REQUEST FOR PROPOSALS

Multi-User Flight Information Display Systems

Bid Number: 1099

DUE DATE: August 3, 2021

DUE TIME: 2:00 pm (local)

INTRODUCTION

The Gerald R Ford International Airport Authority (GFIAA) is requesting proposals to upgrade its MUFIDS (Multi-User Flight Information Display Systems) and digital content software. The Authority desires to select a qualified Proposer to implement and manage the flight information and digital content at the Airport. The Airport will provide resources to physically connect devices to displays. Devices should be fully configured prior to delivering to Authority.

The Gerald R. Ford International Airport is the second busiest airport in Michigan, serving business and leisure travelers with nonstop and connecting flights on six airlines. The Ford Airport is managed and operated by the Gerald R. Ford International Airport Authority. For more information, visit www.flyford.org.

SOLICITATION AND PROJECT SCHEDULE

ACTIVITY	DATE
RFP Issue Date	July 7, 2021
Question Deadline	July 21, 2021
Submission Due Date	August 3, 2021 at 2 pm (local)
Contract Start Date	October 1, 2021

GFIAA reserves the right to modify the deadline set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum.

SITE INSPECTION

Respondents may request an on-site inspection by appointment only. Discussions between the Respondent and airport staff during the on-site inspection do not modify or override any written specification or correspondence provided in this solicitation.

Contact for an appointment:

Contact Name	JJ Swain
Contact Phone Number	616-233-6020

Respondents shall not communicate with the above contact for any reason other than for on-site inspection purpose. Any Respondent requesting a modification to the written specification should contact the Purchasing Department as instructed within this request.

WORK SCOPE

1. SCOPE OF WORK

The selected Vendor will act as a Service Provider for MUFIDS and digital content service offerings, including services needed to fully install, implement, operate, maintain, and monitor the system(s) described herein for the Gerald R. Ford International Airport Authority (Authority) at the Gerald R. Ford International Airport (Airport). The Authority desires to select a qualified Proposer to implement and manage the flight information and digital content at the Airport. The Airport will provide resources to physically connect devices to displays. Devices should be fully configured prior to delivering to Authority.

This service shall provide all infrastructure to accurately display flight information on the airport website, mobile app, and displays around the airport facility. Digital content may include but is not limited to Airport generated content, website

URL's, streamed or USB content, queue management system content, baggage carousel content, gate and ticket counter content. Digital content may be provided by MUFIDS managed services vendor, 3rd party vendors, or the Airport Authority. Systems that will require integration may include, but are not limited to website, mobile app, weather feed, airline flight information, baggage carousel, paging system, airline provided content, and advertising content. Content may be on-prem, in the cloud, or updated from either location. The Authority requires the proposed solution be capable of providing full operation and support to Authority staff, tenants, and the traveling public throughout specified areas of the Airport. Devices may need to support multiple types of content on an individual display.

Current content shall be recreated for new system. Selected Vendor shall have the capacity to create the content and provide content creation services throughout the project and duration of the managed services contract. For the project, screens shall be designed to look the same as they are currently.

Systems referenced in the RFP:

- MUFIDS – Multi-User Flight Information Display Systems
- BIDS – Baggage Information Display Systems
- GIDS – Gate Information Display Systems

1.1 Scope of Work – MUFIDS and digital content system upgrade

The MUFIDS and digital displays shall provide digital content throughout all public and operational areas of the terminal facilities and other buildings, where there is airport supported digital content. The vendor shall be responsible for the following:

A. Integrations

1. Baggage carousel computer – this technology will need to be replaced.

    a. Location: Bag belt where airline employee loads inbound bags.

    b. Button is pressed for First Bag; Button is pressed for Last Bag

    c. Carousel screens – populated with information from baggage carousel computer system.

    d. Public address system – Prizm system announces the flight from information sent from baggage carousel computer system.

2. Flight information goes to website www.grr.org

3. Flight information goes to Mobile App - "GRR Airport" (Apple/Android)

4. Flight information goes to Airport displays

5. Queue Management System (QMS) information (Xovis in Cloud) goes to Airport displays

6. Integration will be needed with public address system to synchronize visual and audio paging announcements. If this is not possible, description of options shall be included in proposal.

B. Types of content to support

1. Airport generated content

2. Baggage carousels

a. Includes advertising, flight number and departure airport, and Carousel numbers. All are displayed at the same time on the screen.

b. Advertising displays full screen when no flight is being displayed.

3. Real time flight map/Weather – The weather screens provided through a 3rd party URL. This is a URL that has a weather map overlayed with flights. It has 2 views and zooms between the views. The content is delivered using the URL.

4. Flight information – Flight feeds and information shall be provided by proposer.

5. Queue Management System Wait Times – Wait time information provided from Xovis system.

6. Baggage carousel computer – device for airline to choose flight for baggage dropped on carousel.

7. GIDS – Two airlines have their own content/devices. Other airlines have an airport display with flight information and a gate number displaying between flights.

8. Baggage Services Office (BSO) displays – individual airline flight information.

9. Two displays, on walkways between ticket counters and Grand Hall. 86" displays which are a combination of sponsor and airport content.

Note: See Exhibit A for screen designs to replicate in upgraded system.

C. Features

1. Airlines and Airport shall have a web interface to change flight information, in the event it does not update automatically from the Airline feeds. Preferred option is automated updates from airline feeds.

2. Remote monitoring and maintenance of servers and endpoint devices by proposer.

3. Timed sequencing for rolling displays.

4. Ability to schedule content for displays.

5. Full system and management reporting.

6. Displaying content on screen sizes of 40" and larger. (Examples: 40", 49", 55", LG 86BH5C 86")

7. Provide solution to implement visual paging for public address and emergency alarms.

D. The successful proposer shall be responsible for participating in all applicable Authority safety and security programs and adhering to the established safety guidelines.

E. The successful proposer shall provide all required notices and plans prior to performing any work that may affect the availability of the system(s). These notices and plans must be approved by the Authority prior to commencement of work.

F. The successful proposer shall comply with all codes, ordinances, regulations, and any other legal requirements of public authorities which will bear on the implementation of work for the project.

G. Hardware installation will be done by Airport resources, working with the Proposer remotely.

H. The airport will provide an internet connection, behind a firewall. The internet connection will need to be limited to the IP's/subnet's where the services reside.

1.2 Existing infrastructure and detailed equipment.

A. 2 Servers (on-prem), running SQL server for the database.

1. A number of scheduled tasks and file transfers support the integrations with other systems on-prem and in the cloud.

B. Flight information – 88 displays

1. Arrivals, Departures, Gates, Airline specific arrivals/departures, baggage service office displays.

2. Baggage carousel computers and baggage carousel displays – There are 4 carousels. Devices on carousels that display first/last bag being placed on carousel and which flight displays on each carousel screen. All flights show on each baggage carousel computer. The person dropping the bags on the belt will select the Flight, First bag, and Last bag. The flight will show on the carousel and send a notification to the paging system to announce the first and last bags of the flight.

   a. The baggage carousel computer has a web controller that has its own network connection.

C. Hold Rooms (Airport content) – 15 displays

1. All display same content, initiated from 1 media player.

2. The content is distributed over coax cabling to the hold room displays.

3. A distribution device takes the input from the media player computer and sends it over the coax.

D. Other displays (Airline branding behind ticket counters, Weather (URL), USB content) The current USB content shall be distributed through the selected MUFIDS and digital content software. – 54 displays

2. REQUIREMENTS

2.1 DESIGN APPROACH

2.1.1 The Proposer may propose alternative solutions to any of the requirements. These alternatives shall be clearly delineated and shall be proposed as options, in addition to the base design, and shall clearly explain advantages over the design requested herein.

2.1.2 The system shall, to the greatest extent possible, use off-the-shelf systems (software and hardware components) and shall embrace systems and technologies that have been developed and successfully implemented. The system shall be the latest general availability release of hardware/software from the manufacturer and shall have the most up-to-date security updates, drivers, and firmware installed.

2.1.3 The systems architecture should be guided by the following: security best practices, system availability, ease of use and content changes, and reduction of on-site support.

2.2 GENERAL REQUIREMENTS

2.2.1 Proposer Submittals

A. Pre-Award Submittals (submitted with proposal documentation)

1. Design of systems and interconnectivity. System/network components and how they communicate with each other. Description of hosting environment, and server/data center redundancy.

    a. Description of any cloud services or processes, that proposer is using. Include data center security, redundancy, failover, and failback process. The Authority should be able to understand how on-premises systems will be impacted during a failover or disruption of service at the cloud data center.

2. Upgrade plan: taking current system and migrating to the cloud.

    a. Indicate anticipated downtimes during migration.

3. Specify types of content supported and any that are unsupported.

4. Project Schedule

    a. Describe how long will it take to procure, configure, and deliver any hardware devices.

    b. Describe how long will it take to setup and configure the servers and software to the point it is ready for deployment.

B. The delivery dates of submittals will not be negotiated unless specified herein. The Proposer shall supply any submittal within fifteen (15) working days if requested by the Authority.

C. The Proposer shall provide and have approved by Airport IT staff, the following submittals during project, as specified:

1. System Drawings: The Proposer shall submit drawings that clearly illustrate the proposed system architecture and show the normal flow of data throughout the system. These drawings shall be submitted at the 50% and 100% design levels. This shall include ports and IP addresses that the proposer plans to use. Drawings shall be delivered to the Authority within 30 days of notice to proceed.

2. Disaster Recovery Plan: Due to the critical nature of airport operations, the Proposer shall prepare a primary disaster recovery plan for the MUFIDS and digital content system. The Proposer shall include a description of how the Proposer will be able to respond with the necessary labor, hardware, software, technical support, materials, equipment, and other requirements to ensure that the MUFIDS and digital displays are up and running properly throughout a disaster scenario. Provide a timetable detailing actions in a “cause and event” scenario. A summary description of the Proposer’s plan shall be provided with the proposal response, a detailed “disaster recovery plan” shall be delivered to the Authority within 60 days of notice to proceed.

2.2.2 Required project documentation and training

1. As-built drawings: The Proposer shall supply system as-built drawings prior to final system acceptance. These drawings shall be provided in Microsoft Visio drawing format that can be edited by the Airport and in Adobe (.pdf) format. The drawings shall detail system component and data interconnectivity, component locations, data exchanges between systems. Hardware and software support documentation and any applicable manufacturer documentation shall be supplied. To the extent possible, flight data shall be detailed to who and how the data is updated throughout the data flow from origination to final display. Known IP address and ports shall be included in the drawings.

2. System Administration Documentation: The Proposer shall provide system administration documentation for tasks the airport will need to perform. This documentation should include, but is not limited to adds, moves, and changes of devices.

3. Documentation Reference: The Proposer shall supply a complete list and cross-reference of all supplied documents (i.e., name, brief description, and document number).

4. Maintenance Manuals: Manuals including maintenance instructions and other descriptive material as received from the manufacturers shall be provided that will enable authority personnel to maintain equipment and test equipment. This documentation shall include descriptions, specifications, theory of operation (where applicable), layout drawings (showing component types, positions and locations), and back-panel and assembly wiring diagrams. In addition, electronic copies of all documentation shall be provided. Documentation shall include instructions for preventive maintenance procedures that include examinations, tests, adjustments, and periodic cleaning.

5. Devices should be named with a convention that enables onsite personnel to identify the location of the device by the name of the device. Final naming of devices shall be approved by airport staff.

6. Describe training to be provided for Airport IT and other onsite staff that need training, on management interfaces. For example, after-hours onsite support may be needed by building maintenance or operations staff.

2.2.3 Service requirements

1. Alerting – email alerts shall be configured to email the Proposer's support and Airport's support. Alerts shall be responded to by the Proposer's team based on the contracted support hours and response times. At minimum, the network connection and software required to display content should be monitored to alert when a display is not working properly or displaying the intended content.

2. Redundancy – Redundancy shall be built into the software or endpoint devices to display content for a period of time, during a network or software outage. Indicate in the proposal, the length of time the last correct content will remain visible, when an endpoint issue occurs, or the network/internet connection is lost.

3. Support options – In proposal provide details of the support options available. (NBD means Next Business Day)

a. Preferred options: 24x7 or 8x5xNBD

Single display issue

	1st Response Time	Resolution Time
During business hours	2 hours	4 hours
After business hours	NBD	NBD

High impact – Multiple displays or system-wide issues

	1st Response Time	Resolution Time
During business hours	30 minutes	4 hours
After business hours	2 hours	4 hours

b. Hardware replacement – Preferred options: NBD advanced replacement or 5 pre-configured shelf spares. Describe how quickly devices can be replaced.

c. Include escalation procedures in proposal.

d. Describe how quickly change requests will be completed.
(ie: moving content between displays)

4. We would like to know the options for remote control software on devices and viewing current content on all screens. The Authority uses ScreenConnect to manage endpoint devices. We would like to continue to use ScreenConnect remote control software. To simplify support of all endpoints, viewing current content should be setup to view as many screens as possible on one regular desktop monitor. The screens should be easy to navigate to quickly identify any issues. The screens should be able to be grouped to enable quick identification of screens with issues around the airport. The screen content should be able to be refreshed from the computer to immediately see if issue has been resolved. The devices should be able to be viewed, troubleshot, and remediated from onsite or remotely.

5. Management interfaces shall be easy for Authority staff or Airline staff to use. Airlines need to be able to quickly update flight status.

6. Screen creation shall be included in service for length of contract. Specify how quickly screens can be created and deployed. (Examples include but not limited to: FIDS, GIDS, BIDS). All screens and content changes must be approved by Authority before change is made.

7. The proposer shall coordinate and provision all system modifications and upgrades throughout the life of the contract for MUFIDS and digital content environment, endpoint devices. Modifications and downtime shall be approved by airport prior to implementation. Proposer shall coordinate with the various third parties for integration, implementation, and support for system modifications and upgrades. System upgrades shall be provided throughout the contract to ensure the systems are supporting the most current technologies. Proposer shall not perform scheduled maintenance or cause downtimes, unless previously approved by the Airport Authority. For unscheduled or emergency maintenance, the Authority must be notified immediately after proposer discovers

issue. Planned downtimes or future changes must be coordinated and approved by Authority to not impact tenants or passengers.

8. The proposer shall specify the amount of bandwidth each device would consume, and the total bandwidth required for all devices.

9. Proposer shall assign a project manager for content creation, device procurement, device setup, shipping, and installation. Provide project manager experience summary and resume highlighting recent and similar installations.

10. Proposer shall provide the Authority with monthly reports, on the first of each month, detailing MUFIDS and digital content uptime and maintenance performed (both scheduled and non-scheduled) on the MUFIDS and digital content service via the system's reporting capabilities. The information contained in the monthly reports shall be coordinated with the Authority's designated representative.

11. Proposer shall protect devices with antivirus and provide weekly antivirus reports on items discovered and remediation steps.

12. Must be currently supported technology. Windows or Linux technology is preferred; however, we will consider other options. All technology must be able to be upgraded and supported throughout the term of the contract.

13. Performance

    a. Device reboot and information display should take less than 1 minute and have similar performance to current web technologies and other MUFIDS systems.

    b. There should be no noticeable delay in screen transitions.

    c. Graphics transitions should be smooth. They should not be noticeable, abrupt, or choppy.

    d. Graphics and animation shall be clean, clear, undistorted, and fit to screen.

14. Airport support and proposer support shall receive alerts and error checking for 3rd party integrations to verify screen content is updated.

15. Project progress meetings shall be held weekly once notice to proceed is given.

16. Individual components shall be able to be serviced without impacting other components or the entire system. This would include the hosting and networking environments.

17. Project shall plan to minimize downtime as software or hardware is transitioned from on-prem to the cloud.

2.2.4 Hardware Requirements

A. The MUFIDS and digital displays service offering, shall include all configured hardware necessary for a fully functional system. The Proposer shall supply all cabling, connectors, adapters, and termination equipment necessary to interconnect all system hardware. All hardware and materials shall be new and of a quality that the connectors remain connected and stable to minimize onsite troubleshooting.

B. Hardware requirements shall be provided by proposer to meet or exceed performance requirements listed in this RFP. The hardware requirements shall be provided to ensure the hardware supports the proposer's software and network requirements for data feeds and coordination with the cloud-based software for

displaying of MUFIDS and digital content. The hardware selected shall meet the operational, functional, and performance requirements specified herein.

C. Equipment and cabling: The Airport will make final equipment connections to displays and network. Proposer shall provide the necessary patch cables, equipment cables, and power supplies and cables. It is the Proposer's responsibility to fully review the infrastructure components not provided by this project and identify in writing where the infrastructure does not meet requirements. Proposer shall label devices with the naming convention approved by the airport. The Airport would like to know if the Proposer can support Wi-Fi and PoE on the devices.

D. Additional hardware: The Proposer is responsible for providing all hardware and associated appurtenances required for final installation. The airport would prefer mounting hardware for devices that allow the devices to be physically replaced without removing displays from the wall. The mounting hardware, devices, and cables shall be hidden from view with typical viewing angles. Mounting hardware details shall be provided in the proposal. The Proposer shall be responsible for performing the appropriate coordination with the Authority to ensure all MUFIDS and digital display equipment will be accommodated.

E. Baggage claim controllers shall be new and mounted to the current location at the baggage belt drop area. The screens should be a minimum of 10" and connect to the network cabling. A rugged case shall be provided that does not limit the functionality of the device. The device shall operate at the temperature of the baggage belt drop area. An internet connection will be provided through the network cabling.

F. Visual paging shall meet all ADA guidelines for visual paging in public facilities. The visual portion broadcast from these displays shall be in sync with the audio portion of these announcements.

G. All hardware, software, cables, and connectors shall be covered under the managed services contract.

2.2.5 Functional requirements

A. MUFIDS software shall perform data validation on the appropriate fields during data entry and update to ensure the integrity of data content.

B. MUFIDS shall utilize assignable levels of security and access level for each system user which shall define which functions are available to a user with a given security level. Carrier employees are not able to view/edit any flights other than their own.

C. Remote access and software updates shall be restricted to proposer's block of IP addresses to their cloud service. Only Airport approved remote access shall be allowed.

D. System shall accommodate scheduled times for displays, displays based on flight schedules, displaying for custom amount of time before and after content is displayed.

E. To enable a smooth transition of devices, the screen designs shall be the same as the current design.

F. Flight updates should get feeds from airlines (preferred) or provide a web-based method for airlines to make changes. Changes should be updated on the screens as quickly as possible. Changes should populate displays at a minimum of less than 60 seconds.

2.2.6 Technical requirements

A. Systems management shall be cloud based with low latency.

B. Systems monitoring shall be 24x7.

C. MUFIDS and management applications, shall have the ability to enforce password requirements.

1. Change frequency: minimum every 90 days.

2. Password reuse: cannot reuse same password.

3. Complexity: Passwords must include characters from three of the following groups: lower-case letters, upper-case letters, numbers, and special characters.

4. Minimum length: 10 characters

5. Limit scope of device connectivity to between vendor's subnet/range of IP addresses and Airport's subnet of IP addresses.

6. Multi-factor authentication to websites for management interfaces.

D. Content shall be able to load and display correctly upon a power cycle of the device.

E. Built-in redundancy on the device, to allow screens to continue playing the current content, in the event of network connectivity loss. The proposer shall specify the duration the screens will continue to play content.

F. The proposer shall be responsible for anti-virus protection on servers, MUFIDS and digital display devices. The proposer shall be responsible for diagnosis and recovery from any viruses on the servers and MUFIDS and digital display devices.

G. Devices shall be configured with time synchronization, using a standard Network Time Protocol (NTP) on standard servers. Time across all devices and any displaying on screens shall be synchronized to less than 20 seconds difference.

H. In the event of a connection failure, all flight records shall be held in a transmission queue. The system shall have the ability to purge information from the transmission queue and refresh them with a new snapshot of all records based on a time-rule criteria. The system shall remain updated, and update displays immediately following any disruption.

I. Systems upgrades, security patches, and fixes shall not be conducted without coordination with other integrated systems. Any interface modification should not require the MUFIDS system to go through a complete shutdown in order to reload or restart.

J. Screen content shall be able to be refreshed by individual screens.

K. Devices will need to work reliably, with HDMI extender technology, as needed. Not all devices will use HDMI extenders.

L. The Airport Authority shall be entitled to any and all upgraded versions of the software that becomes available from the Proposer, for the duration of the contract, at no charge as long as there is a current contract in place for managed services.

M. System shall be built to support future digital display growth at the Airport during the timeframe of the managed services contract.

N. All data integrations need to be transferred to 3rd party application in a format compatible with their system.

O. The push, pull, or API integration design for data transfer shall be guided by security best practices and reliability.

2.2.7 Optional items:

Specify in proposal, if the options below can be added and what additional costs would be to supply those features.

A. Wi-Fi enabled on devices.

B. Power over Ethernet support on devices.

C. Support for WebOS or built-in players, to the displays.

D. Procurement of hardware by Airport.

E. Storage of FIDS data throughout the length of the contract. Enable use of FIDS data by Airport.

F. Unplanned annual system-wide downtime of less than 99.99% (52 m 35.7s)

G. Enhanced security to protect the hosted environment or the endpoints. (ie: any advanced security options that could be deployed)

H. Seamless and automated failover between any components that could cause downtime to multiple screens.

3. IMPLEMENTATION

3.1 PROJECT PHASES

A. General

1. The implementation of the MUFIDS and digital displays shall be phased as necessary in order to minimize any disruption of normal Airport operations. Proposer shall provide a detailed implementation and phasing plan for acceptance by the Authority prior to performing any work.

2. The proposer shall satisfactorily examine the condition of the existing system and formulate a written plan for implementation of the system upgrade/migration to the cloud with no full system downtime and minimizing downtime to each component. The upgrade plan shall be included in proposal.

3. Within 30 days after Notice to Proceed the Proposer shall submit a detailed project schedule in accordance with the submittal requirements identified in this document.

4. During implementation, proposer shall have the appropriate staff available for phone support, during times onsite work is being performed, to support migration. This could include but is not limited to equipment changes and troubleshooting.

B. Phase One - Design

1. The Proposer shall develop a MUFIDS and digital displays architecture and design for implementation, including all infrastructure components, system hardware and software, and other miscellaneous components required to meet the requirements defined in this RFP. The drawings shall clearly illustrate the proposed system architecture and show the normal flow of data throughout the system. This shall include ports and IP addresses that the proposer plans to use. The proposed architecture and design shall be submitted to the Authority for approval at a 50% and 100% design level and must be approved in writing prior to installation.

2. Display designs shall be approved by airport prior to proceeding.

3. The Proposer shall submit and receive written acceptance of the proposed architecture, design and schedule from the Authority before continuing on to phase two of the project.

4. Maximum duration of design phase is 90 days.

C. Phase Two – Testing

1. Testing shall be completed onsite at the Airport. 10 production devices shall be shipped to the Airport for testing.

2. The Proposer shall conduct MUFIDS and digital displays meetings with stakeholders to test the following.

    a. Display designs – display designs and functionality shall be tested on production devices. Approval from Airport is needed in writing, prior to moving to installation phase.

    b. Screen transitions.

    c. Hardware performance.

    d. Data flow for integration with 3rd party systems.

    e. Approved performance metrics will become the standard baseline used as a minimum standard throughout the length of the contract, unless a stricter minimum standard is agreed to.

        i Endpoint devices shall use no more than 80% of the processor and memory for longer than 2-minute period. Normal running performance must be less than 80%.

    f. If testing does not meet design, performance, and integration requirements after 90 days of troubleshooting from the time testing begins, contract(s) may be terminated.

3. The Proposer shall develop and submit an installation schedule for the Authority's approval.

4. Maximum duration of testing phase is 90 days.

D. Phase Three - Installation

1. The installation will be phased over 1-2 months which will be dependent upon the onsite resources available. Phases will be finalized and agreed upon by the Airport and Proposer, prior to installation. Potential phases could be in groups of devices up to 25 devices, carousel technology, and third-party integrations.

2. After an installation schedule is agreed upon between the Airport and Proposer, the Airport will communicate with Airport tenants and stakeholders.

3. After each phase of the implementation, any issues must be resolved prior to proceeding to the next phase. If issues are not resolved to the satisfaction of the Airport, the installation schedule shall be adjusted.

4. Documentation shall be provided in Microsoft Visio, that can be edited by the Airport and in Adobe (.pdf) format. These shall indicate hardware deployed as a part of the installation phase.

E. Phase Four – System verification

1. This phase will consist of verification that all systems are working as expected, data accuracy, time synchronization across systems, and 3rd party integrations are working as expected.

2. All issues and system verification needs to be completed within 30 days of device being installed.

3. Final as-built documentation must be provided within 60 days of system verification and prior to project close out.

4. The project can be closed out after written approval from Airport that systems have been verified to be in working condition.

REQUESTS FOR INFORMATION

Questions regarding this solicitation are to be submitted in writing to *purchasing@grr.org* prior to 5 p.m. on July 21, 2021.

GFIAA reserves the right to publish and respond to an inquiry, respond directly to the inquirer without publishing or not respond to the inquiry at its sole discretion.

It is the firm's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this solicitation. Lack of understanding or misinterpretation of any portions of this solicitation shall not be cause for withdrawal after opening or for subsequent protest of award.

Addendums will only be published by the GFIAA Purchasing Department and available for review at www.flyford.org.

SUBMISSION FORMAT AND EVALUATION CRITERIA

Submissions should include and will be evaluated on the elements outlined below:

Executive Summary – One (1) page maximum
Summarize the Respondent's strong points and how experience, particularly with similar responsibilities, will benefit the stakeholders.

Business Organization – One (1) page maximum
State the full name and address of the organization and, if applicable, the branch office, consultants, or other subordinate elements that will provide or assist in providing the service. Include phone number(s), email address(s) and Respondent's website address.

Recommendation – Twelve (12) pages maximum
State in succinct terms the Respondent's understanding of the major issues of this request. Describe specifically the Respondent's intended process and responsibilities. Identify important steps that will be taken to meet the GFIAA's expectations and identify deliverables.

Project Staffing – Four (4) pages maximum
Provide a chart with the staff you are committing to the solicitation. Show lines of authority and communication, and provide a brief role description with responsibilities for each person as they relate to the solicitation as well as each staff member's key credentials

References – One (1) page maximum
Provide a minimum of three (3) relevant references, preferably for projects of similar scope and complexity. Include the names of the projects, location, completion date, project cost, and specific challenges; identify project team members and references for each project including telephone numbers and email addresses.

Fee Proposal – Two (2) pages maximum
Provide a fee proposal based on providing a fully functional system, including:

- Pricing for 1, 2, and 3 years. Include estimated pricing for each additional year after that. Pricing should include all features, upgrades, hardware, and software for the duration of the managed services contract. Separate one-time fees from ongoing fees.
- All devices should be covered under the contract. Preferred support is next business day advanced replacement or a method, proven in test phase, for configuring shelf spares for next business day replacement.
- Any additional fees not included in the service contract shall be detailed in the proposal.

- Include payment schedule and terms. Preferred scheduled to coincide with project phases.
- Include fees for adding a new device. The fees shall indicate the purchase and implementation costs and fees for support, through the duration of the contract or support fees based on year it was purchased.

REQUEST FOR PROPOSAL SUBMISSION

Responses may be delivered physically or electronically. To be considered, complete submissions must be received in the Gerald R Ford International Airport Authority office located on the second floor of the terminal building prior to the due date and time specified (local time).

- Hard copy responses can be mailed or otherwise delivered to the address below.

Submission address:
Attn: Tom Cizauskas, Purchasing Manager
Gerald R Ford International Airport Authority
5500 44th St SE
Grand Rapids, MI 49512

- Electronic responses can be securely uploaded as a single pdf document to:
https://www.dropbox.com/request/nMqGqKbTSTA936CDdihu

Electronic submissions shall be named with a form or portion of the firm's name as part of the document name.

The firm certifies the response submitted has not been made or prepared in collusion with any other respondent and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other respondent prior to the official opening of this request. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to the making of false statements.

Submissions may be withdrawn by written request only if the request is received on or before the opening date and time.

Submissions not meeting these criterions may be deemed non-responsive.

GFIAA is not liable for any costs incurred by any prospective firm prior to the awarding of a contract, including any costs incurred in addressing this solicitation.

Each submission must be signed by a person authorized to sign contracts on the behalf of the firm. The name of the person signing must be followed by title.

AIRPORT SECURITY

It is essential that during the performance of this contract that airport security be maintained and that operations under this agreement conform to Airport security requirements.

Airport-Issued Identification Badges -
Identification badges are issued by the Airport Police Department to provide unescorted access to authorized employees performing job duties within the airport. Contractors assigned to this account must be badged to provide services within the Secure Area. GRFIAA will not provide escort. The Contractor assumes responsibility for the conduct of all personnel working on airport property. All personnel within the Secured Area must display an airport-issued identification badge or be escorted by personnel with a badge who has been granted escort privileges. Identification badges must be worn on an individual's outermost garment and above the waist at all times.
The Airport encourages all Contractor personnel to be badged. **An unbadged person is to be under escort at all times.** This will be strictly enforced.

Badges are the property of the Airport and must be returned promptly upon fulfilment of this agreement, an individual's termination or at the request of the GRFIAA. Failure to return badges may result in the Contractor being declared nonresponsive and ineligible for future Airport contracts.

Pre-Badging Requirements for General Contractor -
Contractor should coordinate badge requirements with the Airport Project Manager. DO NOT WAIT UNTIL THE LAST MINUTE. The following documents are required before the Contractor begin the badging process for themselves, their subcontractors or their employees:

1. Project Letter from Contractor – Letter must include the Project Name with Start Date and estimated End Date, PLUS a list of all Subcontractors (if any).
2. Authorized Signer Letter(s) – Contractors/subcontractors will designate one or more individuals to be Authorized Signers for badge enrollments. The Authorized Signer letter must be on company letterhead. An Authorized Signer must obtain an airport badge prior to attending signatory training which is administered by the Airport Security Coordinator. The badging process is outlined below.

Badging Process –
The badging process requires two visits to the Airport Police office for each applicant.

1. Badge Application and Background Checks
The process is initiated with the Authorized Signatory. They will be enrolling the applicant in the airport's SAFE Signatory Portal. Once enrolled and submitted, each applicant must make an initial appointment with the airport badging office. (www.grrbadging.as.me)
As outlined in the appointment information, each individual is required to provide 2 pieces of acceptable ID, as well as provide a completed GRR Fingerprint Application. Information about acceptable IDs and the GRR Fingerprint Application can be found on the badging services page: http://www.grr.org/badging-services.php

The airport will perform two background checks on the applicant:

a. A security threat assessment (STA) is a name verification background check conducted by the Transportation Security Administration (TSA).

b. A criminal history records check (CHRC) is a fingerprint-based background check to determine if personnel have been convicted of a felony within the last ten (10) years. Background check results can take anywhere from two days to two weeks to be completed.
The Contractor's Authorized Signatory will be notified once the background checks have been completed and approved. The Authorized Signatory will notify the individual and have them schedule their assigned appointment for Badge Training and Issuance.

2. Training and Badge Issuance
The applicant will make an appointment at www.grrbadging.as.me for their assigned training and badge issuance. Training may include the following depending on which privileges the Authorized Signatory assigned during enrollment:

a. SIDA training
b. Non-movement driver's training

Each training takes approximately 45 minutes to complete. Once completed and passed, the individual will receive their ID.

3. Authorized Signatory Training (IF APPLICABLE)
If an individual will be designated as an Authorized Signatory for their company, they will need to schedule an appointment for Authorized Signatory Training with the Airport Security Coordinator. This is typically handled through communication with the original Authorized Signatory and can only be completed after they have received their badge.

All initial badging fees will be at no cost to the Contractor. If an ID badge is lost, stolen, or otherwise unaccounted for immediate notify Airport Communications at 616.233.6055. The ID badge replacement fee is $50.00. The badge holder is responsible for the ID badge replacement fee.

TERMS AND CONDITIONS

GFIAA reserves the right to require that its standard terms and conditions apply to any actual order placed in response to a firm's submission. No attempt to modify GFIAA's Standard Terms and Conditions shall be binding, absent agreement on such modification in writing and signed by GFIAA.

No payment shall be made to the Respondent for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless changes in or additions to the contract requiring additional outlay by the Respondent shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the GFIAA.

The intent of these specifications is to solicit a properly designed and all-inclusive response. Any requirements not in the specifications, but which are needed for such a response, are to be included in the submission.

The Gerald R Ford International Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Respondent shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations at all times during the completion of any contract with the GFIAA.

The terms of this request shall be interpreted, construed and enforced pursuant to the laws of the State of Michigan, and the Parties irrevocably consent to the jurisdiction of the federal and state courts presiding in Michigan.

The GFIAA is tax-exempt, and a regional airport authority organized under 2015 P.A. 95, being MCL 259.137 et. seq.

Vendor Representation and Warranty Regarding Federal Excluded Parties List: The Respondent acknowledges that the GFIAA may be receiving funds from or through the Federal Government; such funds may not be used to pay any Respondent on the Federal Excluded Parties List (EPLS). The Respondent represents and warrants to the GFIAA that it is not on the Federal EPLS. If the Respondent is in non-compliance at any time during execution or term of this agreement (including any extensions thereof), the Respondent shall be in breach and the GFIAA shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Respondent, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorney fees (including the costs of in-house counsel) sustained as a result of the Respondent's non-compliance with this warranty and representation.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

Insurance requirements are posted on the Documents and Forms page of the GFIAA website within the Purchasing

Terms and Conditions document.

Termination For Cause: Should the firm fail to perform the Work as required by and in accordance with the schedule or time requirements, or otherwise violate any of the terms set forth in the Solicitation Request, it shall constitute breach of the Contract. Other than in force majeure situations, Respondent shall have five (5) calendar days to cure a breach of the Contract (the "Cure Period") following issuance of GFIAA written notice. Failure to cure a breach of the Contract within said Cure Period shall allow the GFIAA to, without further notice to the Respondent, declare the Contract terminated and proceed with the replacement of the Respondent and the GFIAA shall be entitled to all remedies available to it at law or in equity including a claim against any required payment/performance bonds. Termination Without Cause: Notwithstanding any other provision, at any time and without cause, GFIAA shall have the right, in its sole discretion, to terminate the contract by giving sixty (60) days written notice.

Although it is the intent to contract with one provider, the GFIAA reserves the right to contract with alternate sources if the Respondent is unable or unwilling to service its obligation, or it is deemed by GFIAA to be in its best interest to use alternate sources.

Assignment: Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

Respondent warrants that they are an authorized provider of products or services of his/her submission.

MICHIGAN FREEDOM OF INFORMATION ACT

Information submitted in this solicitation is subject to the Michigan Freedom of Information Act and may not be held in confidence after the Respondent's submission is opened. A submission will be available for review after the project has been awarded.

GFIAA cannot assure that all of the information submitted as part of or peripheral to the Respondent's submission will be kept confidential. Any Respondent submission language designated as confidential is considered automatically invalid and void. GFIAA is subject to the Michigan Freedom of Information Act, which prohibits it from concealing information on or associated with responses, successful or unsuccessful, once they are opened.

EVALUATION, STATUS UPDATES/AWARD NOTIFICATION

The Authority reserves the right to request additional information it may deem necessary after the submissions are received.

As part of the evaluation process, Respondents may be requested to make an oral presentation, at the Respondent's expense, to an evaluation committee. Key staff to be assigned to this project must participate in this presentation unless otherwise waived by the Authority. The presentation may be followed by a question-and-answer session.

The Authority reserves the right at its discretion to waive irregularities of this solicitation process.

In the event of extension errors, the unit price shall prevail, and the Respondent's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail, and the Respondent's total will be corrected accordingly. Respondent must check their submission where applicable. Failure to do so will be at the Respondent's risk. Submissions having erasures or corrections must be initialed in ink by the Respondent. Respondents are cautioned to recheck their submissions for possible errors.

The Respondent shall not be allowed to take advantage of error, omissions or discrepancies in the specifications.

The Authority, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to the Authority. The Authority, at its sole discretion, shall select the most responsive and responsible Respondent and evaluate all responses based on the requirements and criterion set forth in this solicitation while

reserving the right to weigh specifications and other factors in the award. The Authority reserves the right to reject any and all submissions as a result of this solicitation.

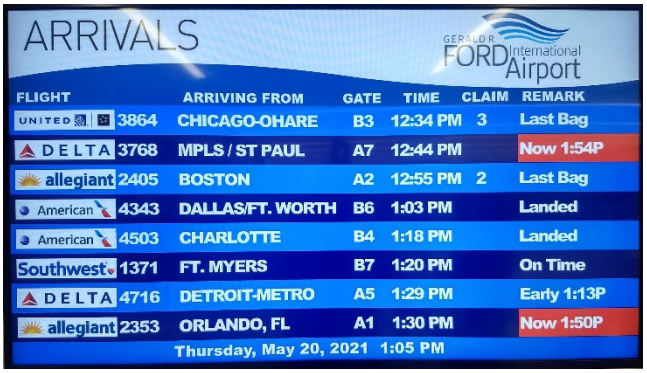
The Authority reserves the right to award by line item when applicable and to accept or reject any or all parts of a submission.

Accelerated discounts should be so stated at the time of submission. If quick-pay discounts are offered, The Authority reserves the right to include that discount as part of the award criterion. Prices must, however, be based upon payment in thirty (30) days after receipt, inspection, and acceptance. In all cases, quick-pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

Award notifications are posted on the Authority website. It is the Respondent's responsibility to monitor the website for status updates.

Exhibit A

Arrivals – All Airlines (Top)



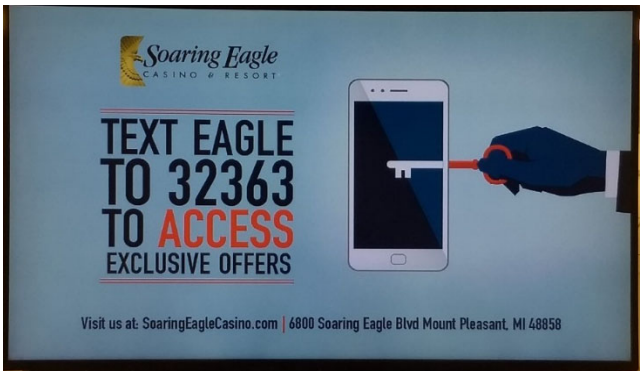
Arrivals – Single Airline (Bottom)

Departures 1 (Top)

Departures 2 (Bottom)

Carousel with Flight

Carousel between Flights



Pre-Check Queue Screens

Standard Queue Screens

SERVICE CONTRACT

THIS SERVICE CONTRACT ("Contract") is entered into this ____ day of _____ 20__, by and between the **Gerald R. Ford International Airport Authority**, a regional airport authority organized under 2015 P.A. 95, being MCL 259.137 et. seq. ("Authority"), with a principal place of business at 5500 44the St. SE, Grand Rapids, Michigan 49512 and [_____], a [type of legal entity] ("Contractor"), with a principal place of business at [_____].

WHEREAS:

A. The Authority operates the Gerald R. Ford International Airport located in Grand Rapids, Michigan (the "Airport"), and needs various [type of services] regularly provided for the benefit of all users of the Airport.

B. The Contractor has extensive experience and expertise in providing the Services (as defined below) and in providing certain of the materials and supplies needed therefore.

C. The parties wish to contract for the Services of the Contractor to provide such Services for the Authority at the Airport.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the parties agree as follows:

1. **INTRODUCTION**

1.1 **Nature and Scope of Contract**. The Authority hereby contracts with the Contractor as a provider of the Services, and to provide certain materials, supplies and equipment for the efficient performance of the Services as set forth in sections 2, 3 and 4 of this Contract. The Authority agrees to pay the consideration therefore as provided in section 5 of this Contract. Contractor accepts such duties and responsibilities and agrees to provide the Services and to make available to the Authority such materials, supplies and equipment, all as set forth herein.

1.2 **Joint Cooperation**. The parties hereto shall collaborate and cooperate to ensure the Services are provided in a timely and efficient manner, and the Authority will be at all times entitled to be advised, at its request, of the status of the work performed by Contractor and of the details thereof.

1.3 **Term of Contract**. The term of this Contract shall commence on [_____] and shall continue, unless earlier terminated pursuant to this Contract for a term of [_____] ([__]) years (the "Initial Term"). [The Initial Term shall then automatically renew for successive one (1) year periods (each, a "Renewal Term", and collectively with the Initial Term, the "Term"), unless either party provides at least 60 days' notice of non-renewal prior to the end of the then current Initial Term or Renewal Term.]

2. **SERVICES**

2.1 **Specific Services.**

(a) The Authority hereby retains Contractor to furnish the services and related labor, material, equipment, supervision, tools and all other items and personnel necessary to provide the services for the Airport, which services are more particularly described in **Exhibit A** (the "Services"). The

DRAFT

Services shall be performed at the Airport, in accordance with the terms of this Contract and Exhibit A. Any changes to the scope of the Services must be approved in writing, by the Authority.

(b) Contractor agrees to train, manage and direct its employees to provide all required Services to the Authority. Such training, management, and direction shall be provided in the context of the physical areas, job descriptions and duties of the Contractor's employees and the elaboration of Contractor's duties as are set forth in Exhibit A attached hereto.

(c) To the extent not inconsistent with this Contract, the terms of Contractor's performance contained in its proposal dated [_____] are incorporated by reference.

(d) Contractor is an independent contractor and not an agent of Authority. The selection, retention, assignment, direction, and payment of Contractor's employees shall be the sole responsibility of Contractor. Authority shall not attempt to exercise any control over the daily performance of duties by Contractor's employees, except to the extent and in the manner required by law or regulation or in order to meet necessary maintenance, safety or security obligations of the Airport.

(e) Time is of the essence in Contractor's performance of its obligations (including performance of the Services) under this Contract.

2.2 **Training Materials.** Contractor will, at its expense, provide and maintain all necessary training equipment, films, slides, literature, daily work and project schedule, indices, standard operational procedures, and all material used to train Contractor's employees. Such material shall, at all times, remain the property of Contractor.

2.3 **Permits and Licenses; Compliance with Law.** Contractor shall, at its expense, procure all licenses and permits which are or may become required for the lawful rendering of the Services. Contractor agrees to observe and obey all rules and regulations promulgated from time to time by the Authority, the Department of Transportation, and the Michigan Aeronautics Commission, governing the conduct and operation of the Authority and its facilities. The Authority agrees that any rules and regulations promulgated by the Authority shall not be inconsistent with any legally authorized rule or regulation of the Department of Transportation or of the FAA. Contractor shall be advised of and provided copies of any rules and regulations adopted by Authority affecting Contractor's operation on the Authority's property. Contractor agrees to comply with all statutes, ordinances and regulations which are applicable to the conduct of its Services and activities hereunder, including but not limited to, the Authority's Rules and Regulations.

2.4 **Sanctions for noncompliance.** In the event of Contractor's non-compliance with any or all of the above, the Authority shall impose such sanctions as it may determine to be appropriate, including but not limited to:

(a) withholding of payments to Contractor until Contractor complies, and/or

(b) cancellation, termination or suspension of the Contract, in whole or in part.

2.5 **Costs of Contractor.** Contractor shall pay all direct operating costs incurred in connection with the Services. The term "direct operating costs" means all costs directly attributable to the provisions of the Services hereunder, including, but not limited to the following costs:

(a) salaries, and benefits, if any of all Contractor personnel;

(b) taxes and fees imposed by federal, state and local authorities in connection with the provision of the Services, as well as mandated insurance coverages;

(c) training materials described in Section 2.2 of this Contract;

(d) certain materials and supplies pursuant to Section 4 of this Contract;

DRAFT

(e) purchase of additional or replacement equipment necessary to conduct the Services; and

(f) any other costs incurred by Contractor in conducting the Services.

3. **PERSONNEL**

3.1 **Contractor Personnel**.

(a) Contractor agrees to furnish, at its own expense, all coordinating management personnel which, in its judgment, are required for the proper performance of the Services. One of such persons shall be an "on-site" manager, who shall be Contractor's chief representative in connection with the performance of Contractor's duties under this Contract. Contractor shall provide a contact telephone number to the Authority. Contact is to be a supervisory person and the number provided is not to be a pager, answering machine, or answering service. Cell phone contact with such person is acceptable.

(b) In addition to the management personnel, Contractor will furnish all necessary employees, supervisory, training and technical and special projects personnel as required for the efficient performance of the Services.

(c) The employees of Contractor shall be deemed to be under the sole control and direction of the Contractor, who shall be directly responsible for such employees' acts and/or omissions.

(d) It is understood that the Contractor is obligated to frequently inspect the quality and effectiveness of Contractor's Services and work and, when inspections indicate that there is a deficiency, the Contractor will immediately follow through without hesitation to correct the deficiency.

All of the personnel described in sub-paragraph (b) will be employees of Contractor. Contractor will pay all of their salaries and all payroll and other taxes, fees, worker's compensation insurance and other charges or insurance levied or required by any federal, state or local statute in connection with their employment.

3.2 **Personnel Acceptability**. All Contractor personnel must be acceptable to the Authority. The Authority may require a replacement of personnel deemed not acceptable. The Authority shall have the right at all times to require Contractor to remove and/or replace any personnel working on the Authority's property, including, but not limited to those present in the Airport.

3.3 **Background Checks**. Contractor shall conduct, at its own expense, and ensure that all of its employees and contractors engaged in the Services, or otherwise accessing any premises used in connection with the Services, have undergone successful background screening tests prior to commencement of the Services. Such background screening tests shall include comprehensive federal criminal history, applicable state criminal history and sex offender registry searches with reputable commercial search companies. Such background checks are to be in addition to any background checks required for individuals to receive air operations area (AOA) badges. By assigning any employees and contractors to perform the Services, Contractor represents and warrants that all such individuals have undergone successful background screening tests. Such background screening shall be considered satisfactory if completed by Contractor within thirty (30) days of commencement of the Services. If requested by Authority, Contractor shall provide Authority with evidence of such searches.

3.4 **Uniforms**. Contractor shall, at its own expense, furnish uniforms for all non-management personnel. Uniform design shall be approved by the Authority in writing prior to being placed in service.

DRAFT

4. **EQUIPMENT**

4.1 **Equipment provided by Contractor**. Contractor shall provide all equipment necessary to fulfill its obligations pursuant to this Contract. All equipment provided by Contractor in connection with the rendering of the Services shall remain in the property of Contractor. Contractor shall be responsible for the repair, maintenance, and replacement of such equipment, at no additional cost to the Authority. All Contractor equipment and vehicles must be clearly marked with the Contractor's name and have an operational beacon light mounted on top.

4.2 **Authority Approval for Equipment.** All of Contractor's equipment is expected to be in good repair. All equipment used is subject to approval of the Authority and shall be replaced at Contractor's expense upon request by the Authority.

5. **COMPENSATION**

5.1 **Authority's Obligation to Pay Compensation.** In consideration of the satisfactory performance by Contractor of the Services, the Authority agrees to pay to Contractor, the amount set forth in Section 5.2, immediately below, at the times set forth in Section 5.3 of this Contract.

5.2 **Amount of Compensation.** Subject to adjustments as provided in subsequent sections of this Section 5, the Contract amount to be paid is set forth in Exhibit A.

5.3 **Payment Procedure.** Contractor will submit invoices for the Services, each month on the last day of the month worked. Such invoices shall contain a detailed description of the Services performed during said month. The Authority shall remit payment to the Contractor for all Services that are satisfactorily performed, by the fifteenth (15th) of the following month. If the Authority does not approve Contractor's invoice, the Authority shall pay such amount as it deems owing to Contractor, and give Contractor written notice of why such approval was not given.

5.4 **Withholdings.** Contractor agrees that portions, or all, of the monthly contract amount may be withheld for unsatisfactory performance.

6. **INDEMNIFICATION**

6.1 **Indemnification of the Authority.** Contractor, for itself and its employees and subcontractors, agrees to indemnify and hold the Authority, the County of Kent, Michigan, and any and all agencies, department, subsidiaries, partners and affiliates of the foregoing; and all of the respective board members, commissioners, directors, officers, partners, members, and employees of all of the foregoing, and anyone else acting for or on their behalf (the "Indemnified Parties") harmless from and against any and all loss, costs, claims, damages, liabilities, suits, liens and expenses (including reasonable attorneys' fees and costs of defense) regardless of whether such losses arise or relate to any third party claims, incurred by or asserted against any of the Indemnified Parties directly or indirectly arising or alleged to arise out of or in connection with or due to (i) Contractor's performance or failure to perform any provisions of this Contract, (ii) the breach of any representation, warranty, or covenant contained in this Contract, or (iii) injury to persons or property caused by Contractor or Contractor's employees or agents. The foregoing indemnity shall specifically include, but shall not be limited to all claims directly or indirectly arising or alleged to arise under any scaffolding, structural work or safe workplace law or any law or regulation with respect to the protection of adjacent properties or landowners. These indemnification obligations of Contractor shall survive the expiration or earlier termination of the Term of this Contract.

6.2 **Indemnification of Contractor.** The Authority shall indemnify and hold Contractor and its partners, directors, officers and employees harmless from any liability imposed against Contractor by reason of gross negligence or willful misconduct of the Authority or its employees. This paragraph does not constitute a waiver or release by the Authority of any legal or equitable defense, such as but not

DRAFT

limited to governmental immunity, which shall be fully applicable hereto.

7. **INSURANCE**

Contractor, for itself and all subcontractors, prior to the commencement of any of the Services anticipated hereunder, shall provide Authority, with Certificates of Insurance evidencing the existence of insurance issued by carriers and in amounts and on forms acceptable to the Authority. Insurance required for Contractor is described in Exhibit B attached hereto and incorporated herein.

8. **ACCOMMODATIONS PROVIDED BY THE AUTHORITY**

Authority may, but shall not be required to, designate areas within or around Authority's property for the temporary storage of Contractor's materials, equipment or supplies. From time to time, Authority may relocate such storage areas or terminate Contractor's permission to store any or all materials, equipment or supplies at or around the Authority's property. All materials, equipment and supplies of Contractor which are stored at or around Authority's property shall be at Contractor's sole risk and peril. Upon notice from Authority, or upon termination of this Contract, Contractor shall promptly remove from such designated storage area all of Contractor's materials, equipment and supplies; and any materials, supplies or equipment of Contractor or its employees or subcontractors which remain more than seventy-two (72) hours after such notice or the termination of this Contract may be disposed of by Authority without obligation or liability to Contractor or anyone claiming by, through or under Contractor.

9. **JOINT REVIEW**

At the Authority's request, a representative of the Authority and Contractor will meet for the purpose of reviewing Contractor's performance with respect to the Services and generally to review the results of operations under this Contract in comparison with the expectations of the parties. Additionally, the Authority's representative and Contractor will jointly inspect the grounds, as necessary, to confirm satisfactory performance of the Services by Contractor.

10. **TERMINATION**

10.1 **Notice of Breach and Termination.** The Authority may terminate this Contract or any supplement hereto at any time, without forfeiture, waiver or release of any rights of the Authority, upon default or breach by the Contractor in the performance of the Services to be provided by Contractor under this Contract or any supplement hereto, or in the non-observance or non-compliance with any of the terms and conditions of this Contract or of any supplement hereto, or if the Authority determines, in the Authority's sole discretion, that the Services rendered or work performed by Contractor is unsatisfactory in any way. The Authority may give Contractor immediate written notification of such termination at any time. Upon notice of such termination, Contractor shall immediately cease all Services or work under this Contract and any supplement hereto, as applicable. Contractor shall invoice and be paid for only those Services rendered and work performed through the date of termination which are reasonably satisfactory to the Authority. Notwithstanding the above, Contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach or default of this Contract or supplement hereto by Contractor, and the Authority may withhold any payments to Contractor for the purpose of set off for such damages so sustained by the Authority.

For any other cause whatsoever, or for no cause, the Authority shall have the right to terminate this Contract or any supplements hereto at any time upon thirty (30) days' written notice to Contractor of such termination. Contractor shall cease all Services or work upon those Services rendered and work performed through the date of termination, and shall provide any and all documents and reports relating thereto, to the Authority, as applicable, upon payment to Contractor.

DRAFT

10.2 **Termination by Contractor Based on Authority's Failure to Pay the Net Amount Due.**

Contractor may terminate this Contract upon thirty (30) days' written notice if the Authority fails or refuses to pay Contractor in accordance with the provisions of Sections 5.1, 5.2, 5.3.

11. **NOTICES**

Form of Notice and Delivery. Any notice required or permitted under this Contract shall be in writing and shall be delivered either personally or by certified or registered mail, with proper postage prepaid to:

If to the Contractor:	If to the Authority:
[_____]	Gerald R. Ford International Airport Authority
[_____]	5500 44th St SE
[_____]	Grand Rapids, Michigan 49512
[_____]	Attn: Timothy Haizlip, C.M., Maintenance Director

In the event the date of actual receipt of any notice is not recorded, notices shall be deemed to have been received on the third day after post.

12. **GENERAL PROVISIONS**

12.1 **Standard Covenants**. The provisions of Exhibit C attached hereto and as amended from time to time by the Federal Aviation Administration or Authority (the "Standard Covenants") are incorporated herein and made a part of this Contract. Authority shall provide notice to Contractor of any amendment to the Standard Covenants, and such amendments shall be binding upon Contractor.

12.2 **Representations and Warranties**. Contractor represents and warrants to Authority that: (i) Contractor has the right to enter into this Contract, to grant the rights granted herein and to perform fully all of its obligations under this Contract; (ii) Contractor entering into this Contract with Authority and Contractor's performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Contractor is subject; and (iii) Contractor and its employees and subcontractors have the required skill, experience and qualifications to perform the Services and shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner. These representations shall survive the termination of this Contract.

12.3 **Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular part, term or provision.

12.4 **Headings.** The headings that appear in this Contract have been inserted for the purpose of convenience only. They are not intended to, and shall not be deemed to, define, limit or extend the scope or intent of any provision hereof.

12.5 **Entire Contract.** This Contract has been negotiated and prepared by and for the parties equally and shall not be construed as having been drafted by one party. When fully executed, it shall supersede any and all prior and existing contracts between the parties hereto, either oral or in writing. To the extent not inconsistent with this Contract, the terms of Contractor's performance contained in its

DRAFT

proposal dated [_____] are incorporated by reference. This Contract contains the entire Contract between the parties hereto with respect to the subject matter hereof.

12.6 **Amendments.** Any amendments or modifications to this Contract must be made in writing and signed by both parties.

12.7 **Assignments.** This Contract and each provision of it shall operate to the benefit of the parties and to their respective permitted successors in interest, legal representatives and assigns. Contractor may not assign this Contract without the Authority's prior written consent.

12.8 **Dispute.** In the event of any dispute or difference of any kind whatsoever, arising out of or in relation to or in connection with the validity or invalidity, construction, execution, meaning, operation or effect, change of or breach of this Contract, which cannot be settled by the individuals who have executed this Contract by signature, such dispute or difference shall be referred to the parties' respective CEOs (or equivalents) who shall meet together with a view to resolving the same within a period of not more than thirty (30) days from the date of the submission. In the event that parties' respective CEOs are unable to amicably resolve such dispute or difference within a reasonable time, the parties shall be free to pursue any and all available remedies at equity or law. Pending resolution of such dispute or difference and without prejudice to their rights, the parties shall continue to respect all their obligations and to perform all their duties under this Contract.

12.9 **Choice of Law or Jurisdiction.** This Contract shall be governed by the laws of the State of Michigan and the exclusive venues for all disputes arising out of this Contract shall be the United States District Court for the Western District of Michigan and the 17th Circuit Court, Kent County, Michigan (the "Agreed-Upon Venues"), and no other venues. The parties stipulate that the Contract is an arms-length transaction entered into by sophisticated parties, and that the Agreed-Upon Venues are convenient, are not unreasonable, unfair, or unjust, and will not deprive any party of any remedy to which it may be entitled. The parties agree to consent to the dismissal of any action arising out of this Contract that may be filed in a venue other than one of the Agreed-Upon Venues; the reasonable legal fees and costs of the party seeking dismissal for improper venue will be paid by the party that filed suit in the improper venue

12.10 **Non-Waiver.** No waiver of any default of this Contract will be construed to be or constitute a waiver of any subsequent default.

12.11 **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be a separate document but all of which constitute one and the same instrument.

(*signature page follows*)

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above.

AUTHORITY:

Gerald R Ford International Airport Authority, a regional airport authority organized under 2015 P.A. 95, being MCL 259.137 et. seq.

By: _____
Name: _____
Title: _____

CONTRACTOR:

[Name of Contractor]
[Type of Legal Entity]

By: _____
Name: _____
Title: _____

17276514

DRAFT

EXHIBIT A

Scope of Services and Compensation

Services

Compensation

DRAFT

EXHIBIT B

Insurance Requirements

See attached.

DRAFT