

GREENVILLE-SPARTANBURG AIRPORT DISTRICT

INVITATION FOR BID

FOR

CARGO DOLLIES

FOR



GSP INTERNATIONAL
AIRPORT
ROGER MILLIKEN FIELD

ISSUED: APRIL 27, 2021

Greenville-Spartanburg Airport District
2000 GSP Drive, Suite 1
Greer, SC 29651

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SECTION 1.0 INTRODUCTION

The Greenville-Spartanburg Airport District (hereinafter referred to as "District") has a requirement for new cargo dollies to support the cargo operation that is managed by the District's GHA, Cerulean Commercial Aviation. The District is interested in soliciting bids from responsible companies based on the criteria described in greater detail throughout this Invitation for Bids (IFB) document.

This document outlines the prerequisites, selection process, and documentation necessary to submit a proposal. It is strongly recommended that you review the entire document prior to submitting a bid.

The District anticipates notifying the successful offeror of an award no later than **June 14, 2021**.

This IFB does not require the District to enter into a contract for the scope of work or to pay any costs during the preparation of a bid pursuant to this IFB.

All responsive bids shall be considered valid for a period of ninety (90) days from the proposal deadline date. Bids received by the deadline shall be subject to the applicable laws and regulations governing public disclosure and considered part of the public record.

The District reserves the right to reject any and all bids, to waive minor informalities and irregularities in the proposal submission process, to extend the date of submittal of responses, to request additional information and data from any or all bidders, to supplement, amend, or otherwise modify the IFB prior to the closing date. The District also reserves the right to cancel this solicitation at any time prior to an award.

SECTION 2.0 INFORMATION AND INSTRUCTIONS

2.1 INVITATION FOR BID (IFB)

The submission of a Bid shall constitute conclusive evidence that the Bidder has investigated all technical specifications, site conditions, the manner and environment in which the Product or Service will be used and is aware of circumstances, procedures, and requirements affecting the Product or Service to be provided. The attention of the Bidder is specifically directed to, and Bidder will be conclusively presumed to have read and become familiar with, all Bid Documents. No claim for adjustment of the provisions of the Agreement Documents, and particularly of the fees to be paid by the District to the Company, shall be honored. The Fixed Unit Rates must be completed using the form provided in Attachment 0.

2.2 BID REQUIREMENTS

- A. The deadline to submit a responsive bid is **Thursday, May 13th, 2021 at 3:00pm EST.**
- B. The deadline for submitting questions is **Friday, May 7, 2021 at 3:00pm EST.** An addendum (if necessary) will be issued with question responses no later than Monday, May 10, 2021 at 5:00pm.
- C. All bids received after the deadline will not be opened and considered for further evaluation.

- D. To be considered responsive and eligible for award, respondents must submit all requested documents contained in this solicitation within the stated bid period. Additionally, your company is required to submit one (1) hard copy and one (1) electronic version of you bid to the point of contact at the following address:

Jonathan Stone
Contracts Manager
Greenville-Spartanburg Airport District
2000 GSP Drive, Suite 1
Greer, SC 29651-9202
Attn: Invitation for Bids: Cargo Dollies
Email: jstone@gspairport.com
Office Phone: 864.655.5699

- E. All questions regarding the IFB shall be directed to the above point of contact via email. It is the sole responsibility of the bidder to ensure bids are delivered or mailed to the District by the appointed date and time.
- F. Bidder must furnish all data, exhibits, or statements that it deems essential and pertinent to assure total understanding of the bid by the District.
- i. Bidder is required to provide with their bid submittal a detailed schedule for anticipated delivery of all cargo dollies required by the District (18 in total).
- G. Bids must be submitted in such a manner as to make them complete and free from ambiguity, without alterations or erasures.
- H. All responsive bids shall become the property of the District and must be provided without cost to the District.

2.3 REJECTION OR ACCEPTANCE OF BIDS

- A. At any time, up to date set for receipt of Bids, Bidder may withdraw its Bid by written request. After the scheduled time of receipt of Bids, Bidder will not be permitted to withdraw its Bid and the submission of a Bid will constitute a valid offer subject to acceptance by the District for a period of 90 Calendar Days following the due date for Bids.
- B. The District reserves the right to reject any and all Bids, waive any irregularities in any Bid, and to negotiate for the modification of any Bid. The District reserves the right to accept the Bid which, in its sole judgment, is deemed the most desirable and advantageous to it from the standpoint of customer service and value, and concept of operation, even though such Bid may not, on its face, appear to be the lowest and best price to the Authority.
- C. Any Bid, which is incomplete, conditional, ambiguous, obscure, or which contains additions or alterations not called for, or irregularities of any kind, may be rejected for such reason(s).
- D. If the successful Bidder refuses to enter into the Agreement within 30 Calendar Days after the Agreement is given to the successful Bidder for execution, the Authority shall have the right to accept the Bid(s) of any other qualified Bidder(s)

which submitted a bona fide Bid in response to this Bid Document, without re-advertisement.

2.4 DISQUALIFICATION OF BIDS

- A. Any of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of a Bid:
 - i. Submission of more than one (1) Bid hereunder by an individual or company.
 - ii. Evidence of collusion among bidders.
 - iii. A Bidder's default or arrearage under any circumstance including, but not limited to, other previous or existing agreement(s) with the District.
 - iv. Existence of any unresolved claims between the Bidder and the District.

2.5 INCOMPLETE BIDS

The District may consider a Bid incomplete, not prepared, and submitted in accordance with the provisions of these Bid Documents if any of the following conditions exist:

- A. Any alteration, omission, addition to the Bid form or any unauthorized conditions, limitations or provisions attached to a Bid may render it incomplete and may be sufficient cause for its rejection.
- B. The Bid Form furnished herein is not used or is altered.
- C. Any documents necessary for Bid purposes, which may include DBE goal and which are not complete, are improperly executed, or are missing.

2.6 BASIS FOR AWARD

Awards will be based on the lowest overall bid, after inclusion or exclusion of any add or deduct alternate bid items, as determined by the District in its sole and absolute discretion. Criteria for an award may include, but will not be limited to, price, quality, delivery, supplier history, and previous experience with the District.

2.7 NOTICE OF AWARD

It is anticipated that the District will provide a Notice of Award to the successful Bidder within 30 Calendar Days after the Bids are received. However, the District reserves a period of 90 Calendar Days after such receipt during which time the Notice of Award may be given. Bidder to whom an Award is made, shall within seven days of the date of receipt of the Notice of Award acknowledge said Agreement Documents.

SECTION 3.0 SCOPE OF WORK

3.1 DESCRIPTION OF WORK – GENERAL

The Greenville-Spartanburg Airport District (District) is requesting bids for eighteen (18) new Cargo Dollies to be used for air cargo operations. A description of technical requirements is provided below. The successful offeror shall provide all labor, materials, equipment, and freight necessary to manufacture and deliver the crew stair units.

3.2 TECHNICAL REQUIREMENTS

- A. Description: The cargo dollies shall be in new condition and painted white.
- B. Capacity: Minimum of 15,000lbs.
- C. ULD Compatibility: 96" x 125" with 88" stops.
- D. Brakes: Towbar actuated
- E. Bed Supports: Inverted Casters
- F. Warranty: One (1) year manufacturer's warranty that covers parts and labor is required.
- G. Delivery Method: Freight shall be FOB Greenville-Spartanburg Airport and shown as a separate line item on the Schedule of Values (Attachment 04). Risk of loss shall remain with the seller until items are accepted by the District.

3.3 SPECIFICATIONS

Specifications may reference name brands or model numbers. The intent is to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Company may offer like items of equal quality and the burden of proof of such similarity and quality rests with the Company. The Authority shall act as sole judge in determining similarity, quality and acceptability of the Product. *Note: Specifications establish a minimum standard of quality only. Bidders shall meet or exceed the minimum specifications indicated herein.*

- A. Bidder shall submit the brand name, descriptive literature and photos of the product submitted with the bid. If the Bidder is unable to provide additional product specifications, please clearly indicate as such in the Bid submittal.

SECTION 4.0 GENERAL

4.1 GENERAL BID CONDITIONS

The District reserves the right to accept the Bid offered by a responsible and qualified Bidder which, in the District's sole opinion; best meets all of the goals and requirements stated elsewhere in these Bid Documents. Responsibility and qualification are to be determined from the information furnished by the Bidder, as well as from other sources, determined to be appropriate by the District. The District further reserves the right not to make an award until after such investigations, as are deemed appropriate, are made regarding the experience, financial responsibility and qualifications of the Bidder.

- A. The District shall not be obligated to respond to any Bid submitted, nor shall the District be legally bound in any manner whatsoever by the submission of a Bid by any Bidder.
- B. Any agreement arising out of any Bid submitted hereunder, and any negotiations that may follow, shall not be binding or valid against the District, its officers, employees or agents unless reduced to writing and executed by the District.

- C. Statistical information contained in these Bid Documents is for information purposes only. The District is not responsible for any inaccuracies or interpretations of data.

4.2 EQUAL OPPORTUNITY

The offeror is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

4.3 RESPONSIBILITY

The Bidder shall assume sole responsibility for meeting all requirements stipulated in this solicitation. Any discrepancies, ambiguities, or questions must be addressed by the Bidder prior to the proposal deadline. Any Bid submitted by a Bidder must contain the signature of an authorized officer capable of legally binding the company in accordance with the requirements of this IFB.

4.4 PROTEST WAIVER

By submitting a qualified Bid, Bidders waive any rights they may have to protest the selection of the successful offeror by the District. Bidders further waive any cause of action they may have against the District including any action arising from any reliance on advice by the point of contact for this IFB. This waiver is effective notwithstanding the fact that the District may have in place certain protest procedures, which may be applicable in other situations.

4.5 INSURANCE REQUIREMENTS

The successful offeror shall, at its sole cost, obtain and maintain for the duration of the contract, insurance of the following types with limits not less than those set forth below:

A. Commercial General Liability Insurance

The minimum limits for the duration of this contract shall be as follows:

- i. \$1,000,000 each occurrence for bodily injury and property damage combined;
- ii. \$1,000,000 each occurrence for personal and advertising injury;
- iii. \$1,000,000 annual general aggregate

B. Worker's Compensation and Employer's Liability Insurance

Includes occupational illness or disease coverage, to meet statutory requirements of coverage with a minimum limit of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee.

C. Automobile Liability Insurance

For all owned, non-owned, and hired automobiles, the offeror shall have bodily injury, and property damage insurance with limits of not less than \$1,000,000 per accident.

D. Indemnity

Bidder agrees and does hereby undertake to release, indemnify, defend and hold harmless District and its present and future Commissioners, officers, agents and employees and assigns of each from and against any and all liabilities, damages, claims, losses, suits, fines, theft, demands, penalties and actions of every kind and description (including any and all attorneys' fees, costs and expenses related to the defense thereof) to the extent caused by, arising out of or resulting from the negligent acts or omissions of Consultant, its directors, officers, employees, Sub Consultants and agents in connection with the performance of this Agreement.

E. Waiver of Subrogation

Bidder is fully and solely responsible for any physical loss or damage to all personal property utilized in performance of the work. Consultant agrees to waive its rights of recovery and cause its insurers to waive their rights of subrogation against District for any such damage or loss, howsoever caused. Bidder shall include District, its Commissioners, officials, servants, agents, and employees as additional insured by including the following statement on its insurance certificate:

"Greenville-Spartanburg Airport District, its Commissioners, officials, servants, agents, and employees are named as additional insureds."

4.6 DEBARMENT AND SUSPENSION

By submitting a Bid, Bidder certifies as further described in Attachment 03 (Debarment, Suspension, Ineligibility, and Voluntary Exclusion), to the best of its knowledge and belief, that Bidder and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for contract award by the District.

PROPOSAL SUBMISSION CHECKLIST

The following information and documents must be submitted as part of the sealed proposal for the proposal to be considered responsive:

		Attached/Included			
2.	Attachment 01 – Acknowledgement of Addenda	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
3.	Attachment 02 – Affirmation Statement	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4.	Attachment 03 – Debarment, Suspension, Ineligibility, and Voluntary Exclusion	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5.	Attachment 04 – Schedule of Values	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
6.	Company Experience	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
7.	Product Description	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
8.	Past Performance: <ul style="list-style-type: none"> • 3-5 References 	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
9.	Evidence of Insurance	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Submission Due Date: Wednesday, May 12th, 2021, 3:00PM EST

Complete Package <i>(To Be Completed by Selection Committee)</i>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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Attachment 01

ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the proposal.

Failure to acknowledge receipt of all addenda, if any, may cause the proposal to be considered non-responsive.

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Company Name of
Offeror: _____

Company Address: _____

Telephone Number: _____

Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed: _____

Attachment 02

AFFIRMATION STATEMENT

By signing this attachment, the following affirmations are agreed to by an individual authorized to make such decisions behalf of the proposing firm:

1. I am authorized to make these affirmations;
2. To the best of my knowledge, all answers and statements made in the proposal are true and correct;
3. In preparing this proposal, the information contained in it has been arrived at independently and without consultation, communication or agreement with the Airport Commission, or other proposers, to restrict competition as to any matter relating to this RFP;
4. No fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative, official, or current consultant of the Board in order to procure the contract described in this RFP;
5. The company and personnel performing work under any contract related to this RFP are independent of the Airport Commission as defined by generally accepted auditing standards; and
6. This proposal is valid for a period of ninety (90) days from the closing date of August 16, 2019.

Business Name: _____

By: _____

Title: _____

(Printed Name and Title of Authorized Representative)

Signature: _____

Date: _____

Attachment 03

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Offeror certifies to the best of its knowledge and belief that it and its executives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily declared ineligible for the award of contracts by any Federal, State, or Local agency;
- (b) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this offer, been notified of any delinquent Federal or State taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied; and
- (e) Have not within a three-year period preceding this offer had one or more public contracts (Federal, State, or local) terminated for cause or default; and

Where the Offeror is unable to certify to any of the statements in this certification, the Offeror shall attach an explanation to this application.

Business Name: _____

By: _____

Title: _____
(Printed Name and Title of Authorized Representative)

Signature: _____

Date: _____

Attachment 04

SCHEDULE OF VALUES – CARGO DOLLIES

<i>DESCRIPTION</i>	<i>UNIT OF MEASURE</i>	<i>NO. OF UNITS</i>	<i>UNIT COST</i>	<i>TOTAL COST</i>
Cargo Dolly	Each	18		\$
Freight Fees	Lump Sum	n/a		\$
Sales Tax	Lump Sum	n/a		\$
				\$

**ATTACHMENT 05
PURCHASE AGREEMENT**

AGREEMENT

GREENVILLE-SPARTANBURG AIRPORT DISTRICT

FOR

CARGO DOLLIES

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into this day of **TBD**, 2021, by and between the **GREENVILLE-SPARTANBURG AIRPORT DISTRICT**, a body politic created and existing under the laws of the State of South Carolina, whose address is 2000 GSP Drive, Suite 1, Greer, SC 29651 (the "District"), and **TBD**, an enterprise company licensed to do business in the United States, whose address is **TBD** (the "Seller").

WITNESSETH

WHEREAS, District anticipates a need for *eighteen (18) Cargo Dollies* (hereinafter called "Product"); and

WHEREAS, Seller is desirous of providing such Product;

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, the parties hereby mutually undertake, promise, and agree and as follows:

Seller hereby agrees to construct, manufacture, sell, transfer and deliver the Product to District subject to and in accordance with the Contract Documents herein contained in this Agreement.

This Agreement, together with the following documents, constitute the "Agreement Documents" and are attached hereto and made a part hereof:

- (a) Advertisement for Bid
- (b) Invitation to Bid
- (c) Bid Form
- (d) Attachments

ATTACHMENT 05
PURCHASE AGREEMENT

1. SCOPE OF WORK

The Seller agrees to construct, manufacture, sell, transfer and deliver the Product in accordance with the terms set forth in the Bid Form Document and subsequent Agreement Documents.

2. TERM

This Agreement shall be binding upon execution by both parties and the term of this Agreement shall begin _____, 20____ and end within a maximum of 400 calendar days, on or before _____, 20____ or upon inspection and acceptance of the Product by the District.

If the Seller fails to complete the work and deliver the Product by the date specified herein for achievement of Substantial Completion, such as date may be adjusted pursuant to the Agreement Documents, District shall deduct from progress payments or any other funds remaining due to the Seller or, if no funds remain due, Seller shall pay to District the amount specified under the General Provisions for each day that the Work remains uncompleted beyond the specified delivery date. Such sum is hereby, in view of the difficulty of estimating such damages, mutually agreed upon, fixed and determined by the Seller and the District as the liquidated damages that the District shall suffer by such default and not by way of penalty.

3. COMPENSATION

The District shall pay to Seller the lump sum amount of \$ _____ for the construction, manufacture, transfer and delivery of the Product. Except as provided herein, no price changes, additions, or subsequent qualifications will be honored during the course of the contract without prior approval from an authorized representative of the District.

4. ACCEPTANCE

This Agreement shall become a binding agreement between Seller and the District upon: (a) written acceptance by Seller, (b) commencement of performance by Seller, or (c) otherwise acknowledging acceptance of this Agreement, whichever occurs first. By acceptance of this Agreement, Seller agrees to strictly comply with all the Terms and Conditions and specifications, including those contained in all documents incorporated into the Agreement by reference. Any reference to Seller's quotation, bid, or proposal does not imply acceptance of any terms, conditions, or instruction contained in such document. District reserves the right to reject any different or additional terms in Seller's acceptance of this Agreement or in any documentation provided by Seller. District's acceptance of any goods shall not operate as a waiver of rights hereunder or otherwise relieve Seller from its responsibility for supplying and delivering goods or any other obligation of the Seller in accordance with the requirements of this Agreement.

5. CHANGES

The District reserves the right to make any change to quantities, delivery schedule and/or specifications upon reasonable notice to Seller. If such changes cause a material increase or decrease in the Seller's costs or time of performance of this Agreement, Seller

ATTACHMENT 05 PURCHASE AGREEMENT

shall notify the District immediately and negotiate an adjustment. The Seller shall submit any change requests in writing to the District. Amendments or changes to this Agreement shall only be issued at the sole discretion of the District.

6. PAYMENT

Terms of payment shall be Net Thirty (30) Days as mutually agreed between Seller and District unless otherwise stipulated in this Agreement. The total amount of money due to the Seller from the District shall be clearly stated in Agreement Documents. Seller is only entitled to payment for goods or equipment/material that are specifically named in the Agreement Documents and these Terms and Conditions. The District shall not be required to pay for additional costs incurred by the Seller related to extra services, overtime or holiday pay, or other costs required to meet the specifications of goods or equipment/material in this Agreement.

7. INVOICES

Seller's invoices must contain all necessary information required for the District to properly review the goods or equipment/material for which the seller has submitted an invoice. If an invoice does not contain all necessary information required to authorize payment, the District shall reject the invoice. Once an invoice is rejected, the Seller must submit a new invoice and the payment period of Net 30 Days will be reset to the date the new invoice is received and accepted.

8. INSURANCE

Seller shall, at its sole cost, during the performance of the Work maintain insurance coverage as follows:

- Comprehensive General Liability Insurance, including but not limited to, Personal and Advertising Injury, Manufactured Products Liability, Contractual Liability broad form Property Damage Liability coverage with limits of not less than \$1,000,000 per occurrence. *A limit of not less than \$2,000,000 is required if access to the Airfield is required.*
- Automobile Liability (owned, non-owned, and hired automobiles), Bodily Injury, and Property Damage Insurance with limits of not less than \$1,000,000 per accident. *A limit of not less than \$2,000,000 is required if access to the Airfield is required.*
- Workers Compensation and Employer's Liability Insurance with limits not less than \$1,000,000.

All insurance policies must name the ***"Greenville-Spartanburg Airport District, its Commissioners, Officers, Servants, Agents, and Employees"*** as additional insureds with respect to general and automobile liability coverage's, and shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice from Seller to District. Certificates evidencing such insurance must be submitted by Seller to District prior to Seller providing any goods or equipment/material or services, and at least fifteen (15) days prior to the expiration dates of expiring policies. District reserves the right to

ATTACHMENT 05
PURCHASE AGREEMENT

request complete copies of any insurance policies required by these Terms and Conditions if deemed necessary to ascertain the details of coverage not provided by the Certificates.

All insurance provided by Seller under this Agreement shall include a Waiver of Subrogation by the insurers in favor of District, including its Commissioners, Officers, and employees. Seller hereby releases District for losses or claims for bodily injury, property damage or other insured claims arising out of Seller's performance under this Agreement.

9. INDEMNIFICATION

Seller shall indemnify and hold harmless District, its Commissioners, Officers, and employees of, from, and against any and all claims and demands which may arise out of or is incidental to the performance of this Agreement. Contractor further agrees that it is responsible for and shall indemnify, defend, and hold harmless District for all damages to the property of District caused by an act or omission by Seller's agents, employees or independent contractors, and shall pay on behalf of District all sums that District shall become obligated to pay by reason of the liability, if any, imposed by law upon District for damages because of bodily injury, including damages for care and loss of service, and including death at any time resulting from bodily injury, and because of injury to or destruction of property, including loss of use thereof, which may be caused by or result from any of the activities, omissions or operations of its agents, servants, employees or contractors.

Seller agrees to hold harmless, indemnify and defend District from and against any and all claims, including reasonable attorney's fees and other expense of District, for or in connection with, the accident, injury or damage whatsoever caused to any person or property and arising directly or indirectly, out of any action or omission of Seller or any subcontractor which condition was not specified to be created or maintained by Seller.

The agreement to hold District, its Commissioners, Officers, and employees harmless shall not be limited to the limits of liability insurance required under the provisions of this Agreement.

10. NOTICES

All official notices shall be in writing and be served by email, hand-delivered, or registered or certified mail (return receipt requested), addressed to the party to be served at the address set forth below or at such other address as may be designated in writing. Service of notice shall be complete upon receipt of notice.

To District:
David N. Edwards, Jr., A.A.E
Greenville-Spartanburg Airport District
2000 GSP Drive, Suite 1
Greer, SC 29651

To Seller:

11. WARRANTY

Seller warrants to District this Agreement shall strictly conform to the specifications, drawings, samples, symbols or other descriptions specified by District; shall be free from any liens or encumbrances; shall be new (certified used substitutions are acceptable with written

ATTACHMENT 05
PURCHASE AGREEMENT

approval from District), merchantable, and free from defects in design, material and workmanship; that no conflict of interest exists between the services and products to be provided under this Agreement and Seller's other activities. Seller shall immediately advise District of any such conflict of interest or potential conflict of interest which arises during performance of this Agreement and all goods or equipment/material covered by this Agreement, which are in accordance with Seller's design, drawings or specifications, shall be fit and suitable for the purpose intended.

Seller warrants that the goods shall continue to be free from defects in design, material and workmanship in accordance with Seller's standard warranty policy from the date of final acceptance for a period of at least one (1) year. In addition to any other remedies available to District, District may return any nonconforming goods or equipment/material to Seller for correction or replacement, with all transportation charges and District's handling charges for return and redelivery to be borne by Seller. If Seller fails to accept return of nonconforming goods or equipment/material or fails promptly to correct or replace same, at District's election, Seller, without limiting its other rights, may, at Seller's expense, correct or replace the nonconforming goods or equipment/material or procure the goods or equipment/material from another subcontractor and charge the cost to Seller.

Products which have been rejected for warranty under this clause shall not thereafter be tendered for acceptance unless the former rejection and correction is identified, and such repaired or replacement goods or equipment/material shall be subject to the provisions of this clause to the same extent as the original goods or equipment/material and shall be from the delivery date of the repaired or replaced goods or equipment/material. If the products provided under this Agreement includes services, then Seller warrants and represents that the services will be performed in a professional and workmanlike manner and will conform in all material respects to the statement of work or, to standard industry practice if there is no statement of work.

If Seller breaches this warranty, the District may demand Seller to re-perform the non-conforming services or, at the District's option, to request a refund for the non-conforming services. These warranties are in addition to all other warranties specified herein or implied by law and shall survive acceptance and payment. All warranties shall favor District, its successors, customers, and the users of the goods or equipment/material.

12. TITLE AND RISK OF LOSS

The Seller warrants that it has the right to sell the goods or equipment/material and the ability to deliver good title to all goods or equipment/material. Title to the goods or equipment/material shall pass to District upon District's final inspection and acceptance of the goods or equipment/material. In addition to its other insurance obligations, the Seller shall insure the full value of the goods or equipment/material while in transit and in storage prior to acceptance of the goods or equipment/material by the District. The Seller shall promptly execute and provide the District with any and all documentation necessary to transfer title to the goods or equipment/material or evidence of District's title thereto.

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13. RESERVATION OF RIGHTS

The making or failure to make any inspection of, or payment for, the goods or equipment/material covered by this Agreement shall in no way impair District's right to reject nonconforming or defective goods or equipment/material, District's knowledge of the non-conformity or defect, or the ease of its discovery, nor District's earlier failure to reject the goods or equipment/material.

14. DELIVERY

Time is of the essence and shipment must occur within the time or times stated in this Agreement. If the goods or equipment/material are not shipped at such time and in such quantity as provided in this Agreement or in supplemental schedules furnished by the District, the District reserves the right, without liability and in addition to its other rights and remedies, to terminate this Agreement in whole or in part by notice effective when received by the Seller, for stated goods not yet delivered or equipment/material not yet rendered and to purchase substitute goods or equipment/material elsewhere. If the District terminates this Agreement because of delay, the Seller agrees that the District may return all or part of any shipment already made, at Seller's risk and expense, and may charge Seller with any loss, expense or injury sustained as a result of such shipment. If at any time either party has reason to believe that delivery will not be made as scheduled in this Agreement, it shall immediately give written notice to the other and set forth the cause of the anticipated delay.

Any goods or equipment/material in excess of quantity ordered may be returned by District to Seller at Seller's risk and expense. Any goods or equipment/material to be rendered in installments under this Agreement shall not be construed as making the obligations of the Seller severable.

15. INSPECTION

All goods or equipment/material shall be subject to inspection and approval within a reasonable time after delivery. District reserves the right to reject and refuse acceptance of goods or equipment/material which are not in accordance with the instructions, specifications, drawings, samples, data and/or descriptions specified or furnished or Contractor's warranty (expressed or implied) or the warranties provided in paragraph 10. District may charge Seller for the cost of inspecting goods or equipment/material that are rejected. Goods or equipment/material not accepted may be returned to Seller at Seller's risk and expense. Receipt of or payment for any goods or equipment/material ordered hereunder shall not be deemed an acceptance thereof.

Such inspection, or the waiver thereof, shall not relieve the Seller from full responsibility for furnishing goods or equipment/material conforming to the requirements of this Agreement, nor prejudice any claim, right or remedy of the District resulting from defective or unsatisfactory goods or equipment/material.

16. TERMINATION FOR DEFAULT

When Seller has not performed or has unsatisfactorily performed the obligations required by these Terms and Conditions, payment shall be withheld in the sole and absolute

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discretion of District. Failure on the part of Seller to fulfill the Agreement obligations shall be considered just cause for termination of the Agreement and Seller shall only be entitled to recover any undisputed costs incurred by Seller up to the date of termination, and Seller waives any and all claims for costs resulting from termination (including but not limited to consequential damages, lost profits, demobilization costs, termination costs, etc.).

17. TERMINATION FOR CONVENIENCE

At any time, District may terminate Agreement, in whole or in part, without showing cause upon written notice to Seller specifying the extent and the effective date of the termination. In connection with such termination, District shall pay Seller, as Seller's sole and exclusive remedy, a termination payment comprised of any amounts due for the items received prior to the termination date and Seller's reasonable and necessary direct costs resulting from the termination which are substantiated by evidence satisfactory to District (and determined in the sole and absolute discretion of District). In no event shall Seller be entitled to any payment or profit for any items received, but not accepted by District, nor shall Seller be entitled to any consequential damages of any type arising from the termination.

18. FORCE MAJURE

Neither party shall be liable for delays in delivery caused by circumstances beyond its reasonable control and without its fault or negligence, including strikes, lockouts, riots, epidemics, war, fire, flood, explosion, acts of God, or acts of terrorism. In no event shall shipping delays, product shortages, or lack of finances or cash flow shortages be considered as a cause beyond the control of a party. The party affected by the Force Majeure shall give prompt written notice thereof and, upon end of the Force Majeure, take all reasonable steps to resume compliance with its obligations. Notwithstanding the above, if such delays extend Seller's delivery or performance date by more than thirty (30) days, District may terminate such part of the Agreement remaining to be performed. In the event of such termination, the rights and obligations of the parties shall be determined in accordance with the provisions of section 14 above.

19. GOVERNING LAW

This Agreement and any and all extensions and/or modifications thereof shall be governed by and enforced in accordance with the laws of South Carolina and all proceedings with respect to this Agreement shall be commenced in the State of South Carolina, located in Greenville County. Additionally, this Agreement is agreed by the Seller to be made and performed in the State of South Carolina. In any legal proceedings, District is entitled to recover reasonable attorney's fees from Seller. If any provision or portion of any provision shall be deemed unenforceable or invalid for any reason whatsoever, this Agreement shall be deemed amended to exclude any such provision or portion and the balance of this Agreement shall remain in full force and effect.

20. INDEPENDENT CONTRACTOR

It is mutually agreed and understood that the Seller, in performing the Work set forth in this Agreement, acts as an independent contractor in every respect and shall not hold itself

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out as, nor shall it be deemed, an agent, servant, or employee of the District. The selection, retention, assignment, direction and payment of the Seller's employees and associates shall be the sole responsibility of the Seller. The District shall not attempt to exercise any control over the daily performance of duties by the Seller's employees. The Seller shall maintain all tax records for its employees who perform Work pursuant to this Agreement, and the Seller shall withhold and remit income taxes, federal insurance contribution act taxes and unemployment insurance taxes to the appropriate governmental agencies with respect to amounts paid by the Seller to its employees for their Work.

21. ENTIRE AGREEMENT

This Agreement, together with all attachments hereto, constitutes the entire agreement between the parties in respect to its subject matter and supersedes all prior and contemporaneous agreements between the parties in connection with the same subject matter. The Seller shall not assign, subcontract or transfer this Agreement or any part thereof, by operation of law or otherwise, or any Product to be rendered by the Seller hereunder, without the prior express written consent of the District.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the day and year first above written.

DISTRICT:

SELLER:

Greenville-Spartanburg Airport District

By: _____

By: _____

Printed Name: David N. Edwards, Jr., A.A.E.

Printed Name: _____

Title: President/CEO

Title: _____