



Indianapolis Airport Authority

REQUEST FOR INFORMATION

Issued: February 23, 2016

Solicitation for: Distributed Antenna System (DAS) Support

Responses Due: 2:00 p.m. (Local Time) on March 17, 2016

INTRODUCTION: Because this procurement involves a service, the Indianapolis Airport Authority (“Authority”) is not required by law to go through or engage in any competitive process whatsoever for identifying and selecting a person or entity to perform the work. Notwithstanding, the Authority believes that it’s important to have open and fair competition for these business opportunities whenever reasonably possible under the circumstances. Accordingly, the Authority is hereby issuing this RFI to give interested persons and entities the opportunity to be considered for this service contract.

DAS REQUIREMENTS: This Request for Information (“RFI”) is being issued by the Indianapolis Airport Authority in order to solicit expressions of interest and information from qualified persons or entities who wish to be considered as a provider of the services described herein. Thus, qualified persons or entities with such an interest (the “Respondents”) are invited to respond to this RFI.

This RFI is intended to provide pertinent information to the Authority so that it may evaluate the experience and qualifications of the Respondents to perform the desired work. The selection of a particular service provider, and whether to award a service contract, are entirely within the Authority’s exclusive judgment and sole discretion.

SCOPE OF WORK: The Authority is seeking to hire a firm to provide Distributed Antenna System (DAS) Support. The Authority is requesting responses from persons and entities having the qualifications and expertise who wish to be considered for DAS support described in Exhibit “A”.

QUALIFICATIONS: In your written response to this RFI, you will be expected to provide information and details about your firm or entity, its background, history, ownership structure, experience/expertise in this particular field, legal structure, and other relevant and appropriate information for the Authority’s consideration. The minimum work to be provided is set forth in Exhibit “A” attached hereto and made a part hereof.

SUBMISSION & TIMELINE: Any person or entity desiring to respond to this RFI should provide a written submission to the Authority as described herein. It should clearly identify the person or entity making the submission and consist of one (1) original and four (4) copies, along with one electronic copy on compact disk or USB flash drive. Submissions should be presented as 8½ x 11 inch documents or as documents easily folded to that size, be 10 pt. type with margins at minimum of 1 inch, and must not be longer than eight (8) pages (excluding appendices). Tabbed appendices are permitted if clearly labeled and will not be included as part of the 8 page limit.

All mailed submissions must be received at the below address, and all hand delivered submissions must be received at Guest Services (Level 3 of Terminal) which is located also at the below address. All Proposals must be addressed to:

Indianapolis Airport Authority
RFI - DAS Support
Attention: Courtney Kasper
7800 Col. H. Weir Cook Memorial Dr., Suite 100
Indianapolis, Indiana 46241

For a submission to be timely submitted under this RFI, it must be received by the Authority no later than 2:00 p.m. (local time) on March 17, 2016 (the "Due Date & Time"). Submissions received after the foregoing Due Date & Time will not be considered by the Authority.

Following receipt of the submissions to this RFI, the Authority, in its sole discretion, may select a Respondent(s) for the project described herein. In connection therewith, the Authority may seek supplemental information, or conduct preliminary interviews, final interviews or move immediately to a contract negotiation. Authority reserves the right, in its sole and absolute discretion, to make a selection based solely upon the submissions to this RFI. The schedule for selection will vary based upon numerous factors, including, by way of example and not of limitation, the nature of and need for the service and the number of responses to this RFI.

CONTENTS OF SUBMISSION AND QUALIFICATIONS: In your written response to this RFI, you will be expected to provide information and details about your firm or entity, its background, history, ownership structure, experience/expertise in this particular field, legal structure, and other relevant and appropriate information for the Authority's consideration. Respondents, in their submission, should address and/or answer each of the questions in Exhibit "B" and complete Exhibit "C".

INQUIRIES: Any and all inquiries pertaining to this RFI must be submitted to the email address of DASSupportRFI@ind.com. The deadline for submitting inquiries is 12:00 p.m. (local time) on March 9, 2016. The Authority reserves

the right to determine whether or not to respond to any inquiries. If responses are provided by the Authority, the responses will be written. Written responses will be issued via Addendum and will be available on the Indianapolis Airport website on March 10, 2016. You are not to contact any other Authority staff member or any other person or entity working for Authority; if you do, you may be disqualified from further consideration for a contract under this RFI.

EQUIPMENT LISTING: Respondents interested in viewing the list of equipment related to the DAS support must complete Exhibit “E” – “SSI/Non-Disclosure Agreement” posted to the Indianapolis Airport’s website, and email it to DASSupportRFI@ind.com by Friday, March 4, 2016 at 5:00 p.m. (local time).

PRE-PROPOSAL AND TOUR MEETING: A pre-proposal meeting will be held on Tuesday, March 1, 2016 starting at 9:00 a.m. (local time). Attendance is not required to respond to this RFI but is strongly encouraged. The meeting location will be at:

Indianapolis International Airport
Conference Room Board - Level 4
Conference Room # 11T.413A
7800 Col. H. Weir Cook Memorial Drive
Indianapolis, IN 46241

BUSINESS DIVERSITY PARTICIPATION: In accordance with policy established by the Authority, the Authority’s Board of Directors, and its Executive Director have determined there is a reasonable expectation of minority, women and veteran-owned (M/W/VBE) business enterprise participation for airport projects. The Authority only recognizes those M/W/VBE firms certified by the State of Indiana, City of Indianapolis, or Mid-States Minority Supplier Development Council. The supplier diversity participation goals of 15% MBE, 10% WBE, and 3% VBE have been established. Respondents seeking assistance in achieving the supplier diversity participation overall goals should start by visiting the Indianapolis International Airport’s Supplier Diversity website supplierdiversity.ind.com at www.indianapolisairport.com.

CONFIDENTIAL INFORMATION: If a Respondent provides proprietary data/material to the Authority in connection with this RFI, and if said Respondent requests, in writing to Authority, that such proprietary data/material not be disclosed by the Authority to any third person or entity, then, in such event, the proprietary data/materials should be placed and sealed in a separate, marked envelope and the Authority will review said request in conformance with the Indiana Access to Public Records Act, Indiana Code § 5-14-3, and will notify the Respondent of the Authority’s determination.

EVALUATION: Submissions will be reviewed and evaluated by the Authority. Authority may elect to proceed with negotiating a final contract with the

prevailing Respondent(s), or, in its sole discretion, may elect to cancel the procurement or take other steps that it deems necessary or appropriate in connection therewith.

CONTRACT: After the selection of a prevailing Respondent(s), Authority shall provide a copy of its standard form of Services Agreement for review and execution. If the parties are unable to promptly finalize and execute the Services Agreement (as determined by the Authority), then, in such event, the Authority shall have the sole right and discretion to cease any and all negotiations and other interactions with the prevailing Respondent(s) and elect to negotiate with another Respondent(s) in an effort to reach an agreement or cancel the procurement.

EXHIBIT "A"
REQUIREMENTS

1.1 SUMMARY

A. The Indianapolis International Airport runs 24/7/365, and the Distributed Antenna System (DAS) is a very critical part of how the Authority conducts business.

1.2 SYSTEM INFORMATION

A. The system is a Corning Mobile Access MA 2000 engineered system enhancing Cellular, PCS, and Public Safety throughout the airport terminal and parking garage.

B. Current system supports ATT (UMTS, GSM, PCS, LTE), Verizon (Cellular, UMTS, GSM, LTE, PCS, AWS), Sprint (Cellular CDMA/EVDO, PCS CDMA/EVDO & LTE), Public Safety, and Airlines.

1.3 SUPPORT COVERAGE DATES

A. The Service Agreement anticipated start date will be April 1, 2016.

1.4 SUPPORT COVERAGE

A. Support shall include preventative and routine maintenance work in addition to emergency work. Emergency support work shall include the repair or replacement of components which fail during the support period. This would also include equipment damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism, or negligence by Airport employees or the using public. Apparent and provable as used herein shall mean that the physical evidence indicates what and who caused the damage, e.g., lightning strike, vehicular damage, someone other than the Contractor's technician, etc.

1. If it is determined that Authority's equipment covered by this agreement is faulty, a return merchandise authorization (RMA) will be issued to the Authority for return within 48 hours.

B. Remote Monitoring: The Contractor should provide a plan for the monitoring of the Mobile Access system.

1. Should Remote Monitoring receive an alarm of a down system, they will contact the assigned Authority personal of such alarm within 20 minutes of receiving the alarm.
- C. Response Times: Repairs shall be made as expeditiously as possible to minimize the time in which components are inoperable. For the Support Period, the following response times shall be maintained:
1. The initial call to the Contractor shall require the type of call to be classified as critical or non-critical. The nature of the problem and the effect on the DAS will be the deciding factor in classifying the problem. For the purpose of defining the priority of the call, the Contractor shall have factory trained and certified personnel accessible to the Authority or the Airport operator personnel via phone call-back within one (1) hour of initial call.
- D. Non-critical items:
1. Non-critical Items: For purposes of this Section, these are defined as failures or problems which do not affect the overall safety, security, or operation of the Airport. For example, the failure of a non-critical redundant piece of equipment or the loss of a single antenna would usually be considered non-critical.
 2. The Successful Respondent shall diagnose and remedy the problem during normal working hours of the next working day. The initial response shall be the morning of the next day if received before noon or by the noon the next day if received before close of business. Normal business hours are defined as 8 a.m. to 5 p.m., Monday through Friday.
- E. Critical Items:
1. Critical Items require the Successful Respondent to respond with all due speed and will possibly need to be responded to outside of normal business hours.
 2. The Successful Respondent shall be able to use dial-in functions to diagnose software/hardware problems on the system within one (1) hour of the initial call.
 3. The Successful Respondent shall be able to respond to on-site calls within four (4) hours of the initial call.

F. Critical Cards/Parts:

1. The Successful Respondent will have a supply of "Critical Parts" available within 48 hours. Critical Parts would be equipment that effects more than one sector of the airport terminal or parking garage.

G. The airports on-site Corning Mobile Access trained technician will trouble shoot all issues before contacting the supporting company.

H. Cost of support should cover any part of the DAS system they would require replacement due to failure.

I. Successful Respondent shall:

1. Be Premier Corning Mobile Access Partner
2. Have knowledge of EMR and Delolink
3. Have Infrastructure Experts - RCDD Certified staff

J. All of the Successful Respondent's lead technicians performing support shall have a minimum of two (2) years' experience and be manufacturer certified on all hardware/software applications.

EXHIBIT "B"

QUESTIONNAIRE

Please provide responses by stating the associated number and restating the question in your submittal:

Company Information and Experience

1. Respondent will provide the below information:
 - a. Legal Name of Entity
 - b. Doing Business under Other Company Name? If Yes, Name of Entity
 - c. Headquarters Address
 - d. City, State, Zip Code
 - e. Contact Name, Email Address, and Phone Number
 - f. Web Site Address
 - g. Number of Years in Business
 - h. Total Number of Employees

2. The Respondent should include a list of at least three (3) clients for whom the Respondent has provided services that are the same or similar to those services requested in this RFI. Listed organizations may be contacted to determine the quality of work performed and service received.

Respondent should include the following information for each reference:

- a) Name of the organization;
- b) Initial date service started;
- c) Date of the most recent project;
- d) List of services performed;
- e) Responsible official or contact person;
- f) Address, telephone number, and email address.

Proposed Team Members and Experience

3. Respondent to provide a description of its project approach, proposed team, staffing plans, and equipment to fulfill the minimum specifications stated in "Exhibit "A". Respondent will describe its team's experience, if any, across Central Indiana. The Respondent must list any subcontractors which it proposes to use in providing the required services.

Diversity Plan

4. Respondent to identify the types of services that could be performed by certified M/W/VBE firms to meet the stated participation goals in the Section titled "Business Diversity Participation". Copies of City of Indianapolis, State of Indiana, or Mid-States Minority Supplier Development Council Certifications should be provided attached as a

tabbed appendices for subcontracting certified firms and/or Respondent's company if an M/W/VBE firm. Copies of certification forms will be excluded from the total proposal page count. If Respondent anticipates not meeting these stated goals, please identify what good faith efforts were taken by the Respondent and the results of those good faith efforts for each goal.

Costs

5. Respondent to complete the pricing proposal (Exhibit "C") which will include all fees, costs, charges, and other amounts, associated directly or indirectly, with providing all things necessary to perform DAS support for the Indianapolis Airport Authority. If there are any services described in the Scope of Work section that would not be included in such compensation, so state specifically, along with an indication of any proposed additional charges.

Contract

6. A sample Services Agreement (Reference Exhibit "D") is included in this RFI. Respondent to advise the Authority of any issues with this sample agreement.

Exhibit "C"
Distributed Antenna System (DAS) RFI
Cost Estimate

Respondent's Company Name: -----

Item No	Description	Unit of Measure	Unit Cost
1	Remote Monitoring System Support 24/7/356	Annual	
2	Labor Rate for Normal Business Hours	Hourly	
3	Labor Rate for After Hours	Hourly	

Exhibit "D"
Sample Service Agreement



Indianapolis Airport Authority

Contract for Services
(Sample)

Agreement made as of the ____ day of _____, 2016.

BETWEEN the:

Indianapolis Airport Authority
7800 Col. H. Weir Cook Memorial Drive
Indianapolis, IN 46241

and the Contractor:

For:

CONTRACT FOR SERVICES

This is an Agreement by and between the Indianapolis Airport Authority (hereafter referred to as the "Authority") and (Name) (hereafter referred to as "Contractor"), referred to hereinafter as "Party" or collectively as "Parties".

Whereas, Authority seeks the assistance of Contractor to provide certain services;

Whereas, Contractor possesses independent qualifications and abilities to perform such efforts; and,

Whereas, Contractor is willing to provide such services and equipment in accordance with the terms and conditions set forth herein.

Now, therefore, the above named Parties enter into this Agreement upon the following terms and conditions:

I. Scope of Work

Contractor shall report to, and act under the direction of, the Authority's Director of _____, or her/his designee, in providing the services which are more particularly described in Attachment A - Scope of Work attached hereto and made a part hereof.

II. Changes in the Work

In the event the Authority requires a change in scope, character, or complexity of the work after the work has progressed, adjustments in compensation to Contractor shall be determined by the Authority in the exercise of its honest and reasonable judgment, and Contractor shall not commence the additional work or the change of scope until authorized in writing by the Authority. No claim for additional compensation shall be made in the absence of a fully executed amendment to this Agreement.

III. Consideration

For all services and equipment rendered under this Agreement, the Authority agrees to pay Contractor (to be determined based on RFP response and negotiations). No payment shall be processed without a detailed and itemized billing statement. All payments made to Contractor shall be net thirty (30) days.

IV. Term

This Agreement shall commence on contract execution and end on _____, _____, 2017 (the "Initial Term") and the Initial Term shall be one (1) year.

V. Option to Renew

Prior to the expiration of the Term or any renewal term, the Authority may elect to extend this Agreement, in whole or in part, for a period of one (1) year. Any such

renewal shall be subject to the same terms and conditions set forth in this Agreement. In no event shall any Renewal Term exceed the Term of the original agreement. The cumulative term of the Agreement, including any renewals, shall not exceed five (5) years.

VI. Access to Records

Contractor and its subcontractors, if any, must provide the Authority, its auditors or any of its duly authorized representatives, with access to all books, documents, papers, and accounting records and other evidence pertaining to all costs incurred under this Agreement. Contractor must make such materials available at its office at all reasonable times and maintain and provide access to all of the required records for a period of three (3) years after final payment for services is made by Authority. Copies thereof shall be furnished at 10 cents (ten cents) per page if provided by hard copy. If sent electronically, the Authority will receive no charge. The Contractor shall provide the documentation requested with 30 days written notice by the Authority.

VII. Assignment

Contractor binds its successors and assigns to all the terms and conditions of this Agreement.

Contractor may assign its right to receive payments to such third parties as Contractor may desire without the prior written consent of the Authority, provided that the Contractor gives written notice (including evidence of such assignment) to the Authority thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one (1) party.

Notwithstanding the foregoing, Contractor shall not assign or sub-contract the whole or any part of this Agreement to any other person or entity without the prior written consent of the Authority.

VIII. Compliance with Laws

Contractor specifically agrees to comply with any and all applicable state, federal, and local statutes, ordinances, and regulations in its performance of the obligations hereunder and shall ensure subcontractors compliance with the same.

If Contractor is a foreign (out-of-state) entity, it shall be required to furnish a certificate from the Secretary of the State of Indiana showing that the corporation is registered and authorized to transact business in the State of Indiana.

IX. Condition of Payment

All services provided by Contractor under this Agreement must be performed to the Authority's satisfaction, in accordance with all applicable rules, regulations, federal, state and local laws. The Authority shall not pay for any work in violation of federal, state or local statute, ordinance, rule or regulation.

X. Default

The following shall constitute an Event of Default, for which the Authority may terminate this Agreement in whole or in part:

- A.) Contractor's failure to correct or cure any breach of this Agreement;
- B.) Contractor's failure to provide services in accordance with the specifications set forth in the Contractor's written response for request of services, proposal and Scope of Work;
- C.) Contractor's failure to perform the services within the time specified in this Agreement or any extension;
- D.) Contractor's failure to make progress so as to endanger performance of this Agreement; or
- E.) Contractor's failure to perform any of the other provisions of this Agreement.
- F.) Contractor's failure to comply with federal, state and local laws or policies of the Authority.

The rights and remedies of the Authority in this clause are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XI. Governing Laws

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, excluding any provisions thereof that might refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

The Authority shall in good faith perform its obligations required hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law.

XII. Indemnification

Contractor shall keep and hold the Authority and its officers, directors, agents, servants and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorney's fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or about the Indianapolis International Airport ("Airport"), as a proximate result of the acts or omissions of the Contractor, its agents, servants, or employees, or arising out of the operations of Contractor under this Agreement or upon or about the Airport, excepting such liability as may result from the sole gross negligence of the Authority, its officers, directors, agents, servants or employees; provided, however, that upon the filing of any claim with the Authority for damages arising out of incidents for which the Contractor herein agrees to hold Authority harmless, then and in that event, the Authority shall notify Contractor of such claim and Contractor shall have the right to settle, compromise or defend same. Contractor shall further use legal counsel reasonably acceptable to the Authority in carrying out

Contractor's obligations hereunder. Any final judgment rendered against the Authority for any cause for which Contractor is liable hereunder shall be conclusive against Contractor as to liability and amount, where the time for appeal there from has expired. The indemnity provision set forth herein shall survive any expiration or termination of this Agreement.

XIII. Claims and Liabilities

Contractor shall be responsible for all personal injury, wrongful death or property damage resulting from the negligent acts or omissions of Contractor or Contractor's approved subcontractors or agents in connection with the services, and shall be responsible for all parts of their work, both temporary and permanent.

XIV. Insurance

Contractor shall procure and maintain, at its expense, insurance of the kind and in the amount hereinafter provided, by financially responsible and qualified companies which are authorized to do business in the State of Indiana (and rated at least A- or better by A.M. Best), covering all operations under this Agreement, whether performed by Contractor or its subcontractor(s). The following insurance requirements do not limit, in any way, the amount or scope of liability of Contractor under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that IAA is willing to accept in order to help ensure full performance of the terms of this Agreement.

Prior to commencing any work under this Agreement, Contractor agrees to provide a certificate of insurance to IAA, in a form acceptable to IAA, showing that Contractor has complied with the obligations under this Section VIII. The certificate of insurance shall designate IAA as an additional insured. No policy of insurance or coverages shall be changed or terminated until at least thirty (30) days prior written notice thereof has been given to IAA.

The following insurance coverages are required to be provided by Contractor under this Agreement:

- (1) Policy covering the obligations of Contractor in accordance with the provisions of Indiana's Worker Compensation laws;
- (2) Policy for comprehensive general liability in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence, insuring Contractor from liability in connection with bodily injury (including wrongful death), personal injury, and property damage resulting from Contractor's performance under this Agreement;
- (3) Commercial auto liability insurance covering all owned, non-owned, hired, licensed or unlicensed vehicles or leased vehicles, and providing automatic coverage for newly-acquired vehicles, including the loading and unloading, with a combined single limit for bodily injury and

property damage in the amount of Five Million Dollars (\$5,000,000.00) per occurrence; and

(4) In lieu of the total limits of liability being provided under the general and auto liability insurance, Contractor may provide the liability limit specified by means of a combination of primary and umbrella liability insurance. The umbrella liability coverage must be as broad, or broader, than the primary insurance policies.

XV. Independent Contractor

Both Parties hereto will be acting in an individual capacity in the performance of this Agreement and not be acting as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. Neither Party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other Party. Contractor shall be responsible for providing all necessary Unemployment and Workers Compensation Insurance for its employees.

XVI. Minority, Women, and Veteran Owned Business Enterprises

It is the policy of the Authority that Minority, Woman, and Veteran-Owned Business Enterprises shall have the maximum opportunity to participate in the performance of this Agreement.

In this regard, Contractor shall take all necessary and reasonable steps to ensure that Minority, Woman, and Veteran-Owned Business Enterprises are given fair and equal opportunities to participate in the execution of this Agreement. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Authority contracts.

XVII. No Third Party Rights

Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Authority or Contractor.

XVIII. Non-Discrimination

Pursuant to IC 22-9-1-10 and the federal Civil Rights Act of 1964 the Contractor, and its agents, and subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Agreement. Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age sex, disability or status as a veteran.

XIX. Non-Waiver

No right conferred on either Party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the Party claimed to have waived such right.

XX. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement; (2) Authority purchase order, if any; (3) Authority's attachments, including its Request for Information; and (4) the proposal and related documents submitted by Contractor. All of the foregoing, including documents and attachments, are incorporated fully by reference.

XXI. Ownership of Documents

Items prepared by Contractor or its subcontractors or agents under this Agreement, including but not limited to, all documents, drawings, including design information, concepts, images, renderings, models, cost information, estimates, specifications and reports ("Works") are to be the property of the Authority.

Contractor hereby represents that it is the owner of and hereby assigns to the Authority all rights, title and interest, including all copyrights, copyright registrations, copyright applications, renewals, extensions and all other proprietary or ownership rights, in all Works and things created by Contractor in whole or in part, or hereafter created by the Contractor in connection with this Agreement, including but not limited to, all works based upon, derived from, or incorporating any Works.

In the event of the termination of Contractor under the provisions of this Agreement or the termination, suspension, abandonment or completion of the tasks outlined herein, the Contractor shall deliver to the Authority within thirty (30) days all Works created by the Contractor in connection with this Agreement. The Authority, as the holder of all rights, title and interest, including all copyrights, in all Works created by Contractor, shall have the right to use or reuse any and all such Works for any purpose at the Authority's sole discretion and at no additional cost to the Authority.

Contractor agrees that its contracts with any of its subcontractors, or consultants will contain language that will assign to the Authority ownership of Works and things created by such subcontractors or consultants for the Authority on the same terms and conditions as set forth herein.

XXII. Performance

This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modifications thereof.

XXIII. Severability

If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of this Agreement and the enforceable portion(s) of unenforceable provisions shall remain in full force and effect.

XXIV. Special Provisions

The remedies provided in this Agreement shall be cumulative and no one shall be construed as exclusive of any other or of any remedy provided by law and failure of any Party to exercise any remedy at any time shall not operate as a waiver of the right of such Party to exercise any remedy for the same or subsequent default at any time thereafter.

XXV. Suspension and Termination

In the event that either Party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of natural disasters, actions or decrees of government bodies, the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement are suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

XXVI. Taxes

The Authority is exempt from state, federal and local taxes. The Authority will not be responsible for any taxes levied on Contractor as a result of this Agreement.

XXVII. Termination for Convenience

This Agreement may be terminated in whole or in part by the Authority whenever, for any reason, the Authority determines that such termination is in the best interest of the Authority. Termination of services shall be affected by delivery to the Contractor of a termination notice at least three (3) days prior to the effective date of the termination, specifying the extent to which services are to be provided until the termination becomes effective. Contractor shall be compensated for services rendered prior to the effective date of termination. In no event shall the Authority be liable for services received by the Authority after the effective date of termination. Contractor shall be compensated for services herein provided, but in no case shall total payments made to the Contractor exceed the original price due on the Agreement.

Contractor shall have the right to terminate the agreement if Contractor determines that such termination is in the best interest of the Contractor. Termination of services shall be completed by delivery to the Authority of a termination notice at least ninety (90) days prior to the effective date of the termination. Contractor shall continue to provide all services per this Contract, unless otherwise directed by the Authority in

writing until the termination becomes effective. Authority shall only be invoiced for services rendered by the Contractor prior to the effective date of termination.

XXVIII. Working Standards

Contractor agrees to execute its responsibilities by following and applying at all times the highest degree of care expected from contractors in the United States providing similar services such as those required under this Agreement. If the Authority becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the Authority may request in writing the replacement of any or all such individuals and the Contractor shall grant such request.

XXIX. Integration & Captions

This document incorporates the entire agreement of the Parties and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may not be amended except by a writing executed by the Parties hereto. The Parties having read and understood the foregoing terms of the attached Agreement do by their respective signatures dated below, hereby agree to the terms hereof.

The headings and section titles of this Agreement are inserted only as a matter of reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

XXX. E-Verify Program Requirements.

Pursuant to Ind. Code § 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Any failure by Contractor to remedy a violation of Ind. Code § 22-5-1.7 within thirty (30) days after notice of such violation from IAA, requires that IAA terminate this Agreement, unless such termination is detrimental to the public interest or public property. Furthermore, on or immediately prior to the effective date of this Agreement, Contractor agrees to sign, notarize and return the Affidavit attached hereto as "Attachment B" and made a part hereof.

Non-Collusion Affidavit

I hereby certify that I am the duly authorized representative of Contractor and that neither I nor any other member, employee, representative, agent or officer of Contractor has directly or indirectly, to the best of his/her knowledge:

- A.) Entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration to any firm or person other than a bona fide employee working solely for me or the Contractor, to

solicit or secure this Agreement other than that which appears on the face of this Agreement; or

B.) Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Agreement, the day and year referenced below.

Name of Business

By: _____

Title: _____

Date

INDIANAPOLIS AIRPORT AUTHORITY *

By: _____

Printed: _____

Title: _____

Approved as to Form & Legality:

By: _____

IAA Legal Department

* Signature authorized by IAA Resolution No. 6-2013

ATTACHMENT "A"
Scope of Work

SSI Form/Non-Disclosure Agreement

THIS NON-DISCLOSURE OF SENSITIVE SECURITY INFORMATION ("SSI") AGREEMENT, made and entered into this _____ day of _____ 20____ by and between the Indianapolis Airport Authority, ("DISCLOSING PARTY") and _____ ("RECEIVING PARTY"), a duly authorized employee of (affiliation) _____, located at (address) _____.

WITNESSETH

WHEREAS, the RECEIVING PARTY has a demonstrated need to know SSI that is contained within records developed for and maintained by the DISCLOSING PARTY; and

WHEREAS, the disclosure of and access to this SSI is restricted under 49 CFR Part 1520 to prevent the compromise of civil aviation security; and

WHEREAS, the DISCLOSING PARTY has an unconditional duty and obligation to protect SSI; and

WHEREAS, the DISCLOSING PARTY has the need and authority to release SSI to the RECEIVING PARTY,

NOW, THEREFORE, THE DISCLOSING PARTY AND THE RECEIVING PARTY HEREBY AGREE AS FOLLOWS:

SECTION I – DEFINITION OF SENSITIVE SECURITY INFORMATION

As used in this AGREEMENT, "Sensitive Security Information"(SSI) shall include any records, vulnerability assessments, writings, drawings, maps, tapes, films, photographs, electronic media, security programs, policies or procedures, technical programs and any or all other information as defined or considered to be SSI in 49 CFR Part 1520 which are transmitted, received or maintained by or under the direct control of the Indianapolis Airport Authority. This information may include, but is not limited to, information transmitted across LANs, WANs, direct telephone dial-in and the Internet, e-mails, written and electronic reports, files documents, drawings, construction documents, and information regarding computer and network infrastructure.

SECTION II – USE OF SENSITIVE SECURITY INFORMATION

The RECEIVING PARTY shall keep all information released by the DISCLOSING PARTY confidential and shall use internal procedures to control and maintain the confidentiality of the SSI, including without limitation, implementing physical security measures and operating procedures, which ensure non-disclosure of the SSI to any unauthorized third party. The RECEIVING PARTY may only disclose the SSI to those employees, agents, advisors, consultants,

RECEIVING PARTY affiliates or representatives who have a demonstrated need to know in the following circumstances directly and only related to Indianapolis International Airport:

1. When the person needs the SSI to carry out Department of Transportation (DOT), Transportation Security Administration (TSA) or Federal Aviation Administration (FAA) approved, accepted or directed security duties.
2. When the person needs the SSI to advise any person employed by, contracted to, or acting for the DISCLOSING PARTY regarding any DOT, TSA or FAA security-related requirements.

The RECEIVING PARTY shall not reproduce any information disclosed by the DISCLOSING PARTY without written consent of the IND Airport Security Coordinator.

The RECEIVING PARTY shall provide immediate written documentation to the IND Airport Security Coordinator of all persons who have had access to the SSI.

SECTION III – COMPLIANCE WITH LEGAL REQUIREMENTS

Having been granted access to SSI by the DISCLOSING PARTY, the RECEIVING PARTY hereby assumes all responsibility for any civil penalty or other enforcement or corrective action taken by the DOT, TSA or FAA resulting from the RECEIVING PARTY'S failure to adhere to the terms of this AGREEMENT and shall indemnify and hold harmless the Indianapolis Airport Authority and their respective directors, officers, and employees from any and all claims, suits, administrative actions, civil penalties, fines, judgments, and liabilities of any nature or character arising from RECEIVING PARTY'S failure to protect or prevent unauthorized disclosure of the SSI.

In the event the RECEIVING PARTY is required by law, regulation or court order to disclose any of the information received under the terms of this AGREEMENT, the RECEIVING PARTY shall immediately notify the DISCLOSING PARTY, through the IND Airport Security Coordinator, so that the DISCLOSING PARTY can seek a ruling or guidance from the Administrator of the Transportation Security Administration.

DISCLOSING PARTY shall comply with the applicable provisions of 49 CFR Part 1520 currently in force or as hereafter amended or adopted. (See Exhibit A attached hereto).

SECTION IV – RETURN OF SENSITIVE SECURITY INFORMATION

Upon termination of this AGREEMENT, at the request of the DISCLOSING PARTY, or upon change of employment status nullifying the RECEIVING PARTY'S demonstrated need to know, all SSI furnished under this Agreement shall be promptly returned to the DISCLOSING PARTY.

SECTION V – TERM

This AGREEMENT will remain in effect until all SSI disclosed to the RECEIVING PARTY by the DISCLOSING PARTY has been returned to the DISCLOSING PARTY.

RECEIVING PARTY

DISCLOSING PARTY

Signature

Signature

Printed Name/Title

Printed Name/Title

Date of Signature

Date of Signature