

St. Joseph County Airport Authority
Request for Proposal
Janitorial Services
for
South Bend International Airport Site

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Estimated Timeline:

Key Milestone:	Date:
Issue Date	5/25/2023
Mandatory Pre-Bid Meeting and Site Visits	6/19/2023 12:00 PM
Questions Due	6/23/2023 12:00 PM
Proposal Due Date	7/10/2023 12:00 PM

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- Attachment 1: Schedule for Pre-Proposal Meeting & Site Visit**
- Attachment 2: Terrazzo Floor Cleaning Procedures**
- Attachment 3: Work List and Pricing Sheet**
- Attachment 4: SBN Property Map**
- Attachment 5: Non-Collusion Agreement**
- Attachment 6: Vendor Questions & Answers (provided after site visit)**

RFP Checklist for Bidder Proposal Contents and Responsiveness

Note: To be eligible for consideration vendor must attend the following:

- Mandatory Pre-Bid Meeting
- Mandatory Location Site-Visit for each location on which the bid is submitted.

This checklist is the important requirements of the RFP and is provided for your convenience. The list may not be all inclusive. The Bidder is responsible for reading the RFP and submitting all the required responses. If you have any questions concerning these requirements, please contact the Buyer listed on the front page of this RFP document.

Article 1 & Work List and Pricing Sheet

_____ Responses have been provided for all items requested in Article 1, SJCAA Statement of Work, as requested. Technical Proposal Document/Requirements have been met and responses are included within the format designated by the SJCAA in Article 3.

_____ Price Proposal, Article 1, for the project has been included in your proposal, according to the instructions laid out in Article 3 and using the format specified. If the RFP requires that pricing be sealed separately, these directions must be followed, or the proposal may be viewed as noncompliant.

Article 2:

_____ SJCAA statement that a Certificate of Insurance will be provided as a condition of award has been included.

_____ Acknowledgment and concurrence with each term and condition listed in Article 2 of the RFP/RFP document has been provided within your proposal, with any comments or issues clearly identified.

Article 3:

_____ Attended any mandatory pre-bid meetings and site visit listed in Article 3.

_____ The complete proposal was submitted to the appropriate location and on time, with one signed original, and the appropriate number of additional copies (6).

Article 4:

_____ Complete all items contained in Article 4, Certifications and Representations, initialing each paragraph requiring an initialed response, acknowledging each certification & representation, and providing all required information.

Article 5:

_____ Responses have been provided for all items requested in Article 5.

Other:

_____ A Letter of Non-Collusion and No Conflict of Interest must be completed and submitted with the RFP.

Definitions

- “SJCAA” means St. Joseph County Airport Authority.
- “Days” means calendar days unless otherwise specified.
- “24x7x365” means 24 hours a day, seven (7) days a week, and 365 days a year (including the 366th day in a leap year).
- “Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
- “Airport” means all property owned by SJCAA and identified as needing service in **Attachment 4, Property Map**.
- “Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or SJCAA-recognized legal holiday (as identified in the Collective Bargaining Agreement for Authority Employees) from 8:00 a.m. EST through 5:00 p.m. EST unless otherwise stated.
- “Blanket Purchase Order” is an alternate term for Contract.
- “Business Critical” means any function identified in any Statement of Work as Business Critical.
- “Chronic Failure” is defined in any applicable Service Level Agreements.
- “Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work.
- “Contract Administrator” is the designated person with authority to execute and negotiate contracts for the SJCAA.
- “Contract Manager” is the designated person assigned as the liaison between the Contractor and SJCAA in order to monitor and coordinate the activities associated with the contract.
- “Environmentally preferable products” means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the number of toxics either disposed of or consumed.
- “Excusable Failure” has the meaning given in **applicable section below**.
- “Hazardous Material” means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

- “Incident” means any interruption in Services.
- “ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential Bidders.
- “New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
- “Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons.
- “Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
- “Reuse” means using a product or component of municipal solid waste in its original form more than once.
- “RFP” means a Request for Proposal designed to solicit proposals for services.
- “Services” means any function performed for the benefit of the SJCAA.
- “Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
- “Location” means any physical location where the SJCAA performs work. SJCAA Location may include Authority-owned, leased, or rented space.
- “Subcontractor” means a company Contractor delegate’s performance of a portion of the Services to but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
- “Waste prevention” means source reduction and reuse, but not recycling.
- “Waste reduction” or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

- “Work in Progress” means a Deliverable that has been partially prepared but has not been presented to the SJCAA for approval.
- “Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by the Contract.

ARTICLE 1 – STATEMENT OF WORK

Note to Bidders: Proposals must include detailed responses to all tasks as requested in Article 1 and provide all information requested in Article 5. Bidders should provide thorough responses to each task, and/or, when appropriate, state their agreement that the Bidder will provide the requested services. Bidders are encouraged to provide detailed responses in order to allow the SJCAA to fully evaluate the Bidder's capabilities.

As stated in this document, Bidders are reminded that the sole point of contact concerning the RFP is the Buyer, listed on the cover page of this document, is the Terminal Services Supervisor for the SJCAA. Any communication by a potential Bidder regarding this RFP with anyone other than the Buyer during the RFP process may result in disqualification and/or debarment.

Throughout this RFP, language referring to Contract or Contractor(s) refers to any Contract awarded from this RFP. This RFP is not to be construed as a Contract.

Project Identification

Project Request

This is a Request for Proposal (RFP) for Janitorial Services at various buildings and facilities owned or leased by the SJCAA. This formal request is to solicit proposals or price quotations. Bidders must submit written proposals according to the instructions contained within this document, discussing how they will meet the specific requirements.

The locations are: SJCAA locations (see **Attachment 4, Property Map**).

Estimated Square Footage for the following areas:

Main Terminal- 79,641 sq ft.

TSA Screening- 2,444 sq ft.

Concourse Waiting- 42,631 sq ft.

Other areas can be measured for square footage on the walkthrough by the bidders.

Any awarded Contract(s) between the SJCAA and any awarded Contractor(s) is a separate document, whose terms are limited by Article 2.

Background

SJCAA consideration for award(s) for Janitorial Services at the buildings and facilities referenced herein will include attendance at mandatory pre-bid meetings and/or site visits, technical proposal, and/or Bidder Responses to this RFP, and price quotation. All responses/proposals must be in accordance with the specifications and the terms and conditions, as stated within this RFP.

Failure to respond to any requirement may disqualify the Bidder from further consideration and/or participation in this solicitation. To ensure a quality bid result and fair evaluation, the information a Bidder submits in response to these sections must be appropriate and relevant to the project(s) described in this RFP.

Scope of Work and Deliverables

In Scope

The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the services as described in **Attachment 3: Work List and Pricing Sheet**. The required objective is to maintain the facility(s) in such a manner that the location provides a clean, healthy, and safe work environment for occupants and visitors of SJCAA owned and managed facilities.

Work and Deliverable

The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in **Attachment 3: Work List and Pricing Sheet**.

A. Description of Service:

Contractor shall perform the task descriptions that follow, which are the minimum acceptable cleaning performance standards under this Agreement:

1. **Carpet/Rug Cleaning**: All carpets/rugs shall be clean, free of spots, gum, crusted material, spillages, and removable stains. Buildup, spillage or crusted material shall have been removed along with spots, smears and stains. Spot cleaned areas shall blend with adjacent areas. There shall be no evidence of "fuzzing" caused by harsh rubbing or brushing of carpet. Carpet cleaning by hot water extraction at a temperature that will kill and eliminate bacteria. Hot water extraction by truck-mount following carpet scrubbing is the preferred method.
2. **Carpet Cleaning by Thorough Vacuuming**: Carpets shall be clean and free from dust balls, dirt, and other debris; nap on carpet shall lie in one direction upon completion of the vacuuming task. Prior to vacuuming the area, move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.) Be sure to replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt, and other debris. Prior to vacuuming, broom all edges not reached by vacuum. Straight suction vacuuming is not acceptable. ***The agency requires that a motor driven Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas where water and/or snow does not present a problem.*** Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off, and remove to a dumpster. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.
3. **Carpet Cleaning by Hot Water Extraction**: Perform vacuuming, and carpet cleaning by scrubbing and extraction method with commercial grade equipment only (preferably truck mounted equipment). Prior to carpet cleaning all carpeting, including carpet runners, must be thoroughly cleaned as follows:
 - (a) All movable items must be removed from area(s) to be cleaned (i.e., chairs, waste receptacles, all free-standing tables, typing stands, boxes, plants, all temporary floor coverings, etc.) and area thoroughly vacuumed.
 - (b) Thoroughly spray area to be cleaned with approved pre-treats or carpets lane cleaner used at approved dilution. Spray must be applied so those fibers remain damp until cleaned. Chemical should be left to work for 10-15 minutes.

- (c) Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an approved motor driven brush. A minimum of three cleaning passes and two vacuuming only passes must be used. Approved equipment and chemicals, at approved dilutions, must be used.
 - (d) All stains must be removed during the extraction process, using approved chemicals. Great care must be taken to completely remove stain removal chemicals from carpet fiber.
 - (e) Thoroughly spray all cleaned carpet with approved carpet fiber protector at approved dilution. Application must be made with approved sprayer. Carpet track off mats and runners such as those found in building lobby areas, are exempt for this process.
 - (f) Replace all items removed for cleaning. All items moved back into place that have metal of any type that encounter carpeting must be wood blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.
4. **Floor Cleaning /Thorough Sweeping**: Floors shall be clean and free of trash and foreign matter. No dirt or dust shall be left in corners, behind radiators, under furniture or behind doors.
5. **Damp Mopping and Spray Buffing**: Thoroughly damp mop all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Replace all items after the floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. The finished floor must be clean and streak free.
6. **Floor Condition**: Floors shall be slip resistant, free of marks, skipped areas, streaks, and mop strands. Walls, baseboards and other surfaces shall be free of splashing and marks from the equipment. The finished area should have a uniform luster. There shall be no buildup of finish in corners. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles, and dirt streaks. Leave no dirt in corners, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up. Leave no dirt, trash, or foreign matter under desks, tables, or chairs.
7. **Wet Mopping and Scrubbing**: The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar, and foreign substances from the floor surfaces. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry, and corners and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets, and other similar items must not be stacked on desks, tables, or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

8. **Stripping and Sealing**: Completely remove all dirt, wax, and other foreign substances in returning the floor to its original surface. Apply a thin coat of sealer with caution to prevent streaking or bleaching of the floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids. See below for Terrazzo floors as this does not apply.

9. **Waxing and Buffing**: Certain floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped, and machine buffed to a polished appearance with a high-speed buffer. See below for Terrazzo floors as this does not apply. Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions. Chairs, wastebaskets, and other similar items must not be stacked on desks, tables or windowsills, nor used in place of a stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in their original positions upon completion. Baseboards, walls, furniture, and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition. See below for Terrazzo floors as this does not apply.

10. **Terrazzo**: Maintenance shall be provided in accordance with an SJCAA approved floor care product. Current acceptable maintenance procedures are included in **Attachment 2, Terrazzo Floor Care Manual**.

11. **Signage**: Contractor must place appropriate SJCAA approved signage when necessary (i.e., Out of Order, Wet Floor, etc.).

12. **Damp Wiping**: This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution must contain an appropriate cleaning agent. When damp wiping in toilet areas, use a multi-purpose disinfectant and deodorizer.

13. **Empty Waste Receptacles**: Empty all containers that are provided for the disposal of waste (i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc.) into plastic bags, tie off, and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal. Liners must be used in all waste receptacles and must be changed daily. Liners must be tucked into receptacles to not be visible around rim. Waste containers in restrooms, break rooms, lunchrooms, and conference rooms must be inspected daily and changed as needed.

14. **Fill Sanitizing Dispensers**: SJCAA owned sanitizing dispensers of all types must be checked daily and filled when necessary, using airport provided sanitizing solution. This will be stored in equipment closets and purchased by SJCAA.

15. **Restroom Cleaning:** When restroom cleaning, scheduled or by SJCAA request during the day, an approved sign must be placed at the entrance warning patrons that the restroom is closed. A schedule for closing restrooms must be established with the Contract Manager in advance. This schedule must allow for restrooms to be opened during flight operations in a clean state. The Contract Manager must approve any changes to this schedule prior to any changes being made.
- a. Fill Dispensers (Restroom Cleaning): Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, hygiene products, paper towels, sanitizer, etc.).
 - b. Disinfect (Restroom Cleaning): Clean and disinfect waste receptacles and dispensers inside and outside. Use proper chemicals for surface to be cleaned at proper dilution. After the item has been cleaned completely, wipe item with approved disinfectant solution and allow to air dry.
 - c. Clean and Disinfect Sinks (Restroom Cleaning): Thoroughly clean all sinks, including bottom, faucets, and spigots, with approved crème cleanser. Rinse thoroughly as all crème cleanser residues must be removed. Then wipe each item with an approved disinfectant solution and allow to air dry.
 - d. Clean Glass and Mirrors (Restroom Cleaning): Thoroughly clean all glass and mirrors using an approved alcohol-based glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.
 - e. Clean and Disinfect Toilets and Urinals (Restroom Cleaning): Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. Approved acid cleaner may not be used more than once per month and should be used on the interior of toilet or urinal only. Great care must be taken to avoid any chrome when acid cleaner is used. Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Buff-dry to a streak, smear and smudge free "shine". Leave seats in a raised position.
 - f. Clean and Disinfect Walls, Doors, Partitions and Handrails (Restroom Cleaning): Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved disinfectant solution and allow to air dry.
 - g. Damp Mop - Disinfectant (Restroom Cleaning): Thoroughly damp mop all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after the floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free. Thoroughly damp mop floor with approved disinfectant solution. Allow to air dry.

Note: All disinfectant solutions must be changed after each restroom cleaning. The disinfectant solution used for the damp mopping process is

to be emptied down the floor drain in each restroom. This practice will help reduce unpleasant odors coming from the floor drains.

16. **Clean and disinfect Showers, Shower Walls and Stalls (Restroom/Locker Room where applicable)**: Thoroughly clean all showers, including bottom, faucets, and spigots, with approved crème cleanser. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), vacant lockers, partitions, and handrails with properly approved chemicals and proper approved dilution. Remove buildup of lime and soap scum. Rinse thoroughly as needed, then wipe all areas with approved disinfectant solution and allow to air dry once per month.
17. **Service Restroom**: Visually check - dispensers must be filled, trash removed, and restrooms spot cleaned as needed and as requested by SJCAA.
18. **Issue Work Orders**: If broken, damaged, or unacceptable conditions are found by custodial staff, a work order should be issued by the airport's up-to-date work order protocol.
19. **Remove Carpet Runners (as applicable)**: Carpet runners must be removed from the floor to allow for proper cleaning, as needed. Be sure to remove excess water from the runner with an approved wet pick up vacuum before carpet runners are removed. Carpet runners must be extracted as specified during ice melt/salt usage, to maintain a clean appearance.
20. **Replace Carpet Runners (as applicable)**: After the floor has been properly cleaned and is completely dry, replace carpet runners in their original location.
21. **Cleaning/Disinfecting Drinking Fountains**: Thoroughly clean entire exterior surface with approved crème cleanser. The grain of stainless steel must be followed at all times. Rinse thoroughly as all crème cleanser must be removed. Wipe the entire surface with approved disinfectant solution and wipe dry utilizing a clean, soft cloth and wipe item dry.
22. **Stainless Steel (Brass) Cleaning (Elevators, Doors, Trim, Restroom Stalls, etc.)**: Thoroughly clean all stainless steel (brass) not previously mentioned with approved cleaner and a clean, soft cloth. Great care must be taken to follow the grain of the stainless steel at all times when cleaning.
23. **Cleaning, High Traffic Areas**: High traffic area is any area that would receive heavy traffic and that would require cleaning as specified. Areas would include corridors, lobbies, waiting areas, conference rooms, or any area so designated by the Contract Manager.
24. **Scrub - Restroom Floors/Hard Surface Stairwell Floors**: Close restrooms during a non-high traffic period. Remove all movable objects from area and place approved "closed" signage to area prior to completion of task.
 - (a) Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow the solution to dry.

- (b) Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean.
 - (c) Use a wet vacuum to pick up dirty solution.
 - (d) Thoroughly mop rinse the area with clean cotton mop and clean water. Make sure all walls, doors, etc. are also thoroughly rinsed.
 - (e) Thoroughly mop rinse a second time with a clean cotton mop and clean water. Make sure all walls, doors, etc. are also thoroughly rinsed a second time.
 - (f) After the floor is thoroughly dry, replace all objects moved from area. Remove signs and reopen.
 - (g) Scrub all walls including partitions.
25. **Wall Spot Cleaning:** Thoroughly clean all spots, smudges, stains, etc. from walls, partitions and modular partitions using approved chemicals at approved dilutions. Thoroughly clean the entire exterior surface with approved crème cleanser. The grain of stainless steel must be followed at all times. Rinse thoroughly as all crème cleanser must be removed. Wipe the entire surface with approved disinfectant solution and wipe dry utilizing a clean, soft cloth and wipe item dry. Wipe dry with clean, soft cloth. Also thoroughly clean all interior glass with approved alcohol-based glass cleaner and wipe dry with clean dry cloth. All surfaces must be dirt and streak free.
26. **Dusting:** There shall be no obvious dust streaks. Corners, crevices, molding, and ledges (including heating) shall be free of all obvious dust. There shall be no oils, spots or smudges on desks or dusted surfaces. Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water-based dust control chemical, up to and including ceiling vents, air bars, and lighting devices, window blinds, etc. Do not move dusting residue from spot to spot but remove directly from the areas in which dirt lies by the most effective means appropriate, treated dusting cloths or vacuum tools.
- (a) Leave no dust streaks.
 - (b) Leave corners, crevices, molding, and ledges free of dust and cobwebs.
 - (c) Leave no oil spots or smudges on dusted surfaces caused by dusting tools.
27. **Horizontal surfaces:** Include, but are not limited to, counter tops, file cabinets, tables, coatracks, etc. All moveable items must be lifted and dusted under. Do not disturb work papers. Dusting high and low includes, but is not limited to, partition tops, pictures, chair rungs, etc. Dust blinds.
28. **Clean Air Bars and Vents:** Vacuum excess dust and dirt from air bars. Damp wipe clean with approved disinfectant solution and wipe dry as needed or every 3 months.
29. **Glass Cleaning (Entrance/Lobby):** Glass Cleaning is a part of the overall task of entrance/lobby cleaning. Glass cleaning shall be performed as specified. It is expected that all entrance/lobby glass, including doors, and windows (to the limit of reach from floor level) shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, or window to accomplish clean glass.

30. **Emergency Clean Up:** SJCAA shall assign, when and where needed, cleanup duties to the contractor when an emergency occurs. Cleaning tasks may include dusting, vacuuming, mopping, carpets extraction, window washing, or other tasks defined in the Task Definitions herein.
31. **Rubbish Removal:** Rubbish from a central location is the responsibility of the SJCAA. The Contractor must bag all waste material and place inside containers provided for that purpose. The Contractor must sort recyclable materials, mark appropriately, and place in appropriate containers.
32. **Replenish Supplies:** The contractor is responsible for the purchase and supply of materials in all locations listed on **Attachment 3: Work List and Pricing Sheet.**
33. **Hazardous Conditions:** Conditions that may be questionable or deemed Hazardous (i.e., such as burned-out lights, loose railings, ceiling tiles, exposed wiring, broken windows, etc.) must be reported by custodial staff to Contract Manager verbally followed by written notification to the Contract Administrator with date of observation.
34. **Biohazard Cleanup:** The contractor is responsible for cleaning, disinfecting, and delivery of biohazardous materials to the Safety Department for removal. The contractor is responsible for providing proper equipment and training to all personnel in order to respond at all times. The contractor must provide necessary blood borne pathogen and biohazard training to all on-site employees.

B. Equipment

1. Contractor shall furnish all equipment and supplies, other than SJCAA provided supplies and equipment.
2. Contractor must utilize cleaning equipment that meets the approval of the Contract Administrator. The use of any powdered scouring cleansers is expressly prohibited.
3. Contractor shall furnish all power equipment such as floor machines, vacuum systems, carpet cleaning systems, etc. and all other equipment.
4. Contractor's equipment used in office areas must not exceed the noise level of 85 decibels at 5 feet, which will be less disruptive to office workers. Noisy equipment must also not be used during busy operating hours in public areas and during office hours for staff.

C. Supplies

1. Contractor must supply all cleaners, finishes, etc. for the treatment of various types of flooring and/or carpeting. Use only such materials as are recommended and approved by the Contract Administrator.
2. Contractor shall submit and maintain a complete list, by brand names and product numbers, of all supplies to be used in fulfilling this contract and shall submit a Safety Data Sheet (SDS) prior to starting any work.
3. Right is reserved by SJCAA to accept or reject any items listed on the SDS and inspect the SDS program.
4. Contractor must immediately furnish an acceptable substitute for any item rejected by the SJCAA.
5. Contractor shall attempt to source sustainable and environmentally friendly supplies as best practical.
6. Contractor shall provide a list of the janitorial supplies that it will utilize for this project, including manufacturer's name and proposed annual estimated quantities, as follows:

SUPPLIES				
Type	Project Function / Purpose	Manufacturer	Product	Quantity

Roles and Responsibilities

A. Contractor Staff Roles and Responsibilities

Personnel

1. Contractor shall be responsible for all administrative functions and resources related to its personnel, including staff recruitment, interviewing, use of electronic equipment (i.e., computers, telephones, printers, etc.).
2. Contractor shall authorize a project-manager to oversee this Contract and provide contact information (that includes contact-availability 24 hours per day, seven days per week, in case of an emergency or in case the SJCAA otherwise needs to contact Contractor outside of the approved, regular schedule).
3. Contractor must provide name of all staff authorized to be on the properties and include the contact-telephone number(s) of any supervisor(s) for that staff.
4. Contractor shall identify and provide personnel requirements by number and skill as well as contact information for all staff employed in the implementation of the SJCAA approved project work-plan

(including executive staff and management) and shall indicate the specific functions of each assigned individual staff for at least the following positions:

- (a) Project Manager
 - (b) Supervisor(s) or Inspector(s)
 - (c) Staff providing or implementing service(s)
 - (d) Subcontractor(s)
5. Contractor agrees that the agency's Contract Administrator shall issue final determination and approval of Contractor staff and suitability for assignment to a specific location. Issues, problems, or denial of a staff appointment will be addressed with the Contractor's Project Manager.
 6. Contractor further agrees that:
 - (a) SJCAA reserves the right to approve all personnel for this Contract and to require replacement of any staff determined to be unacceptable at any time during implementation of the project and, that;
 - (b) SJCAA may require Contractor to immediately remove any of its staff from the SJCAA premises, and, that;
 - (c) It will assume any and all responsibilities relating to such a removal; and, further agrees that;
 - (d) Any Contractor employee so removed may **not** be placed or relocated to another Subcontractor under this agreement.
 7. Contractor shall be responsible for repair, replacement, or cleanup as necessary due to the Contractor or its staff's implementation of services under this Agreement.
 8. Contactor shall provide information and support towards airport-maintained accreditations and certifications.

Supervision

1. Contractor shall provide all supervision as may be necessary to oversee its personnel.
2. The Contractor's site supervisor or superintendent shall be a qualified and trained person, whom, on a full-time basis and is designated in writing, as the Contractor's representative at the site. Any person who functions as an attendant is not considered a supervisor.
3. Contractor shall exercise all supervisory control and general control over all day-to-day operations of their employees, including control over all worker's duties. At the conclusion of each service, the Contractor shall inspect the facility for completion and performance quality of the required services. The Contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, sick leave, pension benefits, vacations, medical benefits, life insurance, or unemployment compensation or the like. The Contractor shall discipline their employees as needed including firing and hiring.
4. Contractor must maintain a secure environment while servicing the facility. The Contractor shall comply with all security regulations and special working conditions as required by the SJCAA. No one is allowed into the facility other than those individuals responsible for performing services.

5. The SJCAA may require the Contractor to immediately remove any employee(s) from the agency's premises for just cause. The Contractor will assume any and all responsibilities relating to this removal. Any employee removed may not be placed back at the SJCAA without prior SJCAA approval.
6. The Contract Administrator shall make the final determination of a Contractor's employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

Employee Conduct

1. Contractor hereby agrees that its employees, Subcontractor personnel, and all other individuals Contractor permits on SJCAA property, for purposes of implementing this Contract, shall be subject to the rules and guidelines established by the SJCAA as well as subject to the respective departmental policies and procedures relating to the SJCAA.
2. Further, Contractor agrees that its employees, Subcontractor personnel, and all other individuals Contractor permits on SJCAA property, for purposes of implementing this Agreement, shall:
 - (a) Wear the badge in plain view indicating the employee's name and company name in letters not less than 1/4 inch in height.
 - (b) Wear clean and neat uniforms with company logo on the outermost garment at all times while working. SJCAA may at any time request uniform changes.
 - (c) Daily report potentially hazardous conditions and items in need of repair including office lighting, emergency and exit lights, plumbing and water cooler problems, etc., to the SJCAA.
 - (d) Report immediately and turn over all lost and found articles recovered to the SJCAA.
 - (e) Not bring or meet personal visitors (i.e., children, relatives, etc.) to the airport.
 - (f) Not consume alcoholic beverages nor use narcotics while on duty nor be under the influence when reporting for duty.
 - (g) Not receive or initiate personal telephone calls from SJCAA-owned or operated telephones or other communication equipment.
 - (h) Not play radios or other sound equipment without the Contract Administrator's approval.
 - (i) Not fraternize with SJCAA staff, clients, tenants, or visitors to the building nor unnecessarily disrupt tenants from their work while performing their contractual duties.
 - (j) Secure facility (i.e., lock doors, turn off lights, etc.), as applicable and required, after cleaning is completed in an assigned area.

B. SJCAA Staff Roles and Responsibilities

The SJCAA shall assign a departmental designee for each location, who:

1. Shall provide the Contractor, prior to the term of the contract, general and specific orders detailing janitorial services at each contracted location, including approval of the Final Work Plan per building location.
2. Give additional written or oral instructions to clarify the desired performance as is determined by the SJCAA to be needed.
3. Provide necessary, registered and returnable keys, or other needed security information, for the Contractor's entrance to areas of the buildings necessary for the completion of described work after award of contract.
4. Assure that an area is furnished, when necessary, for storage of the Contractor's equipment and supplies; however, Contractor must be held solely responsible for all items stored or secured on SJCAA premises.
5. However, management or administration of any contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications to this contract: that authority is retained solely by SJCAA.

Contract Implementation Period/Transition/Orientation

The SJCAA Contract Manager will administer the contract on a day-to-day basis during the term of the impending contract. However, administration of any contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specification of such contract.

Before commencement of work by a new contractor, the SJCAA Contract Administrator will:

1. Schedule a meeting with the Contractor to walk-through the facility to identify where closets are located, water sources, alarms, and any other information or specifics related to the building or location that is needed to implement the services described in this contract.
2. Exchange emergency telephone numbers where the Contractor can be reached day or night and where Contract Manager can be reached.
3. Review and approve a list of Contractor's cleaning supplies and Safety Data Sheets (SDS) from Contractor (which may also include personally inspecting or verifying the products);
4. Inspect and verify Contractor's Equipment is in good operating condition;

Note that:

- (a) Equipment with worn or damaged electrical cords are unacceptable;

- (b) Household grade equipment is unacceptable;
 - (c) A motor driven, commercial grade vacuum with HEPA filtered exhaust, or other equipment that meets these standards, is exclusively required for use in all carpeted areas where water and/or snow does not present a problem at SJCAA facilities.
5. Issue written approval of a final schedule for delivery of all basic services and for delivery of all periodic services to be provided (including window cleaning services), per **Attachment 3: Work List and Pricing Sheet**.
 6. Establish a schedule for routine or schedule face-to-face meetings on site (especially within first 6 months).
 7. Provide keys to the building and any security clearances or other information to the Contractor as may be required for its staff to begin delivering services.
 8. Initiate and complete any required background checks on Contractor-staff, including liens or criminal history checks, pursuant to respective SJCAA, FAA and TSA Policy(ies) (see Article II for more information regarding Background checks). Contractor will need to pay for and ensure that all staff is in compliance with badge and airport procedures.
 9. Issue written approval of Contractor's Final Work Plan.

Once contractor begins providing service, the SJCAA's Contract Administrator:

1. Shall provide written correspondence to the Contractor, verifying any actions agreed to, informing Contractor of any deficiencies and allowing the opportunity to correct such deficiencies. (However, if deficiencies continue, a formal complaint to vendor or vendor performance report will be filed.)
2. Inform Contractor where to forward invoices for immediate processing and payment.
3. Be available to answer questions from the Contractor.

Project Plan

Project Plan Management

1. For each location, a project work plan for managing implementation of the services shall be specified and submitted to the Contract Administrator for review and approval.
2. Project work plan shall identify methods, tools and processes proposed to oversee the project, address issues and changes as may arise, and keep the appropriate parties apprised of progress.
3. Contractor will carry out this project under the direction and control of the Contract Administrator for the respective locations where services are to be performed.

4. Contractor shall meet with the Contract Manager on a basis to be established by Contract Administrator and Contractor, but shall meet quarterly, at a minimum, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.
5. Contractor's Work Plan, which must be approved prior to commencement of work, must include the following:
 - (a) Schedule Of Operations - personnel expected to complete work on the Contract.
 - (b) Name(s) of supervisors – 24-hour contact telephone numbers and best contact times.
 - (c) Equipment failure **WILL NOT** constitute an acceptable reason for failure to provide service. Adjustments to providing this service, including any weather-related deviations, must be approved by the Contract Administrator or designated representative.
 - (d) Proof of Insurance as defined in the Standard Terms and Conditions attached to this document must be provided to the SJCAA **prior** to Contract award.
 - (e) Any misrepresentation by the Contractor of its ability to perform the work described in this RFP will be grounds for immediate termination. In such case, the Contract will be awarded to the next highest scoring bidder who can demonstrate the ability to perform the work.
6. Annual Service Review and Progress Meeting
 - (a) The SJCAA may request an audit of the services provided each year under the specifications, terms, and conditions of the Contract. The audit will be a joint activity of the Contracting Agency and SJCAA.
 - (b) An unsatisfactory audit may result in cancellation of the Contract under the terms of the Cancellation Clause in the Contract. Further, should the Contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.
 - (c) The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the Contract.
 - (d) Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 calendar days of the date the Contractor received, or could have reasonably been expected to receive, their copy of the audit. This meeting will provide an opportunity for the Contractor to present their reactions to audit recommendations.

Reports

Acceptance Criteria

The following criteria will be used by the SJCAA to determine Acceptance of the Services or Deliverables provided under this Statement of Work (SOW).

1. The Contract Administrator will conduct periodic inspections for all specifications identified in the Contract and will provide performance evaluations to the Contractor noting any deficiencies. The Contract Administrator (or his/her appointed representative) shall make the final determination as to whether any task has been satisfactorily performed.
2. Contractor must remain responsible to make any necessary changes if the Contract Manager determines that any task has not been performed adequately or satisfactorily. Contractor must correct the deficiency within 24 hours from notice of the deficiency, or sooner depending on the severity of the task unless otherwise approved by the Contract Administrator.
3. Should the Contractor fail to correct specification deficiencies, a complaint is filed by the Contract Administrator. Repeated failure to correct specification deficiencies resulting in the issuance of subsequent complaints may result in cancellation of the Contract.
4. The Contractor should provide inspection reports weekly in standard with the airport's Global Biorosk Advisory Council (GBAC) Accreditation.

Criteria for Vendor Performance

The following criteria will be used by the SJCAA to determine "Acceptance" of the Services provided under this SOW (also see Article 2, Performance).

1. Frequency of tasks (i.e., Daily, Weekly, Monthly, etc.); and,
2. Completion of the tasks as identified on **Attachment 3: Work List and Pricing Sheet**, that will include:
 - Staffing;
 - Periodic inspections;
 - Complaints received; and,
 - Inspection Reports.

Proposal Pricing

Proposal Pricing

For authorized Services and Price List, see **Attachment 3: Work List and Pricing Sheet**.

Price Term

Firm Fixed Price Economic Price Adjustment

The SJCAA reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). The SJCAA also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Requests for price changes shall be RECEIVED IN WRITING AT LEAST SIXTY DAYS PRIOR TO THEIR EFFECTIVE DATE and are subject to written acceptance before becoming effective.

Tax Excluded from Price

Sales Tax: For purchases made directly for the SJCAA, the SJCAA is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for SJCAA Sales Tax will be furnished upon request.

Federal Excise Tax: The SJCAA may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the SJCAA's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

ARTICLE 2 – TERMS AND CONDITIONS

Contract Structure and Term

Contract Term

This Contract is for a period of three (3) years beginning 11/1/2023 through 10/31/2026. All outstanding Purchase Orders must also expire upon the termination of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's SJCAA term, will remain in effect for the balance of the fiscal year for which they were issued.

Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 60 days before its expiration. The Contract may be renewed for up to two (2) additional three (3) year periods and then can continue on a year-to-year renewal basis until the either party terminates the contract.

Legal Effect

Contractor shall show acceptance of the Contract by signing two (2) copies of the Contract and returning them to the SJCAA Executive Director or designee. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the SJCAA assumes no liability for costs incurred by Contractor or payment under the Contract, until Contractor is approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of the Contract.

Ordering

The SJCAA will issue a written Purchase Order or Blanket Purchase Order, which must be approved by the SJCAA or SJCAA designee, to order any Services/Deliverables under the Contract. All orders are subject to the terms and conditions of the Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work.

Order of Precedence

- (a) The Contract, including any Statement of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Ordering**.
- (b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only);

provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity, and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

Contract Administration

Issuing Office

The Terminal Services Supervisor (TSS) and Operations Manager (or designee) are the points of contact in the SJCAA regarding all procurement and contractual matters relating to the Contract. The TSS, Operations Manager, or an identified designee are **the only SJCAA office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.**

St. Joseph County Airport Authority
Operations Manager and/or Terminal Services Supervisor
4477 Progress Drive
South Bend IN 46628
sbrady@sbnair.com
574-800-3241

Contract Administrator

After the SJCAA receives the properly executed Contract, it is anticipated that the Contract Administrator will direct or designate a person, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by the Operations Manager or designee.**

Change Requests

The SJCAA reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During

the course of ordinary business, it may become necessary for the SJCAA to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the SJCAA would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the SJCAA, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- a) By giving Contractor written notice within a reasonable time, the SJCAA must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under the Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Operations Manager or designee.
- c) If the SJCAA requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the SJCAA that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the SJCAA before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the SJCAA, retract any out-of-scope work that would adversely affect the Contract.

Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

**St. Joseph County Airport Authority
Operations Manager and/or Terminal Services Supervisor
4477 Progress Drive
South Bend IN 46628**

Either party may change its address where notices are to be sent by giving notice according to this Section.

Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

Relationship of the Parties

The relationship between the SJCAA and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the SJCAA for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and Subcontractors during the performance of the Contract.

Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition, or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

Assignments

- a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the SJCAA may assign the Contract to any other SJCAA, department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The SJCAA may withhold consent from proposed assignments, subcontracts, or novation's when the transfer of responsibility would operate to decrease the SJCAA's likelihood of receiving performance on the Contract or the SJCAA's ability to recover damages.
- b) Contractor may not, without the prior written approval of the SJCAA, assign its right to receive payments due under the Contract. If the SJCAA permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.
- c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the SJCAA in writing at least 120 days before the assignment. The Contractor also must provide the SJCAA with adequate information about the assignee within a reasonable amount of time before the assignment for the SJCAA to determine whether to approve the assignment.

General Provisions

Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written SJCAA approval, and then only in accordance with the explicit written instructions from the SJCAA. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the SJCAA and then only to persons designated.

Contract Distribution

SJCAA retains the sole right of Contract distribution to all unless otherwise approved by the SJCAA in advance.

Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation, and performance of the Services. The SJCAA must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way. A SJCAA building permit is required for all new construction, or any alteration, modification, addition, or subtraction, to any leased space (whether owned by the St. Joseph County Airport Authority or private entity). A Building Permit Application for South Bend International Airport should be submitted to the Contractor when required.

Website Incorporation

The SJCAA is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the SJCAA has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the SJCAA.

Future Bidding Preclusion

Contractor acknowledges that, to the extent the Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The SJCAA reserves the right to disqualify any Bidder if the SJCAA determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

Freedom of Information

All information in any proposal submitted to the SJCAA by Contractor and the Contract is subject to the provisions of the ARPA requirements under Indiana State Law.

Disaster Recovery

Contractor and the SJCAA recognize that the SJCAA provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under the Contract will provide the SJCAA with priority service for repair and work around in the event of a natural or man-made disaster.

Financial Provisions

Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under the Contract is subsequently reduced by the SJCAA, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under the Contract, the SJCAA shall not be obligated to pay any amounts in addition to the charges specified in the Contract.

Invoicing and Payment – In General

(a) Each Statement of Work issued under the Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the SJCAA accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the SJCAA is contingent on the Contractor's invoices showing the amount owed by the SJCAA minus any holdback amount to be retained by the SJCAA in accordance with applicable sections.

(c) Correct invoices will be due and payable by the SJCAA, in accordance with the SJCAA standard payment procedure. The Contractor agrees it will not charge the SJCAA any additional late fees or charge interest on unpaid balances as long as the SJCAA is processing payment under its standard procedures.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contractor Administrator or their designee and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the SJCAA.

Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

Antitrust Assignment

The Contractor assigns to the SJCAA any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of the Contract.

Final Payment

The making of final payment by the SJCAA to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the SJCAA under the Contract shall constitute a waiver of all claims by Contractor against the SJCAA or payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

Taxes

Employment Taxes

Contractors are expected to collect and pay all applicable federal, county, and local employment taxes.

Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the SJCAA. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of

which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the SJCAA are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

Contract Management

Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or an SJCAA approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the SJCAA as if they were employees of Contractor for the Contract only; however, the SJCAA understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

Re-assignment of Personnel at the SJCAA Request

The SJCAA reserves the right to require the removal of any personnel found, in the judgment of the SJCAA, to be unacceptable. The SJCAA's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the SJCAA's request must be based on legitimate, good-faith reasons, including any background or TSA/FAA requirements. Replacement personnel for the removed person must be fully qualified for the position. If the SJCAA exercises this right, and the Contractor cannot immediately replace the removed personnel, the SJCAA agrees to an equitable adjustment in schedule or other terms that may be affected by the SJCAA required removal.

Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties primarily at the SJCAA facilities. Without limiting the generality of the foregoing, key personnel will, at a minimum, spend at least the amount of time on-site at SJCAA facilities as indicated in the applicable Statement of Work.

Contractor Identification

Contractor employees must be clearly identifiable while on SJCAA property by wearing an SJCAA issued badge, as required. When on duty, Contractor employees must wear clothing professional in nature and appearance with the Contractor identification. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with SJCAA personnel by telephone or other means.

Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the SJCAA and its agents and other Contractors. As reasonably requested by the SJCAA in writing, the Contractor will provide to the SJCAA's agents and other Contractors reasonable access to Contractor's Project personnel, systems, and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities.

Contractor Return of SJCAA Equipment/Resources

The Contractor must return to the SJCAA any SJCAA-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the SJCAA, reasonable wear and tear excepted.

Contract Management Responsibilities

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the SJCAA will consider the Contractor to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The SJCAA reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the SJCAA, in writing, prior to such change.

Subcontracting by Contractor

SJCAA Consent to Delegation

Contractor shall not delegate any duties under the Contract to a Subcontractor unless the SJCAA has given written consent to such delegation. The SJCAA shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the SJCAA, to be unacceptable. The SJCAA's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the SJCAA's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the SJCAA exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the SJCAA will agree to an equitable adjustment in schedule or other terms that may be affected by the SJCAA required removal.

Subcontractor Bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the Contract, assumes toward the SJCAA. The SJCAA reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the SJCAA. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the SJCAA and Contractor, the SJCAA will not be obligated to direct payments for the Services other than to Contractor. The SJCAA's written approval of any Subcontractor engaged by Contractor to perform any obligation under the Contract shall not relieve Contractor of any obligations or performance required under the Contract.

Flow Down

Except where specifically approved in writing by the SJCAA on a case-by-case basis, Contractor shall flow down the obligations in all its agreements with any Subcontractors.

Competitive Selection

The Contractor shall select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

SJCAA Responsibilities

Equipment

The SJCAA will provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

Facilities

The SJCAA must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at SJCAA facilities (collectively, the "SJCAA Facilities"). The Contractor must have reasonable access to and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the SJCAA Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the SJCAA, use any SJCAA Facilities or access any SJCAA information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the SJCAA.

Security

Background Checks

The SJCAA may investigate the Contractor's personnel before they may have access to SJCAA facilities and systems. The scope of the background check is at the discretion of the SJCAA, and the results will be used to determine Contractor personnel eligibility for working within SJCAA facilities and systems. The results may not be disclosed with the Contractor. Any request for background checks will be initiated by the SJCAA and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the SJCAA's security and acceptable use policies for SJCAA IT equipment and resources. Furthermore, Contractor personnel will be expected to agree to the SJCAA's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the SJCAA. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the SJCAA as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable Federal, State, Local and SJCAA laws and regulations pertaining to unauthorized disclosures. Contractor and the SJCAA will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the SJCAA in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within ten (10) days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

Confidentiality

Confidentiality

Contractor and the SJCAA each acknowledge that the other possesses and will continue to possess Confidential Information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the SJCAA as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the SJCAA must mean any information which is retained in confidence by the SJCAA (or otherwise required to be held in confidence by the SJCAA under applicable Federal, SJCAA and local laws and regulations or which, in the case of tangible materials provided to Contractor by the SJCAA under its performance under the Contract, is marked as confidential, proprietary or with a similar designation by the SJCAA. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Indiana ARPA Laws.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the SJCAA that Contractor has destroyed all SJCAA Confidential Information.

Exclusions

Notwithstanding the foregoing, the provisions of **with all previous applicable sections** will not apply to any particular information which the SJCAA or Contractor can demonstrate:

- (i) was, at the time of disclosure to it, in the public domain;
- (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **applicable sections** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of the Contract for any reason.

Records and Inspections

Inspection of Work Performed

The SJCAA's authorized representatives must at all reasonable times, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. At all reasonable times, the SJCAA's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities.

Examination of Records

For seven (7) years after the Contractor provides any work under this Contract (the "Audit Period"), the SJCAA may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The SJCAA must notify the Contractor 20 days before examining the Contractor's books and records. The SJCAA does not have the right to review any information deemed Confidential by the Contractor to the extent access would require the Confidential Information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the SJCAA at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

Audit Resolution

If necessary, the Contractor and the SJCAA will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the SJCAA must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

Errors

(a) If the audit demonstrates any errors in the documents provided to the SJCAA, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than 12 invoices. If a balance remains after 12 invoices, then the remaining amount will be due as a payment or refund.

- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all the reasonable costs of the audit.

Warranties

Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the SJCAA by Contractor or developed by Contractor under the Contract, and Contractor has all of the rights necessary to convey to the SJCAA the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by the Contractor to the SJCAA under the Contract, nor their use by the SJCAA, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.

(e) It is qualified and registered to transact business in all locations where required.

(f) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the SJCAA under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. Contractor must notify the SJCAA about the nature of the conflict or appearance of impropriety within two (2) days of learning about it.

(g) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the SJCAA would be influenced. Contractor must not attempt to influence any SJCAA employee by the direct or indirect offer of anything of value.

(h) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract.

(i) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(j) All financial statements, reports, and other information furnished by Contractor to the SJCAA as part of its response to the RFP or otherwise in connection with the award of the Contract fairly and accurately

represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(k) All written information furnished to the SJCAA by or for the Contractor in connection with the Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(l) It is not in material default or breach of any other Contract or agreement that it may have with the SJCAA or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any Contract with the SJCAA or any of its departments that was terminated by the SJCAA or the department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the Contract.

(m) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after Contract award, the Contractor is required to report those changes immediately to the Contract Administrator.

Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of the Contract.

Insurance

Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the SJCAA from claims which may arise out of or result from the Contractor's performance of services under the terms of the Contract, whether the services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the SJCAA, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under the Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the SJCAA.

The insurance must be written for not less than any minimum coverage specified in the Contract or required by law, whichever is greater.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the SJCAA must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance below:

A. Commercial General Liability with the following minimum coverage:

- \$1,000,000 General Aggregate Limit other than Products/Completed Operations
- \$2,000,000 Products/Completed Operations Aggregate Limit
- \$1,000,000 Personal & Advertising Injury Limit
- \$1,000,000 Each Occurrence Limit

The Contractor must list the SJCAA as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

B. If a motor vehicle is used to provide services or products under the Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage in an amount of not less than one million dollars (\$1,000,000) on a per occurrence basis.

The Contractor must list the SJCAA as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

C. Workers' compensation coverage in an amount not less than statutory requirement, must be provided according to applicable laws governing the employees and employers work activities in the SJCAA of the Contractor's domicile in addition to Employer's Liability Insurance in an amount of not less than one million dollars (\$1,000,000) per accident with respect to bodily injury, death, disease, or disability. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the SJCAA of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

D. Employers liability insurance with the following minimum limits:

- \$1,000,000 each Accident
- \$1,000,000 each employee by disease
- \$5,000,000 aggregate disease

Subcontractor Insurance Coverage

Except where the SJCAA has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all its Subcontractors under the Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

Certificates of Insurance and Other Requirements

Contractor must furnish to SJCAA, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The contract or purchase order number must be shown on the Certificate of Insurance to assure correct filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for ten (10) days for non-payment of premium, having been given to the SJCAA Property Manager. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the SJCAA and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least one (1) year following the expiration or termination for any reason of the Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under the Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in the Contract, or if any insurer cancels or significantly reduces any required insurance as specified in the Contract without the SJCAA's written consent, then the SJCAA may, after the SJCAA has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The SJCAA may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the SJCAA.

Indemnification

General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the SJCAA from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of the Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

Employee Indemnification

In any claims against the SJCAA, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the SJCAA from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the SJCAA to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the SJCAA's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the SJCAA the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the SJCAA's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the SJCAA with appropriate credits to the SJCAA against the Contractor's charges and reimburse the SJCAA for any losses or costs incurred as a consequence of the SJCAA ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the SJCAA for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the SJCAA; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the SJCAA; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under the Contract.

Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under the Contract.

(a) After the SJCAA receives notice of the action or proceeding involving a claim for which it will seek the SJCAA must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the SJCAA relating to any claim, the Contractor must notify the SJCAA in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the SJCAA receiving Contractor's Notice of Election, the SJCAA is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the SJCAA in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the SJCAA is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the SJCAA about the status and progress of the defense; (ii) the Contractor must, at the request of the SJCAA, demonstrate to the reasonable satisfaction of the SJCAA, the Contractor's financial ability to carry out its defense and indemnity obligations under the Contract; (iii) the Contractor must periodically advise the SJCAA about the status and progress of the defense and must obtain the prior written approval of the SJCAA before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of governmental or public law may be involved or challenged, the SJCAA has the right, at its own expense, to control the defense of that portion of the claim involving the principles of governmental or public law. But the SJCAA may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the SJCAA's receipt of Contractor's information requested by the SJCAA under clause (ii) of this paragraph if the SJCAA determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the SJCAA the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the SJCAA.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the SJCAA as provided above, the SJCAA may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the SJCAA, upon request of the SJCAA, Contractor must promptly reimburse the SJCAA for all the reasonable costs and expenses.

Termination/Cancellation

Notice and Right to Cure

If the Contractor breaches the Contract, and the SJCAA in its sole discretion determines that the breach is curable, then the SJCAA will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the SJCAA determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

Termination for Cause

(a) The SJCAA may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the SJCAA

(b) If the Contract is terminated for cause, the Contractor must pay all costs incurred by the SJCAA in terminating the Contract, including but not limited to, SJCAA administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the SJCAA may incur to procure the Services/Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the SJCAA chooses to partially terminate the Contract for cause, charges payable under the Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the SJCAA must

pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the SJCAA terminates the Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of Contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the Contract for a termination for convenience.

Termination for Convenience

The SJCAA may terminate the Contract for its convenience, in whole or part, if the SJCAA determines that a termination is in the SJCAA's best interest. Reasons for the termination must be left to the sole discretion of the SJCAA and may include, but not necessarily be limited to (a) the SJCAA no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the SJCAA, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the SJCAA. The SJCAA may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the SJCAA chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

Termination for Non-Appropriation

(a) Contractor acknowledges that, if the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the SJCAA to effect continued payment under the Contract are not appropriated or otherwise made available, the SJCAA must terminate the Contract and all affected Statement of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The SJCAA must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the SJCAA receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the SJCAA may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the SJCAA may elect. The charges payable under the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the SJCAA terminates the Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the SJCAA must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the SJCAA, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the SJCAA in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

Termination for Criminal Conviction

The SJCAA may terminate the Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to an SJCAA, public or private Contract or subcontract.

Termination for Approvals Rescinded

The SJCAA may terminate the Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the SJCAA will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

Rights and Obligations upon Termination

If the SJCAA terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the SJCAA may direct, for preservation and protection of Deliverables or other property derived or resulting from the Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the SJCAA, (d) transfer title in, and deliver to, the SJCAA, unless otherwise directed, all Deliverables intended to be transferred to the SJCAA at the termination of the Contract and which are resulting from the Contract (which must be provided to the SJCAA on an "As-Is" basis except to the extent the amounts paid by the SJCAA in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

If the SJCAA terminates the Contract before its expiration for its own convenience, the SJCAA must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the SJCAA. All completed or partially completed Deliverables prepared by Contractor under the Contract, at the option of the SJCAA, becomes the SJCAA's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the SJCAA is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the SJCAA.

Upon a good faith termination, the SJCAA may assume, at its option, any subcontracts and agreements for Services And Deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the SJCAA may in its sole judgment deem expedient.

Reservation of Rights

Any termination of the Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

Termination by Contractor

If the SJCAA breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the SJCAA with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate the Contract if the SJCAA (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under the Contract, (ii) breaches its other obligations under the Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Applicable Sections** before it terminates the Contract.

Transition Responsibilities

Contractor Transition Responsibilities

If the SJCAA terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the SJCAA to assist in the orderly transition of equipment, services, software, leases, etc. to the SJCAA or a third party designated by the SJCAA. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to affect an orderly transition of services within a reasonable period of time that in no event will exceed 24 hours. These efforts must include, but are not limited to, those listed in **Sections above**.

Contractor Personnel Transition

The Contractor must work with the SJCAA, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to affect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the SJCAA, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the SJCAA requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the SJCAA to use the Services of Contractor's Subcontractors or vendors. Contractor will notify all of Contractor's Subcontractors of procedures to be followed during transition.

Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the SJCAA, or specified third party, to properly provide the Services/Deliverables required under the Contract. The Contractor will provide the SJCAA with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the SJCAA. The Contractor will deliver to the SJCAA any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the SJCAA.

Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred within the agreed period after Contract expiration that result from transition operations) at the rates agreed upon by the SJCAA. The Contractor

will prepare an accurate accounting from which the SJCAA and Contractor may reconcile all outstanding accounts.

SJCAA Transition Responsibilities

In the event that the Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the SJCAA agrees to perform the following obligations, and any others upon which the SJCAA and the Contractor agree:

- (a) Reconciling all accounts between the SJCAA and the Contractor;
- (b) Completing any pending post-project reviews.

Stop Work

Stop Work Orders

The SJCAA may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section Stop Work**. Upon receipt of the Stop Work Order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the Stop Work Order, the SJCAA must either: (a) cancel the Stop Work Order; or (b) terminate the work covered by the Stop Work Order.

Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the SJCAA cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the SJCAA decides the facts justify the action, the SJCAA may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract.

Allowance of Contractor Costs

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Termination/Cancellation**, and the SJCAA will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the SJCAA will not be liable to Contractor for loss of profits because of a Stop Work Order issued under this **Section Stop Work**.

Dispute Resolution

In General

Any claim, counterclaim, or dispute between the SJCAA and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the SJCAA is liable and covers all costs

of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the process listed below. The parties must meet with the Operations Manager and or their designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the SJCAA must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated SJCAA and Contractor representatives, but may include the preparation of agreed upon statement of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, the Operations Manager, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the SJCAA's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Sections above**.

(c) The SJCAA will not mediate disputes between the Contractor and any other entity for performance of work under the Contract.

Injunctive Relief

The only circumstance in which disputes between the SJCAA and Contractor will not be subject to the provisions of **Section above** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Termination/Cancellation**, as the case may be.

SJCAA Contract Requirements

Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. Any breach of this provision may be regarded as a material breach of the Contract.

Workplace Safety and Discriminatory Harassment

In performing Services for the SJCAA, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment.

Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Indiana applicable to Airport Districts.

Compliance with Laws

Contractor shall comply with all applicable SJCAA, federal and local laws and ordinances in providing the Services/Deliverables.

Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Indiana. With respect to any claim between the parties, Contractor consents to venue in St. Joseph County Indiana, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non convenes or otherwise. Contractor agrees to appoint agents in the State of Indiana to receive service of process.

Bankruptcy

The SJCAA may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the SJCAA may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the SJCAA. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the SJCAA.

Performance

Time of Performance

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statement of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Sections above**, Contractor must notify the SJCAA in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest SJCAA-approved delivery schedule and must inform the SJCAA of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the SJCAA has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the SJCAA in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the SJCAA's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the SJCAA.

Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise); lightning, earthquake, war, or other acts of God; fire; riots or civil disorders; embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than ten (10) Business Days, and the SJCAA determines that performance is not likely to be resumed within a period of time that is satisfactory to the SJCAA in its reasonable discretion, then at the SJCAA's option: (a) the SJCAA may procure the affected Services/Deliverables from an alternate source, and the SJCAA is not liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the SJCAA may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the SJCAA may terminate the affected Statement of Work without liability to Contractor as of a date specified by the SJCAA in a written notice of termination to the Contractor, except to the extent that the SJCAA must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the SJCAA as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

Approval of Deliverables

Delivery Responsibilities

Unless otherwise specified by the SJCAA within an individual order, the following must be applicable to all orders issued under the Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under the Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.

(b) Delivery locations - Services will be performed/Deliverables will be provided at every SJCAA property unless otherwise stated in the SOW. Specific locations will be provided by the SJCAA or upon issuance of individual purchase orders.

Delivery of Deliverables

Where applicable, the SOW contains lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for SJCAA review and written approval and, where applicable, installed according to the SJCAA-approved delivery schedule and any other applicable terms and conditions of the Contract.

Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the SJCAA, according to the following procedures. Formal approval by the SJCAA requires the SJCAA to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable to be led by the Contract Administrator or designee. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) Before commencement of its review or testing of a Deliverable/Service, the SJCAA may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the SJCAA determines that the Deliverable/Service has material deficiencies, the SJCAA may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the SJCAA receives the Deliverable or the Service begins, and the SJCAA and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor.

(c) The SJCAA will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The SJCAA may, but is not required to be, conditionally approved in writing a Deliverable/Service that contains material deficiencies if the SJCAA elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of SJCAA approval.

(d) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the SJCAA may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the SJCAA's general expenses provided the SJCAA can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the SJCAA cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat SJCAA Review Period that could reasonably have been discovered during a prior SJCAA Review Period.

(e) The SJCAA, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the SJCAA may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

Process for Approval of Services

The SJCAA Review Period for approval of Services is governed by the applicable Statement of Work. The SJCAA agrees to notify the Contractor in writing by the end of the SJCAA Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the SJCAA's election, after approval of the Service). If the SJCAA delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the SJCAA. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the SJCAA will have a reasonable additional period of time, not to exceed the length of the original SJCAA Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

Final Acceptance

Unless otherwise stated in the Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the SJCAA following the SJCAA Review Periods identified in **Sections above**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the SJCAA will pay for all Services provided during the SJCAA Review Period that conformed to the acceptance criteria.

Environmental Provision

Environmental Provision

Energy Efficiency Purchasing Policy – The SJCAA seeks wherever possible to purchase energy efficient

products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the SJCAA may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy

The SJCAA is committed to encouraging the use of products and services that impact the environment less than competing products. The SJCAA is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bio accumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of the Contract. Information on any relevant third party certification (such as: Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, state and local laws. The SJCAA must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the SJCAA must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the SJCAA is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the SJCAA in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the SJCAA will investigate the conditions. If the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the SJCAA must order a suspension of Work in writing. The SJCAA must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the SJCAA must terminate the affected Work for the SJCAA's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the SJCAA, the Contractor must resume Work as directed in writing by the SJCAA.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

ARTICLE 3 – BID PROCESS AND EVALUATION CRITERIA

Mandatory Pre-Bid Meetings and Site Visits

A **mandatory** pre-bid meeting will be held on June 19th, 2023, at 12:00 PM at the South Bend International Airport, 4477 Progress Drive, South Bend IN 46628, Board Room.

The purpose of this meeting will be to discuss with prospective Bidders the work to be performed and to allow them to ask questions arising from their review of the RFP. Representation at the pre-bid meeting may be limited to one person per Bidder, due to limited facilities available. The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by the SJCAA via email to all bidders. Answers that change or substantially clarify the RFP will be affirmed in writing and posted on the website via an addendum. The pre-bid meeting will be the Bidder's only opportunity to personally address questions concerning this RFP.

Persons with disabilities, who need mobility, visual, hearing, or other assistance for effective participation at the pre-bid meeting, should indicate the needs by contacting the SJCAA at least 15 days in advance. Any requests received after that date cannot be guaranteed.

A **mandatory** site visit will be held on June 19th, 2023, 12:00 PM at the South Bend International Airport, 4477 Progress Drive, South Bend IN 46628, Board Room.

Communications

The SJCAA will not respond to telephone inquiries or visitation by Bidders or their representatives. Bidder's sole point of contact concerning the RFP is the Operations Manager or designee. Any communication outside of this process may result in disqualification and/or debarment.

Questions

Questions concerning the RFP are to be submitted, by email, no later than **6/23/2023**, to:

Samantha Brady
Terminal Services Supervisor
4477 Progress Drive
South Bend IN 46628
sbrady@sbnair.com

All questions must be submitted in writing and sent as an attachment in Microsoft Word. Changes to the RFP and answers to questions will be prepared as an addendum and posted on the SJCAA's web site under the corresponding bid number: The posted addendum officially revises and supersedes the original RFP. Addendums will be posted up to the date of Bid. Bidders are required to monitor for changes, failure to acknowledge a change can result in bid disqualification.

Award Process

Method of Evaluation

In awarding this Contract, proposals will be evaluated by SJCAA staff. SJCAA Departments may be consulted prior to recommendation of award.

Evaluation Criteria

The following chart represents the scoring of the particular factors:

	<u>Weight</u>
1. Bidder Information and Background	10
2. Prior Experience / Past Performance	15
3. Quality Assurance/Customer Service	25
4. Work Plan	50
TOTAL:	100

Oral Presentation

Bidders who submit proposals may be required to make oral presentations of their proposals to the SJCAA. These presentations provide an opportunity for the Bidders to clarify the proposals through mutual understanding. SJCAA will schedule these presentations, if required.

Site Visit

The SJCAA may conduct a site visit to tour and inspect the Bidder's facilities. The Terminal Services Supervisor and/or Operations Manager will schedule these visits if required.

Price Evaluation

(a) Only those proposals receiving a score of 80 points or more of the total maximum possible score will be considered for award.

(b) All price proposals will be opened. However, prices will only be evaluated from those Bidders meeting the minimum point threshold.

Award Recommendation

The award recommendation will be made to the responsive and responsible Bidder who offers the best value to the SJCAA.

Reservations

(a) The SJCAA reserves the right to consider total cost of ownership factors in the final award recommendation (i.e. transition costs, training costs, etc.).

(b) The SJCAA reserves the right to award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in the SJCAA's judgment, is the best interest of the SJCAA will be so served.

(c) The SJCAA reserves the right to award multiple, optional use contracts. In addition to the other factors listed, offers will be evaluated on the basis of advantages and disadvantages to the SJCAA that may result from making more than one award.

Award Decision

Award recommendation will be made to the SJCAA team assigned to evaluate the proposals.

Protests

If a Bidder wishes to initiate a protest of the award recommendation, the Bidder must submit a protest, in writing, by 5:00 PM on the date stated on the notice of recommendation to award. Bidder must include a reference to the RFP clearly state the facts believed to constitute error in the award recommendation along with the desired remedy.

SJCAA Board of Directors

The SJCAA Board of Directors must approve all contracts/purchase orders in excess of \$25,000. The decision of this Board regarding the recommendation is final; however, Board approval does not constitute a Contract. The award process is not completed until the Bidder receives a properly executed Contract or Purchase Order from the SJCAA.

Laws Applicable to Award

Indiana Code and SJCAA Purchasing policies are used in the award of this contract.

Independent Price Determination

- (a) By submission of a proposal, the Bidder certifies, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:
 - i. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to the prices with any other Bidder or with any competitor; and
 - ii. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder before award directly or indirectly to any other Bidder or to any competitor; and
 - iii. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

- (b) Each person signing the proposal certifies that the person:
 - i. Is responsible for the prices offered in the proposal and has not participated (and will not participate) in any action contrary to (a) i, ii, and iii. above; or
 - ii. Is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for the decision in certifying that the persons have not participated (and will not participate) in any action contrary to (a) (i), (ii), and (iii) above.

Taxes

The SJCAA may refuse to award a Contract to any Bidder who has failed to pay any applicable taxes. The SJCAA may refuse to accept Bidder's bid, if Bidder has any outstanding debt with the any Federal, State or Local taxing authority.

Possible Additional Considerations/Processes

Clarifications

The SJCAA may request clarifications from one or all Bidders. The SJCAA will document, in writing, clarifications being requested and forward to the Bidders affected. This process does not allow for changes. Instead, it provides an opportunity to clarify the proposal submitted.

If it is determined that a Bidder purposely or willfully submitted false information, the Bidder will not be considered for award.

Past Performance

The SJCAA may evaluate the Bidder's prior performance with the SJCAA, and the prior performance information may be a factor in the award decision.

Financial Stability

In making an award decision, the SJCAA may evaluate the financial stability of any Bidder. The SJCAA may seek financial information from the Bidder and from third parties. If the SJCAA determines in its sole discretion that contracting with a Bidder presents an unacceptable risk to the SJCAA, the SJCAA reserves the right to not award a Contract to that Bidder.

Pricing Negotiations

The SJCAA may enter into negotiations with Bidders on price or technical clarifications. No modification to the RFP technical requirements or specifications will be allowed.

Proposal Details

Complete Proposal

To be considered, each Bidder must submit a **complete** proposal in response to this RFP, using the format specified. No other distribution of proposals is to be made by the Bidder. **Bidders must complete, sign, and return** all required documents that pertain to this RFP with their proposal. The proposal must state how long it remains valid. This period must be at least 120 days from the due date for responses to this RFP.

Efficient Proposal

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content in the format specified.

Price and Notations

Prices and notations must be typed or in ink. Prices must be for new items only unless specified otherwise in the RFP. The person signing the proposal should initial any form of pricing corrections made to the proposal by the Bidder before submission in **ink**. In the event of un-initialed pricing corrections, the Buyer, with management approval, may require an affidavit from the Bidder confirming the price correction was made before the bid submission.

Double Sided on Recycled Paper

Bidders, when possible, should use recycled paper for all printed and photocopied documents related to the submission of their bid and fulfillment of any resulting Contract and must, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper.

Proposal Format

The following information must be included in all proposals. Bidders must respond to all sections of the RFP. Failure to respond to every section in each Article could result in disqualification from the bidding process. Proposals should be formatted to include each of the following sections, which should be clearly identified using the same format as the RFP is written in and with the appropriate headings:

- Article 1 – **Statement of Work** – Bidder must respond to each section. **Proposal must include detailed responses to all tasks as requested in all articles and attachments. Bidders must copy these sections and provide Bidder's response in the area specified for "Bidder Response to Task". A Microsoft version of this document is available by emailing a request to the Buyer listed on the cover page of this document.**
- Article 2 – **Terms and Conditions** – Bidder must include a statement agreeing to the Terms and Conditions contained in this RFP.
- Article 3 – **Bid Process and Evaluation Criteria** – Bidder must comply with each section.
- Article 4 – **Certifications and Representations** – Bidder must respond to each section.
- Article 5 – **Evaluation Information** – Bidder must respond to each section.

Submitting Bids and Proposals

Sealed Bid Receipt

Sealed bids (Proposals) must be received and stamped on or before 12:00 PM on the due date specified on the cover page of this RFP by the SJCAA. Bidders are responsible for submitting their proposals to Samantha Brady, SJCAA, on time. Proposals that are received after the specified due date and time cannot be considered unless (a) All other bids received on time do not meet specifications, or (b) No other bids are received.

Proposal Submission

Submit six (6) written copies (including one (1) clearly marked original) and one (1) digital copy of Bidder's proposal according to the following instructions.

Your proposal should also be submitted in paper format and on an unprotected USB drive.

Responses

1. Each envelope/container submitted must contain the response to only one RFP. Do not submit responses to more than one RFP in one envelope/container. Also, faxed bids will not be accepted unless specifically requested in writing by the Operations Manager or designee.
2. **Bidders are responsible for assuring that the following identifying information appears on the outside envelope: (1) The RFP Number; (2) the Due Date; (3) Bidder Name.** If a delivery service is used which prohibits the markings on their envelope or package, this information must be placed on the outside of an interior envelope or package.
3. The bid may be submitted utilizing one of the methods below:
 - a. Bids may be delivered to the Airport Information Office of SJCAA, located through door D then to the right, at the South Bend International Airport. Bidders must allow adequate time to check in at the Administration offices before the bid submission deadline.
 - b. Address for proposals submitted by Contract Carrier, Courier Delivery, or Personal Delivery, is:

St. Joseph County Airport Authority
Attn: Samantha Brady
4477 Progress Drive
South Bend IN 46628
 - c. Proposals submitted through the U.S. Postal Service should be addressed as follows:

St. Joseph County Airport Authority
Attn: Samantha Brady
4477 Progress Drive
South Bend IN 46628

ARTICLE 4 – Airport Concessionaire Disadvantage Business Enterprise (ACDBE)

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR 23, the St. Joseph County Airport Authority has implemented an airport concessionaire disadvantaged business enterprise (ACDBE) plan. An ACDBE Goal of .0016% percent, as measured by total estimated annual gross receipts, has been established.; however, additional points will be granted to Proposers who propose to exceed this goal. The successful Proposer(s) shall take all necessary and reasonable steps to achieve this goal.

ACDBE participation may be in the form of one or more subcontracts, joint ventures, partnerships, or another legal arrangement meeting the eligibility standards in 49 CFR 23 or participation may be in the form of the purchase of services, goods and products necessary for the conduct of its business and operation at the Airport. In the event that the Proposer qualifies as an ACDBE, the goal shall be deemed to have been met.

If the successful Proposer(s) will be unable to achieve the ACDBE goals stated herein, it or they will be required to provide the documentation to the Authority's ACDBE Liaison Officer demonstrating that it or they took all necessary and reasonable steps in attempting to do so.

St. Joseph County Airport Authority's ACDBE liaison officer is Kerianne Linn, who is available at 574-282-4590 ext. 221 or by email at klinn@sbnair.com. Its ACDBE Concession Plan will be made available for review to any Proposer upon request. Please note that Ms. Linn is available to assist with identifying any local ACDBE firms that may be available to provide the goods or services identified by potential Proposers.

ARTICLE 5 – REQUIRED BIDDER INFORMATION

Bidders must provide the following required information. Failure respond to each requirement may disqualify the Bidder from further participation in this RFP.

Bidder Information

Company Information

The full name and address of your organization and, if applicable, the branch office or other subordinate elements that will perform, or assist in performing, the work. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If applicable, state whether it is licensed or registered to operate in the State of Indiana.

Name:					
Address:					
City, State, Zip:					
Phone:	()				
Web Page:					
Legal Status:					
Business Structure:					
How long in business:					
Sales volumes for the last five years (oldest first):					
Location(s) of facilities that will be involved in servicing the Contract:					

Name, title, address, email, phone, and fax numbers for Bidder’s RFP Contact.

Name:	
Address:	
City, State, Zip	
Phone:	()
Fax:	()
E-Mail:	

Note: Person named above will be sole contact for your company to receive the Contract. Include the name and telephone number of person(s) in your company authorized to expedite any proposed Contract with the SJCAA.

Background Information

Provide the following information: Year Company/Organization was established; Identify whether your company/organization operates as an individual, partnership, or corporation (if a corporation, include the state in which it is incorporated); Is your company / organization a subsidiary of another company / organization - If yes, information should be included for both parent and subsidiary; Current Number of Company Employees; and Provide evidence of your financial strength and ability to manage accounts relative to the size and scope you are bidding – examples may include recent annual reports, income statement balance statement, and/or equivalent information (independent statement of net worth).

Prior Experience

Indicate the prior experience of your firm, which you consider relevant to your ability to successfully manage a Contract for the services defined by this RFP. Include sufficient detail to demonstrate the relevance of this experience to the size and scope of the locations that you are bidding. Proposals submitted should include, in this section, descriptions of a minimum of three qualifying relevant experiences to include project/client descriptions, costs, and starting and completion dates of projects/contracts successfully completed. Also, include the name, address, and phone number of the responsible official of the customer organization who may be contacted.

Staffing

The written proposal should indicate the competence of personnel whom the Bidder intends to assign to the project. Provide information for staff training and development on the following:

- **Before Job Placement:** Explain the type of training that is provided to the employees prior to placing them on the job assignment;
- **On the Job Training (OJT):** Provide the duration of the training, what the training consists of, the credentials/qualifications of the instructor, etc.;
- **On-Going Training:** Provide any on-going training that your company provides to employees; (i.e., weekly, quarterly, semi-annual training, attendance to seminars, certifications held, etc.); and
- **Health, Safety, & Environmental Protection:** Include complete description of company's Health, Safety, and Environmental Protection program and/or describe process for making employees aware of safety issues and procedures.

Bidder must provide a list of all Subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning Subcontractor's organization and abilities.

Past Performance

Please list any Contracts that you have had with the SJCAA in the last three years.

Contract Performance

Indicate if the Bidder has had a Contract terminated for default in the last three years. Termination for default is defined as notice to stop performance which was delivered to the Bidder due to the Bidder's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Bidder, or (b) litigated and determined that the Bidder was in default. If the Bidder has not had a Contract terminated for default, the Bidder must affirmatively state this under "Reason" below.

If no the terminations exist, the Bidder must affirmatively state this.

Note: If the Bidder has had a Contract terminated for default in this period, the Bidder is to submit full details including the other party's name, address, and phone number. The SJCAA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience. If discovered after contract award, the Bidder failed to disclose this information; it may lead to disciplinary action up to and including Debarment.

Termination:	
Reason:	

Quality Assurance / Customer Service

Bidders must describe their Quality Assurance and Customer Service program(s). Provide information to the following:

- **Quality Assurance:** Bidders must describe how it verifies that staff adequately performs work for delivery of the service(s) described under this RFP. Also, include who within your company inspects, approves and verifies delivery of service(s) and how corrective actions with staff are implemented;
- **Customer's Security:** Bidders must describe a plan for overall customer security (i.e., employee background checks, etc.), as well as describe a specific plan for key-control and Contractor access to customer location(s); and
- **Customer Service:** Bidders must describe a process for responding to customer complaints and verifying customer satisfaction and acceptance of service delivery.

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Location Work Plan

Bidders must provide a detailed plan indicating how they intend to service each location being bid on relevant to the detailed specifications, that explains:

- A Transition, Implementation, and Contingency plan.
 - Transition – Describe the plan for taking over service(s) from current Contractor to your company. If Bidder is current Contractor, so indicate and provide a transition plan from current contract to the anticipated new contract.
 - Implementation – Describe how you plan to provide the service(s) without disrupting the current service level(s). If Bidder is current Contractor provide an implementation plan from current contract to the anticipated new contract.
 - Contingency – Describe your plan to still provide the service(s) due to any unforeseen circumstance (i.e. staff no show, equipment failure, etc.).
- Number and responsibility of staff needed to provide service, with estimated man-hours needed to perform the service; and level of supervision/inspection processes for work to be delivered by staff.
- List of equipment (see table on t) that will be needed/utilized for the service(s).
- All supplies that will be needed/utilized for the service(s), with all required information (Safety Data Sheets, etc.).