

GENERAL TERMS AND CONDITIONS

These terms and conditions apply to all contracts awarded under the attached solicitations. The Bidder agrees to these terms by signing and submitting their bid.

1. INDEPENDENT CONTRACTOR

It is hereby agreed that the Vendor's relationship to the St. Joseph County Airport Authority (SJCAA) shall be that of an independent contractor and not as an agent, employee, partner or joint venturer, and that the employee or agents of the vendor shall not be deemed, construed to be employees of the SJCAA for any purpose what so ever.

2. INDEMNIFICATION

The Vendor hereby agrees to protect, indemnify and save harmless the SJCAA and its members, officers, agents and employees from every liability, claim, demand, right of action, loss, cost, damage or expense (including attorney's fees) on account of injury, death, or damage arising out of or in anyway connected with the services of the Vendor.

3. NON-ASSIGNMENT

The Vendor shall not assign, transfer, or subcontract the whole or any part of this contract without the prior written consent of the SJCAA.

The Vendor will not sell, assign, or pledge this contract as collateral for a loan or take any action which may tend to encumber the direct contractual relationship between the SJCAA and the Vendor without express written consent of the SJCAA

4. PAYMENTS

All payments are subject to the encumbrance of monies and shall be made in arrears in accordance with Indiana law and the SJCAA fiscal policies and procedures.

5. TAXES

The SJCAA is exempt from State, Federal and Local taxes. The SJCAA will not be responsible for any taxes levied on the Vendor as a result of this contract.

6. NON-EXCLUSIVE CONTRACT

The Vendor understands that this contract is a non-exclusive contract and that other vendors may be selected or retained by the SJCAA to provide the same or similar products and/or services during the course of this contract. The Vendor understands that the SJCAA may elect to perform, using SJCAA personnel, the same or similar services as covered by this contract.

7. TERMINATION

This contract may terminated, in whole or in part, without penalty by the SJCAA in the event of one or more of the following.

- a. Vendor fails to meet the requirements of the specification for products, performance or delivery as outlined herein.
- b. Significant product failures, or poor/inferior quality of products as judged by the SJCAA.
- c. Vendor substitutes products without the written approval of the SJCAA.
- d. Vendor fails to negotiate in good faith to resolve issues and concerns of the SJCAA.
- e. Vendor invoices for products or services not provided, or invoices for more than the contracted price.
- f. Vendor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed due to Vendor's insolvency.
- g. A court of competent jurisdiction finds that the Vendor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction. The SJCAA reserves the right to pursue all remedies against the performance surety and under the law in the event of any non-performance by Vendor.

8. PRODUCTS AND SUBSTITUTIONS

All products shall be newly manufactured with all available manufacturer's warranties and any extended warranties required by the specifications. Remanufactured, rebuilt, or previously owned or used products will not be compliant under this contract, unless expressly permitted in the specifications. Substitutions of product under this contract will be considered only under the following conditions.

- a. The SJCAA must approve all product substitutions in advance and in writing.
- b. Upon request, Vendor will provide at no charge to SJCAA, a sample of the proposed substitute product for testing and evaluation.
- c. The substituted product meets or exceeds the original specifications in all material respects.
- d. The price of the substituted product is equal to or less that of the original bid price of the item.

9. ALL INCLUSIVE PRICING/FIRM PRICING

All bid pricing by item shall be fully inclusive of all specifications and services as required herein, and must remain firm throughout the contract, unless price changes re expressly permitted in the specifications.

10. CONFLICTING TERMS AND CONDITIONS

Should there be any conflict in terms and conditions between the General Terms and Conditions and the attached specifications, the specifications shall prevail.

11. APPLICABLE LAWS

The Laws of the State of Indiana shall govern if any disputes arise hereunder.

12. FORCE MAJEURE

No liability shall result to either Party from delays in performance or nonperformance caused by circumstances beyond the control of the Party affected, including but not limited to: act of GOD, flood, fire, explosion, war, governmental action or inaction or request of governmental authority, strike, lockout, labor trouble or shortage, but the Party shall be diligent I attempting to remove such cause or causes and shall promptly notify the other Party of its extent and probable duration.

END OF GENERAL TERMS AND CONDITIONS