



## REQUEST FOR PROPOSALS

Airport History Display and Interactive Media Design

Bid Number: 1122

DUE DATE: February 8, 2022

DUE TIME: 2:00 pm (local)

## INTRODUCTION

The Gerald R. Ford International Airport Authority (GFIAA) is requesting proposals from interested firms to provide Detailed Design, Procurement Support, and Construction Support for new interactive and engaging exhibits detailing aviation history in West Michigan to be housed in and around the 3200 sq. ft. public mezzanine level of the Gerald R. Ford International Airport (GRR) in Grand Rapids, Michigan.

West Michigan has played an important and pioneering role in aviation for many years including the 1926 first all-passenger regularly scheduled airline service in the United States, and in 2001 GRR was the country's first airport to screen 100% of checked baggage.

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.

## SOLICITATION AND PROJECT SCHEDULE

ACTIVITY	DATE
RFP Issue Date	January 10, 2022
Question Deadline	January 28, 2022
Submission Due Date	February 8, 2022 at 2 pm
Contract Start Date	March 2022

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

## SITE INSPECTION

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

Contact for an appointment:

Contact Name	Tom Cizauskas
Contact Email	purchasing@grr.org

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

The Scope of Services, as may be modified through negotiation and/or by written addendum issued by the Airport Authority, will be made a part of the Agreement.

1. Inspection of airport terminal building mezzanine level, existing bubble diagram of potential exhibit space, artifacts to be displayed, etc. (Exhibit A) and historical timeline, artifacts, and display opportunities assembled by the Airport History Committee.
2. Preparation of preliminary plans, phasing, and estimates for exhibits.
3. Preparation of final design plans and specifications, final cost estimates, and assistance with bidding.
4. Construction administration services, including inspection, contract administration, artifact placement, etc.

5. Anticipated project outcomes:

- a. Engaging exhibits detailing the history of West Michigan aviation utilizing artifacts, graphics, interactive displays, photographs, and text; areas of special focus include, but not limited to:
  - i. Historical figures
  - ii. West Michigan aviation “firsts”
  - iii. Historical plaques
- b. Engaging historical timeline display highlighting the development of aviation and airfields in Kent County, Michigan
- c. Effective use of the terminal building’s mezzanine level and Airfield Observation Area
- d. Engaging display signage at the Airfield Observation Area windows facilitating greater understanding of the GRR airfield environment and orienting viewers to airfield landmarks
- e. Dynamic visual and interactive displays of airport infrastructure components, their uses, and their evolution over time i.e., aircraft evolution and impacts on airfield components, airfield lighting, runway pavement layers, capacity or parking considerations, historical airport project plaques, etc.
- f. Engaging “call-out” display for the terminal’s main level and stairwell directing attention and foot traffic to the mezzanine level historical exhibits

## REQUESTS FOR INFORMATION

Questions regarding this solicitation are to be submitted in writing to [purchasing@grr.org](mailto:purchasing@grr.org) prior to 5 p.m. on January 28, 2022.

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](http://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.

Problem Statement & Recommendation – Twelve (12) pages maximum

State in succinct terms the Respondent’s understanding of the major opportunities and challenges of this request including the proposed approach to delivery of an appealing, engaging, timeless exhibit. 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 including all associated cost for this project based on the tasks/work items presented in your submission, inclusive of expenses such as estimated travel cost, material printing, etc.

Additionally, provide hourly rates and planned consulting hours (level of effort) by team member. The hourly rates will be used as a basis for determining the cost for additional/reduced work if the scope of work is adjusted. The hourly rates proposed will be inclusive of labor, insurance costs and all other overhead.

The inclusion of Disadvantage Business Enterprise (DBE), Women's Business Enterprise (WBE) and/or Minority Business Enterprise (MBE) partners in the proposed project team is encouraged but not mandatory for selection.

### **REQUEST FOR PROPOSAL SUBMISSION**

Responses may be delivered physically or electronically. To be considered, complete submissions must be received 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, Business Administration Manager  
Gerald R Ford International Airport Authority  
5500 44<sup>th</sup> St SE  
Grand Rapids, MI 49512

- Electronic responses can be securely uploaded as a single pdf document to:  
<https://www.dropbox.com/request/wZKW4LIG1WpPyG6QmN7o>

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 criteria 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.

### **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.

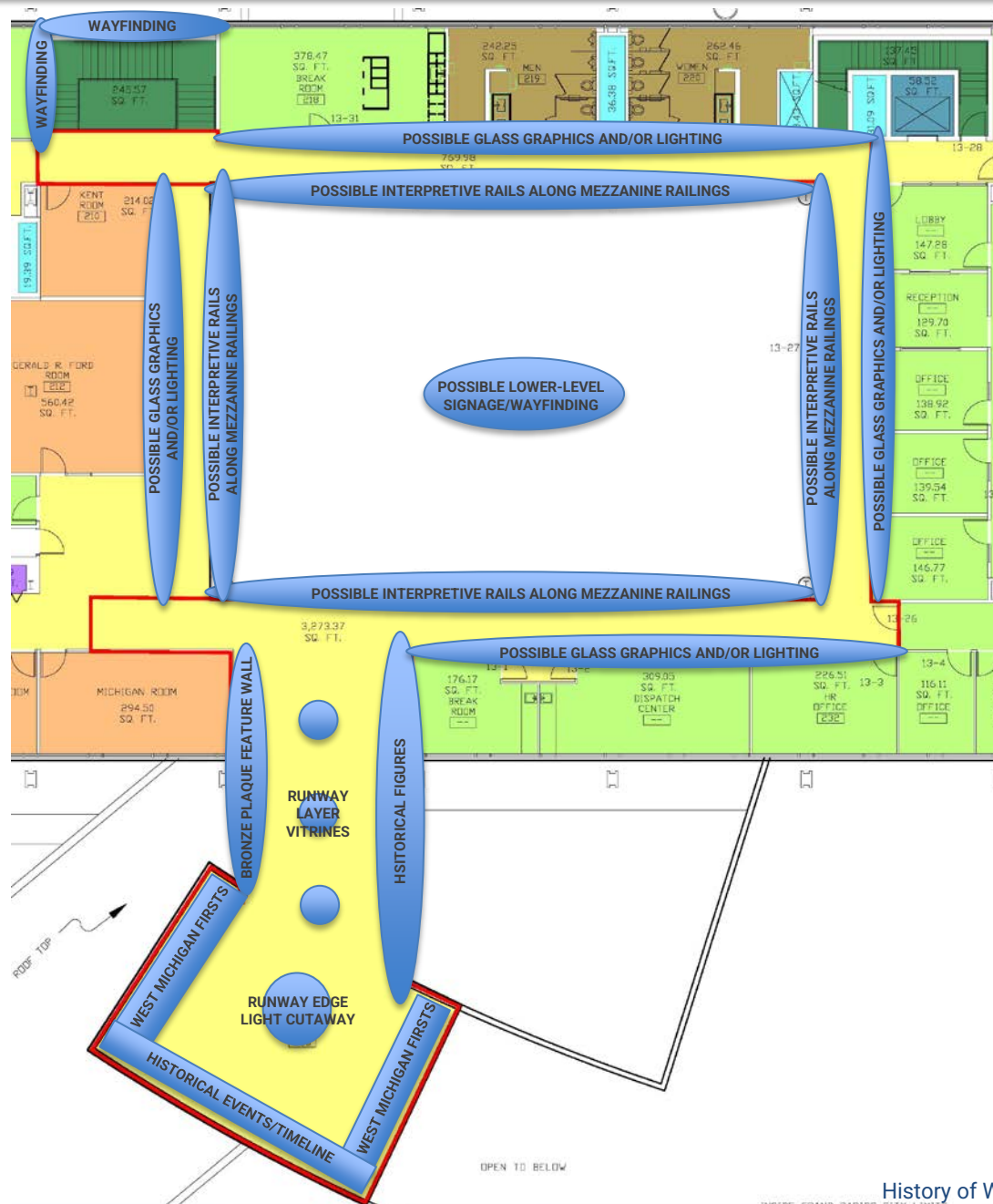
The Authority, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to the Authority. The Authority, at its sole discretion, shall select the most responsive and responsible Respondent and evaluate all responses based on the requirements and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



## bubble diagram

flow & exhibit layout









## 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 44th 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

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;



- (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.

#### 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

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.

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



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)*

**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.

**CONTRACTOR:**

[Name of Contractor]  
[Type of Legal Entity]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**EXHIBIT A**

**Scope of Services and Compensation**

**Services**

**Compensation**

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**EXHIBIT B**

**Insurance Requirements**

See attached.

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**EXHIBIT C**

**Standard Covenants**

See attached.

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