing Levels

The current staffing levels shown in **Appendix K** reflect a reduced staffing levels due to reduced passenger traffic resulting from the on-going pandemic. As such, **Appendix K** also provides the *minimum* staffing level for RESPONDENTS to use in building their pro forma and resulting Management Fee calculation. Alternate management solutions for this operation can be proposed and will be considered.

For staff planning purposes the following shift definitions should be used by the RESPONDENT:

- |                  |      |    |            |
|------------------|------|----|------------|
| a) First Shift:  | 0800 | to | 1600 hours |
| b) Second Shift: | 1600 | to | 2400 hours |
| c) Third Shift:  | 2400 | to | 0800 hours |

#### 1.4.6 Equipment Count and Location

A complete listing of equipment counts by type and by location can be found in **Appendix J**. The CONTRACTOR will be responsible to provide any service vehicles, sweepers, shuttles, snow removal equipment, etc., they deem necessary for an efficient operation. The AIRPORT will provide CONTRACTOR with access to a dumpster.

NOTE: The scope of the CITY’S previous contract for snow removal was outside the bounds of the RFP, for a flat fee of \$300,000 for the season. Given the reduced scope, the CITY expects that the CONTRACTOR’S snow removal expenses will be less.

### 1.5 **Parking Gross Revenues**

The last five fiscal years of gross parking revenue are presented in the table below. Also provided is a core KPI for the AIRPORT: Parking Revenue per Enplanement which is calculated by taking the total net parking revenue plus ground transportation revenue and dividing by the T-100 reported enplanements at the AIRPORT. Despite a significant decrease in gross revenue due to the pandemic, the parking revenue per enplanement KPI did not exhibit a corresponding decrease.

<b>Calendar Year</b>	<b>Gross Revenue</b>	<b>Revenue: Enplanement<sup>1</sup></b>
2016	\$14,901,360.96	\$14.70
2017	\$14,621,594.04	\$14.81
2018	\$13,803,763.48	\$14.86
2019	\$12,921,330.02	\$14.87
2020	\$4,132,687.56	\$14.30
2021 (Jan-Nov)	\$6,273,352	\$12.70
1 Revenue Per Enplanement KPI is Total Net Parking Revenue PLUS Ground Transportation Revenue divided by Enplanements. FY21 YTD RPE is \$13.01		

### 1.6 **Current Parking Charges**

The FY22 daily, hourly, and partial hour parking rates by parking facility is summarized in the table below.

<b>Parking Facility</b>	<b>Daily Rate</b>
Parking Garage	\$14/day \$3 per half hour, \$6 per hour up to daily rate (will move to \$15/day when Lot C reopens)
Lot A	\$24/day \$3 per half hour, \$6 per hour up to daily rate
Lot C	***currently closed*** (\$10/day prior to closing, will move to \$12/day when facility reopens)

The frequency of parking rate adjustments is not currently determined. The CONTRACTOR will not have control over the parking rates but may make recommendations to adjust.

### 1.7 **Contractor Responsibilities**

It is the intent of this RFP to secure a CONTRACTOR that will reimagine the parking product presented to the guests. The CONTRACTOR'S responsibilities shall include, but will not be limited to:

- a) Installing new ticket dispensers, gate arms, and garage wayfinding and signage, with impactful, clear, and consistent branding; and,
- b) Rebranding of the frequent parker program; and,

- c) Providing corporate reserved spaces, valet services, and parking guidance system to guide guests to open parking spaces; and,
- d) Implementing revenue segmentation strategies to enhance revenue generation; and,
- e) Maintaining the existing Parking Garage and Lot C in a clean and serviceable manner 24 hours a day, 365 days a year; and,
- f) Maintaining PCI-DSS compliance through recordkeeping of positive external certifications of PCI-DSS compliance of computers, terminals, and networks; and,
- g) Implementing data capture and electronic reporting capabilities for downstream analysis via an application program interface (“API”); and,
- h) Implementing and supporting computer and network systems which are independent of the AIRPORT’S infrastructure; and,
- i) Maintaining comprehensive management of cyber risk to our guests and AIRPORT business operations; and,
- j) Providing innovative options to improve the mobile device guest experience; and
- k) Collecting all parking revenue on behalf of the CITY and remitting them to the CITY daily; and,
- l) Remitting any applicable state and local sales tax directly to the appropriate governmental entity in a timely manner; and,
- m) Submitting to the CITY on an annual basis an independent, third-party financial audit, and any other relevant reports requested by the CITY, as well as access to information, as needed; and,
- n) Attending monthly meetings with assigned representatives of the CITY to discuss operational and revenue topics; and,

**It should be noted that the AIRPORT will maintain the responsibility for the annual inspections and maintenance of the elevators in the Parking Garage. The lobby areas adjacent to the elevators in levels 2-6 and the stairwells will fall under the responsibility of the CONTRACTOR.**

As part of the PROPOSAL, RESPONDENTS should include a detailed description of solutions that can quickly address the objectives of AIRPORT management, how they will plan to implement these solutions, and when they plan to implement these solutions. The CITY is interested in RESPONDENTS presenting alternative means to achieve these goals such as Software as a Service (“SaaS”) and/or Hardware as a Service (“HaaS”) models.

### **1.8 Valet Services**

The AIRPORT currently does not provide for valet services. As such, the CITY provides the following CONOPS to RESPONDENTS for their use in understanding how a valet option could work at the AIRPORT. RESPONDENTS should refer to the figures contained in **Appendix H**:

- a) Valet parking could utilize the 3<sup>rd</sup> lane from the Terminal Curb as a vehicle drop-off/valet driver pick-up location;
- b) Valet drivers would exit out to the terminal loop road, circulate around the Parking Garage, and enter into the Parking Garage via proximity card;
- c) A segregated portion of Level 5 of the Parking Garage could be used for storage of the valet vehicles. Such a location provides cover from excessive heat, rain, sleet, ice, and snow, as well as enhanced vehicle security;
- d) Additional services such as car detailing, fueling, etc. are items that the CITY interested in providing our guests.

The CITY highly encourages RESPONDENTS to develop alternative CONOPS and valet services as part of their PROPOSAL. Any proposed CONOPS should result in the AIRPORT having *the premium valet service in New England*. It will be up to the CONTRACTOR to determine how to manage the valet service, such as which capital improvements will be necessary and such as whether or not they wish to use a subcontractor. The PROPOSAL should indicate how the CONTRACTOR will manage the valet operations, and the management fee should clearly demonstrate all of the anticipated costs there to.

## 1.9 Parking Management Fee

**It is the intention of the CITY that the proposed Management Fee percentages act as guideposts, with the understanding that the actual Management Fee may need to be an annual discussion with the CONTRACTOR to reflect the realities of the AIRPORT'S financial position at that time.**

In consideration of the requirements herein, the RESPONDENT shall submit its proposed management fee which shall be the sole payment made by the CITY to the CONTRACTOR in consideration for the CONTRACTOR'S performance of the Work, as defined in the AGREEMENT (the "Management Fee"). **All services and scope of work provided by the CONTRACTOR shall be included in the proposed Management Fee.** The only invoices the CITY expects to receive from the CONTRACTOR, other than the Management Fee, are any invoices necessary due to unanticipated costs occurring outside the scope of the AGREEMENT.

The proposed Management Fee shall be in the form of a percentage of gross receipts realized by the collection of parking revenue at the AIRPORT on an annual basis. The CITY anticipates that the Management Fee will be within a range of fifteen percent (15%) to twenty percent (20%) per annum. RESPONDENTS are **free to propose** a Management Fee of less than fifteen percent (15%) or a Management Fee **exceeding** twenty percent (20%) for any given year within the anticipated Initial Term of the AGREEMENT, provided that the RESPONDENT provides additional detail in their PROPOSAL that describes the reasoning for exceeding the 15% to 20% range that the CITY is expecting.

Each RESPONDENT shall complete the form found in **Appendix D** and include the completed form in the PROPOSAL. Respondents may choose to present the proposed Management Fee using only the CAPEX model, the SaaS/HaaS model, or both models, as presented in Appendix D.

Each Proposal should also include a suggested plan (or "menu") of how and when to commence the requested services and the estimated costs. RESPONDENTS may submit different proposed Management Fees demonstrating how various services or plans would impact the final proposed Management Fee.

The Management Fee shall be calculated after any and all applicable taxes are deducted from the gross receipts.

The MANAGEMENT FEE shall be inclusive of all services, scope of work items, and related expenses necessary for the CONTRACTOR to meet or exceed the objectives of this RFP, including, but not limited to, any and all expenses incurred by the CONTRACTOR relating to the following:

- a) Any necessary planning, engineering, capital and operational expenditures required to provide the proposed program that meets or exceeds the objectives of this RFP.
- b) All necessary inspections and required maintenance activities contained in **Appendix E**.

- c) The preparation and provision of all reports and audits required by this RFP, including, but not limited to, those reports contained in **Appendix E**.
- d) Collection and remittance of all parking revenue on behalf of and to the CITY.
- e) Attendance at monthly meetings with assigned representatives of the AIRPORT to discuss operational and revenue topics.
- f) Collection and returning of luggage carts from the Parking Garage, Lot A, and Lot C to the appropriate corrals.
- g) Employment of a full-time Site Manager, and provision of an employee with supervisory responsibility, on-site 24 hours per day, seven days per week.
- h) Management of the Parking Garage and all lots open during the applicable time period, including Lot C.
- i) Capital expenditures included in the PROPOSAL.
- j) Establishing and maintaining a valet service at the AIRPORT, as described in this RFP.
- k) Seal coating, stripping of lots, crack sealing, pot hole repairs, and related maintenance and improvements as required by this RFP.

**RESPONDENTS are encouraged to propose alternative credit card fee percentage models. However, as such fees are to be included in the Management Fee, the CITY anticipates such a change would reflect in the proposed Management Fee. Credit card fees should be treated similarly to any other operating expenses incurred by the CONTRACTOR and should not be netted out of Gross Revenue. The CONTRACTOR shall remit credit card revenues daily into an account belonging to the CITY. Late fees will be levied monthly for any missed deposits or payments.**

**THE PROPOSED MANAGEMENT FEE SHALL REFLECT THE COSTS TO IMPLEMENT THE FULL PROGRAM PRESENTED BY THE RESPONDENT.**

#### **1.10 Airport Concessions Disadvantaged Business Enterprise (“ACDBE”) Requirements**

The requirements of 49 CFR Part 23 apply to any agreement entered into as a result of this RFP. It is the policy of the CITY to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of any agreement. In the performance of its duties under the AGREEMENT, the CONTRACTOR shall create a level playing field at the AIRPORT on which ACDBE's can:

- 1) Compete fairly for opportunities for concessions;
- 2) Help remove barriers to the participation of ACDBE's in opportunities for concessions at the AIRPORT; and
- 3) Provide for participation by certified ACDBE's in the performance of the CONTRACTOR'S duties under the AGREEMENT as required by the ACDBE Regulations.

Compliance with the ACDBE Regulations shall be determined by the CITY. In addition, the CONTRACTOR shall take any necessary and reasonable steps, in accordance with the ACDBE Regulations to ensure that ACDBE's have an equal opportunity to compete for and perform contracts related to the AGREEMENT. The CONTRACTOR shall include the provisions required by this RFP in every contract entered in connection with the AGREEMENT, so that such provisions will be binding upon each subtenant/affiliate, subcontractor, supplier, or service company. In the event of the CONTRACTOR, subtenant's or affiliate's noncompliance with the ACDBE provisions of the AGREEMENT, the CITY may impose such sanctions as it may determine to be reasonably appropriate, including, but not limited to cancellation, termination, or suspension of the AGREEMENT, in whole or in part. The CONTRACTOR agrees that throughout

the term of the AGREEMENT, they shall at all times be, and shall remain, in full and complete compliance with all applicable federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances, and directives of any kind or nature without limitation, as now or hereafter amended, including but not limited to FAA Advisory Circulars and Airport Rules and Regulations.

The AIRPORT's current ACDBE goal is **7.5%**, which is assessed as 7.5% of the CONTRACTOR'S expenditures and is valid through Fiscal Year 2024. The RESPONDENT should make every effort to not only meet but exceed this goal. RESPONDENTS should note that the previous ACDBE goal at the AIRPORT was 4.35% and plan accordingly for potential future increases above the current 7.5% ACDBE goal. As a requirement of this RFP, the RESPONDENT must complete the *Airport Concession Disadvantaged Business Enterprise (ACDBE) Utilization Form* included in **Appendix B** and include the completed form in their PROPOSAL.

#### **1.11 Insurance Requirements**

The AGREEMENT shall be subject to the CONTRACTOR obtaining all insurance coverages required by the AGREEMENT. The cost of obtaining insurance coverage is the sole responsibility of the CONTRACTOR. The CONTRACTOR must obtain and submit to the AIRPORT'S Property and Contracts Office within ten (10) calendar days from the date the Notice of Intent to Award is issued, proof of the following minimum amounts of insurance on a standard ACORD form. The insurance provided will include coverage for all parties employed by the CONTRACTOR. At the discretion of the CITY, all insurance limits may be re-evaluated and revised at any time during the Term of the AGREEMENT.

**CONTRACTOR shall maintain in full effect the following aggregate limits per 12-month policy periods unless otherwise indicated:**

INSURANCE TYPE	MINIMUM LIMIT REQUIRED
Workers' Compensation	Amounts in accordance with New Hampshire statutory limits
Employer's Liability	<ul style="list-style-type: none"> <li>• Bodily Injury by Accident \$500,000 (each accident)</li> <li>• Bodily Injury by Disease \$500,000 (policy limit)</li> <li>• Bodily Injury by Disease \$500,000 (each employee)</li> </ul>
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 per occurrence, and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 aggregate on all vehicles owned or hired by CONTRACTOR, or accessing AIRPORT property on behalf of CONTRACTOR in case of death of or injury to persons or loss, destruction, or damage to property
Professional Liability Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability	\$1,000,000.00 per occurrence

Property and Auto Insurance covering Valet Parking (if applicable)	<b>TBD</b>
Cyber Security Insurance	\$5,000,000 per claim; \$5,000,000 aggregate

The CITY and the AIRPORT shall be named additional insureds on all policies, all of which must be primary and noncontributory with respect to these additional insureds. The AIRPORT shall have the same coverage as the named insured without regard to other contract provisions.

The AIRPORT insures the physical structure of the Parking Garage, but it is up to the CONTRACTOR to insure the CONTRACTOR'S property, such as vehicles, in the Parking Garage.

Additional insurance requirements are further outlined in the sample Professional Services Operating Agreement in Appendix A.

### **1.12 Indemnification Requirements**

Indemnification requirements are outlined in the sample Professional Services Operating Agreement in Appendix A.

### **1.13 Bond Requirements**

A performance bond in the amount of the proposed Management Fee for the applicable year must be presented by the CONTRACTOR to the CITY within (10) days of the date issued on the Notice to Proceed. The performance bond must be in substantially the form attached as Exhibit B to the AGREEMENT and issued by a corporate surety authorized and admitted to write surety bonds in the state of New Hampshire.

Additional performance bond requirements are further outlined in the sample Professional Services Operating Agreement in Appendix A.

## **SECTION II – INSTRUCTIONS FOR PREPARATION OF PROPOSAL**

### **2.1 Proposal Content and Organization**

RESPONDENTS interested in providing the services as described in this RFP must include in their PROPOSALS the following information:

#### **2.1.1 Letter of Submittal**

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the RESPONDENT to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the RESPONDENT and any subcontractors:

- a) Name, address, principal place of business, telephone number, and email address of legal entity or individual who will enter into the AGREEMENT; and,
- b) Legal status of the RESPONDENT (e.g. sole proprietorship, partnership, corporation, etc.); and,

- c) Office location from which the RESPONDENT will principally complete the Work; and,
- d) Identification of any current or former AIRPORT employees employed by the RESPONDENT or on the RESPONDENT'S governing board as of the date of the PROPOSAL or during the previous twelve (12) month period; and,
- e) Listing of any and all clients that the RESPONDENT had a contract cancelled prior to the end of any fixed or optional term and the reason as to why any contract was cancelled (i.e. default, for convenience, for cause, etc.), and,
- f) Acknowledgement that the RESPONDENT will comply with all terms and conditions set forth in the RFP and in the AGREEMENT.

**FAILURE TO PROVIDE A SIGNED LETTER FROM A DULY AUTHORIZED REPRESENTATIVE WILL RESULT IN A NON-RESPONSIVE PROPOSAL.**

**2.1.2 Section 1: General Corporate Overview and Capabilities**

In this section, the RESPONDENT shall describe those capabilities for each firm included in the PROPOSAL that will facilitate accomplishment of the types of work contemplated under this procurement action. The RESPONDENT should include in this section of their PROPOSAL a discussion that successfully demonstrates their capability to function as both an *advisor* and an *implementer*. The RESPONDENT shall identify items of originality or specific capability that would facilitate achieving the goals of this solicitation. Items to be included in this section include, but are not limited to, the following:

- a) Familiarity with parking operations at commercial service airports – Describe previous work within the past 10-years that demonstrates in-depth knowledge of parking operations at airports including the unique challenges faced by airports. If RESPONDENT does not have direct prior airport experience, then discuss your opinions on the types of issues that airports face in operating a public-facing parking facility.
- b) Current Contracts Held – Include a list of current contracts the RESPONDENT has had in the last five (5) years that relate to the RESPONDENT'S ability to perform the services contemplated in this procurement action. Provide contact information, contract period of performance, contract value, scope of services, and indicate whether this was a new contract or a renewal of a previous contract. NOTE: by including this information in their PROPOSAL, the RESPONDENT is providing the CITY permission to contact the persons listed for reference checks.
- c) Approach to revenue enhancement during the pandemic – Describe methods that the RESPONDENT implemented during the pandemic that successfully enhanced client revenues. Please be specific in what the method was, who initiated the change, how the change was managed, lessons that the RESPONDENT and the client learned, and the variance in revenue received.
- d) Approach to guest experience – Provide specific examples of successfully improving the guest experience at a commercial service airport parking operation or other parking operations that meet the standards set forth in Section 1.3(b) of this RFP. Include the means, methods, and metrics that were used to improve and measure the guest experience.
- e) Approach to transition from prior operator. Describe process for hiring and training staff – including on-site management staff – to assure customer experience and revenue controls are maintained during the transition period. Describe recommended actions to assure AIRPORT'S goals are maintained during the transition period.

- f) Prior experience of the nominated full-time Site Manager including their familiarity with parking operations at commercial service airports, or other parking operations of similar size and complexity as that being considered under this procurement action. Describe previous work experience within the past 10-years that demonstrates the nominated individual's in-depth knowledge of parking operations at airports including the unique challenges facing airports. Provide contact information of individuals having direct knowledge of this person's prior experience and the period of employee performance that the contact would be knowledgeable of.

**A CURRENT AUDITED FINANCIAL STATEMENT FOR THE PRIME CONTRACTOR ONLY SHALL BE INCLUDED IN THIS SECTION. FAILURE TO PROVIDE AN AUDITED FINANCIAL STATEMENT FOR THE PRIME CONTRACTOR WILL RESULT IN A NON-RESPONSIVE PROPOSAL. SHOULD THE PRIME CONTRACTOR NOT HAVE AN AUDITED FINANCIAL STATEMENT, THEN AN EXECUTED CERTIFICATION THAT SUCH A STATEMENT DOES NOT EXIST AND AN UNQUALIFIED OPINION FROM AN INDEPENDENT AUDITOR WILL SUFFICE.**

2.1.3 Section 2: Team Organization and Staffing

This section should describe the RESPONDENT'S organizational plan, including responsibility for major elements of the scope of work (see **Appendix E**). The RESPONDENT shall meet or exceed the minimum staffing level set by the AIRPORT and contained in **Appendix K**, including, but not limited to, provision of a full-time Site Manager stationed at the AIRPORT, and provision of an employee with supervisory responsibility, on-site 24 hours per day, seven days per week.

At a minimum, resumes for the following positions shall be included in the PROPOSAL:

- a) On-Site Management Team
  - a. Site Manager
  - b. Assistant Site Manager
  - c. Maintenance Manager
- b) Corporate Management Team
  - a. Principal in charge
  - b. Accounting manager
  - c. Information Technology manager
  - d. Compliance/Internal Audit manager
- c) Sub-Contractors
  - a. Client manager
  - b. Key support personnel

The role and scope of both managerial and technical functions, by name of the individual performing the function, must be clearly identified. This should be done whether or not the individual is a staff member of the RESPONDENT or a sub-contractor. The purpose of this requirement is to clearly identify the technical capability that exists within the RESPONDENT'S staff and the extent to which the RESPONDENT will rely on the services of the proposed sub-contractors.

The RESPONDENT shall include the following information for each position contained in the organizational chart:

- a) Job description including duties and qualifications;
- b) Pay scale;
- c) Benefit package available to personnel;
- d) Training (this shall include maintenance training, and customer service training), evaluation, advancement, progressive discipline, and dismissal;

Additionally, the RESPONDENT should provide:

- a) Corporate equal employment opportunity policy that is compliant with Title VI;
- b) Corporate Safety Policy or policies; and,
- c) Corporate Sexual Harassment Policy; and,
- d) Corporate Drug Free Workplace Policy; and,
- e) Corporate Violence in the Workplace Policy.

Recognizing the low level of unemployment in the State of New Hampshire and national, regional, and local workforce shortages, RESPONDENTS are notified that the minimum hourly wage for hourly employees shall be **\$15.00 per hour**. While the CITY does not have a living wage requirement, the \$15.00 per hour minimum hourly wage will place the RESPONDENT in a competitive position within the local marketplace.

RESPONDENTS are cautioned to include only those individuals that would make a significant contribution to the project if the RESPONDENT is selected.

RESPONDENTS are further cautioned that the CITY expects that the individuals included in the PROPOSAL will be those individuals assigned to the AIRPORT during the term of the AGREEMENT. Failure of the RESPONDENT to provide the individuals contained in the PROPOSAL, without the CITY'S prior written approval, will be considered a Default under the AGREEMENT unless the failure to provide the proposed individuals is due to circumstances outside the control of the RESPONDENT.

#### 2.1.4 Section 3: Opinion on Current Parking Operation and Areas for Improvement

RESPONDENT shall describe their understanding of the current parking operation and, in the RESPONDENT'S professional opinion, areas of improvement above and beyond those contained in this RFP. This section is an opportunity for the RESPONDENT to provide details about how they will meet the objectives of the AIRPORT. The RESPONDENT should clearly outline their approach to meeting the objectives of this RFP through a) a technology plan, b) a guest experience plan, c) an operations plan, and d) a revenue enhancement plan.

- a) Technology Plan – The technology plan shall clearly describe the location of proposed technology, the types of technology to be deployed, quantity of technology to be deployed and other locations where this technology is installed by either the RESPONDENT or any other parking management company. An itemized list of the proposed technology shall be included in the technology plan.

NOTE: The AIRPORT has installed all single mode fiber. There are forty-eight (48) strands connecting the main terminal to the Parking Garage, a minimum of twelve (12) strands to each closet throughout the Parking Garage as well as the north exit of Lot C. It is the assumption of the CITY that the CONTRACTOR will use the existing (dark) fiber laid within the Parking Garage, lot gates/booths, and taxi/bus

lanes. All fiber lines terminate in IDFs with the Parking Garage. The CONTRACTOR may use the following existing conduit and “dark” fiber infrastructure:

- 1) twelve-strand multimode fiber originating from the terminal IDF servicing the taxi and bus gates,
  - 2) multiple six-strand multimode fiber cables originating from the Parking Garage IDF and terminating at: (i) the gate to Lot A and (ii) all gates to and from the booth at Lot C,
  - 3) twelve strands of single mode fiber between the terminal IDF and the Parking Garage IDF.
- b) Guest Experience Plan – The guest experience plan shall clearly describe the means and methods the RESPONDENT uses that will achieve a world-class guest experience. Inclusive in this plan shall be standards, key performance indicators, complaint resolution procedures, and training.
- c) Operations Plan – The operations plan shall discuss the concept of operations the RESPONDENT will employ including reporting capabilities to determine RESPONDENT compliance with the Service Level Agreement contained in the AGREEMENT (see **Appendix A**). Additionally, the Operations Plan shall present the minimum staffing that the RESPONDENT proposes by day of week, shift, Parking Facility, and classification.
- d) Revenue Enhancement Plan – This plan shall include the RESPONDENT’S plan to increase revenues generated from the parking operation. RESPONDENTS shall go above and beyond simply recommending modification to the existing daily or hourly parking rates. There are several opportunities to alter the payment processes. The CITY is interested in receiving ideas from RESPONDENTS on alternative payment processing options that would enhance the guest experience.

#### 2.1.5 Section 4: Experience with Similar Projects

The section should contain sufficient information to demonstrate the qualifications and experience of the RESPONDENT. The RESPONDENT shall provide a minimum of three (3) and a maximum of (5) examples of managing parking operations at a commercial service airport having a similar number of public parking spaces and annual revenues or other parking operations that meet the standards set forth in Section 1.3(b) of this RFP. Information presented shall, at a minimum, include the following:

- a) The airport at which parking management services were/are provided;
- b) Dates that the RESPONDENT provided parking services for the airport;
- c) Market discussion – include a complete overview of the parking operation at the time that the RESPONDENT assumed duties at said airport;
- d) Parking Strategy – describe the strategy used in enhancing the parking product, guest experience, and revenue generation at the airport that the RESPONDENT implemented; and,
- e) Type of parking revenue and access control system in place at said airport.

#### 2.1.6 Section 5: Approach to Auditing, Compliance, and Maintenance

The RESPONDENT should provide a detailed description of their cashier and supervisor procedures for cash handling. Additionally, the RESPONDENT should provide a detailed description of their preliminary and secondary auditing procedures.

The RESPONDENT should describe their approach to maintenance of equipment including experience in predictive, preventative, and reliability centered maintenance techniques and at what level of reduced reliability the RESPONDENT will switch-out equipment.

The RESPONDENT should also include a discussion on their approach to PCI-DSS compliance, how they will maintain compliance, how they will identify any compliance issues, how they will successfully resolve identified compliance issues, and how they will assure the CITY that the payment system is compliant with PCI-DSS standards.

RESPONDENTS should note that the CONTRACTOR will be the merchant of record.

**2.1.7 Section 6: Disadvantaged and Local Small Business Opportunity Goals**

This section is intended to allow the RESPONDENT an opportunity to discuss any past or present demonstrated commitment to small and minority businesses and contributions. The RESPONDENT is asked to state its:

- a) past efforts to mentor, train and otherwise demonstrate their corporate commitment to the growth and development of the minority business community; and,
- b) present intentions to mentor, train, and include Disadvantaged Business Enterprises (“DBE”) in any scope of work contemplated under this procurement action.

A Disadvantaged Business Enterprise shall be defined as a business firm satisfying the requirements of 49 CFR Part 26, as amended. It is the official policy of the CITY to recognize the authority and applicability of the United States Department of Transportation's Rules and Regulations governing Disadvantaged Business Enterprise participation. The AIRPORT is also fully committed to the implementation of these rules and regulations through its approved DBE program.

Firms desiring to participate as a Disadvantaged Business Enterprise (DBE) on AIRPORT projects or contracts must be duly certified as a DBE by the New Hampshire Department of Transportation Office of Federal Compliance (“NHDOT-OFC”) at:

<https://www.nh.gov/dot/org/administration/ofc/dbe.htm>

As part of their PROPOSAL, RESPONDENTS shall include documentary evidence that proposed DBE firms contained in the PROPOSAL are duly certified by the NHDOT-OFC. Any proposed firm that has not received such certification from NHDOT-OFC at time of PROPOSAL submission must receive certification prior to the execution of the AGREEMENT by the RESPONDENT. Any firm(s) not receiving their certification prior to execution of the AGREEMENT by the RESPONDENT shall be replaced by the RESPONDENT with a certified DBE of similar capabilities subject to the approval by the AIRPORT.

**RESPONDENTS ARE HEREBY NOTIFIED THAT A FAILURE TO MEET THE AIRPORT’S ESTABLISHED DBE PARTICIPATION RATE OR FAIL TO PROVIDE SUFFICIENT DOCUMENTARY EVIDENCE OF GOOD FAITH EFFORTS TO MEET THE DBE GOAL WILL CONSTITUTE A DEFAULT OF THE AGREEMENT AND MAY RESULT IN THE TERMINATION OF THE**

**AGREEMENT OR OTHER SUCH REMEDY AS DEEMED APPROPRIATE BY THE AIRPORT.**

**2.1.8 Section 7: Proposed Management Fee**

This section of the PROPOSAL shall declare the proposed Management Fee for the RESPONDENT. This proposed Management Fee shall cover all scope of work items contained in **Appendix E** of this RFP **and any associated costs** required to meet the CITY objectives outlined in this RFP.

The proposed Management Fee shall be presented using the form contained in **Appendix D** to this RFP. Note that the form contains two management fees that will allow the RESPONDENT to present their fee recognizing two project financing methods: 1) a traditional CAPEX and amortization approach and 2) a SaaS/HaaS approach.

**2.1.9 Section 8: Certifications**

This section requires the RESPONDENT to incorporate signed and duly notarized copies of certifications found in **Appendix B** and the Federal Certifications found in **Appendix C**.

**PROPOSALS THAT DO NOT CONTAIN SIGNED AND NOTARIZED CERTIFICATIONS WILL BE DEEMED NON-RESPONSIVE BY THE AIRPORT AND NO FURTHER CONSIDERATION WILL BE GIVEN.**

**2.2 Proposal Organization**

The PROPOSAL shall be organized in sections consistent with Section 2.1.1 through 2.1.9 above. PROPOSALS are limited to **50-single sided** pages (NOTE: letter of interest, required DBE forms, audited financial Proposals, certifications, equipment specifications, exceptions to the sample AGREEMENT, and examples of previous work submitted **will not** be counted toward the 50-page limit). The fifty pages are intended for each RESPONDENT'S answers to the specific sections herein. Resumes and job descriptions **will** be counted towards the fifty-page limit. The RESPONDENT is free to use either 8.5"x11" or 11"x17" paper for their submission understanding that the entire proposal shall use the same size paper (e.g. no z-folds or mixing of page sizes). Under no circumstances shall the paper size exceed 11"x17".

***Any pages beyond the 50-page limit that are not excluded above OR any information submitted on paper size in excess of 11"x17" will not be considered by the AIRPORT.***

**2.3 Submission Date and Procedures**

Each RESPONDENT must submit one (1) original, clearly marked as "original", and four **(4)** hard copies of their PROPOSAL. IF RESPONDENTS wish to submit an electronic version of their PROPOSAL, in addition to hard copies, they may do so by emailing it to [procurement@flymanchester.com](mailto:procurement@flymanchester.com)

The envelope/package containing the PROPOSALS shall be marked:

**"RFP FY22-805-60  
"PARKING AND GROUND TRANSPORTATION MANAGEMENT SERVICES"**

The RESPONDENT'S business name and return address shall be clearly stated on the envelope/package in which the PROPOSAL is contained.

PROPOSALS shall be delivered by **2:00 pm** on **March 28, 2022**, to the offices of the Manchester-Boston Regional Airport and addressed to:

Ms. Toni-Marie Vaughn  
Properties and Contract Specialist  
Manchester-Boston Regional Airport  
1 Airport Road Suite 300  
Manchester, NH 03103  
Telephone: (603) 624-6539  
Email: [procurement@flymanchester.com](mailto:procurement@flymanchester.com)

**PROPOSALS RECEIVED AFTER 2:00 P.M. ON THE SUBMISSION DATE LISTED ABOVE WILL BE CONSIDERED NON-RESPONSIVE BY THE AIRPORT, NO FURTHER CONSIDERATION WILL BE GIVEN AND SAID PROPOSAL WILL BE RETURNED TO THE APPLICABLE RESPONDENT UNOPENED.**

## SECTION III – SELECTION PROCESS

### 3.1 Selection Process

The CITY intends to use a two-phase selection process. The first phase is the written PROPOSAL and the second phase will be oral interviews (“INTERVIEWS”) of short-listed RESPONDENTS. Should an insufficient number of PROPOSALS be received by the CITY to develop a competitive shortlist of RESPONDENTS, then the CITY reserves the right to reject all PROPOSALS received and reissue the RFP **or** select directly from the responses received.

### 3.2 Tentative Solicitation Schedule

The following tentative schedule is provided as a general guide on timing for this solicitation. This schedule is subject to change. Notice of changes will be posted at [www.flymanchester.com/doing-business-with-mht/procurement-opportunities/](http://www.flymanchester.com/doing-business-with-mht/procurement-opportunities/)

**There will be NO pre-proposal meeting scheduled for this procurement.** The presentation from the previous parking and ground transportation management services procurement efforts can be found in **Appendix K**.

<b>Solicitation Step</b>	<b>Date</b>
Deadline for Questions and Clarification	March 18, 2022 at 2:00 P.M.
<b>RFP Submission Deadline</b>	<b>March 28, 2022 at 2:00 P.M.</b>
RFP Review and Scoring Completed by Committee	April 4, 2022
Evaluation Committee Meeting	April 5, 2022
<b>Notification of Short List</b>	<b>April 6, 2022</b>
<b>Interviews</b>	<b>April 25, 2022</b>
Notification of Intent to Award	April 26, 2022
Professional Services Agreement Executed	May 3, 2022
<b>Notice to Proceed</b>	<b>May 4, 2022</b>
<b>Start of Contract</b>	<b>July 1, 2022</b>

### 3.3 Preliminary Review

Upon receipt of submittals, the CITY will conduct a preliminary review to assure that each submittal is generally responsive to the published criteria. PROPOSALS deemed non-responsive will be returned to the RESPONDENT with a brief explanation of the reason for the rejection.

### 3.4 Phase I: Formal Evaluation and Scoring

Following the preliminary review, an Evaluation Committee will convene to independently review and score each PROPOSAL based on the information requested in Sections 2.1.1 through 2.1.9. A detailed and objective evaluation will be conducted, the sole intent of which will be to identify the most responsive and responsible RESPONDENT to perform the work contemplated under this procurement action.

The following criteria and scoring will be employed by the CITY:

<b>Criteria</b>	<b>Max Score</b>
General Corporate Overview	10 points
Team Organization and Staffing	10 points
Opinion on Current Parking Operation	20 points
Experience with Similar Projects	35 points
Approach to Maintenance and Compliance	30 points
DBE Participation	20 points
Proposed Management Fee	35 points
<b>TOTAL MAXIMUM SCORE</b>	<b>160 points</b>

The maximum score per evaluator is **160 points**.

**3.5 Phase I: Tiebreaker**

In the event of a tie between two or more RESPONDENTS, the RESPONDENT with the higher level of DBE Participation contained in their PROPOSAL will be awarded the tiebreaker.

**3.6 Phase I: Shortlist Development**

Notwithstanding the provisions of Section 3.1 above, the CITY may shortlist up to three (3) RESPONDENTS for Phase II of the selection process. Short-listed RESPONDENTS will be provided a minimum of two-weeks to prepare. Scoring and evaluation criteria will be provided with shortlist notifications.

**3.7 Phase II: Interviews**

Shortlisted RESPONDENTS shall have the opportunity to present their qualifications to the Evaluation Committee. This is an opportunity for shortlisted RESPONDENTS to clarify their PROPOSALS and present any additional information that the shortlisted RESPONDENTS wish the Evaluation Committee to consider. No more than five (5) personnel from each shortlisted RESPONDENT shall be at the interview but two (2) members shall be the Principal-in-charge and the proposed Site Manager for the RESPONDENT.

**3.8 Final Selection**

Upon completion of the Phase II Interviews, the Evaluation Committee shall independently score each shortlisted RESPONDENT. The criteria used to score the presentations shall be included in the notification of shortlist issued to shortlisted RESPONDENTS.

After each committee member independently scores each shortlisted RESPONDENT, the Evaluation Committee shall convene and select the highest scored RESPONDENTS by summing their respective Phase I and Phase II scores.

## SECTION IV – GENERAL CONDITIONS

### 4.1 CITY Right to Reject and Waive Minor Irregularities

The CITY reserves the right to reject any and all PROPOSALS or to re-advertise for additional PROPOSALS. The CITY reserves the right to waive minor irregularities.

The selection shall be at the sole discretion of the CITY. No RESPONDENT shall have any cause of action against the AIRPORT arising out of a failure by the CITY to consider the qualifications of the RESPONDENT, or the methods by which the CITY evaluated the PROPOSALS received.

### 4.2 Inquiries

Inquiries on all matters pertaining to this RFP or the process the CITY is following should be directed to:

**Ms. Toni-Marie Vaughn**  
Properties and Contract Specialist  
Manchester-Boston Regional Airport  
1 Airport Road, Suite 300  
Manchester, NH 03103  
Telephone: (603) 624-6539  
Email: [procurement@flymanchester.com](mailto:procurement@flymanchester.com)

### 4.3 Contact With Airport Staff

From the time of receipt or publication of the RFP, all parties who intend to submit a response directly or indirectly to the solicitation shall direct all contact with the CITY to the point of contact listed in Section 4.2 only. If the question or comment deals with a subject matter that is outside of the knowledge or responsibility of this person, the AIRPORT point of contact will direct the question or comment to the appropriate person or authority.

Other than as permitted herein, RESPONDENTS to this RFP may not contact CITY executives beyond the person identified in Section 4.2, any members of the evaluation committee, or those representing any CITY interests in this solicitation for the purpose of discussing the same.

**VIOLATION OF THIS PROVISION MAY RESULT IN REJECTION OF THE PROPOSAL AND/OR RESPONDENT DEBARMENT FROM FUTURE SOLICITATIONS.**

### 4.4 Addendums and Clarifications

No interpretation of the meaning of any part of the RFP, or corrections of any apparent ambiguity, inconsistency, or error therein, will be made to any RESPONDENT orally. All requests for written interpretations or corrections shall be submitted in writing only and addressed to the AIRPORT using the contact information in Section 4.2 by the date listed in Section 3.2.

All such interpretations and supplemental instructions will be in the form of a written ADDENDUM to the RFP documents, which, if issued, will be posted on the AIRPORT website, [www.flymanchester.com](http://www.flymanchester.com).

Only the interpretations or corrections so given by the AIRPORT in writing will be binding, and prospective RESPONDENTS are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP.

It is the responsibility of the RESPONDENT to incorporate any addendum into their PROPOSAL and to acknowledge receipt of any addendums by signing the *Addendum Acknowledgement Form* which, if issued, will be posted on the AIRPORT'S website, and including the same in their PROPOSAL. If a RESPONDENT fails to acknowledge receipt of any such addendum through signing the *Addendum Acknowledgement Form*, their PROPOSAL will be construed as though all addendum have been received by said RESPONDENT and acknowledged thereby.

#### **4.5 Additional Provisions**

The CITY reserves the right to add, delete, or revise any section of this RFP. The CITY reserves the right 1) to accept the RESPONDENT(S) it deems most suitable and beneficial and 2) to reject any or all PROPOSALS received as part of this RFP. The CITY also reserves the right to retain all copies of PROPOSALS submitted by RESPONDENTS.

#### **4.6 Rejection of Irregular Proposals**

The CITY reserves the right to reject PROPOSALS that are considered irregular in the sole discretion of the CITY. PROPOSALS will be considered irregular if they show omissions, alterations of form, additions not called for, conditions, limitations, or other irregularities of any kind. The CITY reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any RESPONDENT.

#### **4.7 Cost**

RESPONDENTS are responsible for any and all costs associated with their PROPOSAL including, but not limited to, the creation of the PROPOSAL and any interviews (if applicable). The CITY will not accept any promotional items as part of the proposal process and any such items included will either be discarded or, if so requested, returned to the RESPONDENT at no cost to the CITY.

#### **4.8 Contract Agreement**

The CITY intends to enter into a Professional Services Operating Agreement with one RESPONDENT for a ten (10) year fixed term with two (2) five-year options for a total potential term of 20 years. A sample agreement is provided in **Appendix A** to this RFP. The CITY is open to reasonable changes to the Professional Services Agreement, provided that such changes do not substantially alter the terms of the sample provided herein.

**NOTE: Items in the sample agreement that are capitalized and/or in bold font will NOT be modified.**

#### **4.9 Site Manager**

The CONTRACTOR shall employ a full-time Site Manager, stationed at the AIRPORT to oversee the parking operation. The Site Manager must have a thorough understanding of the AGREEMENT, the facilities they are overseeing, as well as the contractual duties and obligation required of the CONTRACTOR. The CONTRACTOR shall commit to maintaining the proposed and accepted Site Manager for the Term of the AGREEMENT. The Site Manager shall only be changed with the approval of the Airport Director or if the Site Manager is no longer available due to circumstances beyond the control of the CONTRACTOR. Should the Site Manager become unavailable during the course of the AGREEMENT, the CITY reserves the right to either accept

the proposed substitute or to terminate the AGREEMENT for convenience and issue a new RFP. The Site Manager's office will be made available at no cost to the CONTRACTOR but the CONTRACTOR will be responsible for obtaining, operating, and paying for phone and internet services.

At all times, the CITY shall maintain the option of requesting an alternative Site Manager.

#### **4.10 Non-Discrimination Provisions**

The RESPONDENT agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act of 1964 as amended. The Equal Employment Opportunity Clause in Section 202, paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The RESPONDENT specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code Section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.

#### **4.11 Sub-Consultants**

If any sub-contractor(s) are to be used by the CONTRACTOR in the discharge of its duties in performance of the work contemplated in this procurement action, then the CONTRACTOR is as fully responsible to the CITY for the acts and omissions of any sub-contractor and of persons either directly or indirectly employed by any sub-contractor, as they are for the acts and omissions of persons directly employed by the CONTRACTOR. It is the responsibility of the CONTRACTOR to ensure that all sub-contractors comply with all terms and conditions of the AGREEMENT. Nothing contained in the AGREEMENT, or any PROPOSAL creates any contractual relationship between the sub-contractors and the CITY. The CITY requires that all sub-contractors enter into a formal agreement with the CONTRACTOR that clearly lists all of the agreed upon conditions, including all required Federal Contract Provisions contained in *Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects* published by the FAA on June 19, 2018. After each sub-contract agreement is executed, the CONTRACTOR is required to issue a letter to the Airport Director that certifies the sub-contract agreement contains required federal contract provisions.

**APPENDIX A: PROFESSIONAL SERVICES AGREEMENT FOR NON AIP-FUNDED  
SERVICE CONTRACT**

## ARTICLE I – PARTIES

### 1.01 Address

**THIS PROFESSIONAL SERVICES AGREEMENT** is made and entered into as of this [ ] day of [ ], 20[ ], ("EFFECTIVE DATE") by and between the **CITY OF MANCHESTER, NEW HAMPSHIRE, acting by and through its Department of Aviation** ("CITY"), being a duly and lawfully constituted municipal corporation, and **[ENTER NAME OF CONTRACTOR]** ("CONTRACTOR"), a [state of registration] [type of company] authorized to do business in New Hampshire. CITY owns, controls, operates, and manages certain real property commonly known and described as the Manchester-Boston Regional Airport (the "AIRPORT"), located in the City of Manchester, New Hampshire and the Town of Londonderry, New Hampshire

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

**City**  
Mr. Theodore Kitchens, A.A.E.  
Director of Aviation  
Manchester•Boston Regional Airport  
One Airport Road, Suite 300  
Manchester, New Hampshire 03101

**Contractor**  
[ENTER CONTACT INFORMATION]

CITY and CONTRACTOR hereby agree as follows:

### 1.02 Table of Contents

This Professional Services Agreement includes the following parts:

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**EXHIBITS**

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- B. PERFORMANCE BOND
- C. SERVICE LEVEL DAMAGES
- D. CHANGE ORDER

**1.03 Parts Incorporated**

All of the above-described Articles, Sections, and Exhibits are incorporated into the AGREEMENT.

**1.04 Controlling Parts**

In the event of a conflict among the Articles of this Professional Services Agreement and the Exhibits attached hereto, the Articles shall control over the Exhibits.

**1.05 Signatures**

This Professional Services Agreement may be executed in multiple copies, each of which is an original. Each person signing this Professional Services Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Professional Services Agreement. Each party represents and warrants to the other that the execution and delivery of this Professional Services Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Professional Services Agreement is a valid and legal agreement binding on CITY and CONTRACTOR and is enforceable in accordance with terms herein.

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## ARTICLE II – DEFINITIONS

As used in this Professional Services Agreement, capitalized terms shall have the definitions set out in this Article II and the RFP, except as otherwise expressly stated or as otherwise clearly required by context. In the event of any conflict between the defined terms in this Professional Services Agreement and the RFP, the defined terms in this Professional Services Agreement shall control. Such definitions shall be equally applicable to the singular and plural forms of such defined terms. The words “herein,” “hereunder,” and other words of similar nature refer to this Professional Services Agreement as a whole. The word “shall” is mandatory and the word “may” is permissive.

- 2.01 **"Acceptable"** means that services, equipment, or performance, meet or exceed the quality, workmanship, and specifications required by the AGREEMENT.
- 2.02 **"Acceptable Equivalent"** means any equipment, part, or product that complies with existing industry standards governing its manufacture or use, and that is a functional equivalent of any equipment, part, product, or specification described herein, or, which functionally satisfies an approved, negotiated, or specified use made a part hereof.
- 2.03 **"Acceptance"** means the DIRECTOR'S determination, in the DIRECTOR'S sole and absolute discretion, that a service provided, or specific equipment obtained, pursuant to the AGREEMENT meets or exceeds the quality, workmanship, and specifications required by the AGREEMENT.
- 2.04 **"Agreement"** means, jointly and severally, this Professional Services Agreement, all Exhibits attached hereto, the RFP, and the PROPOSAL, all as may be amended from time to time upon mutual written agreement by and between CITY and CONTRACTOR. In the event of a conflict between this Professional Services Agreement and any of the other documents referenced herein, the terms of this Professional Services Agreement shall control.
- 2.05 **"Airport"** means that certain airport commonly known and described as the Manchester-Boston Regional Airport located in the City of Manchester, New Hampshire and the Town of Londonderry, New Hampshire.
- 2.06 **"AOA"** means the Airport Operations Area, being any area of the Airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft, including, but not limited to, such paved and unpaved areas that are used or intended to be used for the unobstructed movement of aircrafts, in addition to associated runways, taxiways, or aprons.
- 2.07 **"Bankruptcy Code"** means Title 11 of the United States Code entitled “Bankruptcy,” as now and hereafter in effect, or any successor statute.
- 2.08 **"Basic Services"** means those services described in the Scope of Work set forth in Appendix “E” of the RFP.
- 2.09 **"Change Order"** means a document requiring changes to the scope of the Work, to any plan or specification related to the Work, or to CONTRACTOR'S services to be performed pursuant to the terms of the AGREEMENT.
- 2.10 **"Charters and Ordinances"** means, jointly and severally, (i) the City Charter and the Code of Ordinances of the City of Manchester, New Hampshire, as amended; and (ii) the Town Charter and the Code of Ordinances of the Town of Londonderry, New Hampshire,

as amended.

- 2.11 **"City"** means the City of Manchester, New Hampshire, acting by and through its Department of Aviation.
- 2.12 **"City Solicitor"** means the Office of the City of Solicitor of the City of Manchester New Hampshire.
- 2.13 **"Contractor"** means [name of contractor], a [state of registration] [type of company].
- 2.14 **"Default"** means any event or condition described in Section 5.05 herein.
- 2.15 **"Director"** means the Director of the Manchester-Boston Regional Airport or their designee, as appointed in writing.
- 2.16 **"Effective Date"** means the date referenced in Section 1.01 of this Professional Services Agreement.
- 2.17 **"Emergency Service Request"** means a request for Work submitted to CONTRACTOR for immediate action.
- 2.18 **"Environmental Laws"** means any and all statutes, laws, regulations, codes, ordinances, rules, orders, decrees, judgments, injunctions, notices, or binding agreements issued, promulgated, or entered into by any governmental authority relating in any way to pollution, the protection of the environment, preservation or reclamation of natural resources, or the management, release, or threatened release of any Hazardous Material, including, but not limited to, those listed in Section 3.22 herein.
- 2.19 **"Equipment"** means all machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper and Acceptable completion of the specified Work, including, but not limited to, all those items listed in Appendix "J" of the RFP.
- 2.20 **"FAA"** means the United States Federal Aviation Administration and any agency or instrumentality of the United States government succeeding to its functions.
- 2.21 **"Force Majeure"** has the meaning set forth in Section 7.02 herein.
- 2.22 **"Ground Transportation Curbs"** means the Inner Terminal Curb, Middle Terminal Curb, and Outer Terminal Curb, as such terms are defined in the RFP.
- 2.23 **"Hazardous Materials"** has the meaning set forth in Section 3.22(c) herein.
- 2.24 **"Indemnified Losses"** means any and all liability and damages, costs, and expenses, including reasonable attorneys' fees, and any and all allegations, suits, causes of action, claims, or demands of any kind or nature whatsoever, arising out of or in any manner connected with the activities contemplated by the AGREEMENT.
- 2.25 **"Information"** means all information, data, and documents provided by or on behalf of CITY and received by, prepared by, or accessible to CONTRACTOR, CONTRACTOR'S agents and employees, and Subcontractors.

- 2.26 **"Initial Term"** means the period of time commencing upon the July 1, 2022, and terminating upon July 1, 2032, unless terminated earlier in accordance with the terms of the AGREEMENT.
- 2.27 **"Maintenance Services"** means Preventive Maintenance, Predictive Maintenance, Reliability Centered Maintenance, and Remedial Maintenance.
- 2.28 **"Management Fee"** means the fee described in Section 1.9 of the RFP, and as further identified in the PROPOSAL.
- 2.29 **"Notice to Proceed"** means a written communication from the DIRECTOR to CONTRACTOR instructing CONTRACTOR to begin performance.
- 2.30 **"NPDES"** means the National Pollutant Discharge Elimination System under which the United States Environmental Protection Agency delegates permitting authority in accordance with Section 402(b) of the Federal Water Pollution Control Act.
- 2.31 **"Other Work/Services"** means any Work, other than the Basic Services and the Maintenance Services required by the AGREEMENT, provided by CONTRACTOR only upon the DIRECTOR'S written request.
- 2.32 **"PCI-DSS"** means the technical and business standards that affect the way in which credit card business is conducted, commonly known as "Payment Card Industry Data Security Standards."
- 2.33 **"Performance Bond"** has the meaning set forth in Section 3.21 herein.
- 2.34 **"Predictive Maintenance"** means a carefully planned system of machinery analysis and diagnostics that includes measurements that detect the onset of system or component degradation, thereby allowing casual stressors to be eliminated or controlled prior to any significant deterioration in the systems or component's physical state with the express goal of achieving optimum productivity, extended useful life, and reduced repair costs.
- 2.35 **"Preventive Maintenance"** means any action performed on a regular schedule, including, but not limited to, proper inspections, proper lubrication, filter changes, and proper fastening procedures, which is designed to detect, preclude, or mitigate degradation of a component or system with the aim of sustaining or extending such components or system's useful life. Preventive Maintenance includes but is not limited to, proper inspections, proper lubrication, belts, filter changes, proper fastening procedures, determined by regularly scheduled work. Preventive Maintenance activities should be at least ninety five percent of all planned and scheduled Predictive Maintenance and shall be completed within the timeframe prescribed by the manufacturer of such component or system.
- 2.36 **"Proposal"** means CONTRACTOR'S response to the RFP, including all exhibits, schedules, addenda, appendices, and attachments thereto, and any material representations made by CONTRACTOR, and excluding any portions of said response, documents, and representations as may have been rejected in writing by CITY.
- 2.37 **"Qualified"** means having the ability to perform as required under the AGREEMENT and to the DIRECTOR'S satisfaction, in the DIRECTOR'S sole discretion.

- 2.38 **"Reliability Centered Maintenance"** means the application of Predictive Maintenance and Preventive Maintenance data to the preventive maintenance tasks by using statistical methods to optimize Preventive Maintenance and Predictive Maintenance programs and using this data for future maintenance and/or recommended design changes to increase the probability that the Equipment will function in the required manner throughout such equipment's useful life.
- 2.39 **"Remedial Maintenance"** means repair of equipment and systems with parts, materials, and labor to restore performance to the designed function in the event of any breakdown or stoppage of equipment or system including, but not limited to, repairs and replacements of related components, parts, and appurtenances that have failed, no longer perform reliably, or have worn beyond safe tolerances, and excluding any such breakdowns or stoppage caused by a third-party.
- 2.40 **"Renewal Term"** means an extension of the Initial Term for an additional period of time, as further described in Section 5.02 herein.
- 2.41 **"Response Time"** means the maximum elapsed time in which CONTRACTOR must respond to an Emergency Service Request. The maximum elapsed time is measured from CONTRACTOR'S receipt of an Emergency Service Request to CONTRACTOR'S arrival at the Work Site specified in the Emergency Service Request.
- 2.42 **"RFP"** means CITY's Request for Proposals for Parking and Ground Transportation Management Services dated December 21, 2021, Solicitation Number FY22-805-60, and all appendices, attachments, and addenda thereto.
- 2.43 **"Rules and Regulations"** means the rules and regulations promulgated by CITY governing conduct on and operations at the AIRPORT, as may be amended from time to time. The Rules and Regulations in effect as of the Effective Date are attached hereto as Exhibit A and incorporated herein by reference
- 2.44 **"Site Manager"** means that certain employee of CONTRACTOR, as approved by the DIRECTOR, stationed at the AIRPORT full-time to oversee the parking operations at the AIRPORT.
- 2.45 **"Subcontractor"** means any individual, materialman, supplier, distributor, vendor, or firm at any level below CONTRACTOR who performs any part of the Work or other requirement of CONTRACTOR under the AGREEMENT.
- 2.46 **"Term"** means, jointly and severally, the Initial Term and any Renewal Terms exercised pursuant to Article V herein.
- 2.47 **"Termination Notice"** means a written notice from the DIRECTOR to CONTRACTOR terminating the AGREEMENT for convenience or for cause, on the date specified therein.
- 2.48 **"Work"** means all services, including, but not limited to, Basic Services and Maintenance Services, to be provided by CONTRACTOR under the AGREEMENT, whether or not such services are provided by CONTRACTOR or a Subcontractor.
- 2.49 **"Work Sites"** means, jointly and severally, the Parking Garage, Lot A, Lot C, and the Ground Transportation Curbs, as such terms are defined, and all other sites at the Airport that may be affected by the AGREEMENT, or as the RFP.

### ARTICLE III – DUTIES OF CONTRACTOR

#### 3.01 Scope of Services

a) Services. In consideration of the payment specified in the AGREEMENT, CONTRACTOR shall provide all labor, supervision, parts, equipment, materials, tools, instruments, expendable items, supplies, reports, transportation, insurance, subcontracts, bonds, and incidentals necessary to perform the Work.

b) Equipment. CONTRACTOR shall operate and maintain all of the Equipment and all related components, appurtenances, and replacements, in good operating condition and repair and within generally accepted tolerances for safe and reliable operation, reasonable wear and tear excepted.

#### 3.02 Coordinate Performance

CONTRACTOR shall coordinate performance of the Work and daily activities required by the AGREEMENT with the DIRECTOR or other persons as the DIRECTOR may designate. CONTRACTOR shall promptly inform the DIRECTOR of all significant events and material relating to the performance of the AGREEMENT.

#### 3.03 Reports

CONTRACTOR shall submit all reports and progress updates required by the DIRECTOR, as outlined in the RFP.

#### 3.04 Duty to Inspect

CONTRACTOR represents that CONTRACTOR, or CONTRACTOR'S designees or agents, have inspected all Work Sites. On the basis of such inspections, CONTRACTOR agrees that CONTRACTOR is not entitled to additional compensation for CONTRACTOR'S failure to conduct all such inspections or to accurately account for the full scope of the Work in the PROPOSAL.

#### 3.05 Invoicing

CONTRACTOR shall submit all invoices on forms previously approved in writing by the DIRECTOR. Each invoice must be accompanied by all support documents as may be requested by the DIRECTOR. Each invoice CONTRACTOR submits must be in duplicate and each copy shall include all support documents. Each invoice must be identified as being related to the AGREEMENT by including the name of this Professional Services Agreement and the contract number of **INSERT CONTRACT NUMBER**. All invoices are to be delivered or mailed to the following location:

Manchester•Boston Regional Airport  
Accounts Payable Section  
1 Airport Road, Suite 300  
Manchester, New Hampshire 03101

#### 3.06 Prompt Payment of Subcontractors

In accordance with the AGREEMENT, CONTRACTOR shall make timely payments to all persons and entities supplying labor, materials, services, or equipment for the performance of the AGREEMENT. CONTRACTOR SHALL DEFEND AND INDEMNIFY CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE TIMELY PAYMENTS TO ALL SUBCONTRACTORS. CONTRACTOR shall submit disputes relating to payment of DBE Subcontractors to arbitration in the same manner as any other disputes under a DBE Subcontract.

### **3.07 Personnel of Contractor**

- a) Qualified and Sufficient Personnel. CONTRACTOR shall provide Qualified personnel as specified in the AGREEMENT. Personnel shall be of sufficient number to meet the requirements set forth in the RFP. In the event that the number of personnel offered by CONTRACTOR in the PROPOSAL is insufficient to meet the intent of the AGREEMENT, then CONTRACTOR shall increase the number of personnel to a sufficient amount at no cost to CITY.
- b) Site Manager. CONTRACTOR shall designate an on-site Site Manager to act on behalf of CONTRACTOR. CONTRACTOR shall authorize the Site Manager to make all decisions regarding the Work hereunder. The Site Manager, and any replacement thereof, shall meet all the necessary requirements as described in the RFP. The DIRECTOR may rely on any decisions made by the Site Manager as being decisions of CONTRACTOR. Such Site Manager shall not be replaced by CONTRACTOR during the Term of the AGREEMENT without the prior written permission of the DIRECTOR (subject to all employment laws) and the mutual agreement between the DIRECTOR and CONTRACTOR of a replacement Site Manager who is satisfactory to the DIRECTOR. CONTRACTOR shall replace any personnel or Subcontractors, including the Site Manager or a subsequent replacement, whose work product is deemed unsatisfactory by the DIRECTOR.

### **3.08 Release**

EXCEPT FOR CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR AGREES TO AND SHALL RELEASE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THE AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

### **3.09 Indemnification**

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD CITY, CITY'S AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THE AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- a) CONTRACTOR'S AND/OR ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR SUBCONTRACTORS ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS.
- b) CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
- c) CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD CITY HARMLESS DURING THE TERM OF THE AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$1,000,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY CITY FOR CITY'S SOLE NEGLIGENCE.

d) CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS AND THIRD-TIER SUBCONTRACTORS TO RELEASE AND INDEMNIFY CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO CITY.

### **3.10 Indemnification Procedures**

If CITY or CONTRACTOR receives notice of any claim or circumstances which could give rise to an Indemnified Loss, the receiving party shall give written notice to the other party within ten (10) days of receiving such notice, pursuant to the requirements of Section 7.06 herein. The notice must include the following:

1. A description of the indemnification event in reasonable detail;
2. The basis on which indemnification may be due; and,
3. The anticipated amount of the Indemnified Loss.

This notice does not stop or prevent CITY from later asserting a different basis for indemnification or a different amount of Indemnified Loss than that indicated in the initial notice. If CITY does not provide this notice within the ten (10) day period, CITY does not waive any right to indemnification except to the extent that CONTRACTOR is prejudiced, suffers loss, or incurs expense because of the delay.

### **3.11 Defense of Claims**

a) Counsel's Defense. CONTRACTOR may assume the defense of any claim at CONTRACTOR'S own expense with counsel chosen by CONTRACTOR that is reasonably satisfactory to CITY. CONTRACTOR shall then control the defense and any negotiations to settle the claim. Within ten (10) days after receiving written notice of CITY'S request for indemnification, CONTRACTOR must advise CITY as to whether CONTRACTOR will defend the claim. If CONTRACTOR does not assume said defense, then CITY shall assume and control the defense, and all defense expenses shall constitute an Indemnified Loss.

b) Counsel & Settlement. If CONTRACTOR elects to defend the claim, then CITY may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. CONTRACTOR may settle the claim without the consent or agreement of CITY, unless such settlement:

- i. would result in injunctive relief or other equitable remedies or otherwise require CITY to comply with restrictions or limitations that adversely affect CITY;
- ii. would require CITY to pay amounts that CONTRACTOR does not fund in full; or,
- iii. would not result in CITY'S full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by said settlement.

### **3.12 Patent, Copyright, Trademark, and Trade Secret Infringement**

CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THE AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

a) CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT CITY'S PRIOR WRITTEN CONSENT, WHICH CONSENT MAY BE WITHHELD AT CITY'S SOLE AND ABSOLUTE DISCRETION.

b) WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

### 3.13 Insurance

- a) Coverage Amounts. Contractor shall maintain in effect certain insurance coverage, which is described as follows:

COVERAGE	MINIMUM AMOUNTS OF COVERAGE
Workers' Compensation	Amounts in accordance with New Hampshire statutory limits
Employer's Liability	<ul style="list-style-type: none"> <li>• Bodily Injury by Accident \$500,000 (each accident)</li> <li>• Bodily Injury by Disease \$500,000 (policy limit)</li> <li>• Bodily Injury by Disease \$500,000 (each employee)</li> </ul>
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 per occurrence, and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 aggregate on all vehicles owned or hired by CONTRACTOR, or accessing AIRPORT property on behalf of CONTRACTOR in case of death of or injury to persons or loss, destruction, or damage to property
Professional Liability Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability	\$1,000,000.00 per occurrence
Property and Auto Insurance covering Valet Parking (if applicable)	TBD
Cyber Security Insurance	\$5,000,000 per claim; \$5,000,000 aggregate
<b>Aggregate Limits are per 12-month policy period unless otherwise indicated.</b>	

At all times during the Term, CONTRACTOR shall provide and maintain insurance coverage that meets the requirements of the AGREEMENT. Prior to beginning performance under the AGREEMENT or any extensions thereof, or at any time upon the DIRECTOR'S request, or each time coverage is renewed or updated, CONTRACTOR shall furnish to the DIRECTOR current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as requested by the DIRECTOR. CONTRACTOR shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. CONTRACTOR waives any claim CONTRACTOR may have for premiums or deductibles against CITY or CITY'S officers, agents, or employees. CONTRACTOR shall also require all Subcontractors or consultants whose subcontracts exceed One Hundred Thousand Dollars (\$100,000) to provide proof of insurance coverage meeting all requirements stated above. The amount of any such Subcontractors' insurance coverage must be commensurate with the amount of the applicable subcontract, but in no event shall any Subcontractor's insurance coverage be less than Five Hundred Thousand Dollars (\$500,000) per claim. At the CITY'S sole discretion, all insurance limits may be re-evaluated and revised at any time during the Term of this AGREEMENT.

- b) Form of Insurance. The form of the insurance shall be approved by the DIRECTOR; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section 3.13, or (b) waive or estop CITY from asserting CITY'S rights to terminate the AGREEMENT. The policy issuer shall (1) have a Certificate of Authority to transact insurance business in the State of New Hampshire, or (2) be an eligible non-admitted insurer in the State of New Hampshire and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.
- c) Required Coverage. Where applicable, the City of Manchester and the Manchester-Boston Regional Airport shall be named as additional insureds on all policies, all of which must be primary and noncontributory with respect to these additional insureds. The AIRPORT shall enjoy the same coverage as the named insured without regard to other contract provisions. CONTRACTOR waives any claim or right of subrogation to recover against CITY or CITY'S officers, agents, or employees. Each of CONTRACTOR'S insurance policies, except professional liability, must contain coverage waiving such claim. Each policy, except workers' compensation and professional liability, must also contain an endorsement that the policy is primary to any other insurance available to the additional insured with respect to claims arising under the AGREEMENT. If Professional Liability coverage is written on a "claims made" basis, CONTRACTOR shall also provide proof of renewal each year for two (2) years after the Term.
- d) Notice. CONTRACTOR SHALL GIVE THIRTY (30) DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF CONTRACTOR'S INSURANCE POLICIES ARE CANCELED OR NON-RENEWABLE. Within the said thirty (30)-day period, CONTRACTOR shall obtain other suitable policies in order to maintain the required coverage. If CONTRACTOR does not comply with this requirement, the DIRECTOR may, in the DIRECTOR'S sole and absolute discretion, immediately suspend CONTRACTOR from any further performance under the AGREEMENT and begin procedures to terminate the AGREEMENT for Default, pursuant to Article V herein.

### 3.14 Warranties

- a) Workmanlike Manner. CONTRACTOR warrants that CONTRACTOR shall perform all of the Work in a good and workmanlike manner meeting the standards of quality prevailing in Hillsborough County, New Hampshire, for work of the kind contemplated in the AGREEMENT. Further, CONTRACTOR shall perform all of the Work using trained and skilled persons having substantial experience performing the Work required under the AGREEMENT.
- b) Manufacturer Warranty. CONTRACTOR shall manage and enforce on the AIRPORT'S behalf all of the Equipment and all manufacturer warranties on the Equipment issued before the Effective Date of the AGREEMENT and during the Term of the AGREEMENT. CONTRACTOR shall not be entitled to any additional compensation for the management and enforcement of these manufacturer warranties. If CONTRACTOR does not exhaust all remedies, including litigation, against a manufacturer who fails to honor all or a part of a warranty, CONTRACTOR shall not receive additional compensation from CITY for the labor and material costs CONTRACTOR incurs to repair or replace the item that otherwise would have been under warranty.
- c) Warranty of Operation. CONTRACTOR further warrants that the Equipment, the Work, any Other Work/Services, and any other operations and services to be performed by CONTRACTOR or any Subcontractors pursuant to the terms of the AGREEMENT shall be provided in an Acceptable manner. If CONTRACTOR fails to provide Acceptable Equipment, Work, Other Work/Services, or any other operations and services to be performed by CONTRACTOR as set forth in the AGREEMENT, then the DIRECTOR may, in the DIRECTOR'S sole and absolute discretion, adjust downward any payment or payments due by CITY to CONTRACTOR under the AGREEMENT by the percentage equal to the percentage of the Equipment, the Work, or any Other Work/Services and any other operations and services that are not Acceptable or are otherwise not meeting the requirements of the AGREEMENT.
- d) Contractor Expertise. CONTRACTOR acknowledges and agrees that CITY is entering into the AGREEMENT in reliance on CONTRACTOR'S expertise with respect to the Work. CONTRACTOR affirms that the goods and services procured as part of the AGREEMENT serve an essential service and are critical to the AIRPORT'S ability to operate as a public facility and provide exceptional guest services.
- e) Contractor Warranties. With respect to any parts, instruments, equipment, and goods CONTRACTOR furnishes, CONTRACTOR warrants:
- i. That all items are free of defects in title, design, material, and workmanship; and,
  - ii. That each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed; and,
  - iii. That each replacement item is new, in accordance with manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces when such item being replaced was new; and,
  - iv. That no items or their use infringe any patent, copyright, or other proprietary rights. In the event CONTRACTOR becomes aware of such an infringement, CONTRACTOR will replace the items that are the subject of the infringement with non-infringing items in a timely manner and at no cost to CITY; and,
  - v. During any and all time periods during which any of the Equipment is under warranty, CONTRACTOR shall provide all parts, instruments, equipment, and goods required to complete all Maintenance Services required under the

AGREEMENT at no cost to CITY. This warranty is in addition to CONTRACTOR'S obligation to provide Basic Services, and if requested, Other Work/Services under the AGREEMENT. When the manufacturer's warranty period for any parts, instruments, equipment, and goods is greater than one (1) year, the longer period prevails.

- f) Reliance on Proposal. With respect to the PROPOSAL, CONTRACTOR warrants that:
- i. CONTRACTOR is duly organized, validly existing, and in good standing, and no action relating to the Bankruptcy Code or suspension of payments by CONTRACTOR or any of CONTRACTOR'S agents has, to the best of CONTRACTOR'S knowledge after due inquiry, been taken or are threatened; and,
  - ii. CONTRACTOR has the authority to do business in the State of New Hampshire and in any state in which CONTRACTOR conducts business, with the full legal right, power, and authority to enter into and perform CONTRACTOR'S obligations under the PROPOSAL; and,
  - iii. The PROPOSAL was duly authorized, executed, and delivered by all necessary corporate action of CONTRACTOR and constitutes a legal, valid, and binding obligation of CONTRACTOR, enforceable against CONTRACTOR in accordance with the terms of the PROPOSAL, except to the extent that such enforceability may be limited by the Bankruptcy Code or by equitable principles of general application; and,
  - iv. To the best of CONTRACTOR'S knowledge after due inquiry, neither the execution nor delivery by CONTRACTOR of the PROPOSAL nor the performance by CONTRACTOR of CONTRACTOR'S obligations in connection with the transactions contemplated hereby nor the fulfillment by CONTRACTOR of the terms or conditions herein:
    1. Conflicts with, violates, or results in a breach of any constitution, law, governmental regulation, by-laws, or certificates of incorporation applicable to CONTRACTOR; or,
    2. Conflicts with, violates, or results in a breach of any order, judgment, or decree, or any other proposal, agreement, or instrument to which CONTRACTOR is a party or by which CONTRACTOR or any of CONTRACTOR'S properties or assets, including the Equipment, are bound, or constitutes a default under any of the foregoing; and,
  - v. No approval, authorization, order, or consent of, nor any declaration, registration, or filing with, any governmental authority is required for the valid execution under the AGREEMENT by CONTRACTOR except as such have been duly obtained or made; and,
  - vi. Except as disclosed in writing to CITY, there is no legal proceeding, at law or in equity, before or by any court, arbitral tribunal, or other Governmental Authority pending or, to the best of CONTRACTOR'S knowledge after due inquiry, overtly threatened or publicly announced against CONTRACTOR, in which an unfavorable decision, ruling, or finding could reasonably be expected to:
    1. Have a material and adverse effect on the execution and delivery under the AGREEMENT by CONTRACTOR; or
    2. Have a material and adverse effect on the validity, legality, or enforceability of the AGREEMENT against CONTRACTOR, or any other agreement or instrument entered into by CONTRACTOR in connection with the transactions contemplated hereby; or

Have a material and adverse impact on the ability of CONTRACTOR to perform CONTRACTOR'S obligations hereunder or under any such other agreement or instrument; and,

- vii. Except as disclosed in writing to CITY, there are no material and adverse claims or demands based in environmental or tort law pending or threatened against CONTRACTOR or any of CONTRACTOR'S agents with respect to any equipment designed, constructed, or installed by CONTRACTOR or any of CONTRACTOR'S agents that would have a material and adverse effect upon the ability of CONTRACTOR to perform the Work; and,
- viii. Neither CONTRACTOR nor any of CONTRACTOR'S agents have any knowledge of any material violation of any law, order, rule, or regulation with respect to any equipment designed, constructed, or installed by CONTRACTOR or any of CONTRACTOR'S agents; and,
- ix. The information supplied, and the representations and warranties made, by CONTRACTOR in all submittals made in response to the RFP with respect to CONTRACTOR (and to CONTRACTOR'S knowledge, all information supplied by CONTRACTOR'S agents in such submittals) are true, correct, and complete in all material respects; and,
- x. CONTRACTOR is under no obligation, commitment, or impediment of any kind, whether contractual or otherwise, that will limit or prevent performance of its obligations under the AGREEMENT; and,
- xi. That CONTRACTOR:
  - 1. Has examined, carefully studied, and thoroughly understands the AGREEMENT; and,
  - 2. Has become familiar with and is satisfied as to the conditions that may affect cost, progress, and performance pursuant to the terms of the AGREEMENT; and,
  - 3. Is familiar with and is satisfied as to all applicable laws that may affect cost, progress, and performance of the Equipment and the Work; and,
  - 4. Is prepared to perform in accordance with the terms and conditions of the AGREEMENT.

### **3.15 Information Provided by or on Behalf of City**

CONTRACTOR shall independently assess all risks related to the Work and the Equipment, and independently verify and confirm all the Information supplied to CONTRACTOR by or on behalf of CITY and upon which CONTRACTOR elects to rely in connection herewith. Except as may reasonably be requested by CONTRACTOR, or as is expressly permitted by the AGREEMENT, CONTRACTOR shall have no right to relief hereunder, or to make any claim against CITY, or to seek any adjustment to compensation as the result of any error, omission, or insufficiency relating to any information provided to CONTRACTOR by or on behalf of CITY in connection with the AGREEMENT.

### **3.16 Performance Audit**

a) Third-Party Audits. At any time during the Term, the DIRECTOR, without notice to CONTRACTOR and at CITY'S expense, may conduct a third-party audit. CONTRACTOR shall rectify any deficiencies in performance discovered by such audit and for which CONTRACTOR is responsible under the AGREEMENT to the DIRECTOR'S satisfaction and at no cost to CITY within ten (10) days of CONTRACTOR'S receipt of notice of any deficiency. Further, CONTRACTOR shall provide the DIRECTOR with a written explanation for such deficiency in performance and a plan to prevent future deficiencies within fifteen (15) days of receipt of such

notice. Failure of CONTRACTOR to rectify the deficiency or to provide a plan and written explanation to the DIRECTOR within said fifteen (15) day period shall be grounds for termination for cause as provided in Section 5.04 of this Professional Services Agreement.

b) Audits of Contractor. At any time during the Term, the DIRECTOR, without notice to CONTRACTOR, may conduct inspections of CONTRACTOR'S work performance, equipment, inventory, logs, and Work Sites. CONTRACTOR shall rectify any deficiencies discovered by such inspection to the DIRECTOR'S satisfaction within ten (10) days of receipt of a notice of any such deficiency, at no cost to CITY, if caused by CONTRACTOR or any Subcontractors.

### **3.17 Confidentiality**

CONTRACTOR, CONTRACTOR'S agents, employees, contractors, and Subcontractors shall hold all of the Information in strictest confidence. CONTRACTOR, CONTRACTOR'S agents, employees, CONTRACTORS, and Subcontractors shall not disclose, disseminate, or use the Information unless the DIRECTOR authorizes such use in writing. CONTRACTOR shall establish procedures to ensure confidentiality of the Information and to prevent unauthorized use and disclosure of the Information. CONTRACTOR shall obtain written agreements from CONTRACTOR'S agents, employees, and Subcontractors performing work pursuant to the AGREEMENT, binding them to the terms in this Section 3.17.

### **3.18 Use of Work Products and Ownership; Works for Hire**

a) Equipment and Materials. Any interest of CONTRACTOR or Subcontractors in drawings, plans, specifications, studies, reports, memoranda, computations sheets, data, software, or other documents prepared by CONTRACTOR or Subcontractors in connection with the AGREEMENT is or shall become property of and shall be transmitted to CITY. However, CONTRACTOR may retain and use copies for reference and as documentation of CONTRACTOR'S experience and capabilities. CITY shall have the non-exclusive right to use, or to permit the use of, all such data, software, related documentation, and papers and any ideas or methods represented thereby for the operation and maintenance of the Equipment and the Work at any time without additional compensation to CONTRACTOR. All materials obtained or provided by CONTRACTOR or any Subcontractors as part of the Equipment, including but not limited to, spare parts, equipment, expendables, and consumables inventory, shall be and shall become property of CITY upon delivery or upon being specially adapted for use in or as part of the Equipment or the Work, whichever occurs first. CONTRACTOR shall promptly furnish to CITY any such bills of sale and other instruments as may be required by CITY, properly executed, acknowledged, and delivered, assuring to CITY title to such materials, free from encumbrances, and shall mark or otherwise identify all such materials as property of CITY.

b) Works for Hire. Any and all artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorship created by CONTRACTOR or Subcontractors in connection with the Work performed under the AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, as may be amended, and all copyrights, trademarks, and patents in and for such works are the property of CITY. If it is determined that any works created by CONTRACTOR or Subcontractors under the AGREEMENT are not works for hire under U.S. law, CONTRACTOR hereby assigns all copyrights to such works to CITY. With the approval of the DIRECTOR, CONTRACTOR may retain and use copies of such works for reference and as documentation of CONTRACTOR'S experience and capabilities.

### **3.19 Licenses and Permits**

CONTRACTOR shall obtain, maintain, and pay for all licenses, permits, and certificates, including, but not limited to, all professional licenses, required by the AGREEMENT, any statute, ordinance, rule, or regulation at no cost to CITY. This requirement includes, without limitation, certification of the on-site technicians. CONTRACTOR shall immediately notify the DIRECTOR of any suspension, revocation, or other detrimental action against required

licenses or certifications and CONTRACTOR shall immediately remove such on-site technician, employee, agent, or Subcontractor from performing any further services under the AGREEMENT until such license is reinstated and in good standing.

### 3.20 Compliance with Laws

CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations, including, but not limited to, the Charters and Ordinances and the Rules and Regulations.

### 3.21 Performance Bond

- a) Bond Provisions. CONTRACTOR shall, within ten (10) days of the date the DIRECTOR issues the Notice to Proceed to begin performance hereunder, furnish and maintain a performance bond in the amount of one hundred percent (100%) of the proposed Annual Management Fee required by the RFP conditioned on CONTRACTOR'S full and timely performance of the AGREEMENT (and payment of Subcontractors). CONTRACTOR shall maintain the Performance Bond throughout the term of the agreement including any renewal periods thereof. The Performance Bond must be in substantially the form attached as Exhibit B and issued by a corporate surety authorized and admitted to write surety bonds in the State of New Hampshire. The surety of the Performance Bond must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of One Hundred Thousand Dollars (\$100,000) by a reinsurer listed on the U.S. Treasury list.
- b) No Bond Provided. In addition to the termination rights set forth in Article V of this Professional Services Agreement, should CONTRACTOR fail to provide the Performance Bond within the time set forth above, CITY shall have the right to withhold and retain any payments due CONTRACTOR without interest or penalty of any kind, until such time as an acceptable performance bond is provided to CITY as required by the AGREEMENT. At such time as a performance bond is given to CITY, the withheld and retained payments shall be released by CITY to CONTRACTOR in the next monthly billing cycle, without interest or penalty of any kind imposed upon CITY by CONTRACTOR or any of CONTRACTOR'S designees, agents, or employees.

### 3.22 Environmental Laws

- a) Applicable Laws. CONTRACTOR shall comply with all federal, state, and local statutes, ordinances, regulations, rules, policies, codes, or guidelines now or hereafter in effect, as they may be amended from time to time, that govern Hazardous Materials or relate to the protection of human health, safety, or the environment, including but not be limited to:
  - i. *The Federal Insecticide, Fungicide, and Rodenticide Act*, 7 U.S.C. Section 136 et seq.;
  - ii. *The Safe Drinking Water Act*, 44 U.S.C. Section 300(f) et seq.;
  - iii. *The Oil Pollution Control Act of 1990*, 33 U.S.C. Section 270 et seq.;
  - iv. *the Comprehensive Environmental Response, Compensation and Liability Act of 1980*, as amended, 42 U.S.C., Section 9601 et seq., and as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. Law No. 99-499, 100 Stat. 1613;
  - v. *The Toxic Substances Control Act*, 15 U.S.C., Section 2601 et seq.;
  - vi. *The Clean Air Act* as amended, 42 U.S.C. 7401 et seq.;
  - vii. *The Clean Water Act*, 33 U.S.C., Section 1251, et seq.;

- viii. *The Hazardous Materials Transportation Act*, 49 U.S.C., Section 1801 et seq.;
- ix. *The Resources Conservation and Recovery Act*, 42 U.S.C., Section 6901 et seq.;
- x. and those substances defined as “hazardous waste” or as “hazardous substances” under the laws of the state of New Hampshire, the United States, and in any regulations promulgated under these laws.

b) Payment of Fines. Within ten (10) days of receipt of an invoice, CONTRACTOR shall reimburse CITY for any fines or penalties that may be levied against CITY by the United States Environmental Protection Agency, the New Hampshire Department of Environmental Services, or any other governmental agency for CONTRACTOR’S or CONTRACTOR’S designees’, agents’, employees’, or Subcontractors’ failure to comply with the Environmental Laws.

c) Hazardous Materials. CONTRACTOR shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the AIRPORT, or any other areas or facilities subject to the AGREEMENT, except in strict compliance with the Environmental Laws. “Hazardous Materials” include:

- i. all substances, materials, wastes, pollutants, oils, or governmentally regulated substances or contaminants defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws;
- ii. asbestos and asbestos-containing materials, petroleum products including crude oil or any fraction thereof, gasoline, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, polychlorinated biphenyls (PCBs), or radioactive materials or waste; or
- iii. any other substance that, because of such substance’s quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed of, or released.

### **3.23 NPDES Compliance.**

a) Requirements. The AIRPORT is subject to the NPDES, and the regulations that implement 40 CFR Part 122, relating to storm water discharges, for operations at the AIRPORT. CONTRACTOR hereby acknowledges that CONTRACTOR is familiar with these NPDES storm water regulations and shall conduct operations in accordance with 40 CFR Part 122, as amended from time to time. CONTRACTOR understands that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations. CONTRACTOR shall implement the NPDES requirements at CONTRACTOR’S sole expense, unless otherwise agreed to in writing between CITY and CONTRACTOR. CONTRACTOR shall meet all deadlines that may be imposed or agreed to by CITY and CONTRACTOR. Time is of the essence.

b) Coordination of Activities. CONTRACTOR acknowledges that close cooperation with CITY is necessary to ensure compliance with any NPDES storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. CONTRACTOR shall implement Best Management Practices as defined in 40 CFR, Part 122.2, as amended from time to time, if necessary to minimize the exposure of storm water to significant materials generated, stored, handled, or otherwise used by CONTRACTOR as defined in the federal storm water regulations. Upon the written request of one party, the other party shall provide any non-privileged information submitted to a government entity or entities under applicable NPDES storm water regulations. At the request of CITY, CONTRACTOR shall participate in CITY

organized task forces or other work groups as may be established to coordinate storm water activities at the AIRPORT.

c) NPDES Permit. The AIRPORT NPDES storm water discharge permit and any subsequent amendments, extensions, or renewals are incorporated into the AGREEMENT by reference. CONTRACTOR shall be bound by all applicable portions of the said permit. CONTRACTOR appoints CITY as CONTRACTOR'S agent to negotiate with the appropriate governmental entity or entities regarding any modifications to the AIRPORT'S permit.

d) Compliance Checks. CITY may enter upon any premises at the AIRPORT being used by CONTRACTOR pursuant to the AGREEMENT, including, but not limited to, the Site Manager's office, at any time for purposes of inspection to ensure that CONTRACTOR is complying with this Section 3.23 and any other provisions in the AGREEMENT, without being deemed to have committed a trespass.

e) CITY Remedies. CITY'S remedies with regard to CONTRACTOR'S compliance with the Environmental Laws, and Sections 3.22 and 3.23 herein, are cumulative and shall survive termination of the AGREEMENT.

WITH NO INTENT TO LIMIT CONTRACTOR'S INDEMNIFICATION TO CITY SET FORTH IN ARTICLE III OF THIS PROFESSIONAL SERVICES AGREEMENT, CONTRACTOR SHALL PROTECT, DEFEND, AND INDEMNIFY CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY LOSS, COST, CLAIM, DEMAND, PENALTY, FINE, SETTLEMENT, LIABILITY, OR EXPENSE (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' AND CONSULTANTS' FEES, COURT COSTS, AND LITIGATION EXPENSES) RELATED TO:

- i. ANY INVESTIGATION, MONITORING, CLEANUP, CONTAINMENT, REMOVAL, STORAGE, OR RESTORATION WORK PERFORMED BY CITY OR A THIRD-PARTY DUE TO CONTRACTOR'S, ITS EMPLOYEES', OR AGENTS' USE OR PLACEMENT OF HAZARDOUS MATERIALS (OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN) ON THE AIRPORT PREMISES, OR ANY OTHER AREAS IMPACTED BY THE AGREEMENT;
- ii. ANY ACTUAL, THREATENED, OR ALLEGED HAZARDOUS MATERIALS CONTAMINATION OF THE AIRPORT PREMISES BY CONTRACTOR, ITS EMPLOYEES, OR AGENTS;
- iii. THE DISPOSAL, RELEASE, OR THREATENED RELEASE OF HAZARDOUS MATERIALS BY CONTRACTOR, ITS EMPLOYEES, OR AGENTS AT THE AIRPORT THAT AFFECTS SOIL, AIR, WATER, VEGETATION, BUILDINGS, PERSONAL PROPERTY, OR PERSONS;
- iv. ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) ARISING OUT OF OR RELATED TO HAZARDOUS MATERIALS USE BY CONTRACTOR, ITS EMPLOYEES, OR AGENTS AT THE AIRPORT; OR
- v. ANY VIOLATION BY CONTRACTOR, ITS EMPLOYEES, OR AGENTS OF ANY ENVIRONMENTAL LAWS.

THIS INDEMNITY IS NOT APPLICABLE TO LOSSES, CLAIMS, PENALTIES, FINES, SETTLEMENTS, LIABILITIES, AND EXPENSES THAT RESULT FROM CONDITIONS EXISTING ON THE EFFECTIVE DATE OF THE AGREEMENT.

### **3.24 Airport Security and Badging**

a) Security Compliance. CONTRACTOR shall comply with all CITY, AIRPORT, TSA, FAA, and any other governmental agency security directives, rules, and regulations. The FAA and/or the TSA may assess fines and/or penalties for CONTRACTOR'S or any of CONTRACTOR'S designees', agents', employees, or Subcontractors' non-compliance with the provisions of 49 CFR 1540 and 1542, as amended from time to time, or by other agencies for noncompliance with laws or regulations applicable to CONTRACTOR'S operations. Within ten (10) days of receipt of notification in writing, CONTRACTOR shall reimburse CITY for any fine or penalty assessed against the AIRPORT because of CONTRACTOR'S or any of CONTRACTOR'S designees', agents', employees', or Subcontractors' non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.

b) Badging and Background Checks. All on-site personnel of CONTRACTOR, including Subcontractors, who perform services under the AGREEMENT shall undergo a fingerprint-based criminal history records check, as may be required by the DIRECTOR, at the DIRECTOR'S sole discretion. Fingerprints will be collected at the AIRPORT'S badging office and submitted electronically for investigation. At CONTRACTOR'S expense, CONTRACTOR shall obtain AIRPORT security badges for any personnel performing services for CONTRACTOR on AIRPORT property, including Subcontractors' personnel, as may be required by the DIRECTOR, at the DIRECTOR'S sole discretion. Any personnel on AIRPORT property issued such security badge shall wear their AIRPORT security badge at all times while on AIRPORT property. Costs for the fingerprint-based criminal history records checks are reflected in the cost charged by the AIRPORT for the AIRPORT security badges. CONTRACTOR is solely responsible for the cost of all AIRPORT security badges issued to CONTRACTOR, CONTRACTOR'S designees, agents, or employees, or Subcontractor's personnel, including replacements thereof, at no cost to CITY.

### **3.25 Conflicts of Interest**

If a potential or actual conflict of interest arises between the AIRPORT'S and CITY'S interests and the interests of other clients represented by CONTRACTOR, CONTRACTOR shall immediately notify the DIRECTOR by certified letter and request CITY'S consent to such conflict, which consent may be withheld at CITY'S sole and absolute discretion. CITY shall not be deemed to consent to the conflict unless CONTRACTOR receives a written notice of such consent within three (3) days after CITY receives CONTRACTOR'S notice of such conflict. If CITY does not consent, CONTRACTOR shall immediately take steps to resolve said conflict. Failure of CONTRACTOR to resolve said conflict within thirty (30) days of notifying CITY thereof, CONTRACTOR shall be deemed to be in Default, pursuant to Article V herein.

### **3.26 Right to Stop Work**

If CONTRACTOR fails to perform in accordance with the AGREEMENT, the DIRECTOR may order CONTRACTOR to stop the Work, or any portion thereof. CITY may, after twenty-four (24) hours advance written notice to CONTRACTOR by the DIRECTOR, and without prejudice to any other remedy available to CITY, perform the Work stopped by the DIRECTOR. In such a case, an appropriate deduction shall be made from the payments then or thereafter due to CONTRACTOR for the cost of the performance conducted by CITY, including the cost of additional services made necessary and performed by CITY due to CONTRACTOR'S failure to perform. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to CITY within ten (10) days of receiving an invoice therefor.

**3.27 Software Security**

CONTRACTOR shall maintain controls and processes designed to ensure that networks, systems, and devices, including, but not limited to, operating systems and applications, under CONTRACTOR'S control are up-to-date, including prompt implementation of all security patches when issued. CONTRACTOR shall notify CITY, as promptly as possible under the circumstances and without unreasonable delay, upon CONTRACTOR having reason to believe a Security Breach has occurred that could affect CITY or any patrons, tenants, or CONTRACTORS of the AIRPORT, or affect CONTRACTOR'S ability to perform under the AGREEMENT. For the purposes of this Section 3.27 "Security Breach" shall mean any event involving a known, actual, or suspected unauthorized access to any networks, systems, and devices under CONTRACTOR'S control or compromise of the security, confidentiality, or integrity of any data or information that is subject to regulation under applicable privacy and data protection legislation, including, but not limited to, Personal Data, Protected Health Information, and Personally Identifiable Information, as such terms are defined in said applicable legislation. CONTRACTOR shall use commercially reasonable efforts to contain such Security Breach and provide CITY with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, and the identity of each affected business or person, to the extent permitted by Law, promptly after such information can be collected or otherwise becomes available. CONTRACTOR shall take action immediately, at CONTRACTOR'S own expense, to investigate said Security Breach, to take all commercially reasonable actions to identify, prevent, and mitigate the effects of any such Security Breach, and to carry out any recovery or other action necessary to remedy said Security Breach. CONTRACTOR'S failure to comply with this Section 3.27 shall be deemed a Default under this AGREEMENT, and CITY may exercise any rights and remedies available to CITY at law or in equity.

**3.28 PCI-DSS Compliance.**

CONTRACTOR acknowledges and agrees that all processes, procedures, or technologies subject to this AGREEMENT shall follow PCI-DSS requirements. CONTRACTOR shall submit all PCI-DSS reports as required by the RFP.

**3.29 Professional Conduct and Appearance.**

CONTRACTOR, CONTRACTOR'S agents, employees, contractors, and Subcontractors shall conduct themselves in a professional and courteous manner and shall be well-groomed and suitably attired to present a professional appearance to the public, and shall comply with all codes of conduct and requirements of appearance as CITY may issue.

**3.30 Service Level Agreement.**

a) Service Level Breaches. CONTRACTOR hereby acknowledges and agrees that the Work and all services related to the AGREEMENT, including, but not limited to, the service requirements listed in Exhibit C, shall be of the highest caliber, performed in strict compliance with the requirements of the AGREEMENT, and remain consistent with the image that CITY seeks to project to all guests to and users of the AIRPORT. In the event that CONTRACTOR fails to meet the aforesaid standards or fails to duly perform in accordance with the terms and conditions of the AGREEMENT, CONTRACTOR hereby acknowledges and agrees that, in addition to all other rights and remedies available to CITY under the AGREEMENT, CONTRACTOR shall pay the corresponding liquidated damages as specified in Exhibit C. The amounts set forth in Exhibit C have been agreed upon by and between CITY and CONTRACTOR as reasonable estimates of CITY'S damages in such events. CITY'S acceptance of any damages pursuant to this Section 3.30 and Exhibit C will not prevent CITY from exercising any and all other rights or remedies for default available to CITY at law or in equity.

b) Procedure for Declaring Service Level Breaches. The determination as to whether there has been a breach pursuant to this Section 3.30 is at the DIRECTOR'S reasonable and sole discretion. Upon determining that such a breach has occurred, the DIRECTOR shall issue a written notice to CONTRACTOR of said breach and CITY'S claim for liquidated damages. Within ten (10) days after receiving written notice of a claim for liquidated damages pursuant to this Section 3.30, CONTRACTOR shall either, (i) pay to CITY the required amount, in full, or (ii) provide the DIRECTOR with a written statement and all supporting evidence that such breach did not occur. Upon receipt of any such written statement, the DIRECTOR shall review the evidence provided and determine, in the DIRECTOR'S reasonable and sole discretion, whether said breach occurred, which decision shall be final. In the event that the DIRECTOR determines that CONTRACTOR'S statement fails to demonstrate that the breach did not occur, the required liquidated damages shall become immediately due and payable. Any liquidated damages due and owing to CITY pursuant to this Section 3.30 shall be deducted from the payments then or thereafter due to CONTRACTOR by CITY.

c) Waiver of Liquidated Damages. Liquidated damages due and owing to CITY pursuant to this Section 3.30 shall be waived to the extent that such liquidated damages are the result of circumstances outside of CONTRACTOR'S control such that the DIRECTOR, in the DIRECTOR'S sole discretion, determines that the failure was unavoidable. Any determination by the DIRECTOR pursuant to this Section 3.30(c) shall be final and conclusive. If CONTRACTOR believes that the occurrence of a particular event may cause delays, CONTRACTOR shall so notify the DIRECTOR in writing and request a written waiver of this Section 3.30.

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## ARTICLE IV – DUTIES OF CITY

### 4.01 Fee Schedule

Subject to all the terms and conditions of the AGREEMENT, CITY shall pay to CONTRACTOR, and CONTRACTOR shall accept, the Management Fee, to be paid monthly, based upon invoices submitted to the DIRECTOR from CONTRACTOR indicating in detail the work performed by CONTRACTOR and Subcontractors, if applicable, for the invoiced month. CITY will pay CONTRACTOR within thirty (30) days of receipt of an approved invoice. If Other Work/Services are required during the AGREEMENT, the hourly rates and fees will be based on the labor rates set forth in \_\_\_\_\_.

### 4.02 Payment Terms

All CONTRACTOR invoices are subject to approval by the DIRECTOR. The DIRECTOR shall have the continuing right to request and receive from CONTRACTOR evidence which validates CONTRACTOR'S invoices. All payments must be made by check made payable to CONTRACTOR. CITY will not unreasonably delay or withhold payment or approval of any invoice. Neither payments made, nor approvals of invoices or services by the DIRECTOR shall be construed as final acceptance or approval of that part of CONTRACTOR'S services to which such payment or approval relates. Such payments do not relieve CONTRACTOR of any of CONTRACTOR'S obligations under the AGREEMENT.

### 4.03 Withholding of Payment for Deficient Work

If CITY pays CONTRACTOR for work performed by any Subcontractor or for parts, supplies, equipment, or materials provided by any supplier, and CONTRACTOR withholds or has withheld payment to the Subcontractor or supplier because of a deficiency in the quality or quantity of that Subcontractor's or supplier's work or materials, CITY may withhold a corresponding amount from any pending or future payments to CONTRACTOR until the next regular payment to CONTRACTOR occurring after CITY receives reasonable documentation that the deficiency has been remedied.

### 4.04 Submitted False Claims, Monetary Penalties

CONTRACTOR shall be liable to CITY for all damages and costs, including, but not limited to, attorneys' fees as a result of CONTRACTOR or any Subcontractors: (a) knowingly presenting or causing to be presented to CITY a false claim or request for payment or approval; (b) knowingly making, using, or causing to be made or used a false record or statement to get a false claim or invoice paid or approved; (c) conspiring to defraud CITY by getting a false claim or invoice allowed or paid by CITY; (d) knowingly making, using, or causing to be made or used as a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property of CITY; (e) benefiting from an inadvertent submission of a false claim or invoice to CITY, subsequently discovering the falsity of the claim, and failing to disclose the false claim to CITY within a reasonable time after discovery of the false claim or invoice.

### 4.05 Taxes

The AIRPORT is exempt from payment of Federal Excise and Transportation Tax. CONTRACTOR'S invoices to the AIRPORT shall not contain assessments of any of these taxes. The DIRECTOR will furnish CITY'S exemption certificate and federal tax identification number to CONTRACTOR upon written request.

### 4.06 Method of Payment - Disputed Payments

If CITY disputes any items in an invoice CONTRACTOR submits for any reason, including lack of supporting documentation, the DIRECTOR shall temporarily delete the disputed item and pay the remainder of the invoice. The DIRECTOR shall promptly notify CONTRACTOR of the dispute and request remedial action. After the dispute is settled, CONTRACTOR shall include the agreed upon amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

#### **4.07 Change Orders**

- a) Issuance of Change Orders. At any time during the Term, the DIRECTOR may issue a Change Order to increase or decrease the scope of the Work or change plans and specifications, as the DIRECTOR may find necessary to accomplish the general purposes of the AGREEMENT. CONTRACTOR shall furnish the services or deliverables set forth in the applicable Change Order in accordance with the requirements of the AGREEMENT plus any special provisions, specifications, or special instructions issued to execute Other Work/Services. The notice of approved changes to the contract will be issued using the form provided in Exhibit D.
- b) Contractor's Obligations Under a Change Order. Whenever CONTRACTOR receives a Change Order, CONTRACTOR shall furnish all material, equipment, and personnel necessary to perform the Other Work/Services described in the Change Order. CONTRACTOR shall complete the Other Work/Services within the time prescribed. If no time for completion is prescribed, CONTRACTOR shall complete the Other Work/Services within a reasonable time. If the Other Work/Services described in any Change Order causes an unavoidable delay in any other Work or Other Work/Services that CONTRACTOR is required to perform under the AGREEMENT, CONTRACTOR may request a time extension for the completion of the Other Work/Services. The DIRECTOR'S decision regarding a time extension is final.
- c) Airport Acceptance of Product or Service Under a Change Order. A product or service provided under a Change Order is subject to inspection, Acceptance, or rejection in the same manner as the work described in the AGREEMENT, and is subject to the terms and conditions of the AGREEMENT as if it had originally been a part of the AGREEMENT.

#### **4.08 Access to Work Sites**

Subject to FAA, TSA, and AIRPORT Rules and Regulations, CONTRACTOR may enter and leave Work Sites at all reasonable times without charge. CONTRACTOR and CONTRACTOR'S designees, agents, employees and Subcontractors may use the common areas and roadways at the AIRPORT that are proximate to the Work Sites. The access permitted under this Section 4.08 does not extend to any restricted area of the AIRPORT, including, but not limited to, the AOA, which may only be accessed by persons with AIRPORT security badges that specifically authorize such access or by persons escorted by authorized CITY personnel. CONTRACTOR shall repair any damage caused by it or its employees, suppliers or Subcontractors as a result of their use of the common areas. CONTRACTOR assumes all liability for any unauthorized entry by CONTRACTOR'S designees, agents, employees or Subcontractors into restricted areas at the AIRPORT, and CONTRACTOR shall hold CITY harmless from any penalties or fines resulting from such unauthorized access.

#### **4.09 Key Control**

- a) Keys Provided to Contractor. CONTRACTOR shall keep a record of all keys distributed to CONTRACTOR'S employees and Subcontractors and shall return to the AIRPORT the same keys issued upon termination of the AGREEMENT. In the event that CONTRACTOR does not return the same keys issued hereunder to the AIRPORT, then CONTRACTOR shall be held liable for any costs incurred by CITY for re-coring, or other such actions as may be necessary to ensure the security of the AIRPORT, and of any door, gate, or other security device leading to, from, or within the Work Sites or any other part of AIRPORT property.
- b) Work Site Access. CITY personnel and CITY'S authorized contractors shall, at all times, have access to the Work Sites. CONTRACTOR shall provide whatever is necessary to facilitate such access, including but not limited to, personnel and equipment. Persons authorized by CITY to access the Work Sites shall not interfere with or jeopardize CONTRACTOR'S responsibility for safely performing the Work under the AGREEMENT.

**4.10 Proprietary Data**

CITY does not anticipate the receipt of proprietary data/material related to the AGREEMENT. However, if CONTRACTOR provides same, CITY will handle in strictest confidence all such material received that is clearly marked as “proprietary” as part of CONTRACTOR’S performance under the AGREEMENT. Upon reasonable request of CONTRACTOR, CITY may enter into a confidentiality agreement with CONTRACTOR that will pertain to the content of CONTRACTOR’S proprietary information and that will apply throughout the Term.

**4.11 Exercise of Contract Responsibilities**

CITY, in exercising CITY’S responsibilities and authorities under the AGREEMENT, does not assume any duties or responsibilities to any Subcontractor or supplier, nor does CITY assume any duty of care to CONTRACTOR, CONTRACTOR’S suppliers, designees, agents, employees, or Subcontractors, except as may be expressly set forth herein or as required by law.

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## ARTICLE V – TERM AND TERMINATION

### 5.01 Initial Term

The AGREEMENT is effective on the Effective Date and shall continue until the expiration of the Initial Term, unless sooner terminated pursuant to the terms of the AGREEMENT. Performance shall begin on the date specified in the Notice to Proceed issued by the DIRECTOR. CONTRACTOR acknowledges that time is of the essence for the AGREEMENT.

### 5.02 Renewals

Upon expiration of the Initial Term, the AGREEMENT may be renewed at the request of the DIRECTOR for two (2) additional Renewal Terms of five (5) years each. If the DIRECTOR elects to not renew the AGREEMENT for a Renewal Term, the DIRECTOR shall notify CONTRACTOR in writing of non-renewal at least thirty (30) days before the expiration of the then current Term.

### 5.03 Termination for Convenience by City

a) CITY'S Rights to Terminate. The DIRECTOR may terminate the AGREEMENT at any time, for any reason, by giving thirty (30) days written notice to CONTRACTOR. CITY'S right to terminate the AGREEMENT for convenience is cumulative of all rights and remedies which exist now or in the future. In the event that CITY terminates this AGREEMENT pursuant to this Section 5.03, CITY will, on a straight-line depreciation basis, reimburse CONTRACTOR for CONTRACTOR'S unamortized expenses towards capital investments.

b) Duties of Contractor Upon Notice of Termination for Convenience. On receiving the Termination Notice, CONTRACTOR shall, unless the Termination Notice directs otherwise, immediately discontinue all Work under the AGREEMENT and cancel all existing orders and subcontracts that are chargeable to the AGREEMENT. As soon as practicable after receiving the Termination Notice, CONTRACTOR shall submit an invoice showing in detail the services performed under the AGREEMENT up to the date on which the AGREEMENT terminates, as specified in the Termination Notice. CITY shall pay any outstanding fees due and owing to CONTRACTOR for services actually performed, but not already paid for, in the same manner as prescribed in Sections 4.01 to 4.03 herein.

c) Contractor's Only Remedies. TERMINATION OF THE AGREEMENT AND PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THE AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN CONTRACTOR'S CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION 5.03), CONTRACTOR MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM CITY'S TERMINATION FOR CONVENIENCE.

### 5.04 Termination for Cause by City

a) Causes for Termination. If CONTRACTOR fails to perform under the AGREEMENT, the DIRECTOR may terminate the AGREEMENT with CONTRACTOR, and retain another contractor to assume the duties of the AGREEMENT, and charge CONTRACTOR for any costs incurred by CITY as a result of CONTRACTOR'S failure to perform. CONTRACTOR'S performance measures that would lead to a termination for cause by CITY shall include, but are not limited to:

- i. CONTRACTOR'S failure to address a maintenance issue within thirty (30) days of receiving notice of said issue;
- ii. Twelve (12) or more [insert applicable term for maintenance tickets/CCTRs] within a rolling three (3) month period addressing Remedial Maintenance that result in a

degradation in guest experience; or

- iii. Exceeding applicable Response Times for more than twelve (12) Remedial Maintenance within a rolling twelve (12) month period that result in a degradation in customer experience.

b) Written Notice of Termination for Cause and Contractor Cure. If CITY determines that CONTRACTOR has met one of the aforementioned items leading to a determination that CONTRACTOR should be terminated for cause, then the DIRECTOR may, but is not obligated to, deliver a Termination Notice to CONTRACTOR describing the reason for the termination. The DIRECTOR may, but is not obligated to, extend the date indicated in the Termination Notice to a later date. If the DIRECTOR allows CONTRACTOR to cure the Default and CONTRACTOR does so to the DIRECTOR'S satisfaction, in the DIRECTOR'S sole judgment, before the date specified in the Termination Notice, then the Termination Notice shall be deemed null and void. If CONTRACTOR does not cure the Default before the date on which the AGREEMENT is set to terminate pursuant to this Section 5.04, then the DIRECTOR may terminate the AGREEMENT on said date, at no further obligation of CITY. After receiving the Termination Notice, CONTRACTOR shall, unless the Termination Notice directs otherwise, immediately discontinue all services under the AGREEMENT, and promptly cancel all orders or subcontracts chargeable to the AGREEMENT.

c) Overtake of Termination for Cause. If, after a termination of the AGREEMENT pursuant to the terms of Section 5.04(a) herein, it is determined that CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of CITY. In such event, CONTRACTOR shall be paid in accordance with the provisions of Section 5.03 herein.

## **5.05 Default**

- a) Events of Default. In the event of any of the following ("Default" or "Defaults"), CITY shall have the rights set forth in this Section 5.05:
  - i. CONTRACTOR fails to perform or observe any of CONTRACTOR'S duties, obligations, covenants, or conditions of the AGREEMENT and such failure remains unremedied for ten (10) days after written notice thereof has been given or sent to CONTRACTOR by CITY;
  - ii. Any material warranty or representation made by CONTRACTOR to CITY as an inducement to enter into the AGREEMENT or as made herein proves to be false or misleading;
  - iii. CONTRACTOR fails to make any payments due and owing to CITY hereunder in full within five (5) days after the same is due and payable; or
  - iv. CONTRACTOR files a petition of bankruptcy or insolvency in any federal court, a receiver or trustee is appointed to take possession of CONTRACTOR'S business operations, or CONTRACTOR makes an assignment for the benefit of creditors.
- b) Effects of Default. If CONTRACTOR Defaults under the AGREEMENT, the DIRECTOR may either terminate the AGREEMENT or allow CONTRACTOR to cure the Default as provided in Section 5.04(b) herein. CITY'S right to terminate the AGREEMENT due to CONTRACTOR'S Default is cumulative of all rights and remedies which exist now or in the future.

## ARTICLE VI – FEDERAL CONTRACT PROVISIONS

### 6.01 General Civil Rights Provision

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

This ARTICLE VI binds CONTRACTOR and CONTRACTOR'S agents, employees, and Subcontractors from the date on which the RFP is advertised through the Term. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### 6.02 Compliance with Nondiscrimination Requirements

During the performance of the AGREEMENT, CONTRACTOR agrees as follows:

a) Compliance with Regulations. CONTRACTOR and CONTRACTOR'S agents, employees, Subcontractors, and consultants shall 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 the AGREEMENT.

b) Nondiscrimination. CONTRACTOR, with regard to the Work, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of employees or Subcontractors, including procurements of materials and leases of equipment. CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c) Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by CONTRACTOR of CONTRACTOR'S obligations under the AGREEMENT and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d) Information and Reports. CONTRACTOR shall provide all information and reports required by all applicable laws and regulations described in this Article VI and directives issued pursuant thereto and will permit CITY and the FAA access to CONTRACTOR'S books, records, accounts, other sources of information, and to CONTRACTOR'S facilities, as CITY or the FAA may deem necessary to ascertain compliance therewith. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, then CONTRACTOR shall so certify to CITY or to the FAA, as appropriate, and will set forth what efforts CONTRACTOR has made to obtain said information.

e) Sanctions for Noncompliance. In the event of CONTRACTOR'S noncompliance with the non-discrimination provisions of the AGREEMENT, CITY and the FAA may impose such sanctions as CITY or the FAA may determine to be appropriate, including, but not limited to:

- i. Withholding payments due to CONTRACTOR under the AGREEMENT until CONTRACTOR complies; and/or
- ii. Cancelling, terminating, or suspending the AGREEMENT, in whole or in part.

f) Incorporation of Provisions. CONTRACTOR shall include the provisions of this Section 6.02 in every subcontract that CONTRACTOR enters into pertaining to the Work or to CONTRACTOR'S performance under the AGREEMENT, including procurements of materials and leases of equipment, unless there exists an applicable exemption under the laws, regulations, and directives described in this Article VI. CONTRACTOR shall take action with respect to any subcontract or procurement as CITY or the FAA may direct as a means of enforcing such provisions, including, but not limited to, sanctions for noncompliance. Provided that, if CONTRACTOR becomes involved in, or is threatened with, litigation by a Subcontractor, employee, or supplier because of such direction, CONTRACTOR may request that CITY enter into said litigation to protect the interests of CITY. In addition, CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

### **6.03 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of the AGREEMENT, CONTRACTOR, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including, but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- ii. 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);
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iv. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- v. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- ix. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- xii. 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).

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## ARTICLE VII – MISCELLANEOUS

### 7.01 Independent Contractor

CITY reserves the right to select multiple contractors to perform the Work. In the event that CITY reasonably believes an aspect of the Work can be completed in a less expensive manner, CITY may direct CONTRACTOR not to do such work; following such instruction, the cost for the applicable work will not be deducted from the parking revenue and CONTRACTOR shall reduce the Management Fee for the applicable period accordingly. CONTRACTOR is an independent contractor and shall perform the services provided for in the AGREEMENT as such. CITY has no control or supervisory powers over the manner or method of CONTRACTORS' performance under the AGREEMENT. All personnel CONTRACTOR uses or provides are CONTRACTOR'S employees or Subcontractors and not CITY'S employees, agents, or subcontractors for any purpose whatsoever. CONTRACTOR is solely responsible for the compensation of CONTRACTOR'S personnel, including, but not limited to, the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

### 7.02 Force Majeure

a) Events of Force Majeure. Timely performance by both parties is essential to the AGREEMENT. However, neither party is liable for reasonable delays in performing its obligations under the AGREEMENT to the extent said delay is caused by Force Majeure that directly impacts CITY, the AIRPORT, or CONTRACTOR. An event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under the AGREEMENT. Force Majeure means fires, drought, interruption of utility services, epidemics, pandemics, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term "Force Majeure" does not include any changes in general economic conditions such as inflation, interest rates, economic downturn, or other factors of general application, nor any event that merely makes performance more difficult, expensive, or impractical. Force Majeure does not entitle CONTRACTOR to extra reimbursable expenses or payment.

b) Mitigation and Notice. Relief of liability due to Force Majeure is not applicable unless the affected party (i) uses due diligence to remove the effects of the Force Majeure as quickly as reasonably possible and to continue performance notwithstanding the Force Majeure; and (ii) provides the other party with prompt written notice of the cause and anticipated effect of such Force Majeure. The DIRECTOR may review claims that a Force Majeure that directly impacts CITY or CONTRACTOR has occurred and render a written decision within fourteen (14) days of receiving such claim in writing. The decision of the DIRECTOR is final. CITY may perform the Work or contract with a third party to perform the Work during periods of Force Majeure. Such performance is not a default or breach of the AGREEMENT by CITY.

c) Termination Due to Force Majeure. In the event that a Force Majeure continues for more than fourteen (14) days from the date performance of a party's obligations under the AGREEMENT is affected, the DIRECTOR may terminate the AGREEMENT by giving seven (7) days' written notice to CONTRACTOR, which termination shall not be a default or breach of the AGREEMENT by CONTRACTOR or CITY. CONTRACTOR WAIVES ANY CLAIM CONTRACTOR MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM A TERMINATION OF THE AGREEMENT DUE TO FORCE MAJEURE EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.

**7.03 Severability**

The determination by a court of competent jurisdiction and venue that any one or more of the terms, clauses, or provisions of the AGREEMENT is unenforceable or invalid shall not affect the enforceability or validity of any other term, clause, or provision of the AGREEMENT.

**7.04 Entire Agreement**

This Professional Services Agreement, all Exhibits attached hereto, the RFP, and the PROPOSAL shall constitute the entire agreement between the parties hereto and no part hereof may be changed, altered, amended, modified, limited, or extended orally or by agreement between the parties unless such agreement is expressed in writing and signed by CITY and CONTRACTOR or their respective assigns.

**7.05 Applicable Laws**

CONTRACTOR shall comply with all applicable municipal, county, state, and federal laws, ordinances, rules, and regulations, including, but not limited to, the laws of the State of New Hampshire, the Charters and Ordinances, and the laws of the federal government of the United States. CONTRACTOR, to the extent that CONTRACTOR may legally do so, hereby consents that venue for any litigation relating to the AGREEMENT is Hillsborough, New Hampshire, and further consents to the jurisdiction of the courts of the State of New Hampshire and the United States District Court of the State of New Hampshire, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts for the purposes of any suit, action, or other proceedings arising out of any of the obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections CONTRACTOR may have to venue in any such courts.

**7.06 Notices**

Any written notice, request, or demand required or permitted by the AGREEMENT will, until either party notifies the other in writing of a different address, be properly given if (i) hand delivered; (ii) sent by certified mail, return receipt requested; (iii) sent by registered first class mail, postage prepaid; or (iv) delivered by United States Express Mail, Federal Express, UPS, or any other nationally recognized overnight delivery service and addressed as identified in Section 1.01 of this Professional Services Agreement. Postage or delivery charges must be paid by the party giving the notice. All such notices shall be deemed effective as of the date of delivery if hand-delivered or sent by overnight delivery service, or three (3) days after such notice is deposited in the U.S. mail if sent by certified or registered mail.

**7.07 Interpretation**

The captions contained in this Professional Services Agreement are for reference only, and, therefore, are not a part of the terms or provisions of the AGREEMENT. Whenever required by the context of the AGREEMENT, the singular shall include the plural and the plural shall include the singular. The masculine, feminine, and neuter genders shall each include the other. In any provision relating to the conduct, acts, or omissions of CONTRACTOR, the term "CONTRACTOR" shall include CONTRACTOR'S agents, employees, contractors, Subcontractors, and successors. The AGREEMENT shall not be construed more strictly against one party than against the other merely by virtue of the fact that the AGREEMENT was prepared by one party, it being recognized that CITY and CONTRACTOR have had the opportunity to consult with counsel prior to executing the AGREEMENT.

**7.08 Non-Waiver**

No delay or omission by CITY in exercising any right, power, or remedy hereunder or otherwise afforded by the AGREEMENT or by contract, law, in equity, or by statute, shall constitute an acquiescence therein, impair any other right, power, or remedy hereunder, or otherwise afforded by the AGREEMENT or by contract, law, in equity, or by statute, or operate as a waiver of such right, power, or remedy. No waiver by CITY of any Default by CONTRACTOR

hereunder shall operate as a waiver of any other Default or the same Default on a future occasion.

**7.09 Inspections and Audits**

AIRPORT and CITY representatives may perform, or have performed, (1) audits of CONTRACTOR'S books and records, (2) inspections of all places where Work is undertaken in connection with the AGREEMENT, and (3) all costs and underlying expenses relating to CONTRACTOR'S performance, including, but not limited to, all fees paid to CONTRACTOR. CONTRACTOR shall keep CONTRACTOR'S books and records available for this purpose for at least six (6) years after the AGREEMENT terminates. This provision does not affect the applicable statute of limitations.

**7.10 Enforcement**

The City Solicitor may enforce all legal rights and obligations under the AGREEMENT without further authorization. CONTRACTOR shall provide to the City Solicitor all documents and records that the City Solicitor requests to assist in determining CONTRACTOR'S compliance with the AGREEMENT, with the exception of those documents made confidential by federal or state law or regulation.

**7.11 Survival**

CONTRACTOR shall remain obligated to CITY under all clauses of the AGREEMENT that expressly or by their nature extend beyond the expiration or termination of the AGREEMENT, including, but not limited to, the indemnity provisions.

**7.12 Publicity**

CONTRACTOR shall make no announcement or release of information concerning the AGREEMENT unless the release has been submitted to and approved, in writing, by the DIRECTOR.

**7.13 Successors and Assigns**

The AGREEMENT binds and benefits CONTRACTOR and CITY and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in Section 7.14 herein. The AGREEMENT does not create any personal liability on the part of any officer or agent of the AIRPORT or CITY.

**7.14 Business Structure and Assignments**

CONTRACTOR shall not, voluntarily, by operation of law, or otherwise, assign, transfer, mortgage, pledge, or encumber the AGREEMENT or any portion thereof or interest therein, nor shall CONTRACTOR grant, permit, or otherwise authorize the use of, in whole or in part, the rights granted to CONTRACTOR by the AGREEMENT to any party other than CONTRACTOR or CONTRACTOR'S agents, employees, contractors, or Subcontractors dispose of all or substantially all of CONTRACTOR'S assets without the DIRECTOR'S prior written consent, which consent may be withheld at the DIRECTOR'S sole and absolute discretion. Nothing in this Section 7.14, however, prevents the assignment of accounts receivable or the creation of a security interest. In the case of such an assignment, CONTRACTOR shall immediately furnish CITY with proof of the assignment and the name, telephone number, and address of the assignee and a clear identification of the fees to be paid to the assignee.

**7.15 Alternative Dispute Resolution**

a) Decisions by the Director. In the event that CONTRACTOR requires clarification regarding the terms and conditions of the AGREEMENT or in the event of a dispute arising

under or pertaining to the AGREEMENT, said clarification or dispute shall be decided by the DIRECTOR, whose decision shall be final and conclusive.

b) Mediation. CONTRACTOR and CITY hereby agree that any and all disputes arising under or pertaining to the AGREEMENT which are not settled pursuant to Section 7.15(a) herein, shall be submitted to mediation before any other legal action is taken. CONTRACTOR and CITY shall mutually agree upon a third-party mediator. If the parties cannot agree upon a mediator within a reasonable period of time, each party shall select one mediator and the two mediators chosen shall select a third mediator who shall serve as the sole mediator. The costs and expenses of such mediation shall be borne equally by the parties, subject to approval by the City Solicitor. The parties shall cooperate with the mediator to schedule the mediation within a reasonable amount of time from the date the mediator is selected. CONTRACTOR and CITY hereby agree to participate in the mediation in good faith effort to resolve the dispute.

c) Continuation of Work. During the course of such negotiations, mediation, or any other Alternate Dispute Resolution process that may be mutually agreed upon, CONTRACTOR and CITY hereby agree that all Work hereunder shall be continued without interruption. Unless otherwise specified elsewhere in the AGREEMENT, the rights and remedies contained in the AGREEMENT are not exclusive but are cumulative of all rights and remedies which exist now or in the future.

**7.16 Contractor Indebtedness to City**

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THE AGREEMENT, INCURS A DEBT OWNED TO CITY OF MANCHESTER OR STATE OF NEW HAMPSHIRE, IT SHALL IMMEDIATELY NOTIFY THE DIRECTOR IN WRITING. IF THE DIRECTOR BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, THE DIRECTOR SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE AIRPORT MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO CONTRACTOR UNDER THE AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

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[ENTER CONTRACT NUMBER HERE]  
[ENTER CONTRACT TITLE HERE]



MANCHESTER•BOSTON  
REGIONAL AIRPORT

[ENTER CONTRACTOR NAME]

\_\_\_\_\_  
Mr. Theodore Kitchens, A.A.E.  
Director of Aviation

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Enter Name]  
[Enter Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

**EXHIBIT A:**  
**AIRPORT RULES AND REGULATIONS**

SAMPLE

**EXHIBIT B:  
PERFORMANCE BOND**

SAMPLE

**EXHIBIT C:  
SERVICE LEVEL DAMAGES**

Pursuant to Section 3.30 of the Professional Services Agreement, CONTRACTOR agrees to pay to CITY the amounts specified below as liquidated damages for the applicable breach:

Failure to provide any reports required by the AGREEMENT, including, but not limited to, all reports related to PCI-DSS compliance.	\$50.00 for each day the applicable report is late and \$50.00 for each day CONTRACTOR is not PCI-DSS compliant.
Failure to comply with emergency preparedness procedures of the AIRPORT	\$500.00 per occurrence.
Failure to comply with the Rules and Regulations.	\$500.00 per occurrence.
Failure to comply with any guest experience program as may be promulgated by the AIRPORT.	\$500.00 per occurrence.
Site Manager's failure to comply with his or her duties as required under the AGREEMENT.	\$500.00 per occurrence.
Failure to comply with all codes of conduct and requirements of appearance as described in <u>Section 3.29</u> of the Professional Services Agreement or as CITY may otherwise issue.	\$500.00 per occurrence.
Failure to perform all Maintenance Services as required under the AGREEMENT.	\$500.00 per occurrence.
Failure to inventory or document all vehicles parked within the Work Sites each day.	\$500.00 per occurrence.
Failure to collect, account for, and deposit daily all gross revenues collected during the pervious day for the operation of the Work Sites, including, but not limited to, self-parking, valet parking, and employee parking.	\$250.00 for each late collection, account, or deposit and for each day that such collection, account, or deposit is late.
Failure to staff the Work Sites consistent with the then-current applicable minimum staffing levels approved by the DIRECTOR in writing.	\$500.00 per occurrence.

**EXHIBIT D:  
CHANGE ORDER**

SAMPLE

## **APPENDIX B: CERTIFICATIONS**

**PLEASE COMPLETE, SIGN, NOTARIZE AND INSERT THE FOLLOWING  
CERTIFICATIONS INTO YOUR SUBMITTAL.**

**THE AIRPORT WILL CONSIDER PROPOSALS THAT FAIL TO INCLUDE COMPLETED  
CERTIFICATIONS AS NON-RESPONSIVE AND SUCH SUBMITTALS WILL NOT BE  
CONSIDERED.**

### **CERTIFICATION OF MINIMUM QUALIFICATIONS**

By submission of this PROPOSAL, the RESPONDENT and each person signing on behalf of any RESPONDENT certifies, and in the case of a joint proposal each party thereto certifies as to its own organization that to the best of knowledge and belief, they meet the following Minimum Qualification Requirements:

- a) The RESPONDENT has been in continuous existence in the commercial parking/management business for at least the last 5 years; and,
- b) The RESPONDENT has performed similar services for at least five (5) airports or public entities having a minimum of 4,000 public parking spaces and annual gross revenues of at least \$10,000,000 within the last three (3) years; and,
- c) The RESPONDENT has the financial resources to finance, develop, and operate the parking management program as contained in this RFP and capable of financing the required capital improvements contained in their PROPOSAL; and,
- d) The RESPONDENT has a track record of performing parking management services; and,
- e) The RESPONDENT is in good standing with the CITY and any current or prior clients, and furthermore, is not involved in any legal actions with current or prior clients, is current in all tax liabilities for any locality or state where the RESPONDENT previously operated or currently operates, and is not barred from providing parking services by any governmental agency or airport; and,
- f) The RESPONDENT certifies they do not operate or have business interests with any parking facilities that compete with the AIRPORT and will not enter into any such an arrangement during the Term of the AGREEMENT.

I hereby affirm that the foregoing statements and representations are true. I also acknowledge that any materially false statement or representation shall be grounds for termination for cause by the CITY without prejudicing any remedies available to the CITY in equity or law.

### **Notary Seal:**

\_\_\_\_\_  
Name of RESPONDENT

\_\_\_\_\_  
Name of RESPONDENT'S  
Authorized Representative

\_\_\_\_\_  
Signature of RESPONDENT'S  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of RESPONDENT'S  
Authorized Representative

### **CERTIFICATION OF NON-COLLUSIVE PROPOSAL**

By submission of this PROPOSAL, each RESPONDENT and each person signing on behalf of any RESPONDENT certifies, and in the case of a joint proposal each party thereto certifies as to its own organization that to the best of knowledge and belief:

- a) The prices in this PROPOSAL have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other PROPOSER, or with any competitor; and,
- b) Unless otherwise required by law, the prices which have been quoted in this PROPOSAL have not been knowingly disclosed by the RESPONDENT and will not knowingly be disclosed by the RESPONDENT prior to opening, directly or indirectly, to any other RESPONDENT or to any competitor; and,
- c) No attempt has been made or will be made by the RESPONDENT to induce any other person, partnership, or corporation to submit or not to submit a PROPOSAL for purpose of restricting competition.

I hereby affirm that the foregoing statements and representations are true. I also acknowledge that any materially false statement or representation shall be grounds for termination for cause by the CITY without prejudicing any remedies available to the CITY in equity or law.

**Notary Seal:**

\_\_\_\_\_  
Name of RESPONDENT

\_\_\_\_\_  
Name of RESPONDENT'S  
Authorized Representative

\_\_\_\_\_  
Signature of RESPONDENT'S  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of RESPONDENT'S  
Authorized Representative

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION  
CERTIFICATION**

The undersigned RESPONDENT has satisfied the requirements of the ACDBE Program requirement contained in the RFP in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % ACDBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror, if unable to meet the ACDBE goal of 7.5%, is committed to a minimum of \_\_\_\_\_% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

**Notary Seal:**

\_\_\_\_\_  
Name of RESPONDENT

\_\_\_\_\_  
Name of RESPONDENT'S  
Authorized Representative

\_\_\_\_\_  
Signature of RESPONDENT'S  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of RESPONDENT'S  
Authorized Representative

## **APPENDIX C: FEDERAL CERTIFICATIONS**

**PLEASE COMPLETE, SIGN, NOTARIZE AND INSERT THE FOLLOWING  
CERTIFICATIONS INTO YOUR SUBMITTAL.**

**THE AIRPORT WILL CONSIDER PROPOSALS THAT FAIL TO INCLUDE  
COMPLETED CERTIFICATIONS AS NON-RESPONSIVE AND SUCH SUBMITTALS  
WILL NOT BE CONSIDERED.**

### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a proposal under this solicitation, the offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Further, the offeror certifies that any lower tier participant contained in this SOLICITATION is not presently debarred or otherwise disqualified from participation in federally assisted projects resulting from this procurement action.

**CERTIFICATION:**

**NOTARY/ATTESTATION:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION:

NOTARY/ATTESTATION:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification Proposals. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### Certifications

- 1) The applicant represents that it is ( ✓ ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ✓ ) is not ( ✓ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CERTIFICATION:

NOTARY/ATTESTATION:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION:

NOTARY/ATTESTATION:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## APPENDIX D: PROPOSED PARKING MANAGEMENT FEE

\_\_\_\_\_  
 (Respondent's Name)

CONTRACT YEAR	PROPOSED MANAGEMENT FEE	
	Method 1: Traditional CAPEX	Method 2: SaaS/HaaS Model
<b>Year 1</b> (July 1, 2022 through June 30, 2023)	_____ %	_____ %
<b>Year 2</b> (July 1, 2023 through June 30, 2024)	_____ %	_____ %
<b>Year 3</b> (July 1, 2024 through June 30, 2025)	_____ %	_____ %
<b>Year 4</b> (July 1, 2025 through June 30, 2026)	_____ %	_____ %
<b>Year 5</b> (July 1, 2026 through June 30, 2027)	_____ %	_____ %
<b>Year 6</b> (July 1, 2027 through June 30, 2028)	_____ %	_____ %
<b>Year 7</b> (July 1, 2028 through June 30, 2029)	_____ %	_____ %
<b>Year 8</b> (July 1, 2029 through June 30, 2030)	_____ %	_____ %
<b>Year 9</b> (July 1, 2030 through June 30, 2031)	_____ %	_____ %
<b>Year 10</b> (July 1, 2031 through June 30, 2032)	_____ %	_____ %

## APPENDIX E: SCOPE OF WORK

The following section presents the Scope of Work to be completed by the successful RESPONDENT.

### D1. FACILITY INSPECTIONS AND MAINTENANCE

The CONTRACTOR shall perform the following inspections on their prescribed frequencies and perform any required maintenance to address problems during the inspection. The CONTRACTOR shall provide reports showing compliance with the inspections and any maintenance activities performed. The reports are due to the AIRPORT on the same frequency as the inspection (i.e. daily inspections require daily reports, monthly inspections require monthly reports, etc.)

#### 1) Daily Inspections and Maintenance

##### a. Cleaning (except for areas rented by the Rental Car Companies)

- i. Sweeping garage floors, stairwells, etc.
- ii. Sweeping all areas (including Curbs)
- iii. Empty trash cans
- iv. Remove all litter and debris from interior and exterior grounds
- v. Clean cashier booths, floors, windows.
- vi. Collect and return luggage carts from the Parking Garage, Lot A, and Lot C to the corrals located in the AIRPORT terminal by baggage claim 1 and 2 and by baggage claim 3, 4, and 5, or to the corrals located in the Parking Garage.

##### b. Sanitization:

- i. Using List N USEPA approved disinfectants, the CONTRACTOR shall treat each customer touchpoint including but not limited to: all ticket dispensers, door handles, pay-on-foot machines.
- ii. Approved List N disinfectants can be found at:

<https://www.epa.gov/coronavirus/about-list-n-disinfectants-coronavirus-covid-19-0>

##### c. Electrical System for Parking Garage and Lots

- i. Conduct eight daily inspections of elevators at no greater than 3-hour intervals to ensure operational status and promptly notify Airport Communications Center of any elevator maintenance issues. First inspection shall be conducted no sooner than 120 minutes prior to the scheduled first departure of the day.
- ii. Replace, with like kind and quality, any necessary light bulbs, ballasts, and fixtures within 24 hours of failure or notification from the AIRPORT.
- iii. Check exit lights for proper function.
- iv. Repair and replace lights on light poles.
- v. Test all GFCI outlets and repair as needed.

**NOTE: It will be the responsibility of the CONTRACTOR to supply light bulbs, ballasts, and fixtures.** The lighting in the parking lots are LED Elumnen SL fixtures. The last three years average expense for these fixtures has been approximately One Thousand Eight Hundred Dollars (\$1,800) per year. Lot A has six (6) poles with twin heads; Lot C has 55 poles with twin heads; 6<sup>th</sup> Floor of the Parking Garage has twenty-six (26) poles with twin heads. Utility expenses will remain with the CITY.

- d. Landscaping
  - i. Remove trash and debris paying close attention to areas where trash collects due to wind patterns around the parking garage.
  - ii. Visually check all parking facilities twice daily and remove any trash or debris.
- e. Parking and Ground Transportation Control Equipment
  - i. Check each piece of control equipment for proper operation. The daily check shall occur no sooner than 120 minutes prior to the first scheduled departure for the day.
  - ii. Repair/replace entrance gate arms within 30 minutes after notice of damage.
  - iii. Maintain inventory of spare parts adequate to provide repair/replacement.
- f. Plumbing Systems
  - i. Check for proper operation of floor drains and drainage.
  - ii. Flush drain lines and clean sand traps throughout the Parking Garage.
- g. Roofing and Waterproofing
  - i. Check for, and report to the Airport Communications Center, leaks and deterioration in all areas, including toll booths and the Site Manager's office.
- h. Safety Checks
  - i. Check for any tripping hazards to pedestrians and mark any observed safety concerns to notify guests. Promptly notify the Airport Communications Center of any observed safety concerns.
  - ii. Check that all exit signs from any enclosed space in the facility are operational and promptly fix any observed operational issues, up to and including replacement of missing signs.
  - iii. Check that all Emergency Call Stations and "blue lights" are operational and connected with Airport Communications Center by conducting random "ring downs" from each station. Each station shall be checked at a minimum frequency of once per week. Ring downs shall check for clarity of the spoken voice. Any outages or issues shall be reported immediately to the Airport Communications Center.
- i. Signs
  - i. Check that signs are clean, visible, and properly illuminated and address any observed maintenance items within 24-hours.
  - ii. Replace/repair all signs within the parking operation to include airport directional signage, wayfinding, and any other reasonable signage deemed necessary by the AIRPORT.
- j. Snow and Ice Control
  - i. Check for icy spots in high traffic pedestrian areas.
  - ii. Conduct ice control when ice is forecasted to be greater than 1/10<sup>th</sup> of an inch.
  - iii. Participate in AIRPORT Snow and Ice Control Committee meetings.
  - iv. Remove snow and ice, using care to avoid damage to landscaping, fencing, and improvements. NOTE: The CITY will not provide any snow removal or melting equipment under this AGREEMENT. The CONTRACTOR must provide the means and methods for all snow removal activities.
  - v. Conduct daily post-storm inspections for any "freeze/thaw/freeze" cycles that may result in residual ice buildup in pedestrian traffic areas. Conduct appropriate ice control measures for any observed areas.
  - vi. The CONTRACTOR will be responsible for snow removal functions related to all levels of the Parking Garage, the surfaces of Lot A and Lot C, sidewalks within Lot A, and cross-over slabs to stair towers.

**\*\*\*ICE CONTROL TO BE CONDUCTED USING AIRPORT APPROVED CHEMICALS\*\*\***

- 2) Weekly Inspections and Maintenance
  - a. Cleaning
    - i. Cleaning of all parking control equipment
  - b. Doors and Hardware
    - i. Check for proper operation, lubricate as needed or directed the AIRPORT.
  - c. Electrical System for Both Garage and Open Lot
    - i. Check for any exposed conduit and wiring.
  - d. Landscaping
    - i. Weeding around perimeter of the Parking Garage and all surface parking facilities.
  - e. Safety Checks
    - i. Check fire safety equipment for charge and date of inspection by a certified fire company and notify AIRPORT if action for replacement is needed.
- 3) Monthly Inspections and Maintenance
  - a. Clean all stairwell windows and doorframes.
  - b. Clean all office windows and doorframes.
- 4) Quarterly Inspections and Maintenance
  - a. Inspect pavement surfaces for spot repairs and address any areas in need of seal coating, crack sealing, or other preventative measures.
  - b. Coordinate with the AIRPORT for any areas needing corrective maintenance.
- 5) Mid-Year Inspections and Maintenance
  - a. Wash and degrease parking floors.
  - b. Inspect all painted surfaces for general condition check for rust spots. Inspections should be scheduled for summer.
  - c. Touch up door frames, handrails and guiderails, pipe guards, exposed pipes, conduit, and other metals
- 6) Yearly Inspections and Maintenance
  - a. In the first year of the Term of AGREEMENT, the CONTRACTOR shall provide a baseline pavement assessment of all parking lots (NOTE: the AIRPORT is conducting routine capital improvements in the Parking Garage and will continue to do so during the Term of the AGREEMENT).
  - b. Seal blacktop surfaces and stripe every lot and each floor of Parking Garage area every other year, starting with completion by June 2023.
  - c. Pothole, crack, and spot repair (mill/box out failed asphalt) prior to replacing hot mix asphalt.
  - d. Crack seal on all cracks larger than 1/8".
  - e. Wash down each deck of the Parking Garage to remove salt and chemicals tracked in by vehicles entering the Parking Garage. Wash downs should occur in the spring and at a time when freezing temperatures are not expected within a 24 hour period.
  - f. CITY and CONTRACTOR shall negotiate the extent of CONTRACTOR'S responsibilities for costs of repairs, dependent upon the scope and severity of the issues found as a result of any inspection.

## D2. ACTIVITY REPORTING REQUIREMENTS

The CONTRACTOR shall provide the following reports to AIRPORT management relating to all lots and Parking Garage:

- 1) Daily Reports
  - a) **Daily License Plate Report:** A daily report of all license plates of all vehicles in the AIRPORT parking facilities, summarized by state. Count of specialty plates (i.e. international plates, elected officials, etc.) shall also be provided. The submitted report

shall have functionality for exporting for further data analysis by the AIRPORT. The daily License Plate Report shall be conducted on all days throughout the year, including weekend and holiday counts;

- b) **Daily Car Count Report:** A daily count of vehicles in the AIRPORT parking facilities. The Daily Car Count Report Parking Garage shall be presented for each level in the Parking Garage. The submitted report shall have functionality for exporting for further data analysis by the AIRPORT. This report shall be submitted twice during a 24-hour operating clock: once at 3:00 am and a supplemental report at 8:00 am.
  - c) **Daily Revenue Report:** A daily revenue report showing total revenue received and credits provided, by location and by time frame. This report should also provide a summary of transactions by duration. The submitted report shall have functionality for exporting for further data analysis by the AIRPORT. This report is subject to audit by the CITY.
  - d) **Daily Available Parking Space Report:** A daily report summarizing the total number of parking spaces available by parking facility. The Daily Available Parking Space Report should account for parking spaces closed to the public due to recurring maintenance activity or operational need. The Available Parking Space Report should interface with the Daily Car Count Report and calculate two measurements: a) percentage of total parking spaces occupied, and b) percentage of total *available* parking spaces occupied. The daily Available Parking Space Report for the Parking Garage shall be presented for each level in the garage. The submitted report shall have functionality for exporting for further data analysis by the AIRPORT.
- 2) Monthly Reports
- a) **Monthly Revenue Report:** A monthly report indicating gross and net parking revenue by parking facility. The submitted report shall have functionality for exporting for further data analysis by the AIRPORT.
  - b) **Monthly Total Paid Transactions Report:** A monthly report indicating total paid transactions by revenue-producing parking facility. Transactions should be separated by payment method (i.e. cash, credit, FastPass, etc.). The submitted report shall have functionality for exporting for further data analysis by the AIRPORT.
  - c) **Monthly Length of Stay Report:** A monthly length of stay (duration) report by revenue-producing parking facility and for all parking facilities combined. The submitted report shall have functionality for exporting for further data analysis by the AIRPORT.
  - d) **Monthly Validation Reports:** A monthly report indicating the various validation classes, as determined by the AIRPORT, showing a reduction to gross revenue. The submitted report shall have functionality for exporting for further data analysis by the AIRPORT.
  - e) **Monthly Ticket Pull Report:** A monthly report indicating total parking tickets issued by revenue-producing parking facility. The submitted report shall have functionality for exporting for further data analysis by the AIRPORT.
  - f) **Monthly DBE Participation Report:** By the 15<sup>th</sup> of the month following the previous month (for example, the November report is due by December 15<sup>th</sup>), the RESPONDENT shall provide to the AIRPORT a summary of DBE participation. This report shall include total disbursements by the CONTRACTOR to all subcontractors/providers and total disbursements by the CONTRACTOR to New Hampshire certified DBE subcontractors/providers.

**Failure to provide monthly DBE reports shall be considered a Default under the AGREEMENT.**

3) Quarterly Reports

- a) **Quarterly PCI-DSS Scan Report:** Prior to the close of each quarter, the CONTRACTOR shall provide a completed PCI-DSS scan that shows a “pass/fail” score and any systems, subsystems, code, or other component that requires addressing.  
**Failure to provide Quarterly PCI-DSS reports prior to the close of each quarter shall be considered a Default under the AGREEMENT.**
- b) **PCI-DSS Compliance Plan Report:** Should the Quarterly PCI-DSS Scan indicate “fail”, then within 5 business days the CONTRACTOR shall provide a plan of action to the Airport. This plan of action shall indicate the specific steps, duties, and assignments that will be taken to bring the revenue and control system into PCI-DSS compliance. Upon implementation of this plan, the CONTRACTOR shall, at their own cost, run subsequent PCI-DSS Scans until such time as the PCI-DSS scan indicates “pass.”

**Failure to maintain PCI-DSS compliance shall be considered a Default under the AGREEMENT.**

4) Yearly Reports

- a) **Yearly PCI-DSS Compliance Report:** Prior to each anniversary of the AGREEMENT, the CONTRACTOR shall provide to the AIRPORT a report that shows that the revenue control system and all supporting components meet PCI-DSS Standards. The CONTRACTOR shall schedule the annual audit report in such a manner as to provide a satisfactory report to the AIRPORT prior to the anniversary. As such, any failure(s) contained in the PCI-DSS audit shall be rectified prior to the anniversary.

**Failure to provide PCI-DSS report prior to the anniversary year shall be considered a Default under the AGREEMENT.**

- b) **Yearly Service Organization Controls (“SOC”) Report:** for operation of in-house and SaaS systems, report annually via a SOC Report, or similar, how the system(s) and process(es) achieve key compliance controls and objectives.

D3. INFORMATION SYSTEMS AND NETWORK

The CONTRACTOR shall:

- 1) Provide computers, devices, and network: internet access required to process and manage parking operations.
- 2) Reports on cyber compromise events impacting systems and networks affecting guests, parking operations, or AIRPORT operations within the reporting requirements contained in the AGREEMENT.
- 3) Maintain in full force and effect cybersecurity insurance at coverages contained in the AGREEMENT, as may be modified by AIRPORT management.

## **APPENDIX F: NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

### **Timetables**

Goals for minority participation for each trade: **7.5%**

Goals for female participation in each trade: **7.5%**

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60. Compliance with the goals will be measured against the total work hours performed. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the "covered area" is City of Manchester, Hillsborough County New Hampshire.

## **APPENDIX G: PHOTOS OF EXISTING PARKING FACILITIES**



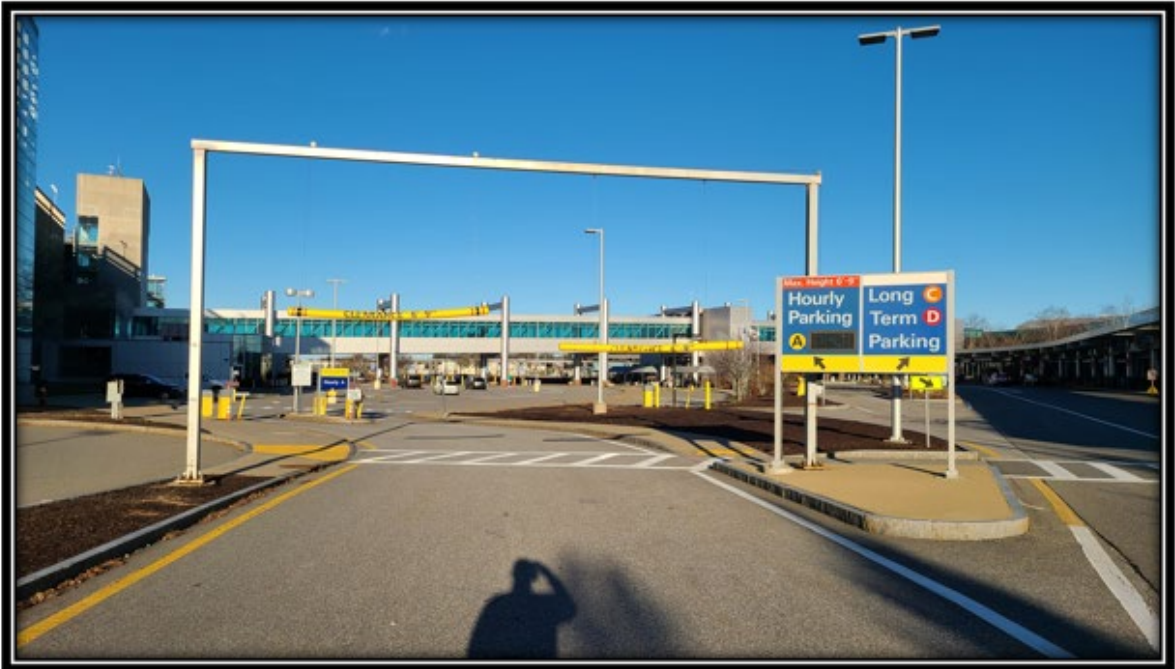
**Photo 1:**

*Entrance to the Middle Curb of Terminal. The inner curb can be seen to the right underneath the terminal canopy. Pedestrian Bridge connecting Level 2 of the Garage to Terminal passing left to right in background*

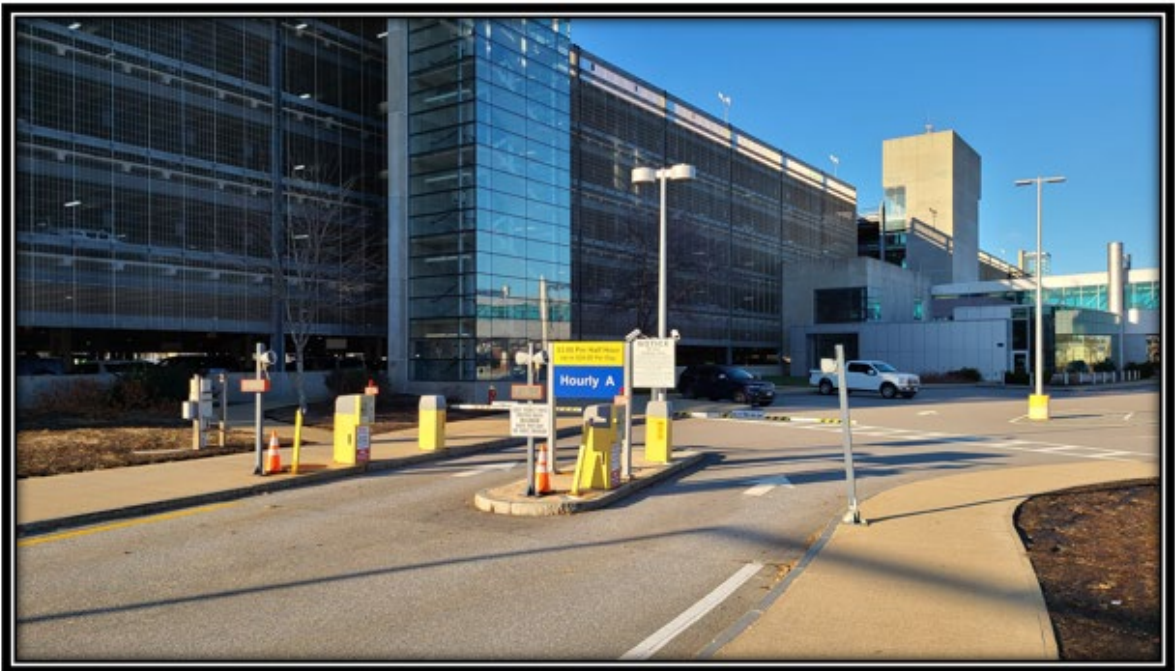


**Photo 2:**

*Entrance to the Outer Curb of Terminal. The middle curb can be seen to the right. Pedestrian Bridge connecting Level 2 of the Garage to Terminal passing left to right in background*



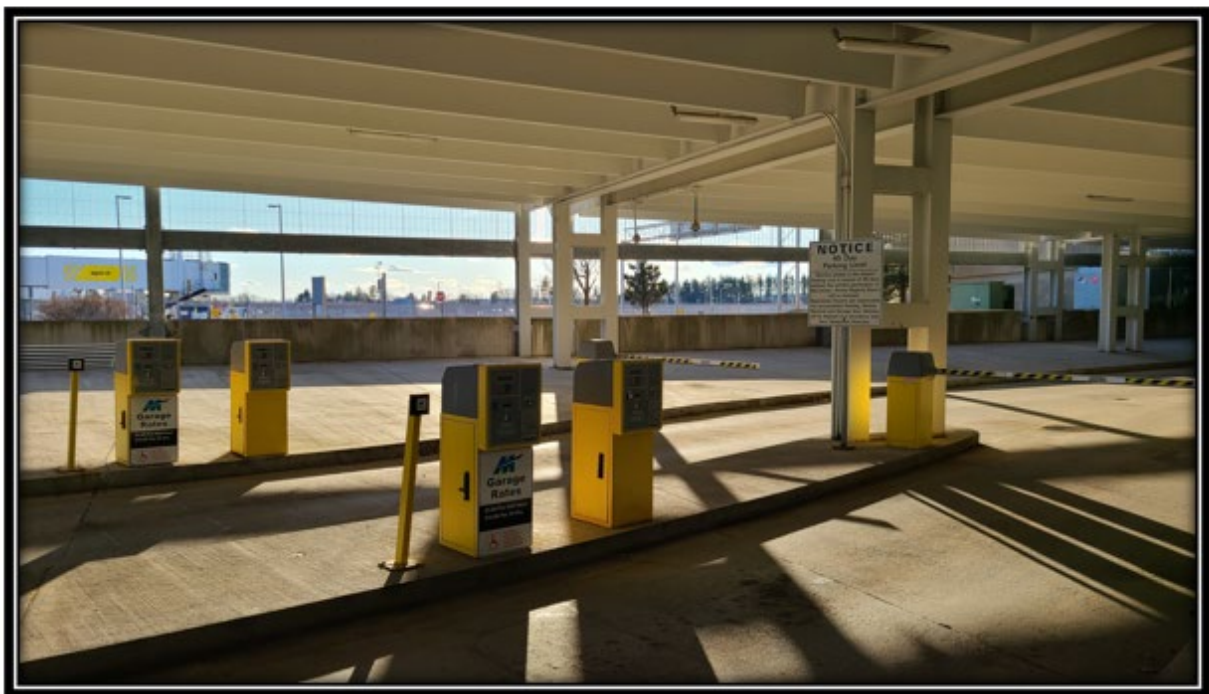
**Photo 3:**  
*Entrance to Lot A. Notice outdated sign referencing Lot C and Lot D and inoperable sign for hourly parking rate.*



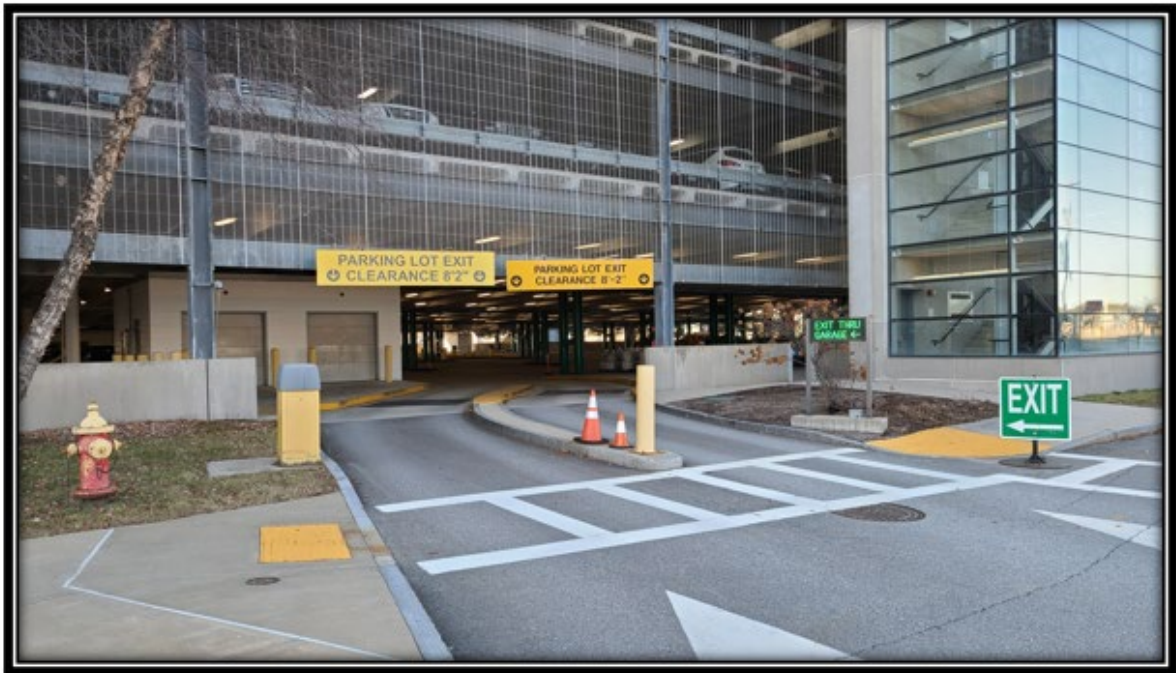
**Photo 4:**  
*Closer photo showing access control devices for Lot A.*



**Photo 5:**  
*Entrance to the parking garage.*



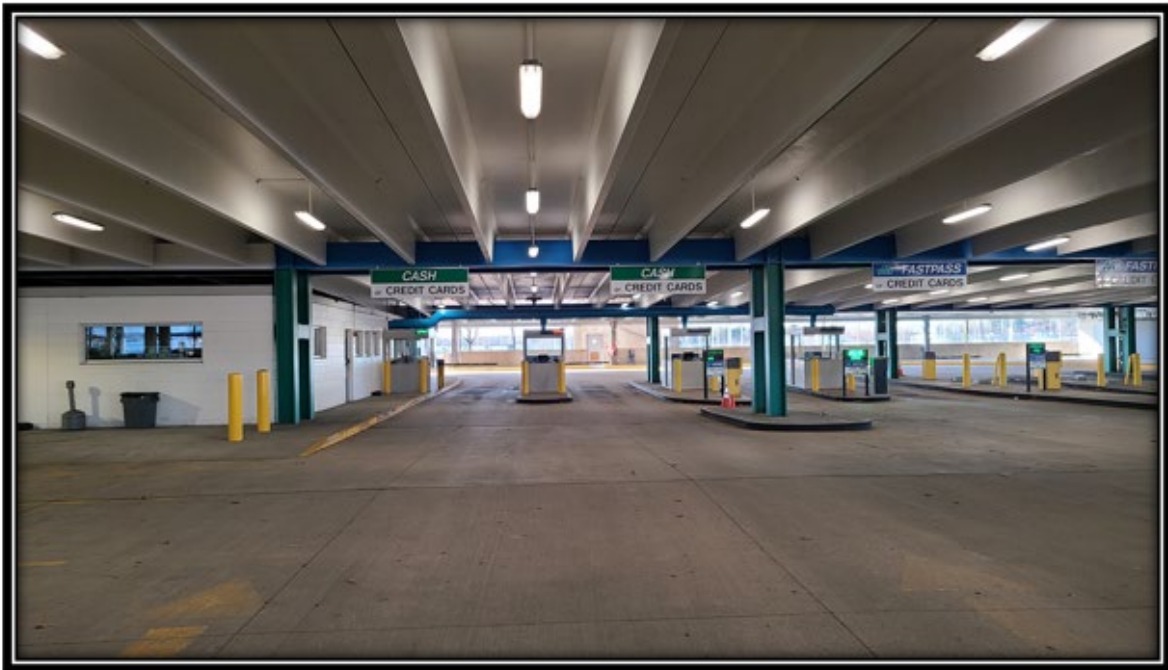
**Photo 6:**  
*Access control devices at entrance to parking garage. Notice inconsistent branding among signs here and at the entrance in Photo 3.*



**Photo 7:**  
*Exit from Lot A prior to entering the first level of the Parking Garage.*



**Photo 8:**  
*Exit from Lot A as you enter the Parking Garage. Notice wayfinding impacts and lack of clarity as to which lane is in use or forms of payment accepted.*



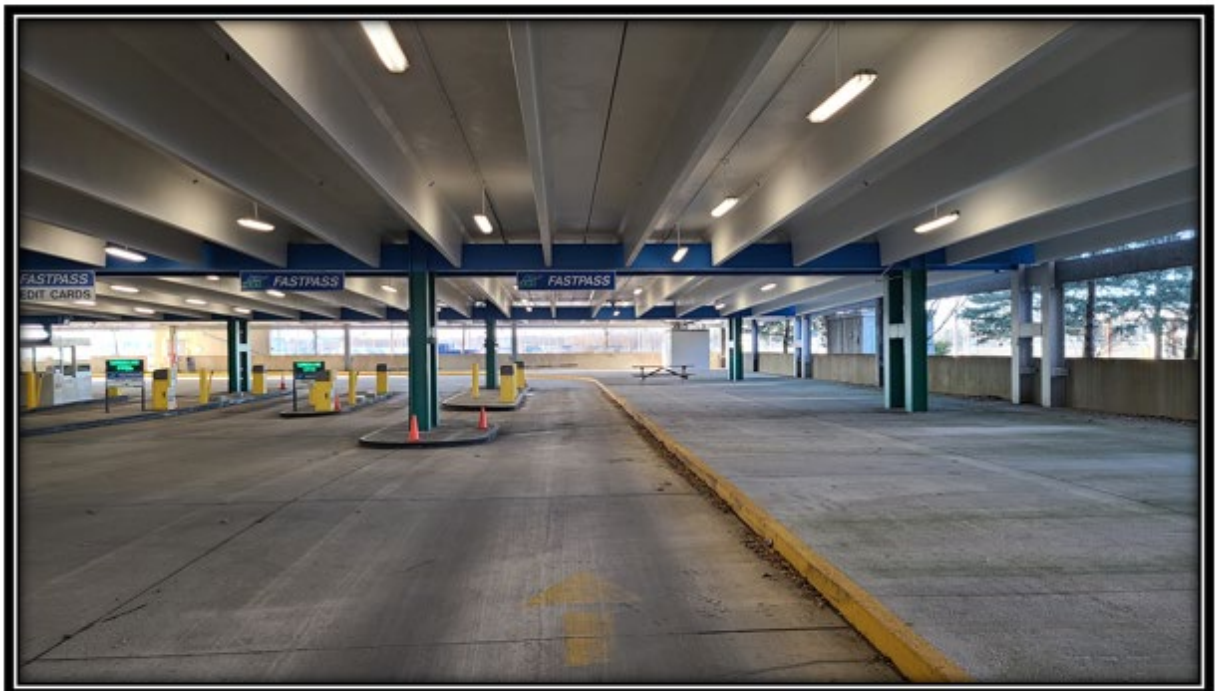
**Photo 9:**  
*Approach to Lane 1 and Lane 2.*



**Photo 10:**  
*Approach to Lane 3 and Lane 4.*



**Photo 11:**  
*Approach to Lane 5 and Lane 6.*



**Photo 12:**  
*Approach to Lane 7.*



**Photo 13:**

*Exit from the Outer Curb of the terminal merging with the outbound flow from inner terminal curb.*



**Photo 14:**

*Parking Lot shuttle bus parking spaces on North End of inner terminal curb.*



**Photo 15:**

*Photo of north end of inner terminal curb. Planned location for TNC Drop-off/Pick-up for guests flying Southwest Airlines or American Airlines.*

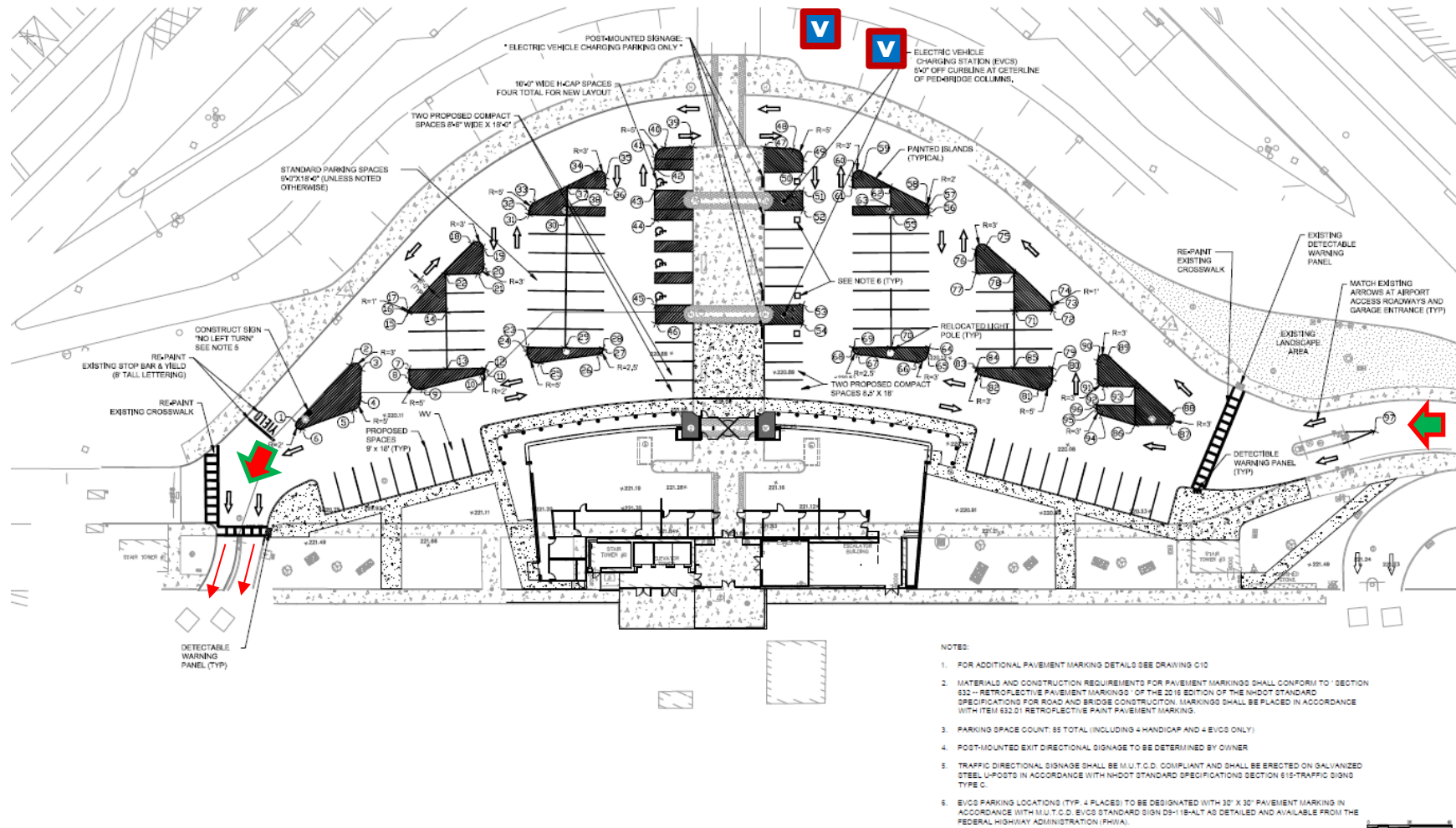


**Photo 16:**

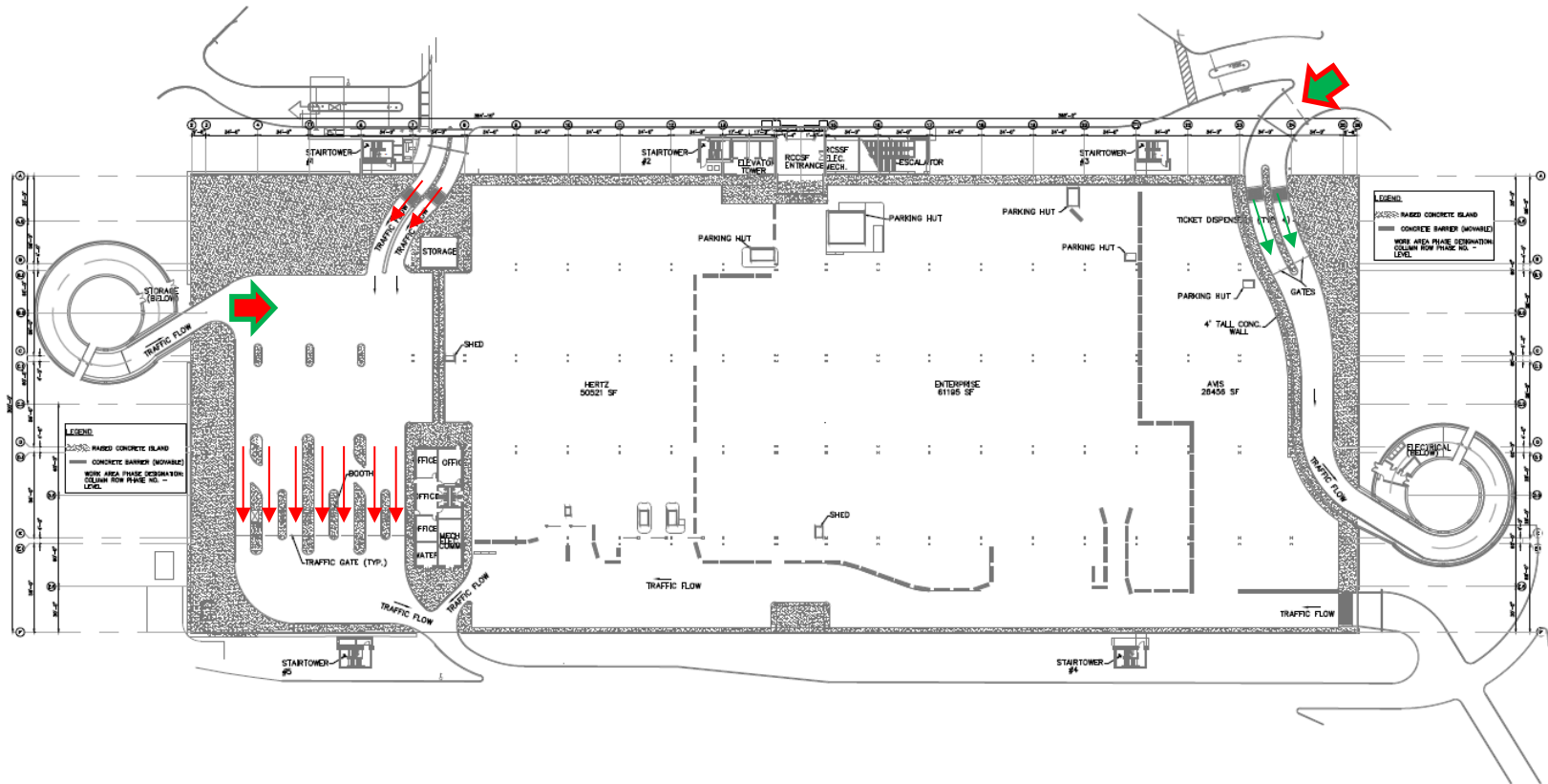
*Photo of south end of inner terminal curb. Planned location for TNC Drop-off/Pick-up for guests flying Spirit Airlines or United Airlines.*

## **APPENDIX H: PARKING FACILITIES LAYOUTS AND FLOORPLATES**

## LOT A



Parking Spaces by Level  
Level 1: 876

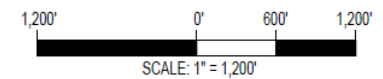


PLOTTED: 11/23/2021  
DRAWING: C:\USERS\KATHUNA.RICHEBURG\DOCUMENTS\WHT\PARKING LOT EXHIBIT\WHT GARAGE LEVELS 2-5.DWG

**Manchester-Boston Regional Airport**  
Parking Garage Level 1

November 23, 2021

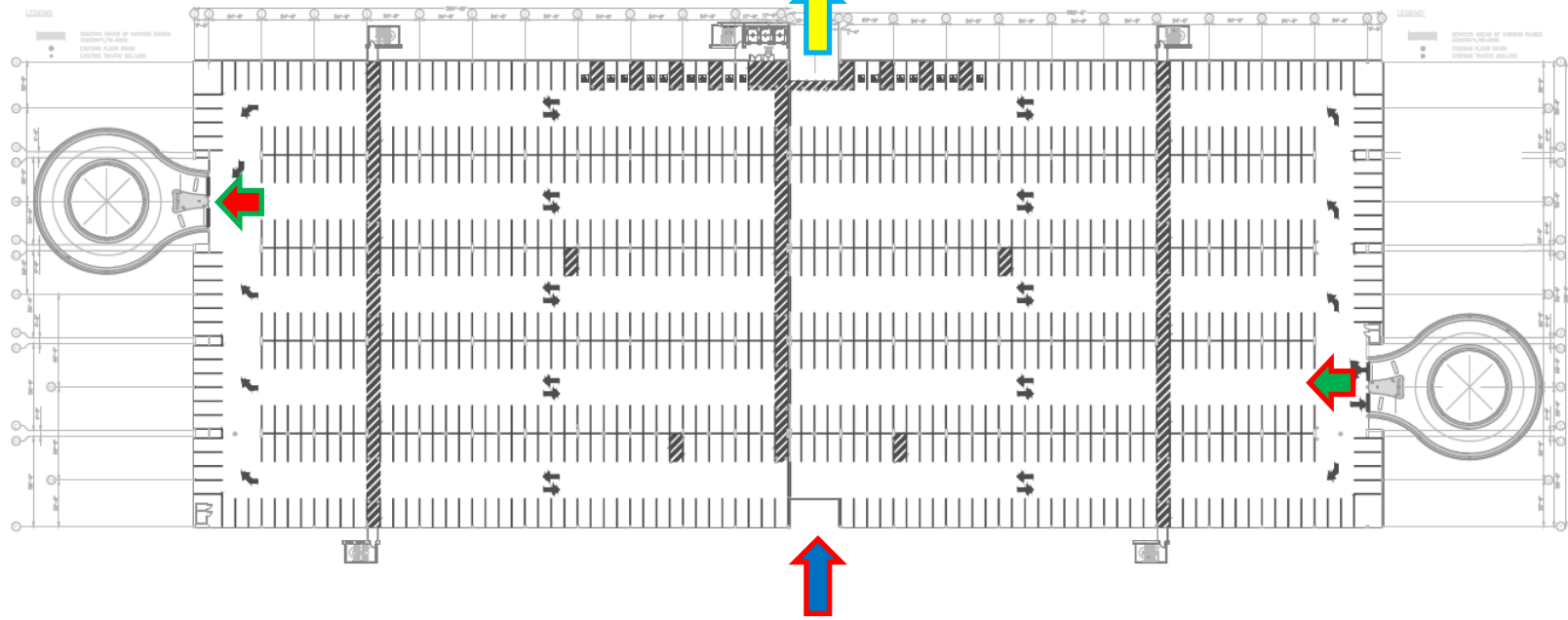
**AECOM**



Parking Spaces by Level  
Level 2: 876



**To Terminal via  
Pedestrian Bridge**



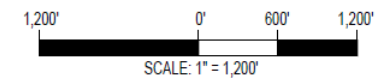
*Notch represents the location of a future tie-in  
for pedestrian bridge from potential 2<sup>nd</sup> Deck  
across Terminal Loop Road (i.e. in Lot C).*

PLOTTED: 11/23/2021  
DRAWING: C:\USERS\KATHUNA.RICHBURG\DOCUMENTS\MFT\_PARKING LOT EXHIBIT\MFT GARAGE LEVELS 2-5.DWG

**Manchester-Boston Regional Airport**  
Parking Garage Level 2

November 23, 2021

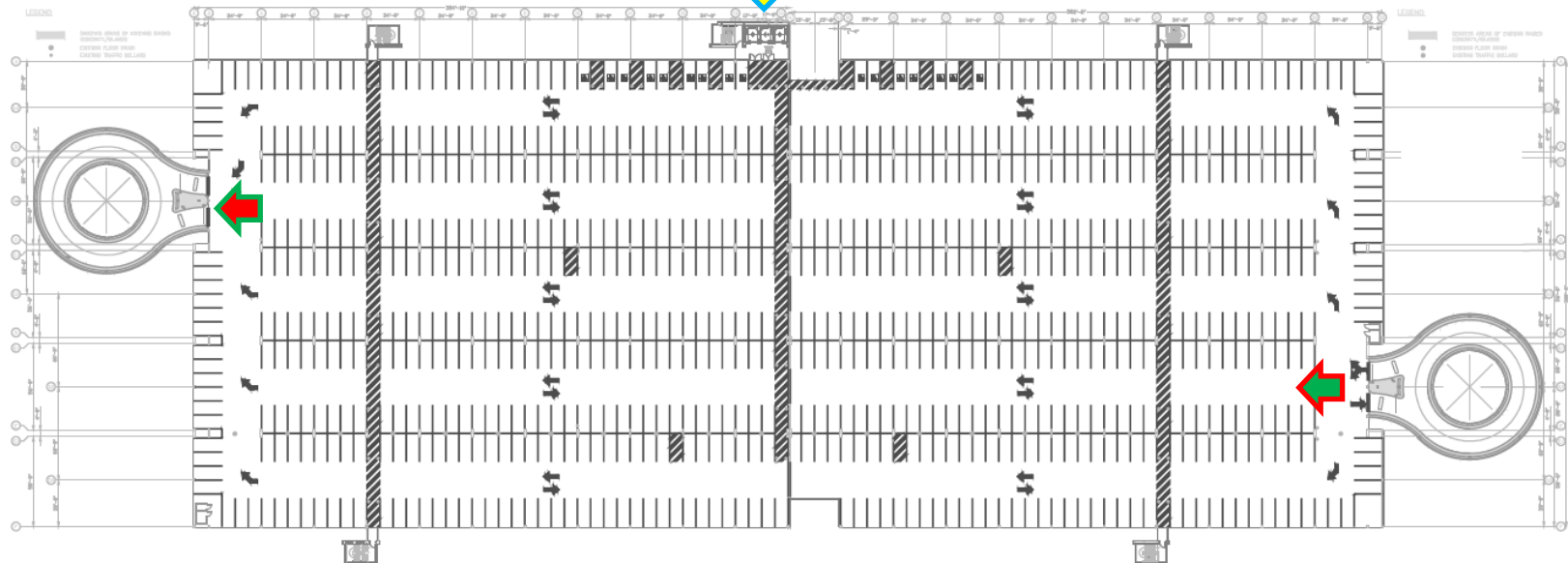
**AECOM**



Parking Spaces by Level  
Level 3: 876



*To Terminal via  
Elevator to Level 2*

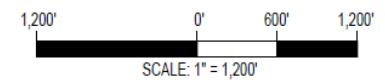


PLOTTED: 11/23/2021  
DRAWING: C:\USERS\KATHUNA.RICHEBURG\DOCUMENTS\WMT\PARKING LOT EXHIBIT\WMT GARAGE LEVELS 2-5.DWG

**Manchester-Boston Regional Airport**  
Parking Garage Level 3

November 23, 2021

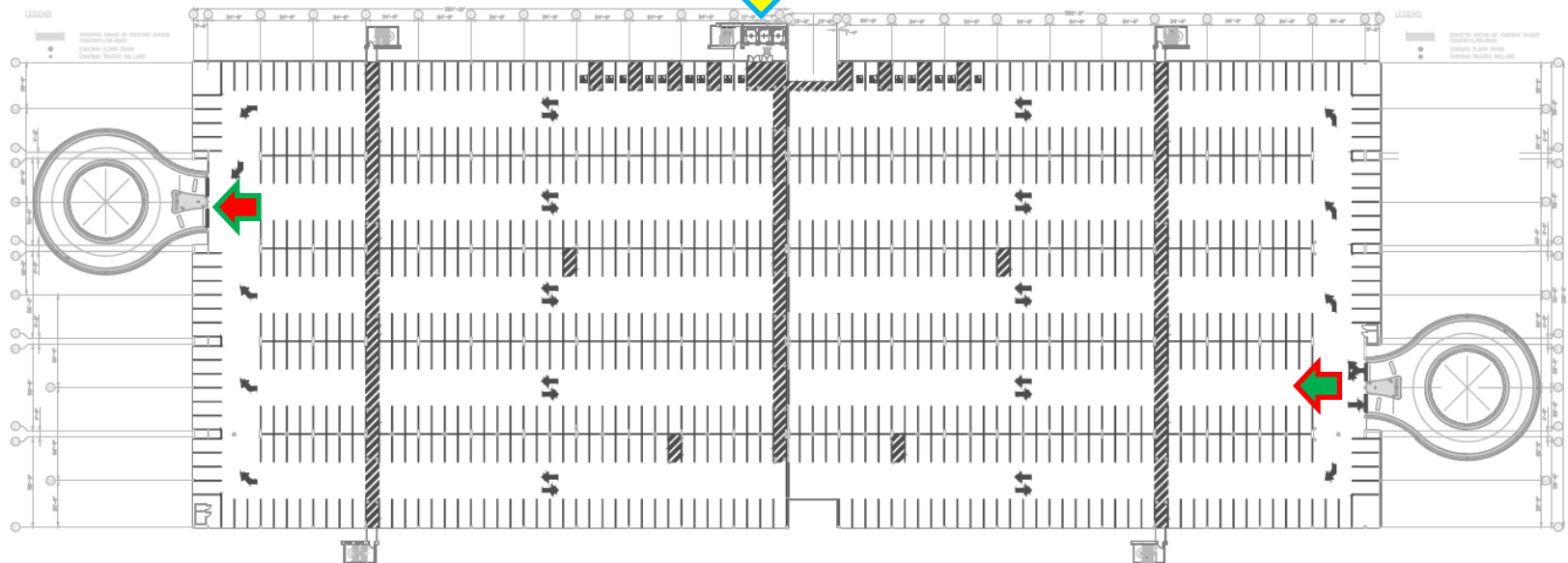
**AECOM**



Parking Spaces by Level  
Level 4: 876



*To Terminal via  
Elevator to Level 2*

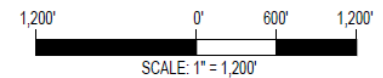


PLOTTED: 11/23/2021  
DRAWING: C:\USERS\KATHUNA.RICHBURG\DOCUMENTS\WHT\PARKING LOT EXHIBIT\WHT GARAGE LEVELS 2-5.DWG

**Manchester-Boston Regional Airport**  
Parking Garage Level 4

November 23, 2021

**AECOM**



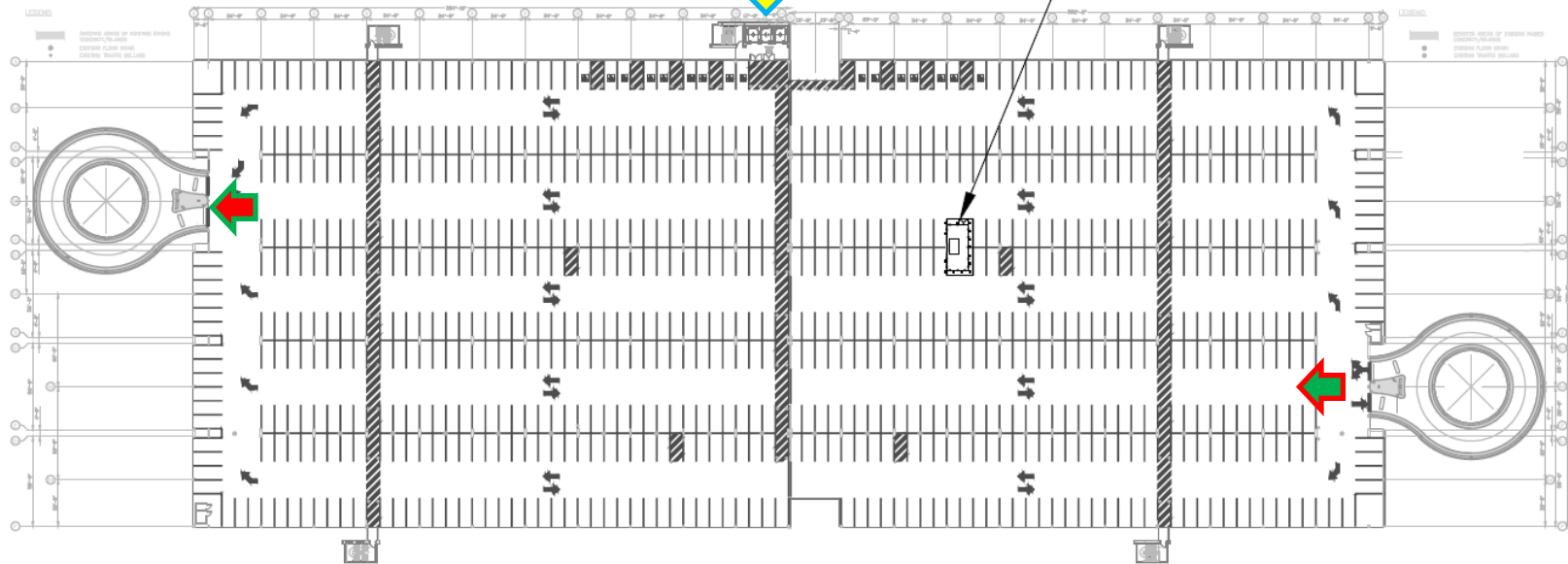
Parking Spaces by Level  
Level 5: 872



*To Terminal via  
Elevator to Level 2*



These 4 Spaces Occupied by Solar  
Inverter Cage on Level 5 Only

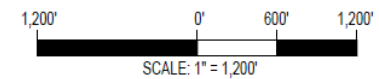


PLT FILED: 11/23/2021  
DRAWING: C:\USERS\KATHUNA.RICHEBURG\DOCUMENTS\WMT\PARKING LOT EXHIBIT\WMT GARAGE LEVELS 2-5.DWG

**Manchester-Boston Regional Airport**  
Parking Garage Level 5

November 23, 2021

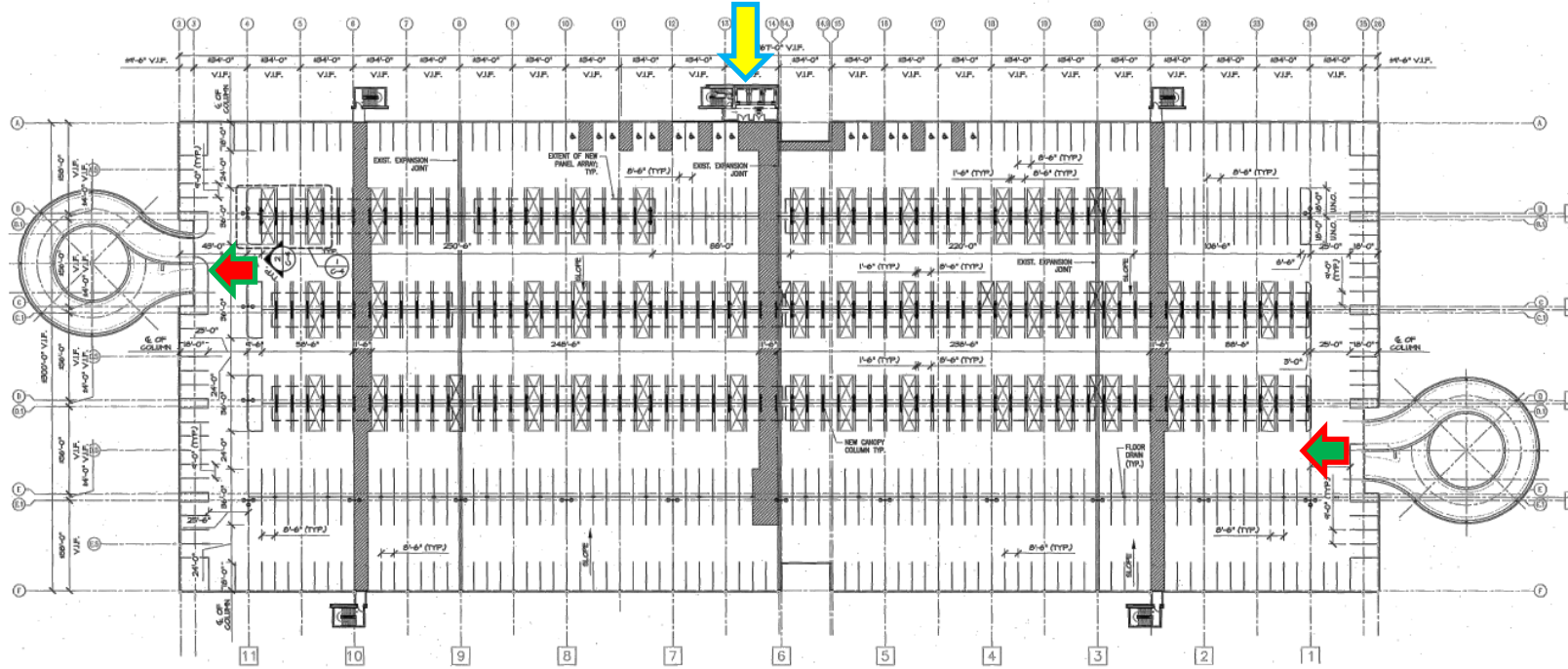
**AECOM**



Parking Spaces by Level  
Level 6: 636



*To Terminal via  
Elevator to Level 2*

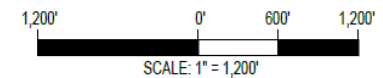


PLOTTED: 11/23/2021  
 DRAWING: C:\USERS\KATHUNA.RICHBURG\DOCUMENTS\WMT\PARKING LOT EXHIBIT\WMT GARAGE LEVELS 2-5.DWG

Manchester-Boston Regional Airport  
 Parking Garage Level 6

November 23, 2021

**AECOM**



## APPENDIX I: LIST OF PARKING FACILITY EQUIPMENT

Equipment	Office/GT	Parking Garage	Lot A	Lot C	Ground Tran	Admin Lot	Gate 28	TOTAL
Proximity Card Readers	1	9	2	7	0	1	0	20
AVI Transponder Readers	1	0	0	0	4	0	0	5
AVI Reader Display	1	0	0	0	2	0	0	3
Ticket Dispenser	0	4	2	4	0	0	0	10
POS Fee Computer w/Credit Card	0	3	0	2	0	0	0	5
POS Fee Computer Ticket Reader	0	3	0	2	0	0	0	5
Booth Open/Close Sign	0	4	0	2	0	0	0	6
Express Parc	0	4	0	2	0	0	0	6
Express Parc Open/Full Sign	0	4	0	2	0	0	0	6
Parking Gate - Straight Arm	0	10	2	11	4	2	2	31
Parking Gate - Folding Arm	0	20	0	0	0	0	0	20
Large Level 1 Full Sign (All Floors)	0	1	0	0	0	0	0	1
Next Level Full/Open	0	4	0	0	0	0	0	4
Location/Level Sign Full/Open	0	8	0	2	0	0	0	10
High Sensor and Lights	0	0	2	0	0	0	0	2
Traffic Light Red/Green	0	0	0	0	1	0	0	1
Online/Offline Shuttle/Truck Clicker Equipment (Obsolete)	0	8	0	4	0	0	0	12
Intercoms	2	11	2	4	0	0	0	19
<b>IT Equipment:</b>								
Windows Servers	3	0	0	0	0	0	0	3
Newtork Switches	3	0	0	0	0	0	0	3
Internet Modem/Router	1	0	0	0	0	0	0	1

## APPENDIX J: CURRENT STAFFING AND PROPOSED MINIMUM STAFFING LEVELS

CURRENT PANDEMIC STAFFING LEVELS								
Day of Week	Shift	Classification						Total Personnel
		Facility Manager	Assistant Manager	Office Manager	Supervisor	Cashier	Maintenance	
Saturday	1st Shift				1	1	1	3
	2nd Shift				1	1	1	3
	3rd Shift				1	1	1	3
Sunday	1st Shift				1	1	1	3
	2nd Shift				1	1	1	3
	3rd Shift				1	1	1	3
Monday	1st Shift	1		1		1	1	4
	2nd Shift		1		1	1	1	4
	3rd Shift				1	1	1	3
Tuesday	1st Shift	1		1		1	1	4
	2nd Shift		1		1	1	1	4
	3rd Shift				1	1	1	3
Wednesday	1st Shift	1		1		1	1	4
	2nd Shift		1		1	1	1	4
	3rd Shift				1	1	1	3
Thursday	1st Shift	1		1		1	1	4
	2nd Shift		1		1	1	1	4
	3rd Shift				1	1	1	3
Friday	1st Shift	1		1		1	1	4
	2nd Shift		1		1	1	1	4
	3rd Shift				1	1	1	3

## MINIMUM STAFFING LEVELS: PARKING GARAGE/LOT A

Day of Week	Shift	Classification						Total Personnel
		Facility Manager	Assistant Manager	Office Manager	Supervisor	Cashier	Maintenance	
Saturday	1st Shift				1	2	1	4
	2nd Shift				1	2	1	4
	3rd Shift				1	2	1	4
Sunday	1st Shift				1	2	1	4
	2nd Shift				1	2	1	4
	3rd Shift				1	1	1	3
Monday	1st Shift	1		1		2	1	5
	2nd Shift		1		1	2	1	5
	3rd Shift			1	1	1	1	4
Tuesday	1st Shift	1		1		2	1	5
	2nd Shift		1		1	2	1	5
	3rd Shift			1	1	1	1	4
Wednesday	1st Shift	1		1		2	1	5
	2nd Shift		1		1	2	1	5
	3rd Shift			1	1	1	1	4
Thursday	1st Shift	1		1		2	1	5
	2nd Shift		1		1	2	1	5
	3rd Shift			1	1	1	1	4
Friday	1st Shift	1		1		2	1	5
	2nd Shift		1		1	2	1	5
	3rd Shift			1	1	1	1	4

## MINIMUM STAFFING LEVELS: LOT C

Day of Week	Shift	Classification						Total Personnel
		Facility Manager	Assistant Manager	Office Manager	Supervisor	Cashier	Maintenance	
Saturday	1st Shift						1	1
	2nd Shift						1	1
	3rd Shift							0
Sunday	1st Shift						1	1
	2nd Shift						1	1
	3rd Shift							0
Monday	1st Shift						1	1
	2nd Shift						1	1
	3rd Shift							0
Tuesday	1st Shift						1	1
	2nd Shift						1	1
	3rd Shift							0
Wednesday	1st Shift						1	1
	2nd Shift						1	1
	3rd Shift							0
Thursday	1st Shift						1	1
	2nd Shift						1	1
	3rd Shift							0
Friday	1st Shift						1	1
	2nd Shift						1	1
	3rd Shift							0

**APPENDIX K: PRE-PROPOSAL MEETING PRESENTATION FROM ORIGINAL  
RFP FY22-805-25**

# Pre-Proposal Meeting: Parking and Ground Transportation Services

Solicitation Number FY22-805-25



# AGENDA

---

- Welcome & Introductions
- Housekeeping
- About the Airport
- Parking Details
- RFP Overview
- Proposal Requirements
- Scoring
- Questions & Answers Period

# Welcome and Introductions

- Theodore Kitchens, Airport Director
- Thomas Malafronte, Deputy Airport Director
- Luis Elguezabal, Operations and Facilities
- Jenna Dakalovic, Properties and Contracts
- Frederick Zapp, IT Director

# Housekeeping

- Full RFP is published on the Airport website under the “Doing Business with MHT” tab on the left side of the website and then under the “Procurement Opportunities” tab:

<https://www.flymanchester.com/doing-business-with-mht/procurement-opportunities/>

- Please hold all questions until the end of the presentation
- Verbal responses provided by any of the Airport’s representatives during our session today are not formal and are not binding on the Airport
- This presentation and all questions will be placed on the website with all other procurement documentation.

# About the Airport

# Placeholder for Airport Statistics

# Parking Details

Placeholder for Parking Location  
– Ted K/AECOM.

# Existing Parking Capacity

Location	Spaces
Garage	3,600
Surface Lot – Lot C	X,XXX
Hourly Lot – Lot A	98
Total	X,XXX

# Parking Rate Summary

## Hourly/Daily Rate Garage

Time Increment	Rate
1 to 30 Minutes	\$3.00
30 Minutes to 1 Hour	\$6.00
1 Hour to 2 Hours	\$12.00
2 Hours to 24 Hours	\$14.00
2 Days	\$28.00
3 Days	\$42.00
4 Days	\$56.00
5 Days	\$70.00

## Hourly Rate Short Term Lot A

Time Increment	Rate
1 to 30 Minutes	\$3.00
30 Minutes to 1 Hour	\$6.00
1 Hour to 2 Hours	\$12.00
2 Hours to 3 Hours	\$18.00
3 Hours to 24 Hours	\$24.00

# ACDBE Goal

- The Airport's current goal is 7.5%, which is valid through Federal Fiscal Year (Oct-Sep) 2024.
- As a requirement of this RFP, you shall complete the Airport Concession Disadvantaged Business Enterprise (ACDBE) Utilization Form included in Appendix B and submit it with your proposal.

# RFP Overview

# Parking Management RFP

- Implement and leverage new technologies
- World-class parking product with an exceptional guest experience
- Enhance parking revenue
- Provide Airport management with enhanced situational awareness of the parking operation

# Contract details

- 10 years
- Two options to renew for five years each

# Anticipated Services

- Facility Inspections
- Activity Reporting
- Install and Maintain Equipment
- Rebrand Frequent Parker Program
- Valet Services
- Parking Guidance Systems
- Maintain PCI-DSS Compliance
- Data Capture & Electronic Reporting
- Install and Maintain Independent Computer Systems
- Innovate and Improve Mobile Device Experience for Guests

# Proposal Requirement

# Proposal Instructions

- Respondents must meet the qualifications listed in Section 1.3 of the RFP
- Proposals must include:
  - Company overview and capabilities
  - Staffing and Subcontracting details
  - Opinion on current parking operation and areas for improvement
  - Experience with similar projects
  - Approach to auditing, compliance, and maintenance
  - DBE and local small business goals
  - Proposed management fees

# Federal Certifications

- Sign and notarize all certifications contained in Appendix E and include in your statement.
- There are four (4) certifications:
  - Debarment
  - Lobbying
  - Tax Delinquency and Felony Convictions
  - Trade Restriction

*Failure to include signed and notarized certifications will result in the STATEMENT being non-responsive.*

# Key Dates in the RFP Schedule

Solicitation Step	Date
Final Date for RFIs	January 20, 2022
Addendum Acknowledgement Form	January 24, 2022
RFP Submission Deadline	February 4, 2022
RFP Review and Scoring Completed by Committee	February 18, 2022
Evaluation Committee Meeting	February 22, 2022
Notification of Short List	February 23, 2022
Interviews	March 9, 2022
Notification of Intent to Award	March 10, 2022
Professional Services Agreement Executed	March 31, 2022
Notice to Proceed	April 1, 2022
Start of Contract	July 1, 2022

# Proposal Organization

- Organize your Proposal in sections consistent with the required content sections described in Section 2.1 of the RFP
- Proposals are limited to **50-pages, single sided**, excluding letter of interest, DBE forms, audited financial proposals, federal certifications, and examples of previous work.
- Can be either 8.5" x 11" or 11" x 17" paper size, but entire proposal must use the same page size. Under no circumstances shall the paper size exceed 11" x 17".

*Any information outside of these guidelines will not be reviewed by the Evaluation Committee.*

# Proposal Submission

- Submit five (5) hard copies to:

*Mrs. Cheryl Keefe  
Properties and Contracts Specialist  
Manchester-Boston Regional Airport  
1 Airport Drive, Suite 300  
Manchester, New Hampshire 03103*

Mark the box/envelope containing your Statements with:

***“Parking and Ground Transportation Management Services RFP FY22-805-25”***

Scoring

# Two Phased Selection

- Phase 0: Initial review for responsiveness
- Phase I: Evaluation Committee Scoring
  - Completed independently, committee will convene to tally scoring and discuss proposals. Recommend shortlist to Director for approval.
- Phase II: Interviews
  - Will be held only if receive enough Proposals to create a competitive shortlist.
  - Two-week notice provided to short-listed firms.
  - Evaluation criteria will be issued as part of short-list notification.
- Award will be to the Statement with the highest combined total score.

# Phase I Scoring

Criteria	Max Score
General Corporate Overview	10 points
Team Organization and Staffing	10 points
Opinion on Current Parking Operation	20 points
Experience with Similar Projects	35 points
Approach to Maintenance and Compliance	30 points
DBE Participation	20 points
Proposed Management Fee	35 points
TOTAL MAXIMUM SCORE	160 points

44% of points are available  
from: Experience with Similar  
Projects & Proposed  
Management Fee

The maximum score per evaluation is 160 points.

For All Updates on this Bid, please go to:

[www.flymanchester.com](http://www.flymanchester.com)

Any changes, Q&A's, Addendums, etc. will be located here

Please submit all questions to:

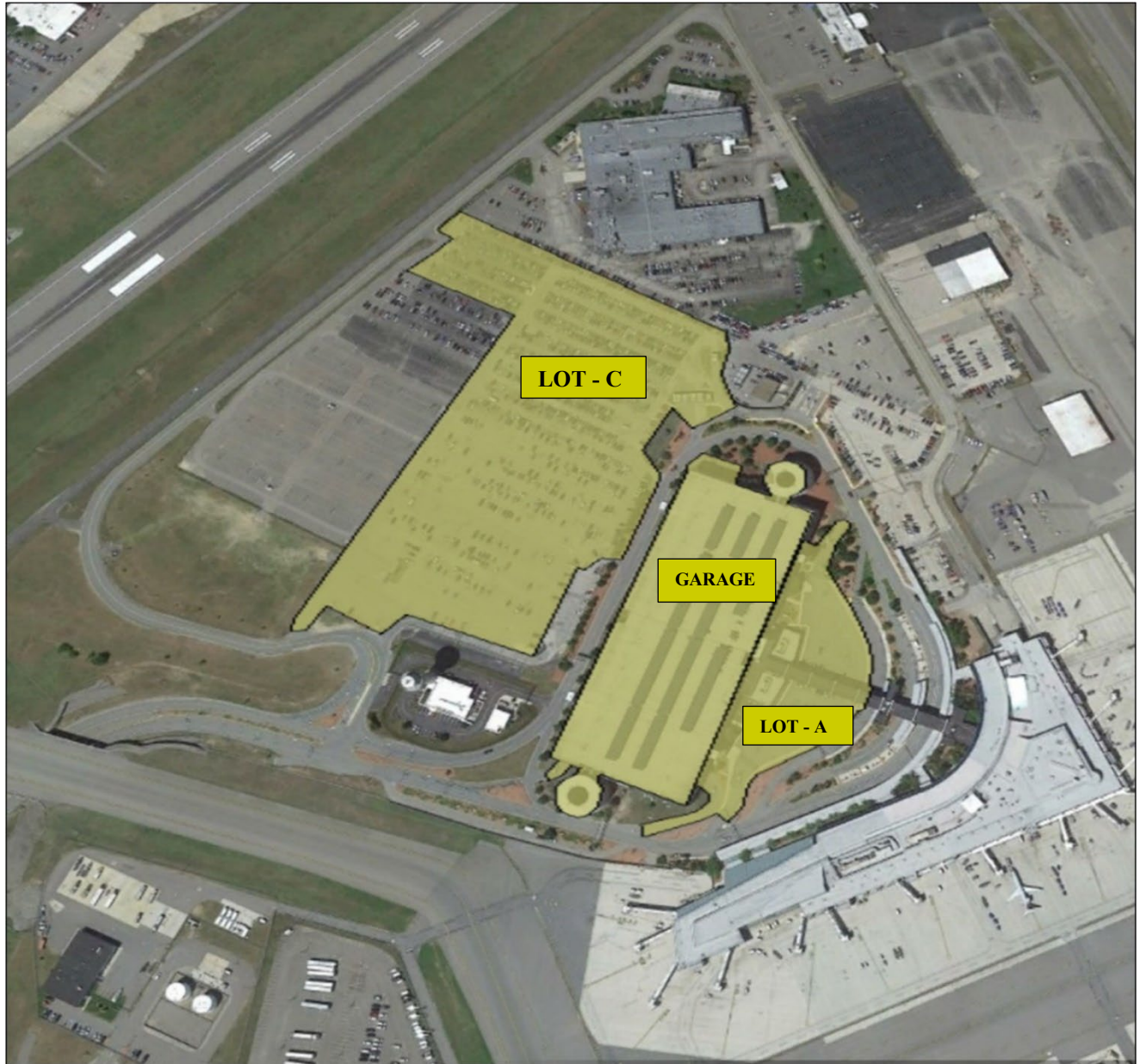
*Mrs. Cheryl Keefe*

[Procurement@flymanchester.com](mailto:Procurement@flymanchester.com)

*No contact shall be made with Airport Staff, Evaluation Committee, or any other person with interest in the airport for purposes of discussing this procurement action.*

Questions?

## APPENDIX L: SNOW REMOVAL MAP



## APPENDIX M: THREE-YEAR FINANCIAL DATA HISTORY

The following is historical financial data for the Parking Garage operation.

- Three-year history of expenses relating to the current parking operation

<i>Fiscal Year</i>	<i>Total Operating Expenses</i>
2019	\$2,298,668.96
2020	\$2,060,323.91
2021	\$973,003.12

- Three-year history of current parking and staffing budgets

<i>Fiscal Year</i>	<i>Total Operating Expenses –Budget</i>
2019	\$2,459,854.92
2020	\$2,484,454.35
2021	\$1,000,000.00

- Three-year history of employee wages

<i>Fiscal Year</i>	<i>Total Salaries and Wages</i>
2019	\$1,227,725.86
2020	\$1,081,228.85
2021	\$435,510.81

- Three-year history of parking and staffing budgets

<i>Fiscal Year</i>	<i>Total Operating Expenses –Budget</i>
2019	\$2,459,854.92
2020	\$2,484,454.35
2021	\$1,000,000.00

- Actual credit card processing fees

<i>Fiscal Year</i>	<i>Total Fees</i>
2019	\$10,109.00
2020	\$7,347.00
2021	\$2,806.44

In FY18, FY19, & FY21 the AIRPORT provided an annual infrastructure investment of \$1,000.000 to the parking physical facilities.

## **APPENDIX N: 2019 PARKING GARAGE ASSESSMENT**

**The following is report is part of our bond certification program which is conducted by the AIRPORT every three years.**

**The AIRPORT will continue to pay for these assessments.**

**Facility Two:**  
**Airport Parking Garage**



*2-1 Exterior view West side*

**ARCHITECTURAL COMMENTS:**

<b>DIMENSIONS:</b> Approximately: 300' X 767'	<b>Area:</b> Approximately: 1.38 Million SF
<b>CONSTRUCTION TYPE:</b> Hybrid – Steel Frame with and Pre-cast Concrete double T's and two cast in place concrete helices.	
<b>BUILDING AGE:</b> Approximately 20 years	<b>BUILDING HEIGHTS:</b> 6 Story
<b>CURRENT USE TYPE:</b> Parking Garage	<b>OVERALL CONDITION:</b> Good

The Parking Garage is a hybrid structure with structural steel columns and beams and pre-cast double tee decking. The double tees measure approximately 11' 4" wide and 60' long. The total height of the structure is approximately 75 feet from the first level slab to the top of the deck on the sixth level.

The interior of the garage is entirely devoted to parking of cars and light trucks apart from the ground level and the sixth levels. The ground level is devoted to the rental car operations and the offices of National Garages who are the managers of this and other parking facilities on the airport. The sixth level has solar panel along with parking. The interior spaces were observed to be generally in good condition.

The exterior of the garage is currently in good condition. Much of the exterior of the garage structure is clad with a metal screen wall that is supported by the structural steel elements. The condition of this screen wall is good with no observed damage or defects. There are 5 external stair towers on the garage. Four of the stairs are located near the four corners of the building and the fifth is located on the east side near the center of the garage. The central stair has a bank of elevators and adjacent to the elevators on the second level is the connection to the pedestrian bridge which connects to the terminal. The rental car customer service facility is located on the east side of the garage at the ground level. The rental car facility was constructed in 2016 and consists of 10,070 SF. Current use type A-3 Assembly / Business

Observed maintenance and housekeeping items requiring attention are as follows:

**GARAGE:**

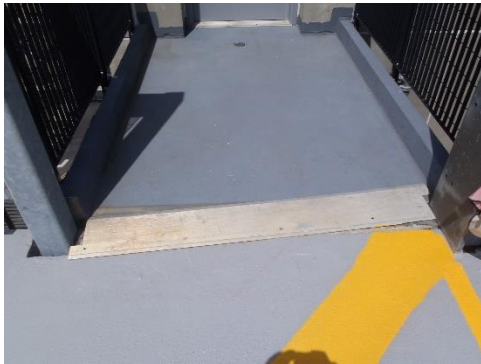
**General**

1. There are areas on all levels where dirt has accumulated on the deck. These areas of the garage should be sweep to remove accumulated dirt.
2. It was noted that the signage on the stairs was missing from some of the stairs. In locations where the signage exists it does not meet the current code requirements. These conditions were observed on all levels.
3. There are several locations where the black painted metal grating at the helices is losing its finish. This grating should be cleaned and repainted or replaced.

4. A few fire extinguishers were noted to be missing service tags. All extinguishers should be serviced annually.

#### Sixth Level

5. The gate of the southern helix has a dent in the box which should be repaired.
6. There is an uncapped conduit north of the gate that should be capped to prevent water and insects from entering the conduit system.
7. There are currently three rows of solar panels which run the long dimension of the garage on parking lines A, B and C. On parking line, A, the panels start about 165 feet from the southern end of the garage and extend about 219 feet stopping just before the central stair case on the east side. The panels resume about 80 feet further to the north and continue for about another 240 feet. The panels on parking lines B and C start about 45 feet from the southern end of the garage and continue for about 660 feet.
8. At stair 5 the threshold between the garage and walkway was loose and needs to be secured. *Refer to Photo 2-2.* Note there is no signage telling the floor and the stair number. *Refer to Photo 2-3.*



2-2 Stair 5 threshold not secured



2-3 Stair 5 note no signage at door

9. On the western side of the garage at the indent there is a significant dent in the top rail on the northern side of the indent. The section of the rail should be replaced. *Refer to Photo 2-4.*



2-4 Dents in top rail west side of garage



2-5 Typical rust on welded connection

10. At several locations on the perimeter of the building it was noted that the welds between the beams and end plates had surface rust on them. These locations should be cleaned and repainted. *Refer to Photo 2-5.*
11. At Stair Tower 4 the cover on the GFI outlet is missing and should be replaced and the signage is missing.
12. On the west side near the northwest corner there is an antenna on top of a column. The cable to this antenna is coiled up in the web of the column. This cable should be properly secured.
13. There are light poles on column stubs along the D parking line. Some of the poles have chips in the paint that are rusting. The rusted areas should be cleaned and repainted.
14. On the 6<sup>th</sup> level, drains are located on the D parking line with two drains in each bay. One of the drains on the northern end of parking area D1 is approximately ¾" below the deck surface. This drain should be shimmed to bring it flush to the surface like all the other drains to eliminate a tripping hazard.
15. It was noted that some of the drains have grass growing in them. All drains should be cleaned, and vegetation removed.
16. Standing water was noted in one of the drains at the southern end. All the drains on the 6<sup>th</sup> level should be checked and drain lines cleaned as needed.
17. There are numerous bollards on the 6<sup>th</sup> level that have peeling paint on their baseplates. These should be cleaned and painted. There are locations where all or some of the nuts were missing from the anchor bolts. All nuts should be installed to secure the bollard. *Refer to Photo 2-6*
18. It was noted that some of the solar panels have different sized base plates. A total of 12 different base plate configurations were observed.
19. Some of the base plates for the solar panels area located so that they startle a joint in the precast deck panels. These connections should be reviewed to insure they are structurally adequate. *Refer to Photos 2-6 and 2-7.*

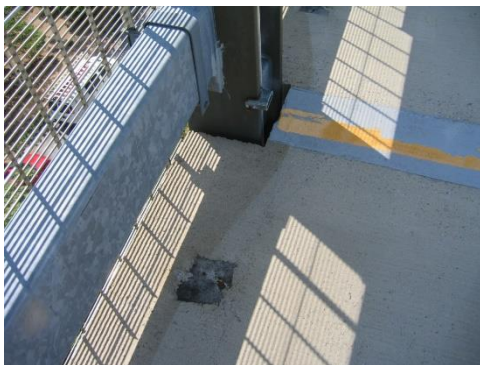


2-6 Solar panel base plate startling precast seam

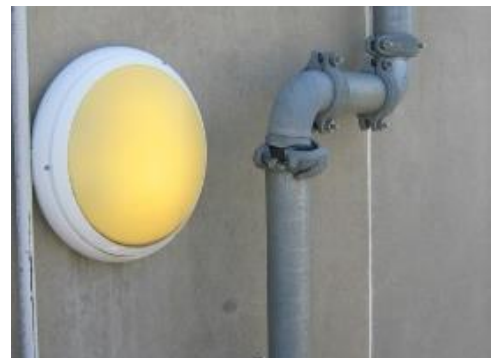


2-7 Connection on 5<sup>th</sup> level below photo 2-6

20. On the eighth solar panel support north on parking line B an electrical conduit is in contact with a bollard base and is rusting do to galvanic action. This bollard should be moved, and the conduit painted.
21. On the fifth panel joint south of stair 1, just west of the parking line A, there is some damage to the coating that should be repaired.
22. At the northern end of the garage along the east side, the filler in the lifting pockets has deteriorated and there is rust showing. These pockets need to be refilled. *Refer to Photo 2-8.*
23. At stair 1 there is a broken connection on the external conduit. This connection should be repaired. *Refer to Photo 2-9.*
24. There is damage to several of the concrete bollards that should be repaired.



*2-8 Rust at lifting pocket*



*2-9 Broken conduit connection at stair 1*

25. At the elevator (stair 2) tower it was observed that the down spouts from the roof of the tower discharges at the joint between the garage and the tower. A segmented cover plate has been installed over the expansion joint. At the southern end, this cover plate is loose. *Refer to Photo 2-10.* The cover plates should be removed and the expansion joint repaired.
26. On the northern and southern ends there is an elbow on the discharge which directs the water slightly away from the joint. *Refer to Photos 2-10 and 2-11.* At both locations the discharge points should be moved away from the joint. In its current configuration there is a significant danger of ice forming near the stair tower doors during the winter conditions.



*2-10 Southern down spout from stair tower*



*2-11 Northern down spout from stair tower roof*

27. On the southern side of the stair tower there is a precast wall panel at the top of the wall that appears to be pushed out from the corner panel. The securement of this panel should be checked, and repairs made if needed.

#### Fifth Level

28. On the 5<sup>th</sup> level it was observed that some of the structural steel welds at the underside of the 6<sup>th</sup> floor deck, have slight surface rust on them. These areas should be cleaned and painted.
29. There is backer rod hanging out of the joints in the 6<sup>th</sup> level deck. This material should be removed, and the joints investigated for deterioration.
30. At the indent on the west side, the filler in the lifting pockets has deteriorated and there is rust showing. These pockets need to be refilled.
31. On the west side at the fourth column south of stair tower 4 there is a small spall in the precast deck that should be repaired. *Refer to Photo 2-12*
32. At stair tower 4 the fire alarm strobe light is missing and there are wires hanging out of the wall. These wires should be removed, and the strobe replaced. *Refer to Photo 2-13.*



2-12 Spall in precast deck



2-13 Wires from fire alarm strobe hanging out of wall.

33. The cover on the GFI at stair 4 is pulled off the wall at the bottom exposing the outlet. This outlet and cover should be replaced.
34. There are what appear to be pieces of spare conduit on top of the roof of the electrical room at the northwestern corner. This material should be removed. It was observed that one of the doors on the room has a louver in it. We were not able to determine if this door was directly connected to the electrical equipment room. If the door with the louver is connected to the electrical equipment room, the door must be fire rated to the construction of the room. The rating of the doors and rooms should be verified.
35. The electrical junction box on the eastern side of the electrical room has surface rust on it and should be cleaned and painted.
36. The conduit at the northern end at parking line D has significant surface rust at the precast joints. These conduits should be checked, cleaned and repaired as needed.

37. On the D parking line on the northern side of the fourth column there are two small areas where the coating has been removed. These areas should be repaired.
38. At the fourth column, south from the north end, on the D parking line, there is a GFCI outlet that has no protective cover. Install a protective cover.
39. At numerous locations throughout the garage there are areas where the drain screens have significant surface rust. These areas should be inspected and replaced as needed.
40. At the southern end the second column north on the D parking line has a stand pipe. To the west of this stand pipe there is a spall in the 6<sup>th</sup> level deck on one side of the joint and what appears to be the start of a spall on the other side of the joint. The spall appears to have been caused by a fastener from the 6<sup>th</sup> level. This spall should be repaired.
41. There are two spalls in the deck on the eastern side of the southern helix. These spalls are in the tip of the painted turn arrow.
42. Southeast of the southern helix, on the 5<sup>th</sup> level there is an electrical room. It was observed that one of the doors on the room has a louver in it. We were not able to determine if this door was directly connected to the electrical equipment room. If the door with the louver is connected to the electrical equipment room, the door must be fire rated to the construction of the room. This condition was observed at all the electrical rooms in the garage. The rating of the doors and rooms should be verified.
43. The louver in the wall of the electrical room to the east of the southern helix has significant rust and should be replaced.
44. An electrical junction box in the ceiling next to the electrical room was observed to have a rusted cover. The cover should be replaced, and the wiring checked for corrosion.
45. The conduit that runs on the C parking line the length of the garage has several locations where it has heavy rust. This conduit should be inspected and any conduit that is rusted through should be replaced and the cables inspected for damage.
46. Plywood has been installed on the underside of the precast joint for level 6 in the road way (between the second and third columns) on parking line C. This plywood appears to have been installed to address leak issues.
47. Plywood has been installed between the flanges of the beams at the walkway between stairs 3 and 5. The purpose of this plywood is not known.
48. Corrosion was noted in a weep hole of the solar panel support on the eastern side of the 10<sup>th</sup> column north of the southern end. The source of this corrosion should be investigated.
49. On parking line C at the column south of the walkway to stair tower 2 there is a PVC conduit that has separated at a joint. This appears to be due to the lack of expansion joints in the conduit. This joint should be repaired, and expansion joints installed. *Refer to Photo 2-14.* There are expansions in the other conduits at this location.



2-14 PVC conduit joint pulled apart



2-15 Typical solar panel anchor at precast joint with column



2-16 Electrical junction box rusted cover



2-17 Conduit rusted through exposing wire

50. Photo 2-15 shows a typical anchor for the solar panels on the 6<sup>th</sup> level at a location where there is a column at the precast joint. Also note the rust on the structural steel.
51. Plywood has been installed between the flanges of the beams at the walkway between stairs 1 and 4. The purpose of this plywood is not known.
52. An electrical junction box at the second column south or the northern end of parking line B was observed to have a rusted cover. The connections in this box should be checked for corrosion. *Refer to Photo 2-16.*
53. At the underside of the helix from the 6<sup>th</sup> level west side, there is a conduit that has completely rusted away. This conduit should be replaced, and the wire checked for damage. *Refer to Photo 2-17.*
54. Plywood has been installed between the flanges of the beams at the roadway between the second and third columns on parking line B. The purpose of this plywood is not known. This plywood has been secured to the beams.
55. Plywood has been installed between the flanges of the beams at the walkway between stairs 1 and 4 on parking line B. The purpose of this plywood is not known. This plywood has been secured to the beams.

56. At the 6<sup>th</sup> column south of the northern end of parking line B five supports for the conduit running east west are not fastened to the underside of the deck and the conduit is hanging. The support should be fastened to the support the conduit. *Refer to Photo 2-18.*
57. Plywood has been installed between the flanges of the beams at the walkway to stair 2 on parking line B. The purpose of this plywood is not known. The plywood appears to be secured to the flanges of the beam.
58. There is an inverter for the solar panels located on the 9th column line north of the south end of the garage on the B parking line. The inverter is enclosed in a chain link fence. *Refer to Photo 2-19.*



2-18 Conduit supports not fastened



2-19 Enclosure for solar inverter

59. Plywood has been installed between the flanges of the beams at the walkway between stairs 3 and 5. The purpose of this plywood is not known. The plywood did not appear to be secured to the flanges of the beam. The plywood should be secured in place.
60. Plywood has been installed on the underside of the precast joint for level 6 in the road way (between the second and third columns) on parking lines B and A and does on appear to be secured to the beams. The purpose of this plywood is not clear. The plywood should be secured to the beams.
61. Plywood has been installed between the flanges of the beams at the walkway between stairs 3 and 5. The purpose of this plywood is not known. The plywood did not appear to be secured to the flanges of the beam. The plywood should be secured in place.
62. Some of the metal angles used on the underside of the expansion joint in the 6<sup>th</sup> level deck have been were cut back to allow for the installation of the anchors for the first solar panels. The galvanized angles were painted after they were cut. The expansion joint is located at the sixth column line north of the southern end of the garage. It did not appear that the cutting of the angles had caused any decrease in the expansion joint's capacity. *Refer to Photo 2-21.*
63. On the parking line A, at the 8<sup>th</sup> column line north of the southern end, there is and electrical box for the fire alarm that has an open piece of conduit at the top. This conduit should be removed, and the opening sealed. *Refer to Photo 2-20.*



2-20 Open conduit -fire alarm box



2-21 Expansion joint note where angle was cut to allow for old solar panel anchor

64. Between the 5<sup>th</sup> and 6<sup>th</sup> column south of the northern end of parking line A several supports for the conduit running east west are not fastened to the underside of the deck and the conduit is hanging. The support should be fastened to the support the conduit.
65. Plywood has been installed between the flanges of the beams at the walkway between stairs 1 and 4. The purpose of this plywood is not known. This plywood has been secured to the beams.
66. Plywood has been installed between the flanges of the beams at the road way (between the second and third columns south of the northern end) on parking lines B and A. The purpose of this plywood is not clear
67. Plywood has been installed between the flanges of the beams at the walkway between stairs 3 and 5. The purpose of this plywood is not known. This plywood has not been secured to the beams.
68. There are several locations on the northern portion of the garage where the paint on the column beam connections are rusting and peeling. These connections should all be cleaned and repainted.
69. Where bollards have been removed there are spalls in the surface of the precast deck. These spalls should be repaired to limit further deterioration.
70. There is rust showing on the surface and the electrical boxes supports of the exit signs at stair 2. The wiring in the sign should be checked for corrosion and the source of the water should be investigated and repairs made.

#### Fourth Level

71. On the 4<sup>th</sup> level at the southwest corner, there is a rust stain where a lifting eye needs to be resealed. There are also rust stained lifting eyes in the western indent.
72. A corner on the fire alarm strobe at stair 5 is missing. This fixture should be replaced. Water stains under the fire alarm strobe indicates water may be in the fire alarm conduits. The connections in the fire alarm strobe should be checked for damage and if water is in the conduit the source should be determined and eliminated.
73. The conduit to the blue light on the northern side of stair 5 appears to be rusted through and should be replaced and the wires checked for damage.

74. The metal angles at the expansion joint on the underside of the 5<sup>th</sup> level deck were observed to have some loose bolts these bolts should be tightened.
75. At the eighth column south of the northern end there are 4 bolts in the fifth-floor deck. These bolts appear to have fashioned a metal plate to the deck. The bolts do not appear to have a purpose and should be removed, and the holes patched.
76. At stair 4 there is rust on the head of the door frame. The door frame should be cleaned and repainted. Water stains under the fire alarm enunciator indicates water may be in the fire alarm conduits. The connections in the fire alarm enunciator should be checked for damage and if water is in the conduit the source should be determined and eliminated. The GFI electrical outlet on the northern side of the stair door is pulled away from the wall at the bottom. This outlet should be repaired.
77. The conduit to the blue light on the northern side of stair 4 is heavily rusted and should be replaced. The electrical box on the column doesn't have a cover. Install new cover.
78. At the northwestern corner there are conduits that penetrate the 5<sup>th</sup> level deck. The openings around these conduits are not fire stopped and should be.
79. Plywood has been installed between the flanges of the beams at the roadway between the second and third columns on parking line D. The purpose of this plywood is not known. This plywood has been secured to the beams.
80. Throughout the garage it was observed that the larger diameter drain lines were labeled as roof drains, however the smaller diameter drain lines were labeled as sanitary drains. These lines are floor drains and not sanitary drains and should be relabeled.
81. Plywood has been installed between the flanges of the beams at the walkway between stairs 1 and 4 on parking line D. The purpose of this plywood is not known. This plywood has been secured to the beams
82. Plywood has been installed between the flanges of the beams at the walkway to stair 2 on parking line D. The purpose of this plywood is not known. The plywood appears to be secured to the flanges of the beam.
83. One of the angles on the expansion joint on the fifth-floor deck has been replaced with a Tee section. The 4 bolts used to secure it have been painted.
84. Plywood has been installed between the flanges of the beams at the walkway between stairs 1 and 4. The purpose of this plywood is not known. This plywood has been secured to the beams.
85. Plywood has been installed between the flanges of the beams at the road way (between the second and third columns north of the southern end) on parking lines D and on parking line C the plywood has been installed on the upper flange. The purpose of this plywood is not clear. The plywood on the D line doesn't appear to be secured to the beams and on the C line it appears to be secured.
86. At the south end of the fourth level there is an electrical junction box. The conduits connected to the box are rusted.

87. It was observed that the steel screening on either side of the helixes is rusting and the finish was peeling. This condition appeared to be more severe at the northern end of the garage. *Refer to Photo 2-22.*

88. There is a PVC electrical junction box that between the second and third column north of the southern end that is disconnected from the conduit and the connection on the box is broken. This box should be replaced. *Refer to Photo 2-23.*

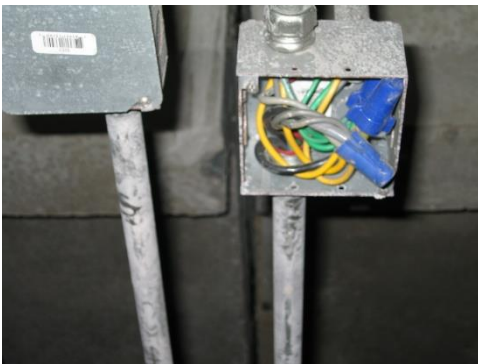


2-22 *Rusted metal screen at 4<sup>th</sup> level  
southern end west side of helix*

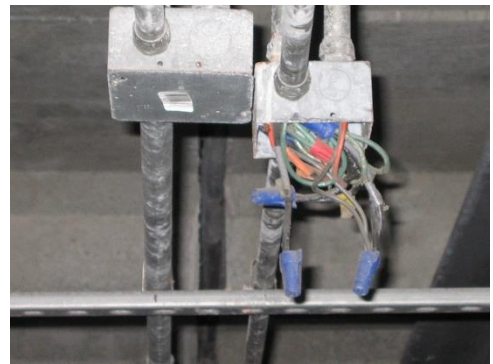


2-23 *Damaged PVC electrical box and  
disconnected conduit*

89. Plywood has been installed between the upper flanges of the beams at the walkway between stairs 3 and 5. The purpose of this plywood is not known. This plywood appears to have been secured to the beams.



2-24 *Open electrical box with exposed  
wires*



2-25 *Open electrical box with exposed  
wires*

90. Between columns 10 and 11 on the C parking line there is an electrical box with no cover and exposed wires. A cover should be installed on this box and the wires should be checked for corrosion. *Refer to Photo 2-24.*

91. Between the 8<sup>th</sup> and 9<sup>th</sup> column south of the northern end on the C parking line there is an electrical box with no cover and exposed wires. A cover should be installed on this box and the wires should be checked for corrosion. *Refer to Photo 2-25.*

92. Between the 6<sup>th</sup> and 7<sup>th</sup> column south of the northern end on the C parking line there is an electrical box with no cover and exposed wires. A cover should be installed on this box and the wires should be checked for corrosion.
93. On the C parking line, at the 6<sup>th</sup> column south of the north end of the garage, there is a piece of duct work running from the floor to the ceiling. This duct has moderate surface rust at its base and should be cleaned and painted to prevent further damage. *Refer to Photo 2-26.*
94. Plywood has been installed between the upper flanges of the beams at the road way (between the second and third columns south of the northern end) on parking lines C, B and A the plywood has been installed on the lower flanges. The purpose of this plywood is not clear. The plywood on the both lines C and B appear to be secured to the beams on line A it doesn't appear to be secured.
95. At the northern end of the garage there is a junction box that appears to be for communications that is open and needs to have the cover reinstalled. *Refer to Photo 2-27.*



2-26 *Rusted duct work*



2-27 *Open junction box*

96. Plywood has been installed between the flanges of the beams at the walkway between stairs 1 and 4 on parking lines B and A. The plywood appears to be secured to the beams and the purpose of the plywood is not clear.
97. On the seventy column south of the northern end the paint is peeling on the plates welded to the bottom of the beam flange. These areas should be cleaned and painted.
98. Plywood has been installed between the flanges of the beams at the walkway to stair 2 on parking lines B and A. The plywood appears to be secured to the beams and the purpose of the plywood is not clear.
99. Plywood has been installed between the flanges of the beams at the walkway between stairs 3 and 5 on parking lines B and A. The plywood appears to be secured to the beams and the purpose of the plywood is not clear.
100. There are two spalled areas at the northern end of the garage that have rusted metal in them. These appear to be the results of corroded reinforcing steel. These locations should be investigated, and repairs made.
101. A section of the cover plate over the expansion joint at stair 2 is missing and should be replaced.

102. The signage on stair tower 3 is missing and should be replaced with ADA compliant signage
103. It was observed that the concrete on the deck around some of the bollards on the cross walk between stairs 3 and 5 has spalled. This area needs to be cleaned and patched.
104. The paint on the column beam connections is blistering, peeling and rust has formed at approximately 50 locations, 33%  $\pm$  of the connections, on the 4<sup>th</sup> level. All locations where there is rust in the connections should be cleaned and repainted to prevent damage to the connections.

#### Third Level

105. At stair 5 there is some minor rust staining on the threshold between the deck and walkway. The threshold should be cleaned.
106. On the southern side of the western indent there is some spalling concrete at the 4<sup>th</sup> floor deck that should be removed.
107. At the indent in the west side it was observed that there are rusts stains at the lifting pocket. The sealant in the pocket should be removed and replaced.
108. At stair 4 the conduit and the junction box to the blue light is heavily rusted and should be replaced.
109. There is a spall in the precast wall panel at the joint below the walkway for the 4<sup>th</sup> floor. This should be repaired
110. There are two electrical rooms on the 3<sup>rd</sup> level. One at the northwest corner and the second at the south end to the east of the helix. These rooms have the same issues as previously noted: It was observed that one of the doors on the rooms has a louver in it. We were not able to determine if this door was directly connected to the electrical equipment room. If the door with the louver is connected to the electrical equipment room, then the door must have the same fire rating as the room. This condition was observed at all the electrical rooms in the garage. There was also rust on the ventilation louvers in the wall which should be cleaned and repainted or replaced. *Refer to Photo 2-28.* The southern electrical room has a rusted scupper on the eastern end and there is rust on some of the conduit on the roof. *Refer to Photo 2-29.*

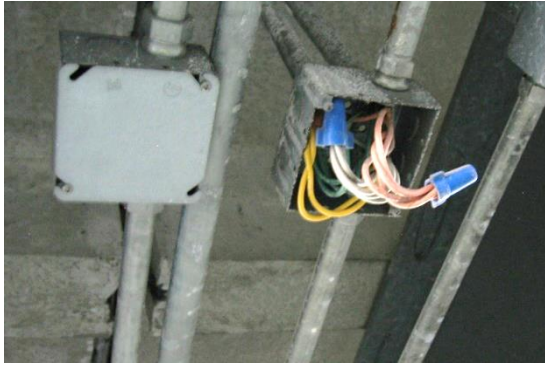


2-28 *Louver in electrical room door*



2-29 *Rusted scupper southern electrical room east side.*

111. There is moderate to heavy rust on several of the 4<sup>th</sup> level drain lines. The pipe between the 3<sup>rd</sup> and 4<sup>th</sup> columns south of the northern end of the garage on the D parking line is split and needs to be replaced and all the drains in the garage should be cleaned.
112. The elbow on the 4<sup>th</sup> level drain between the 11<sup>th</sup> and 12<sup>th</sup> column south of the north end of the parking garage has significant rust scale and should be replaced.
113. The drain pipe between the 12<sup>th</sup> and 13<sup>th</sup> column south of the northern end of the parking garage is cracked and needs to be replaced.
114. The drain pipe between the 4<sup>th</sup> and 5<sup>th</sup> column north of the southern end of the parking garage is cracked and needs to be replaced.
115. At the southern end of the D parking line there are conduits and electrical boxes that have heavy rust. These conduits and electrical boxes should be checked and if they are rusted through they should be replaced, and the conductors checked for damage.
116. On the both sides of the southern helix the black finish on the grating is completely missing. These sections of grating should be replaced.
117. Plywood has been installed between the upper flanges of the beams between the 1<sup>st</sup> and 2<sup>nd</sup> columns on parking line C. The plywood appears to be secured to the beams and its purpose is not clear.
118. At the fourth column north of the southern end of the garage on the C parking line there is an electrical box that is moderately rusted. The source of the water should be determined, and repairs made as needed. At this same location there is an electrical box for the fire alarm system that has no cover and exposed wires.
119. At the 8<sup>th</sup> column, north of the southern end of the garage, on the C parking line, there is an open electrical box with exposed wires. The wires in this box should be checked for corrosion and a cover installed.
120. At the 12<sup>th</sup> column south to the northern end of the garage on the C parking line there is an open electrical box with exposed wires. The wires in this box should be checked for corrosion and a cover installed.
121. Between the 12<sup>th</sup> and 11<sup>th</sup> column south to the northern end of the garage on the C parking line plywood has been installed, over the walkway, on the top flange of the beam. This walkway is to stair 2.
122. At the 8<sup>th</sup> column south to the northern end of the garage on the C parking line there is an electrical box with an opening on the bottom. This opening should be plugged.
123. Between the 6<sup>th</sup> and 7<sup>th</sup> column south to the northern end of the garage on the C parking line there is an open electrical box with exposed wires. The wires in this box should be checked for corrosion and a cover installed. *Refer to Photo 2-30.*



2-30 Open electrical box with exposed wires



2-31 Rusted ductwork at floor level

124. On the C parking line, at the 6<sup>th</sup> column south of the north end of the garage, there is a piece of duct work running from the floor to the ceiling. This duct has moderate surface rust at its base and should be cleaned and painted to prevent further damage. *Refer to Photo 2-31.*

125. Plywood has been installed, over the walkway between stair 1 and 4, on the top flange of the beams.

126. The conduit that runs on the C parking line the length of the garage has several locations where it has heavy rust. This conduit should be inspected and any conduit that is rusted through should be replaced. *Refer to Photo 2-32.*



2-32 Conduit rusted through



2-33 Concrete repair on C parking line

127. Plywood has been installed over the roadway between the 2<sup>nd</sup> and 3<sup>rd</sup> columns south of the northern end of the garage. This plywood has been installed on the top flange of the beams.

128. At the time of our site visit repairs were being made at the northern end of the garage on the third level. The joint on the C parking line between the 2<sup>nd</sup> and 3<sup>rd</sup> columns south of the northern end of the garage had been opened and formed for a concrete repair. *Refer to Photo 2-33.*

129. At the north end of parking line C, there are several electrical junction boxes that are rusted. The cover on one has completely rusted through. The connections in these junction boxes should be checked for corrosion and the boxes should be replaced as needed.

130. On the B parking line plywood has been installed, on the lower flanges of the beams, over the roadway. This plywood doesn't appear to be secured.
131. There is a similar repair to the one on the C parking line being made on the B parking line.
132. Plywood has been installed, on the B parking line, over the walkway between stair 1 and 4. This plywood has been installed on the lower flanges of the beam and doesn't appear to be secured.
133. On the B parking line at the 8<sup>th</sup> column south of the northern end of the garage there is an electrical box with an open hole on the bottom. This hole should be capped.
134. Plywood has been installed, on the B and A parking lines, over the walkway to stair 2. This plywood has been installed on the lower flanges of the beam and doesn't appear to be secured.
135. Plywood has been installed, on the B and A parking lines, over the walkway between stair 3 and 5. This plywood has been installed on the lower flanges of the beams and doesn't appear to be secured.
136. Plywood has been installed over the roadway between the 2<sup>nd</sup> and 3<sup>rd</sup> columns north of the southern end of the garage on parking lines B and A. This plywood has been installed on the bottom flanges of the beams and doesn't appear to be secured.
137. At the 11<sup>th</sup> column south of the northern end of the garage on column line A there is an electrical box with an open hole on the bottom. This hole should be capped.
138. At the time of our site visit there were several concrete repair areas open. These areas were typically 16 to 24 inches square.
139. There is a similar concrete joint repair to the one on the C parking line being made on the A parking line
140. The lifting eyes in the deck at the northeast corner of the 3<sup>rd</sup> level are showing rust and need to be resealed.



2-34 Damage concrete bollard typical



2-35 Expansion joint cover plate removed stair

141. There is damage to the concrete bollards throughout this level that should be repaired. *Refer to Photo 2-34*

142. At stair 2 some of the expansion joint cover plates have also been removed. *Refer to Photo 2-35.*

143. At the expansion joint in the center of the building, it was noted that there were pieces of angle iron at about 2-foot intervals that span the joint. It was observed that the bolts in some of these angles appeared to be loose.

144. At stair 3 there is a piece of conduit that penetrates the wall just below the 4<sup>th</sup> floor walkway. This penetration is not sealed. All penetrations in exterior walls should be sealed.

145. On the third level of the garage, approximately 60% of the column beam connections were observed to have corrosion and/or peeling paint. These areas should be cleaned and repainted to prevent damage to the connection.

#### Second Level

146. There are lifting eyes on the 2<sup>nd</sup> level that have rust on the patches. These patches should be removed and re-patched.

147. At stair tower 5, there was moderate surface rust observed on the door frame in the upper right corner of the door frame. The rust should be removed, and the frame repainted. The door has a louver and a glass panel in it and the code does not allow both. All doors with louvers should be replaced with the correct fire rated door.

148. There is a moderately rusted electrical junction box on the northern side of stair 5. The source of the water causing this rust should be determined, the box should be replaced, and the conductors checked for damage.

149. At the time of our site visit concrete repairs are being made on the second level. Surface repairs typical consist of squares 12" to 24" square and 1" to 2" deep.

150. At the central expansion joint on the underside of the 3<sup>rd</sup> level it was noted that some of the bolts were loose on the metal angles. These bolts should be tightened.

151. At the northwest corner of the garage there are several conduit penetrations that are not fire stopped. *Refer to Photos 2-36 and 2-37.* All openings to the third level electrical room should be properly fire stopped. There is an electrical box on the north side of stair 4 that has heavy rusting and should be replaced.



2-36 Electrical conduit northwest corner



2-37 Close up of openings without fire stop

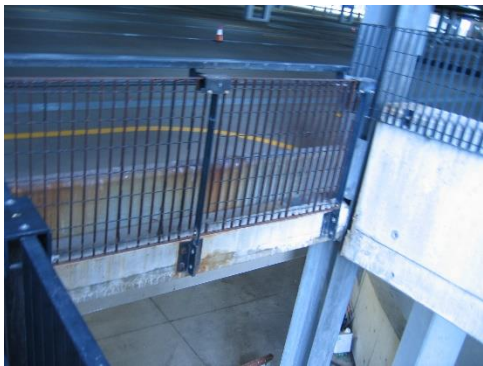
152. At the 10<sup>th</sup> column north of the southern end of the garage there is a fire alarm strobe light that is broken at the bottom. This strobe should be replaced. *Refer to Photo 2-38.*
153. On the D parking line at the 8<sup>th</sup> column north of the southern end of the garage the 4” vertical drain line, labeled “sanitary drain” is split. These drain lines need to be replaced and the lines cleaned. *Refer to Photo 2-39.*
154. At the southern end of the D parking line there is an electrical junction box that has mild surface rust which should be cleaned and repainted.
155. At the 2<sup>nd</sup> level, the black metal screening on both sides of the southern helix have lost most of their finish and have heavy surface rust. These pieces should be cleaned and refinished or replaced. *Refer to Photos 2-40 and 2-41.*



2-38 *Damaged fire alarm strobe*



2-39 *Split vertical drain pipe*



2-40 *Rusted metal screen at 2<sup>nd</sup> level  
southern end west side of helix*



2-41 *Rusted metal screen at 2<sup>nd</sup> level  
southern end east side of helix*

156. A section of PVC conduit has pulled apart between the 2<sup>nd</sup> and 3<sup>rd</sup> columns on parking line C. The conduit should be repaired, and expansion connections provided.

157. On the C parking line, at the fifth column north of the southern end of the garage, it was observed that one of the junction boxes for the fire alarm had no cover and there were exposed wires. A cover should be installed on this box.
158. Between the 11<sup>th</sup> and 12<sup>th</sup> column south of the northern end of the garage on the C parking line there is an electrical junction box cover held on with electrical tape. This box should be replaced.
159. At the 8<sup>th</sup> column south of the northern end of the garage, on the C parking line there is an electrical box with no cover an exposed wiring. Install cover and verify wires not damaged.
160. The ventilation duct on the C parking line is wrapped with membrane at the deck level. It is assumed that this is to repair corrosion.
161. At the northern end of the C parking line, there is a junction box that appears to be for communications wire. The cover on the box is hanging below the box and should be reinstalled.
162. On the B parking line, at the 5th and 10th columns south of the north end of the garage, there are electrical boxes that are open on the bottom. These holes should be capped to prevent insects from entering the box.
163. Between the 9<sup>th</sup> and 10<sup>th</sup> columns south of the north end of the garage there is and open electrical box. The wiring should be checked in this box and a cover installed.
164. Between the 10<sup>th</sup> and 11<sup>th</sup> column north of the southern end of the garage on the A parking line there is an electrical junction box with no cover and exposed wires. A cover should be installed.
165. On the A parking line at the 2<sup>nd</sup> column north of the southern end of the garage the cover is missing from the GFI outlet. This cover should be replaced.
166. On the A parking line there were three observed locations were a junction box in the fire alarm system has an open hole in the bottom. These holes should be capped.
167. On the A parking line at the 2<sup>nd</sup> column south of the northern end of the garage the cover is missing from the GFI outlet. This cover should be replaced
168. At stair 1 the door has a glass panel and a louver which is not allowed in a rated door. This door should be replaced with a door that is rated the same as the stair tower construction.
169. At the time of our site visit repairs were being made where bollards have been removed.
170. At stair 3 the door has a glass panel and a louver which is not allowed in a rated door. This door should be replaced with a door that is rated the same as the stair tower construction.
171. At the southeast corner of the second level there is a piece of electrical equipment. On the west side of this equipment there are two holes large enough to put a hand into. The openings have been covered with duct tape. These opening should be properly covered with a metal plate. *Refer to Photos 2-42 and 2-43.*



2-42 Electrical equipment south east corner



2-43 Opening in side of equipment covered with duct tape

172. The paint on the column beam connections is blistered or peeling and rust has formed at approximately 48 locations, 32%± of the connections, on the 2<sup>nd</sup> level. All locations where there is rust in the connections should be cleaned and repainted to prevent damage to the connections.

#### First Level

173. The precast wall panel at the southwest corner at the first level has a large crack and needs to be repaired or replaced.

174. Several joints in the concrete sidewalk on the west side of the garage were observed to have missing or delaminated sealant. These joints should be cleaned and sealed.

175. To the north of the ramp to stair 5, there are three electrical boxes. Two of these boxes have heavy surface rust. The electrical connections in these boxes should be checked for corrosion.

176. The top of the masonry retaining wall on the north side of stair 5 is deteriorated and should be replaced.

177. At stair 5, the door has a louver and a glass panel which doesn't comply with the code. The door should be replaced with a code compliant door.

178. The area around the drain downspout is eroded. A splash block should be installed, and the erosion filled in.

179. The electrical outlet next to the stair door has pulled away from the wall and should be reattached.

180. At the opening in the garage wall the concrete is spalled at sidewalk level.

181. At the exit from the garage on the northern side the concrete curb is spalled and should be repaired.

182. At stair 4 the fire alarm strobe is missing and there are wires hanging out of the wall. This device should be replaced. The door has a louver and a glass panel which doesn't comply with the code. The door should be replaced with a code compliant door. Blocks are missing and deteriorated on the retaining wall at stair 4. These should be replaced. There are heavy rust stains on the

foundation at the southern side of the door. There is a spall above the door on the northern side that should be repaired.

183. The area around the drain downspout for stair 4 is eroded. A splash block should be installed, and the erosion filled in.



2-44 Corrosion at base of drain pipe



2-45 Corrosion on drain line

184. There is an electrical room at the northwest corner of the first level. This has the same items noted on the electrical rooms above regarding the door louvers. There is a piece of pipe extending through the west wall next to a conduit. This pipe and all other penetrations should be capped and sealed where they penetrate the wall.

185. There is heavy corrosion around the larger drain line at the 3<sup>rd</sup> column south of the northern end. Refer to Photo 2-44.

186. There is corrosion on the drain line above the toll gates. Refer to Photo 2-45.

187. The sealant joint at the western end of the National Garage office has failed and should be replaced.

188. On the south side of National Garage office, it was observed that the electrical conduit that enters the wall below a roof scupper. This scupper should be moved away from the electrical wall penetration and lengthened to project any water out over the conduit below. Refer to Photo 2-46.



2-46 South side of National Garage office note electrical line at roof scupper



2-47 Open electrical box on south side of National Garage office

189. There is an open electrical box on the southern side of the National Garage Office. A cover should be installed on this box. *Refer to Photo 2-47.*

190. There is a crack in the drain pipe on the southern side of the National Garage Office. This drain line should be cleaned and repaired *Refer to Photo 2-48.*

191. There is a spall in the floor 7<sup>th</sup> and 8<sup>th</sup> columns south of the northern end of the garage.

192. There is a cracked drain line at the 10<sup>th</sup> column south of the northern end of the garage. This drain line should be cleaned and repaired *Refer to Photo 2-49.*



2-48 Cracked drain line



2-49 Cracked drain line at 10<sup>th</sup> column

193. There is a cracked drain line elbow between the 11<sup>th</sup> and 12<sup>th</sup> columns south of the northern end of the garage. This drain line should be cleaned and repaired

194. On the D parking line there is a section of conduit that has separated and at the column it has corroded through and at the 7<sup>th</sup> column north of the southern end of the garage there is a conduit that is open. There is another gap in the conduit between the 4<sup>th</sup> and 5<sup>th</sup> columns on the D parking line. These should be capped to prevent insects and moisture from entering the conduit system.

195. At the 4<sup>th</sup> column north of the southern end of the garage there is a vertical drain line that is showing surface rust on the new paint. It appears that there is an 18" long crack in the pipe. This section of pipe should be removed and replaced. *Refer to Photo 2-50.* There is also a crack in the elbow to the south of the column.



2-50 Crack in drain line



2-51 Deteriorated electrical junction box

196. On the D parking line, the joint in the concrete slab between the 3<sup>rd</sup> and 6<sup>th</sup> column north on the south end is uneven. The cause of this should be investigated and repairs made.
197. There is an electrical control box on the 2<sup>nd</sup> column north of the southern end that is split and should be replaced.
198. On the 1<sup>ST</sup> level, south end, west of the helix, there are 2 electrical junction boxes. One of these boxes has heavy corrosion on it. This box should be replaced and the connections in the box should be checked for damage. *Refer to Photo2-51.* There is also a light fixture to the east of the box that does not have a bulb in it.
199. At the southern end, east of the helix on the C parking line the 6<sup>th</sup> column north, there are two conduits that are open and should be capped to prevent water from getting into them. There is also an open fire alarm box on the same column and a GFI outlet without a weather cap.
200. At the 11<sup>th</sup> column south of the northern end the fire alarm strobe is broken and should be replaced. The strobe on the other side of the column is pulled away from the box and should be repaired.
201. Between the 10<sup>th</sup> and 11<sup>th</sup> columns south of the northern end of the garage on the C parking line at the Enterprise office east wall there is a GFCI outlet that is missing its weather cover. Install weather cover.
202. On the eastern side of the National Garage office the truncated domes cast into the concrete ramp were observed to be worn down and one section has no yellow paint. All areas with truncated domes should be painted yellow and consideration should be given to replacing the worn areas.
203. At the 5<sup>th</sup> column north of the southern end of the garage on the C parking line there is a junction box for the fire alarm system without a cover and with exposed wires. A cover should be installed.
204. There are gray boxes on the islands between column lines D and C. At some of these boxes there is a hole in the concrete island which could pose a trip hazard. Install a cover over these openings. *Refer to Photo2-52.*



2-52 Opening in concrete island



2-53 Typical rusted toll gate

205. On the second column south of the northern end of the garage on parking line C one of the strobe lights for the fire alarm has been damaged. This strobe should be replaced.
206. It was observed that several of the toll gates have rust at there bases. These should be cleaned repaired and repainted. *Refer to Photo 2-53.*
207. On parking line B at the 3<sup>rd</sup> column south of the northern end the fire alarm strobes are duct taped together and are hanging from there cables. The strobes should be replaced and properly secured.
208. At the 4<sup>th</sup> column south of the northern end of the garage on the B parking line there is a roll, of what appears to communications cable, hanging on the west side of the column. This cable goes into a junction box and into the conduit system. The lower junction box has moderate rust and should be cleaned and painted. The roll of cable should be placed in the junction box and all cable should be in conduit.
209. At the 11<sup>th</sup> column south of the northern end of the garage there is a fire alarm strobe that is not connected to the column. This device should be reattached to the column.
210. On the B parking line, at the 11<sup>th</sup> column south of the northern end of the garage. There is a GFCI outlet without a cover. The cover should be replaced.
211. The fire alarm strobe on the 7<sup>th</sup> column north of the southern end is hanging and should be replaced.
212. The fire alarm strobe on the 4<sup>th</sup> column north of the southern end is duct taped together and should be replaced.
213. There is an open electrical box on the 2<sup>nd</sup> column north of the southern end of the garage on the B parking line.



2-54     *Rusted disconnects*



2-55     *GFCI outlet missing weather cover*

214. On the A parking line, at the third column north of the southern end of the garage, there is an electrical panel and disconnect. The disconnect has some moderate surface rust. There are two electrical boxes on the side of the panel; the lower one has an outlet which is pulled out of the box with wires showing and the upper one is an open box with no cover. *Refer to photo 2-54.*
215. The GFCI outlet in the concrete column base on the A parking line 5<sup>th</sup> column north of the southern end of the garage has no cover. Replace cover. *Refer to Photo 2-55.*

216. At the 6<sup>th</sup> column north of the southern end of the garage there is an electrical panel with an outlet below it. The protective cover on the outlet is missing and should be replaced. The outlet is not a GFCI and should be replaced with a GFCI outlet.
217. The GFI outlet on the 11<sup>th</sup> column north of the southern end has no cover plate or weather cap.
218. There is a transformer at the 12<sup>th</sup> column north of the southern end of the garage on the A parking line. This transformer does not appear to be adequately braced. The bracing on this device should be checked and altered if needed.
219. The electrical panel on the 11<sup>th</sup> column south of the northern end of the garage has surface rust and has been recently painted. If this rust is caused by a water leak the leak should be repaired. If this rust is a result of improper preparation prior to painting the panel should be properly cleaned and repainted. The fire alarm strobe is hanging by its cable and should be replaced.
220. The ramp to the south of the equipment storage area doesn't have truncated domes.
221. At the 4<sup>th</sup> column south of the northern end of the garage on the east side there is a roll, of what appears to be communications cable, hanging on the west side of the column. This cable goes into the conduit system.
222. On the southern side of the second level ramp to stair 1 there is what appears to be a conduit LB that is open with no exterior conduit connected to it. This should be sealed. Stair 1 the door has a glass panel and a louver which is not allowed in a rated door. This door should be replaced with a door that is rated the same as the stair tower construction.
223. At the northern entrance into the garage, there is a pedestrian ramp that does not have a truncated dome warning strip. A warning strip should be added. On the south side of the entrance there is an electrical fixture for a camera that has no camera and there are exposed wires. This fixture should be capped.
224. Between the 7<sup>th</sup> and 8<sup>th</sup> column south of the northern end of the garage on the eastern side there is a new opening in the wall. At this opening there is exposed rebar which should be coated to prevent rusting.
225. At walk to stair 2 there is a spall on the inside of the garage wall that should be repaired. At stair 2 the door has a glass panel and a louver which is not allowed in a rated door. This door should be replaced with a door that is rated the same as the stair tower construction.
226. The truncated domes at the main entrance into the elevator lobby at stair 2 are worn and new warning strips should be considered.
227. At the 5<sup>th</sup> column north of the southern end of the garage (north end of stair 3) there are conduits that are not connected. The open conduits should be capped.
228. The door to stair 3 has a louver and glass panel. This door doesn't meet the fire rating and it should be replaced with a door that matches the fire rating of the stair. It was also noted that the signage was missing. The drain line on the southern side of the stairs has no splash block.

229. On the 3<sup>rd</sup> column north of the southern end of the garage on the east side there is an electrical fixture for a camera that has no camera and there are exposed wires. This fixture should be capped

#### **NORTH HELIX (DOWN):**

1. The road surface of the helixes has been coated with a black traffic coating. At the 6<sup>th</sup> level of the northern helix and extending to the 1<sup>st</sup> level, it was noted that there were white deposits on the coating at or near the joints in the sidewalk. The heaviest deposits were from the 6<sup>th</sup> to the 5<sup>th</sup> level. It appears that water is affecting the concrete on the sidewalks. The sidewalks should be coated to prevent further water penetration and to extend the life of the concrete.



2-56 Repair in traffic coating 3<sup>rd</sup> level



2-57 Crack with efflorescent in ceiling of helix

2. There is a repair to the traffic coating on the right side of the ramp from the 3<sup>rd</sup> to the 2<sup>nd</sup> level. Refer to Photo 2-56.
3. There are fine cracks in the ceiling of the helix between the 4<sup>th</sup> to the 3<sup>rd</sup> level. There are 8 fine cracks in the underside of the ramp from the 3<sup>rd</sup> level to the 2<sup>nd</sup> level. These cracks do not appear to be structural, however they should be cleaned of efflorescent and sealed. Refer to Photo 2-57.
4. There are fine cracks in the walls from the top to the bottom of the helix. These cracks do not appear to be structural, however they should be sealed to prevent water from entering and damaging the concrete.
5. At the 2<sup>nd</sup> level there is a fire alarm strobe on the helix column where the junction box appears to have rusted away and there are exposed wires. A new junction box should be installed, and the conduit repaired.
6. The double doors at the bottom of the northern helix has surface rust on the louvers and should be cleaned and painted.
7. There are locations where lights have been removed on the eastern wall at the 1<sup>st</sup> level. These need to be properly sealed.

#### **SOUTH HELIX (DOWN):**

1. On the southern helix at the 6<sup>th</sup> level there is a conduit that is broken off in the sidewalk and there are wires hanging out of it. This should be repaired, and the wires removed.

2. The sealant at the sidewalk wall joints has deteriorated and should be removed and replaced at all levels.
3. The black traffic coating on the road extends from the 6<sup>th</sup> level to the 1<sup>st</sup>. It was noted that there were white deposits on the coating at or near the joints in the sidewalk. The heaviest deposits were from the 6<sup>th</sup> to the 5<sup>th</sup> level.
4. There are fine cracks in the walls from the top to the bottom of the helix. These cracks do not appear to be structural, however they should be sealed to prevent water from entering and damaging the concrete.
5. On the interior wall from the 5<sup>th</sup> level to the 4<sup>th</sup> there is a section where the concrete surface is spalling. This area appears to be a patch and should be removed and replaced.
6. From level 4 down to the 1<sup>st</sup> level there are spots in the traffic coating that have been repaired in some area.
7. The coating on the sidewalks from the 3<sup>rd</sup> level to the 1<sup>st</sup> level has areas where there are rust spots on the coating. It appears that these stains are caused by metal particles in the coating. The source of these stains should be investigated and the areas with the stains should be repaired.
8. There is a junction box on the fire alarm strobe on the helix column at the 3<sup>rd</sup> level that is heavily rusted and should be replaced.
9. Between the 3<sup>rd</sup> level and the 2<sup>nd</sup> there is a sign that has been replaced. At the base of this sign the coating on the sidewalk is missing. The coating in the area of the sign base should be repaired.
10. The fire alarm strobe on the column on the helix at the 2<sup>nd</sup> floor level has pulled off the box and the box has pulled off the wall. This should be replaced.
11. The double doors inside the helix and the wall vent have surface rust and should be cleaned and repainted to prevent further deterioration.
12. There are locations where lights have been removed on the eastern wall at the 1<sup>st</sup> level. These need to be properly sealed.
13. On the southern helix there are cracks in the road surface from the end of the black coating to the first level entrance. These cracks have been sealed.

#### **INTERIOR:**

The general conditions of the interior spaces of the garage were good. Observed maintenance and housekeeping items requiring attention are as follows:

#### **ELEVATOR LOBBY:**

1. The gaskets on the glass wall of the elevator lobby were observed to be loose at several locations. At one location where the glass is connected to the structural steel there appeared to be delaminating glass. *Refer to Photo 2-58.*
2. There is a crack in one of the glass wall panels on the southern side of the elevator lobby on the 6<sup>th</sup> floor. This panel should be replaced.

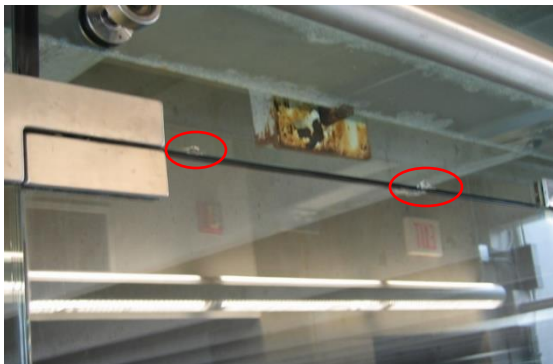


2-58 Apparent delaminating of glass wall north side of 6<sup>th</sup> level elevator lobby



2-59 Crack in glass wall panel south side of 6<sup>th</sup> level elevator lobby

3. At the elevator lobby on the 5<sup>th</sup> level there is rust on the steel above the doors and at the southwest corner of the ceiling. The glass on the doors and the glass above the doors have several chips. The thresholds on the doors are also damaged and appear to be holding one of the doors open slightly. The back of the exit sign on the garage side of the wall has moderate surface rust that should be removed and repainted.
4. At the fourth level there are chips in the glass at the top of the door and the glass above the doors. Refer to Photo 2-60.
5. Rust was observed on the steel beams, above the doors, that support the 5<sup>th</sup> level. This rust needs to be removed and the beams painted. The source of the water should also be investigated further, and repairs made as needed.



2-60 Chip in glass above door



2-61 Electrical box at northwest corner.

6. At the northwest corner ceiling, there is an electrical box that is covered with duct tape and has 2 screws in it. This box should be properly covered. Refer to Photo 2-61.
7. At the 3<sup>rd</sup> level there is apparent delamination of the glass at the supports in the panels between the elevator lobby and the garage.
8. Rust was observed on the steel beams above the doors that support the fourth level. This rust needs to be removed and the beams painted. The source of the water should also be investigated further and repaired made as needed.

9. At the northwest corner of the 3<sup>rd</sup> level support for the 4<sup>th</sup> level here are two conduit penetrations in the structural steel beam. The location of these conduits appears to be such that the structural integrity of the beam has not been affected, however this should be verified.
10. There are kick panels missing from the bottom of the doors. These panels should be replaced.
11. On the 3<sup>rd</sup> level there is an electrical outlet at the north end on the floor. One of the covers on this outlet is missing and should be replaced.
12. At the north and south ends of the 2<sup>nd</sup> level elevator lobby, there is rust on the support beams for the third level. These stains are heaviest at the north end. There are also chips on the top of the glass doors.
13. The first-floor lobby was reconstructed as part of the rental car customer service facility. Visible of the structural steel supporting the second level was not available and it is assumed that the rust was removed, and the beams painted as part of this renovation.
14. At the 1<sup>st</sup> level the wall between the garage and the lobby has been replaced and the supports for the old glass wall removed. At the northwest corner of the lobby the end of one pipe supports for the old wall has been cut off and is exposed. This exposed end of the support should be capped.
15. The escalator lobby at the 1<sup>st</sup> and 2<sup>nd</sup> levels has been reconstructed. At the 2<sup>nd</sup> level a door to the roof has been added in the curtain wall and the wall coverings have been replaced.

### **STAIR TOWER 3:**

1. The signage on the exterior and interior, at all levels, is missing and or doesn't comply with ADA requirements.
2. At the 1<sup>st</sup> and 2<sup>nd</sup> levels there are louvers in the doors with glass panels these doors do not meet the fire code and should be replaced with doors having the same fire rating as the stair tower.
3. There are cracks in the first level slab that should be sealed.
4. Cracks were observed in some of the landings and stairs. These cracks should be cleaned and repaired.
5. At the 4<sup>th</sup> floor level there is a fine crack from the southern corner of the door to the support beam for the 5<sup>th</sup> floor landing.
6. An electrical box was observed at the roof level with open holes in it. It doesn't appear that this box is in use however the holes should be capped.
7. Water stains were observed on the west wall of the stair tower at the roof level. The source of these stains should be investigated, and repairs made as needed.
8. On the exterior at the northwest corner of stair tower 3, there is a repair to the wall that has a crack in it. This crack in the repair should be repaired.

### **STAIR TOWER 5:**

1. There is spalling of the concrete ramp in the sidewalk inside the garage. This spalling has created a potential trip hazard and should be addressed.

2. The signage on the exterior and interior, at all levels, is missing and or doesn't comply with ADA requirements.
3. At the 1<sup>st</sup> and 2<sup>nd</sup> levels there are louvers in the doors with glass panels these doors do not meet the fire code and should be replaced with doors having the same fire rating as the stair tower.
4. The electrical outlet to the north of the 1<sup>st</sup> floor door is pulled away from the wall and should be replaced.
5. A crack in the concrete was observed above the southern corner of the door. The crack should be repaired. There are rust and water stains above the 1<sup>st</sup> floor door at the under side of the 2<sup>nd</sup> floor landing. The source of the water should be determined, and repairs made.
6. There are cracks in the 1<sup>st</sup> level slab that should be cleaned and repaired.
7. At the 4<sup>th</sup> level, there is a fine crack at the top corner of the door opening on the south side. This crack extends behind the curtain wall to the exterior. It appears that moisture has been entering through this crack. The crack should be sealed on both sides of the curtain wall.
8. At the landing between the 5<sup>th</sup> and 6<sup>th</sup> levels the sealant in the eastern wall is cracked and should be removed and replaced.
9. There are water stains on the concrete walls at the roof which indicates possible roof leak. This should be investigated, and repairs made as needed.
10. An electrical box was observed at the roof level with open holes in it. It does not appear that this box is in use. The holes should be capped.

#### **STAIR TOWER 4:**

1. The signage on the exterior and interior, at all levels, is missing and or doesn't comply with ADA requirements.
2. At the 1<sup>st</sup> and 2<sup>nd</sup> levels there are louvers in the doors with glass panels these doors do not meet the fire code and should be replaced with doors having the same fire rating as the stair tower.
3. The fire alarm strobe on the exterior, at the first level is missing and there are exposed wires. The strobe should be reinstalled.
4. There are horizontal cracks at the tread riser intersection at the steps at all levels of stair 4.
5. At the 4<sup>th</sup> level the door doesn't close. The closer should be adjusted or replaced.
6. There is staining on the concrete walls at the roof which indicates possible roof leak. This should be investigated, and repairs made as needed.
7. An electrical box was observed at the roof level with open holes in it. It does not appear that this box is in use however the holes should be capped.

#### **STAIR TOWER 1:**

1. The signage on the exterior and interior, at all levels, is missing and or doesn't comply with ADA requirements.

2. At the 1<sup>st</sup> and 2<sup>nd</sup> levels there are louvers in the doors with glass panels these doors do not meet the fire code and should be replaced with doors having the same fire rating as the stair tower. The door and frame at the 1<sup>st</sup> level have rust at the corners. The rusted areas should be cleaned, the frame and door repainted.
3. At the 1<sup>st</sup> level there are cracks in the floor slab that should be repaired.
4. There is a stain on the concrete wall from the bottom of the 4<sup>th</sup> level landing down past the fire alarm strobe on the 3<sup>rd</sup> level. The source of the leak appears to be in an access panel on the 4<sup>th</sup> level which has rust at its northern corner. The source of this stain should be investigated, and repairs made.
5. Cracks were observed in the landings between the 1<sup>st</sup> and 2<sup>nd</sup> levels, 2<sup>nd</sup> and 3<sup>rd</sup> levels as well as the 4<sup>th</sup> and 5<sup>th</sup> levels. These cracks should be cleaned and sealed.
6. There is staining on the concrete walls at the roof which indicates possible roof leak. This should be investigated, and repairs made as needed. There is also a crack in the concrete at the upper corner of the door that should be repaired.
7. An electrical box was observed at the roof level with open holes in it. It does not appear that this box is in use however the holes should be capped.

#### **STAIR TOWER 2:**

1. The signage on the exterior and interior, at all levels, is missing and or doesn't comply with ADA requirements.
2. At the 1<sup>st</sup> level there are louvers in the doors with glass panel this door doesn't meet the fire code and should be replaced with a door having the same fire rating as the stair tower. The door and frame at the 1<sup>st</sup> level have rust at the corners. The rusted areas should be cleaned, the frame and door repainted.
3. The weather stripping on the exterior of the 1<sup>st</sup> level door is damaged and should be replaced.
4. On the 1<sup>st</sup> level, it was noted that there are some small cracks in the concrete floor slab. These cracks should be cleaned and sealed.
5. Cracks were observed in all the landings between levels.
6. At the 2<sup>nd</sup> level, it was noted there is damage to the wall corner on the south side of the door.
7. There is repair to the corner of the wall on the north side of the door at level 3 which needs to be painted. There is a crack at the corner of the door opening. This damage should be repaired.
8. There are mildew stains on the underside of the stair for the 5<sup>th</sup> level to the intermediary landing. These stains should be removed.
9. The weather stripping at the base of several of the doors is worn and should be replaced.
10. At the stairs to the elevator equipment room there is a gap between the 6<sup>th</sup> floor landing and the first step this gap should be closed in with a riser.

#### **ELECTRICAL SYSTEMS:**

1. As noted above, there are numerous locations where conduit and electrical boxes are rusted and or missing. At locations where the boxes or conduit are rusted the damaged sections should be replaced and the wiring should be investigated for damage. There are also electrical boxes that need to have covers installed to protect exposed wires.
2. At the southeast corner of the 2<sup>nd</sup> level there is a piece of electrical equipment. On the west side of this equipment there are two holes large enough to put a hand into. The openings have been covered with duct tape. These opening should be properly covered with a metal plate. *Refer to Photos 2-42 and 2-43.*

#### **PLUMBING SYSTEMS:**

1. As noted above there are piping from the floor drains which are labeled sanitary drains. These lines are not sanitary lines and should be relabeled. The discharge for these lines should be verified and if they do discharge to the sanitary drain there should be an oil water separator in the line.
2. As noted above, there were several locations where split drain lines were observed. These locations need to be repaired and all the drain lines in the garage should be flushed and cleaned to the storm drain system.

#### **SUMMARY OF OVERALL CONDITION AND REPAIR RECOMMENDATIONS:**

The general condition of the garage is good and most of the repairs needed are minor. The recommended repairs consist of the following:

#### **REPAIR PRIORITY AND ESTIMATED COST:**

Repair Priority	Repair Description	Category of Repair	Safety	Recommended time frame for repair	Estimated cost \$ of Repair
2	Flush and clean all drain lines	MAINT	N	2 wk.	\$10,000
2	Replace signage at stairs and elevators with code compliant signs	MAINT	Y	1 day	\$5,300
3	Clean and repaint screen at helixes	MAINT	N	1 wk.	\$13,000
2	Cap open conduits	ELEC	Y	4 hrs.	\$1,300
2	Reinstall thresholds over expansion joints	MAINT	Y	4 hrs.	\$500
4	Replace railing on 6th level	MAINT	N	1 day	\$1,000
2	Clean and paint column beam connections throughout garage	ARCH	N	2 wks.	\$20,000
1	Raise up drain cover on level 6	MAINT	Y	4 hrs.	\$500
1	Clean and repair drains	MAINT	N	2 day	\$2,600
3	Remove and replace sealant in lifting pockets throughout the garage	MAINT	N	1 wk.	\$9,600
4	Repair damage to concrete bollards	MAINT	N	3 days	\$4,000
2	Relocate down spouts for elevator lobby at 6 <sup>th</sup> floor	ARCH	Y	2 days	\$5,700
2	Repair damaged concrete decking where bollards were removed	ARCH	Y	2 days	\$3,600
1	Investigate and repair electrical system. Investigate corroded conduit and junction boxes. Replace missing covers, remove exposed wiring and install GFCI covers	ELEC	Y	1 wk.	\$9,600
2	Replace doors and repair louvers in electrical rooms	ARCH	N	2 day	\$5,300

Repair Priority	Repair Description	Category of Repair	Safety	Recommended time frame for repair	Estimated cost \$ of Repair
1	Install expansion joint in PVC conduit as needed	ELEC	N	1 wk.	\$6,000
3	Tighten bolts on angles at expansion joint	MAINT	N	1 day	\$1,000
3	Remove sanitary labels and install floor drain labels	MAINT	N	1 day	\$1,300
1	Fire stop around conduit penetrations	ELEC	N	1 day	\$4,000
1	Replace cracked drain lines and clean lines	MAINT	Y	3 days	\$9,000
1	Patch openings in electrical equipment on 2nd level	ELEC	Y	4 hrs.	\$1,000
1	Repair cracked concrete wall panel at southwest corner of first level	MAINT	N	2 days	\$6,000
2	Sealant in sidewalk joints	MAINT	N	1 day	\$1,400
3	Remove birds' nest from water valve	MAINT	N	-	\$0
3	Relocate roof scupper away from electrical conduit	ARCH	N	1 day	\$1,500
3	Install truncated dome warning strips at pedestrian ramps	ARCH	Y	2 days	\$5,000
2	Brace the transformer in the ceiling of the first floor	ELEC	N	1 day	\$750
2	Investigate and repair leaks in glass curtain wall	ARCH	N	1 week	\$8,000
2	Repair glass door and thresholds. Repair door closers throughout the garage.	MAINT	N	2 days	\$3,000
2	Repair CMU retaining wall at stair towers 4 and 5	ARCH	N	2 day	\$7,000
	<b>Subtotal - Facility Two</b>				<b>\$146,950</b>

**Facility Two A:**  
**RENTAL CAR CUSTOMER SERVICE FACILITY**



*2A-1 Exterior view East side*

**ARCHITECTURAL COMMENTS:**

<b>DIMENSIONS:</b> Approximately: 300' X 767'	<b>Area:</b> Approximately: 10,070 SF
<b>CONSTRUCTION TYPE:</b> Structural steel frame with masonry veneer and glass curtain wall exterior.	
<b>BUILDING AGE:</b> Approximately 3 years	<b>BUILDING HEIGHTS:</b> 1 Story
<b>CURRENT USE TYPE:</b> A-3 Assembly / Business	<b>OVERALL CONDITION:</b> New

The rental car customer service facility is located on the east side of the parking garage at the first level. Constructed was completed in 2016. The building is used by the rental car companies to service their customers and as office space for the staff. The building was found to be in new condition.

Observed maintenance and housekeeping items requiring attention are as follows:

**EXTERIOR:**

The exterior cladding of the building is combination of masonry cavity walls, metal panel and glass curtain wall systems. During our walkthrough the following maintenance items were noted on the building envelope:

1. The flashings on the tube column screen supports on the roof do not appear to conform to typical manufactures specifications. This detail should be verified and corrected if not in compliance.  
*Refer to Photo 2A-2.*



*2A-2 Air handler screen support flashing*



*2A-3 End joint in roof edge flashing*

2. Some of the end joints on the roof edge flashing appear to be buckled. The end joints need to be reviewed and corrections made as needed. *Refer to Photo 2A-3.*

**INTERIOR:**

There were no observed deficiencies.

**BUILDING STRUCTURE:**

There was no visible evidence of structural distress in this building. The exterior walls and roof had no noticeable sags or bulging, and the visible elements of the steel frame showed no signs of deterioration.

**CONVEYANCE SYSTEMS:**

The elevators and escalators are part of the parking garage and all were functional at the time of our site visit.

**MECHANICAL SYSTEMS:**

There were no observed issues with the mechanical systems.

**ELECTRICAL SYSTEMS:**

There were no observed issues with the electrical system.

**PLUMBING SYSTEMS:**

There were no observed issues with the plumbing system.

**SUMMARY OF OVERALL CONDITION AND REPAIR RECOMMENDATIONS:**

The general condition of the rental car customer service facility is excellent. The few repairs needed are minor. The recommended repairs consist of the following:

**REPAIR PRIORITY AND ESTIMATED COST:**

Repair Priority	Repair Description	Category of Repair	Safety	Recommended time frame for repair	Estimated cost \$ of Repair
2	Roof flashing verification and repair	ARCH	N	1 day	\$2,000
	<b>Subtotal - Facility Two</b>				<b>\$2,000</b>

#### **D. Landside Pavement and Associated Infrastructure:**

##### **Parking Lot A**

<b>DIMENSIONS:</b> Approximately 550' X 150'	<b>AREA:</b> Approximately 98,000 Sq. ft.
<b>PAVEMENT TYPE:</b> Asphalt	

**PAVEMENT CONDITION:** The pavement in this parking lot was found to be in great condition, likely due to the pavement being relatively new. There was no evidence of ponding anywhere on the parking lot. The pavement along the curb was developing alligator cracking in a couple of areas near the catch basin. The pavement had a couple of minor cracks along construction joints. These cracks should be sealed with crack sealant.



*Alligator cracking along curb*



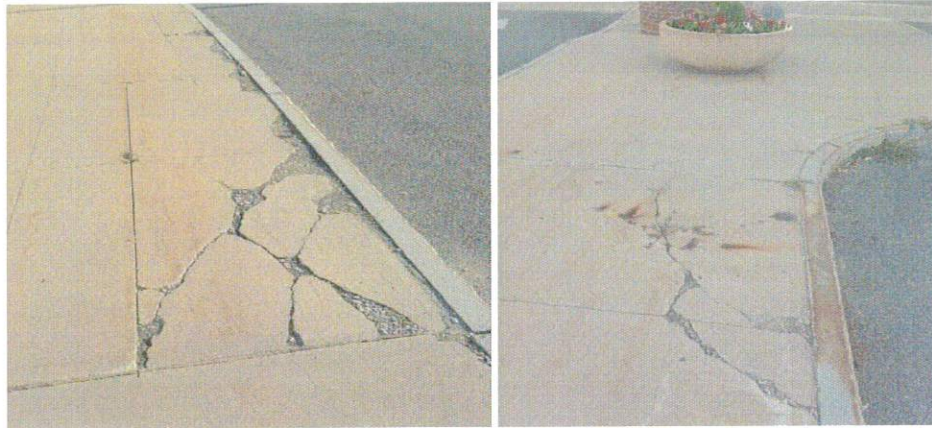
*Pavement Joint*

**DRAINAGE:** The water in this parking lot drains to catch basins as shown below. The catch basins were observed to have no clogs. Pavement surrounding the catch basins was showing signs of distress and cracking. The distressed pavement should be removed, and new pavement installed with proper slope to ensure that the water continues to drain to the structure.



*Existing Catch Basin*

**SIDEWALKS:** The general condition of the concrete sidewalks was good with little deterioration of the concrete noted. Sample deterioration is shown below.



*Concrete Deterioration along Curb*

The curbing was noted to be in fair condition. There was vegetation growing from the curbs and several chips and abscessed sections were noted. The vegetation needs to be removed and the curb needs to have the abscesses repaired.



*Vegetation Removal along Curb*



*Chipped/Abscessed Curbing*

**ISLANDS AND OTHER STRUCTURES:**

Islands in this parking lot have surface cracks visible on the concrete. The ticketing equipment and tollbooths appeared to be operational and in good condition. The lighting in this area appeared to be adequate and in good working order.



#### SUMMARY OF OVERALL CONDITION AND REPAIR RECOMMENDATIONS:

1. Remove Vegetation from Curbing and Sidewalks
2. Repair Concrete Sidewalks (approximately 200 square feet).
3. Repair Granite Curbing.
4. Repair Pavement Surrounding Drainage Structure (1 Structure).
5. Patch Pavement along Curb (60' x 3' approximately).
6. Repair Concrete Island.
7. Joint Seal along Pavement Joints (approximately 1,000 linear feet)

#### REPAIR PRIORITY AND ESTIMATED COST:

Repair Priority	Repair Description	Safety	Recommended time frame for repair	Estimated cost of repair
4	Removal of Vegetation from Curbing and Sidewalks	No	1 day	\$500
2	Repair Concrete Sidewalks	No	1 week	\$4,000
3	Repair Granite Curb	No	2 days	\$1,000
3	Repair Drainage Structure	No	1 day	\$1,000
3	Patch Pavement Along Curb	No	1 week	\$2,500
3	Repair Concrete Island	No	1 week	\$1,000
3	Joint Seal along Pavement Joints (approximately 1,000 linear feet)	No	1 day	\$3,000
	<b>Total</b>			<b>\$12,000</b>

#### Parking Lot B

<b>DIMENSIONS:</b> Approximately 220' X 760'	<b>AREA:</b> Approximately 130,000 Sq. ft.
<b>PAVEMENT TYPE:</b> Asphalt	

**PAVEMENT CONDITION:** The pavement was observed to be in fair condition with longitudinal and alligator cracking throughout the parking lot. Cracks and joints were noted to have been sealed with previous sealing efforts.



*Existing Catch Basins within the Parking Lot*

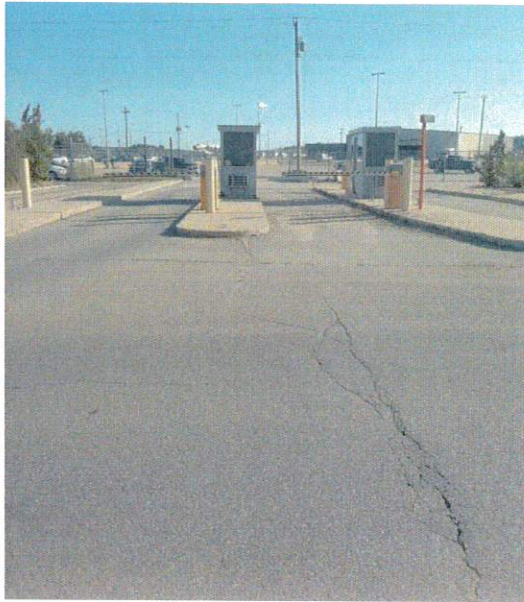
**DRAINAGE:** The drainage in this parking lot is to catch basins. There was no evidence of ponding. Catch basins should be cleaned and vegetation should be removed.



*Existing Catch Basins within the Parking Lot*

**SIDEWALKS:** There were no sidewalks observed within Parking Lot B.

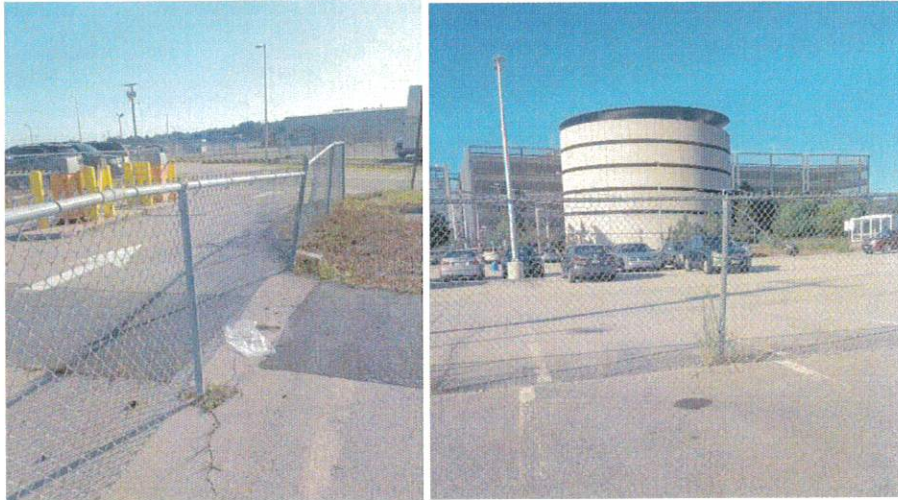
**ISLANDS AND OTHER STRUCTURES:** Islands and ticketing booths appeared to be in working order. Neither item was in operation at the time of inspection as this parking lot is for employees only. The entrances from Airport Road (around the terminal) were closed off to the public. The pavement at these entrances is severely cracked and has potholes.



Portions of the parking lot had granite curbing due to elevation changes in the road below. This curbing needs to be cleared of vegetation and reset in some areas.



The existing fence needs several minor repairs and to have the vegetation removed.



**SUMMARY OF OVERALL CONDITION AND REPAIR RECOMMENDATIONS:**

1. Remove Vegetation and Reset Granite Curb
2. Remove Vegetation from Fence and Repair Fence
3. Crack Seal
4. Mill and Overlay of 9,000 square feet of the Original Parking Lot

**REPAIR PRIORITY AND ESTIMATED COST:**

Repair Priority	Repair Description	Safety	Recommended time frame for repair	Estimated cost of repair
4	Remove Vegetation and Reset Granite Curb	No	1 week	\$2,500
4	Remove Vegetation from Fence and Repair Fence	No	1 days	\$1,500
3	Crack Seal	No	1 day	\$1,000
3	Mill and Overlay of 9,000 square feet	No	5 day	\$15,000
<b>Total</b>				<b>\$20,000</b>

### Parking Lot C

<b>DIMENSIONS:</b> Approximately 1060' X 800'	<b>AREA:</b> Approximately 680,000 Sq. ft.
<b>PAVMENT TYPE:</b> Asphalt	

**PAVMENT CONDITION:** This parking lot has been expanded a couple of times over the years which has resulted in very different pavement conditions in different sections of this parking lot. There were three distinct areas of the parking lot.



Green - Original Parking Lot

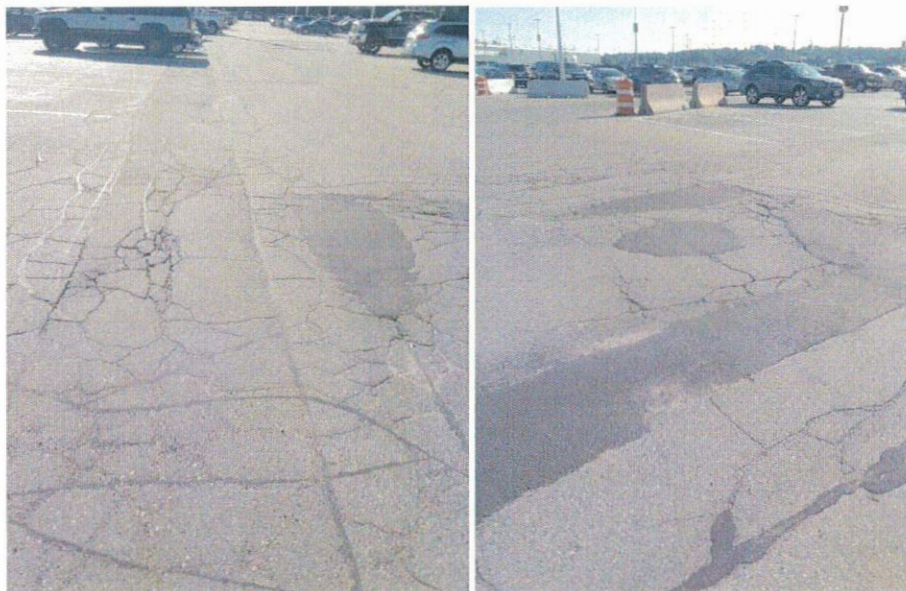
Blue – Parking Lot Expansion (2008 approx.)

Orange – Newest Parking Lot Expansion (2015 approx.)

The original parking lot is the area on the north side near the *Freudenburg-NOK* building. This pavement section has moderate to severe cracking and several longitudinal cracks that have developed alligator cracking. Potholes and distressed pavement around patches were observed. See the below for pictures of the pavement deterioration. Evidence of previous crack sealing efforts and various patching spots were noted. Due to the severity of the cracking and the poor pavement condition, it is recommended that this older section of the parking lot be milled and overlaid with fresh pavement.



*Existing Pavement Section within the Original Parking lot Section*



*Example of Patching and Crack Sealing Efforts*

In the second area longitudinal cracks were observed. These longitudinal cracks ran between structures and along pavement joints. The cracking was moderate in this location with some previous crack sealing efforts noted. Below is a picture of the longitudinal joints in this section of the parking lot.



The newest section of pavement was closed off for parking at the time of inspection, but the pavement appeared to be in good condition. Below is a picture of the newest section of pavement in this parking lot.



**DRAINAGE:** The pavement around several of the drainage structures was severely cracked and deteriorated as shown below. At least 10 structures need to have the surrounding pavement removed and replaced. The rest of the structures should have crack sealing. The structures should be checked to ensure that the tops have not failed.



*Existing Catch Basins*

Some of the structures had previously had repair work around the rim of the catch basin (see below on the left). Although the pavement surrounding the catch basin was in good condition, there were longitudinal cracks in the old pavement leading away from the new pavement. Longitudinal cracks were found between structures.



*Longitudinal Cracking from Existing Catch Basins*

**SIDEWALKS:** There are no sidewalks within this parking lot.

**ISLANDS AND OTHER STRUCTURES:** The ticketing equipment and tollbooths appeared to be operational and in good condition. There were two ticketing booths. One off Airport Road after the terminal and another off Ammon Drive near the Cellphone Lot and the Air Traffic Control Tower. The ticketing booth off Airport Road was found to have surface rust and require repainting. The lighting in this area appeared to be adequate and in good working order.



*Ticketing and Tollbooth off of Airport Road*

All bus stations appeared to be in good condition.

There was a fair bit of vegetation surrounding several objects within the parking lot that will need to be removed. This includes light bases, fences, bus stations and the barricades surrounding the electrical structures.



*Typical areas of vegetation removal*

The fence was observed to require minor repairs in several locations. Vegetation also needs to be removed from the fence.



**SUMMARY OF OVERALL CONDITION AND REPAIR RECOMMENDATIONS:**

1. Repair Pavement Surrounding Drainage Structure (10 Structures)
2. Remove Vegetation from Various Structures within the Parking Lot
3. Repair Existing Fence
4. Joint Seal Longitudinal Joints (approximately 8,000 linear feet)
5. Mill and Overlay of 265,000 square feet of the Original Parking Lot
6. Remove Rust from Existing Bollards and Repaint

**REPAIR PRIORITY AND ESTIMATED COST:**

Repair Priority	Repair Description	Safety	Recommended time frame for repair	Estimated cost of repair
3	Repair Pavement Surrounding Drainage Structure (10 Structures)	No	10 days	\$10,000
4	Remove Vegetation from Various Structures within the Parking Lot	No	1 week	\$2,500
3	Repair Existing Fence	No	1 days	\$1,500
4	Joint Seal Longitudinal Joints (approximately 8,000 linear feet)	No	1 week	\$25,000
	Mill and Overlay of 265,000 square feet of Parking Lot	No	30 days	\$420,000
3	Remove Rust from Existing Bollards and Repaint	No	2 days	\$1,000
	<b>Total</b>			<b>\$460,000</b>

## APPENDIX O: PARKING – RATE SCHEDULE



### Property & Contract Management

One Airport Road, Suite 300

Manchester, NH 03103-3395

Phone: (603) 624-6539

Fax: (603) 666-4101

Below is the current rate schedule effective October 1, 2021.

COMMERCIAL VEHICLE MODE	CUREENT ACCESS RATE	NEW RATE SCHEDULE FY 2021-2022	FY 2022-2023
Taxi Cabs	\$0.50	\$1.00	\$1.50
Hotels	\$0.25	\$1.00	\$2.00
Reservation/Limousine	\$1.00	\$1.50	\$2.00