



Indianapolis Airport Authority

Request for Proposals

Solicitation for:

Part 139 Safety Management System (SMS) Implementation

Issued:
June 28, 2010

Due:
July 23, 2010
No later than 10:00 AM EDT

Deliver to:

Indianapolis Airport Authority
Attn: Ms. Doreen Cherry
Procurement Manager
2349 Aviation Drive
Indianapolis, IN 46241

Questions:
sms-study@indianapolisairport.com

1 GENERAL INFORMATION

1.1 SCOPE OF WORK

The Indianapolis Airport Authority (IAA), Owner, is seeking the services of a qualified aviation consulting firm, Respondent, to provide services associated with the following Project:

a. Part 139 Safety Management System (SMS) Implementation Study

The project is anticipated to include the six study tasks and four documentation requirements identified on pages 3 and 4 of the Federal Aviation Administration (FAA) Participants Guide – Consultants Edition (Participants Guide) attached as Exhibit A. Guidance documents for this study are also listed in the Participants Guide on page 4.

This study will use the IAA's draft Indianapolis International Airport (IND) Airport Operations Safety Management System and relevant information from the IND Part 139 Airport Certification Manual as references. Copies of which will be provided to the selected Respondent. Prior knowledge of these IND documents will not be a consideration in evaluating the proposals.

The selected Respondent shall complete and submit for review by the IAA and the FAA the deliverables required under this study that are detailed in the Documentation section of the Participants Guide within 12 months of Airport Improvement Program (AIP) grant award for this study. The final report shall be submitted within 13 months of grant award. The AIP grant for this study is anticipated to be awarded in August or September 2010.

Respondents should anticipate the results of all tasks will be shared with the FAA Office of Airport Safety and Standards. Representatives of the FAA may also conduct site visits during or after the study to evaluate SMS implementation.

1.2 TERM OF CONTRACT

The term of the contract is expected to be 18 months to allow for project close-out after final report delivery.

1.3 PROPOSAL DUE DATE AND TIME

Proposals must be received at

Indianapolis Airport Authority
Attn: Ms. Doreen Cherry
Procurement Manager
2349 Aviation Drive
Indianapolis, IN 46241

No later than 10:00 am EDT on July 23, 2010.

1.4 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this Request for Proposals (RFP) may be modified or withdrawn in writing or by fax notice to (317) 487-4128 attention of Ms. Doreen Cherry if received prior to the exact hour and date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, providing his or her identity is made known, he or she signs a receipt for the proposal, and it is prior to the exact hour and date specified for the receipt of proposals. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the Owner after the exact hour and date specified for receipt of proposals will render the proposal void. If it becomes necessary to revise any part of this RFP or if additional data are necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be issued by the Owner. If such addendum(a) issuance is/are necessary, the Owner reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

1.5 CONTRACT OBLIGATIONS

Although the Owner expects that any Respondent submitting a proposal will self-perform at least 60% of the services as requested, subcontracting by the Respondent is acceptable in performing the requirements of this RFP. Respondents are encouraged to team with the local contracting community in their proposal to this RFP. However, the Respondent must obtain the approval of the Owner before finalizing a contract with a subcontractor for any portion of the project's requirements. The Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and outline the proposed contractual relationship between the Respondent and each subcontractor. A copy of the proposed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. This RFP is subject to the Supplier Diversity Program. The requirements are explained in the Supplier Diversification Section (1.9) of this RFP.

Any subcontracts entered into by the Respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the Owner's evaluation. The Respondent must furnish information to the Owner as to the proposed amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the Owner. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate IAA officials and such relationships must meet with the approval of the Owner.

1.6 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news media and competitors. Respondents claiming a statutory exception to the Indiana Public Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception provision applies. The Owner reserves the right to make determinations of confidentiality. If the Owner does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the Owner will remove the proposal from consideration for award and return the proposal to the Respondent. The Owner will not determine pricing data to be confidential information.

1.7 CONTRACT DOCUMENTS

Any or all portions of this RFP and normally any or all portions of the Respondent's response may be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see Section 1.6) will not be disclosed.

1.8 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by the Owner for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the Owner.

1.9 SUPPLIER DIVERSITY PROGRAM

In accordance with policy established by the Board of the Indianapolis Airport Authority, the Chief Executive Officer has determined that there is a reasonable expectation of disadvantaged, minority and women-owned business enterprise participation in this Work. Therefore, contract goals of 14% DBE, 18% MBE and 5% WBE business participation have been established. All Respondents and all their subcontractors are required to make good faith efforts to meet these goals. Compliance with these contract goals will be considered a demonstration of the Respondent's responsiveness and responsibility. Failure to comply may result in the determination of the Respondent as non-responsible.

The Respondent shall identify in their proposal, Supplier Diversity utilization efforts that the Owner should expect to see as part of this project. This information should include name of anticipated subcontractor(s), subcontractors' area(s) of expertise and role on this project and subcontractors percentage of participation on this project. The Owner reserves the right to verify all supplier diversity information included in the proposal before making final determinations of the Respondent's responsiveness and responsibility.

Contractors seeking assistance in achieving their diversity participation goals on airport projects should start by visiting the Indianapolis International Airport website at www.indianapolisairport.com. Only those certified companies identified on the State of Indiana or City of Indianapolis certification lists will be eligible for calculation of project participation percentages.

1.10 DISCUSSION FORMAT

The Owner reserves the right to conduct discussions, either oral or written, with the Respondents determined by the Owner to be reasonably viable to being selected for award.

The Owner reserves the right to reject any and/or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. The Owner also reserves the right to conduct clarifications to resolve minor issues.

1.11 TIMELINE

The following key dates are intended to illustrate the anticipated timeline for the RFP.

<u>ACTIVITY</u>	<u>DATE</u>
RFP available	June 28, 2010
Written questions due	July 9, 2010
Written responses to questions released	July 16, 2010
Proposals due	July 23, 2010

2 PROPOSAL PROCEDURES

2.1 INQUIRIES ABOUT THE RFP

All inquiries and requests for information affecting this RFP must be submitted in writing to:

RFP – IND SMS Implementation Study
Attn: Ms. Doreen Cherry
Procurement Manager
2349 Aviation Drive
Indianapolis, IN 46241

no later than 3 p.m. Local Time on July 9, 2010.

The Owner reserves the right to judge whether any questions should be answered. If responses are provided, the responses will be written. Copies of the written responses will be issued via addendum and posted to the IAA website with the original RFP. No negotiations, decisions or actions shall be initiated by any Respondent as a result of any verbal discussion with any consultant of the Owner or with any Owner employee.

Inquiries are not to be directed to any consultant or staff member of the Owner. Such action may disqualify Respondent from further consideration for a contract as a result of this RFP. The use of e-mail to sms-study@indianapolisairport.com or faxing to (317) 487-4128 for submitting questions is required.

2.2 PROPOSAL SUBMISSION

All Proposals must be submitted in a sealed envelope clearly marked with "RFP – IND Part 139 SMS Implementation Study" and the Proposal Due Date and Time. All submittals shall include one complete original proposal marked "ORIGINAL", five complete copies of the original proposal, and an electronic copy of the original proposal. Any proposal received after the Proposal Due Date and Time will be unopened and returned to the Respondent upon request. All rejected proposals not claimed within thirty days of the date of rejection will be destroyed.

All proposals shall be duplexed and limited to ten (10) 8 1/2" x 11" sheets (10 sheets times 2 equals 20 pages) total plus a cover letter. The cover letter is excluded from the duplex and sheet limit requirements. Section tabs are not included in the sheet limit. Unnecessarily elaborate brochures or other presentations, beyond what is sufficient to present a complete and effective proposal, are not desired. Fonts should be easily readable no smaller than 10 point.

The proposal should address qualifications, statement of commitment to the tasks, documentation and timelines as presented in the FAA Participant's Guide in Exhibit A.

2.3 CONTRACT NEGOTIATIONS

After recommendation of a selected Respondent by appropriate officials of IAA, contract negotiations will commence. The contract will be based on the agreement as it appears in Exhibit B. Respondents must identify any contract issues or concerns in the proposal submittal. If at any time contract negotiation activities are judged ineffective by the Chief Executive Officer of IAA or designee, Owner will cease all activities with that Respondent and begin contract negotiations with the next highest qualified Respondent. This process may continue until either both the Respondent and the Owner execute a completed contract or Owner determines that no acceptable alternative proposal exists.

2.4 PROPOSAL EVALUATION PROCEDURE AND CRITERIA

IAA has selected a group of personnel to act as a proposal evaluation team. All evaluation personnel will use the evaluation criteria stated below. **Strong consideration will be given to experience with prior FAA SMS pilot projects and other similar work.** The selection will be based on the best overall proposal as determined by the group. Following a review of the responses to this request, the Owner may conduct interviews. The Owner reserves the right, in its sole and absolute discretion, to make a selection based solely upon the RFP submission.

- Project approach and work plan that describes how the team proposes to accomplish the work in the specified time periods. Include a discussion of any perceived challenges of this project and the proposed plan to resolve them.
- Project Personnel and Qualification to perform their respective roles including resumes of the Project Manager and key staff members
- Recent experience within the last five (5) years with:
 - Implementing safety risk management procedures, processes or policies as formulated under an airport SMS manual or other documentation developed for the airport.
 - Developing and or implementing of airport specific safety reporting and data collection systems.
 - Developing and evaluating safety assurance programs for airports.
 - Safety risk assessment including hazard identification and root cause analysis at airport.
 - Auditing safety management programs, especially in aviation.
 - First, second, or proof of concept studies for SMS as provided by the FAA over the past three (3) years.
- Experience in airport operations at Part 139 airports.

- Supplier Diversity efforts that the Owner should expect to see as part of this project.
- References

Based on the results of this evaluation, the qualifying proposals determined to be the most advantageous, may be selected by Owner for further action, such as contract negotiations. If, however, Owner decides that no proposal is sufficiently advantageous to the Owner, the Owner may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to execute a contract with the Respondent, Owner may begin contract negotiations with the next qualified Respondent or determine that no such alternate proposal exists.

2.5 DISCLAIMER

Nothing contained in this Request for Proposal constitutes an offer to the Respondent(s). The IAA reserves the right to reject any and all submissions. Proposals shall become property of the Indianapolis Airport Authority. Respondents shall not be compensated or reimbursed for costs incurred in preparing a response to this RFP.

Exhibit A
FAA Participant's Guide, Part 139 SMS Implementation Study



FAA
Airports

Participant's Guide

Part 139 SMS Implementation Study

(Consultant edition)

STUDY OBJECTIVE

The FAA is conducting a Part 139 Safety Management System (SMS) Implementation Study as a follow-on to the Airport SMS Pilot Studies. The intent of the implementation study is to examine how airports implement the elements of the Safety Risk Management and Safety Assurance components of SMS throughout their airfield environment including the movement and non-movement areas where applicable. The study will also evaluate the validity of SMS documentation developed during the first pilot studies.

Results of the implementation study will directly assist FAA in the development of standards and guidance related to SMS for certificated airports throughout the nation.

APPLICABILITY OF STUDY AND GUIDE

Eligibility for participation in the Part 139 SMS Implementation Study is limited to airports that participated in the 1st or 2nd Airport SMS Pilot Study and completed all deliverables under those studies including the SMS Manual and/or Program Guide.

This Participant's Guide is for use by participants in the FAA's Part 139 SMS Implementation Study. The requirements of this study in no way constitute standards for the development or implementation of SMS for airports not participating in this study. At this time, the development and implementation of SMS is voluntary.

APPROACH

Because SMS is not a regulatory requirement in the U.S. at this time, the SMS Manual and program developed under the pilot study should remain separate from the Airport Certification Manual (ACM) required under 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*. FAA Airport Certification Safety Inspectors may ask to review the airport's SMS documents or processes, but will not consider the SMS (or lack of an SMS) a factor in compliance with Part 139.

COMPLIANCE WITH PART 139

FAA is still considering rulemaking under Part 139 and is developing standards for SMS. Therefore, participation in this study or implementation of SMS as part of this study in no way assures compliance with future SMS standards or requirements. Airports are encouraged to develop and implement their SMS with maximum flexibility and so they are able to adapt their existing SMS to conform to any future FAA standards or requirements.

DURATION OF STUDY

Participating airports must complete and submit deliverables required under this study within 12 months of AIP grant award or study start for those airports not seeking AIP assistance. However, FAA will accept the final report required under this study within 13 months of AIP grant award or study start.

Airports will be asked to share the results of all tasks with FAA's Office of Airport Safety and Standards. Representatives of the FAA may conduct site visits during or after the study to evaluate SMS implementation.

AIRPORT IMPROVEMENT PROGRAM (AIP) ELIGIBILITY

Airports seeking Federal financial assistance through the Airport Improvement Program (AIP) may submit a grant application to their local FAA Airports office. Normal airport and state shares are in effect for those airports requesting AIP assistance.

ELIGIBLE ITEMS

In addition to consultant services, certain activities or infrastructure may be eligible for reimbursement under AIP for use in this study. See Attachment 1 for a list of eligible activities applicable to this study.

INELIGIBLE ITEMS

For the purposes of this study, expenses related to the development of Safety Policy or Promotion documentation or materials are not eligible. See Attachment 2 for a list of ineligible activities applicable to this study.

STUDY TASKS

1. Implement Safety Risk Management procedures, processes, or policies as formulated under the airport's SMS Manual or other documentation developed for the airport under the first pilot studies.
2. Conduct at least 3 safety risk analyses/assessments within 6 months of AIP grant award or study start. These analysis/assessments should not include analysis/assessments required under FAA Air Traffic Organization SMS. The analysis/assessments can address hazards in the movement or non-movement areas of the airport.
3. Implement a safety reporting and/or data collection system or applicable processes in conformance with the airport's SMS Manual or other documentation developed for the airport under the first pilot studies.
4. Collect hazard reports, incident and accident reports, and other safety related data/information under the airport's SMS Manual or other applicable documentation within 2 months of AIP grant award or study start.
5. Analyze the information collected through the reporting and/or data collection system or applicable processes within 5 months of AIP grant award or study start.
6. Conduct an internal audit/evaluation following the methods and procedures prescribed under the Safety Assurance component of the airport's SMS Manual or applicable documentation within 8 months of AIP grant award or study start.

FAA acknowledges that some airports may not use similar terminology or may have not developed the above referenced processes or procedures in this Participant's Guide. In those cases, the airport should contact Keri Spencer (202-267-8972 or keri.spencer@faa.gov) to develop a plan for addressing deficient processes or determining applicability of similar airport processes.

DOCUMENTATION

In addition to the tasks above, each participating airport will provide the following documents. All documents shall be provided to the FAA in electronic and paper format. Copies should be sent to the applicable Regional/Airport District Office and Keri Spencer, Airport Safety and Operations.

1. Study Plan. Within 1 month of AIP grant award or study start, a plan for completing study tasks including proposed safety risk analysis/assessment and a report detailing what

- costs the airport plans to allocate to its AIP funding (i.e. consultant services, infrastructure, etc.).
2. Monthly Reports. Provide monthly reports on the status of implementing study tasks and developing study deliverables including any pertinent findings or challenges. Monthly reports shall be no less than 1 page and no more than 5 pages in length and shall be provided to FAA by the last calendar day of the month.
 3. SRM Analysis. Within 1 month after each safety risk analysis/assessment, provide FAA documentation of the processes/procedures used to conduct the analysis and findings from the analysis.
 4. Final Report. Within 13 months of AIP grant award or study start, provide a final report on study findings and deliverables for the airport. The report shall include copies of all deliverables, and any changes to the original SMS Manual, Implementation or other documentation developed under the first pilot studies. The report will detail how the airport accomplished each of the study tasks and any trends discovered during Safety Risk Management or Safety Assurance processes or procedures. If software is purchased or developed for the purposes of this study, the airport will report on the usefulness of the software, costs associated with development/procurement/maintenance, and challenges or lessons learned using the software. The report shall also include a discussion of challenges or lessons learned through the study relative to Safety Risk Management and Safety Assurance. Finally, the airport will report the findings of its internal audit/evaluation.

ADDITIONAL GUIDANCE

Besides this Participant's Guide, participating airports are encouraged to review the following documents. FAA's reference to these documents does not constitute the definitive standard for SMS at this time. FAA is continuing to explore available options under rulemaking and in the development of standards for U.S. airports. These references are meant to spur creative development throughout the participating airports.

- FAA Advisory Circular 150/5200-37, *Introduction to Safety Management Systems for Airport Operators* (2007)
- ICAO Safety Management Manual, Second edition, Doc 9859 (2009)
- ACRP Report 1, *Safety Management Systems for Airports, Volume 1: Overview* (2007)
- ACRP Report 1, *Safety Management Systems for Airports, Volume 2: Guidebook* (2009)

STUDY CONTACT

All questions regarding study participation, tasks, and deliverables should be directed to Keri Spencer, Part 139 SMS Lead, FAA Airport Safety and Operations Division, 202-267-8972 or keri.spencer@faa.gov.

Attachment 1

List of Eligible Expenses Under the Airport Improvement Program

The following list of activities will typically be eligible for reimbursement through the Airport Improvement Program. This list is not all inclusive and does not constitute items that MUST be purchased under the study. Again, airports participating in the study are not required to purchase the following activities. Also, the list is provided to answer questions regarding eligibility relevant to this study ONLY. FAA recognizes that some airport may wish to complete all or portions of the study using existing staff or infrastructure. In those cases, normal force account approval will apply. Questions regarding items on this list or those items not discussed should be addressed to Keri Spencer, Part 139 SMS Lead, Airport Safety and Operations, 202-267-8972, keri.spencer@faa.gov.

1. Consultant Services
2. Procurement of Hazard and Mitigation Tracking Software Systems
3. Procurement of Safety Reporting Software Systems
4. Costs associated with developing training materials for safety risk management or safety assurance techniques
5. Costs associated with contractor-assisted training for safety risk management or safety assurance techniques
6. Development of detailed Safety Risk Management or Safety Assurance processes or procedures (Note: This activity is for airports that have not fully developed these processes or procedures as part of the first studies.)

Note – Airports should include a detailed breakout of costs in their AIP grant application.

Attachment 2

List of Ineligible Expenses Under the Airport Improvement Program

1. Training costs associated with general SMS training
2. Training costs not related to Safety Risk Management or Safety Assurance processes or procedures
3. Costs associated with employee time spent in training
4. Safety Promotion costs including communications systems, marketing, or the development of communications/marketing products
5. Further development of activities under the airport's Safety Policy (Note: FAA believes that most airports have developed thorough Safety Policy documents under the first pilot studies. Therefore, any development of documents for the airport's Safety Policy is not eligible under this study. Please see #6 under Attachment 1 for any Safety Risk Management or Safety Assurance process or procedure development as a result of deficient documentation from the first studies.)
6. Costs for certification under industry standards for audit/evaluation (i.e. IS-BAO)

Note – Airports should include a detailed breakout of costs in their AIP grant application.

Exhibit B
Sample of IAA Contract for Consultant Services



Indianapolis Airport Authority

Contract for Consultant Services

Agreement made as of the _____ day of _____ in the year of 2010

BETWEEN the Owner:

Indianapolis Airport Authority
2349 Aviation Drive
Indianapolis, IN 46241

and the Consultant:

Insert Company Name
Address
City, State, Zip

for the following Project:

Indianapolis International Airport
Part 139 Safety Management System (SMS)
Implementation

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CONTRACT FOR SERVICES

This is a contract by and between the Indianapolis Airport Authority (hereafter referred to as the "IAA" and/or where appropriate "Owner") and [REDACTED] (hereafter referred to as "[REDACTED]" and/or where appropriate "Contractor").

Whereas, the Authority seeks [REDACTED] services to assist the Executive Director/CEO as required;

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

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

Now, therefore, the above named parties enter into this contract upon the following terms and conditions:

I. Statement of Work

The Contractor shall report to, and act under the direction of, the Executive Director/CEO or his designee in providing the services under this contract as outlined in Exhibit B – Scope of Work attached hereto and incorporated by reference.

II. Consideration

For all services rendered under this Agreement, the IAA agrees to pay the Contractor on the basis of **hourly fees and expenses** as described in Exhibit A and incorporated by reference in an amount not to exceed **_____ Dollars (\$_____.00) (fees) plus _____ Dollars (\$_____.00) (expenses)**, respectively.

The Contractor shall be paid promptly upon receipt of an invoice showing a detailed recitation of the work performed from the previous month and the Contractor shall be paid no more frequently than once per month. The Contractor will be paid only after the Executive Director/CEO or his designee has received and reviewed the Contractor's itemized detailed statement for services rendered. The Contractor shall pay its Subcontractors within ten (10) days of receipt from Owner of the payment of any request for payment that included billings for the services of the Subcontractors.

III. Term

This contract shall be in effect for the period beginning _____ and ending _____.

IV. Independent Contractor

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

responsible for providing all necessary Unemployment and Workers Compensation Insurance for its employees.

V. Work Standards

The Contractor agrees to execute its responsibilities by following and applying at all times that high degree of care expected from the Contractor practicing at the same time in the United States, providing similar [REDACTED] services for projects such as this Project.

VI. Confidentiality of IAA Information

The Contractor agrees and understands that all data, materials, information disclosed to or discovered by the Contractor in the course of performance of this contract shall be considered as confidential and protected data. Therefore, the Contractor agrees that any such data, material or information gathered based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to others or discussed with other parties without the prior written consent of the IAA.

VII. Assignment

The Contractor shall not assign or sub-contract the whole or any part of this Contract to any other person without the IAA's written consent.

VIII. Successors and Assignees

The Contractor binds his successors and assignees to all covenants of this Contract. Except as may be set forth above, the Contractor shall not assign or transfer its interest in this Contract without the prior written consent of the IAA.

IX. Changes in the Work

In the event that the IAA requires a change in scope, character, or complexity of the work after the work has progressed, adjustments in compensation to the Contractor shall be determined by the IAA in the exercise of its honest and reasonable judgment, and the Contractor shall not commence the additional work or the change of scope until authorized in writing by the IAA. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

X. Suspension and Termination

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

XI. Non-discrimination and Other Assurances

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S.

Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter

referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: The Contractor, with regard to the work performed under this Agreement, shall not discriminate on the grounds of race, sex, color, disabilities or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Indiana Code Section 22-9-1-10 or Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations. Breach of this covenant may be regarded as material breach of contract.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, sex, color, disabilities or national origin.

D. Information and Reports: The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the IAA or the Federal Aviation Administration (hereinafter the "FAA") to be pertinent to ascertain compliance

with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the IAA or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the IAA shall impose such sanctions as it or the FAA may determine to be appropriate, including but not limited to:
1. withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or
 2. cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the IAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the IAA to enter into such litigation to protect the

interests of the IAA and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

XII. Termination for Convenience

This Contract may be terminated in whole or in part by the IAA whenever, for any reason, the IAA determines that such termination is in the best interest of the IAA.

Termination of services shall be affected by delivery to the Contractor of a termination notice at least ten (10) days prior to the effective date of the termination, specifying the extent to which services are to be performed until the termination becomes effective.

The Contractor shall be compensated for services rendered prior to the effective date of termination. The Contractor shall be compensated for services herein provided, but in no case shall total payment made to Contractor exceed the original contract price due on the Contract.

XIII. Taxes

The IAA will not be responsible for any taxes levied on the Contractor as a result of this Contract.

XIV. Attorney's Fees and Penalties

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

XV. Governing Laws and Venue

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

litigation arising under this Contract shall be commenced and maintained only in the state or federal situated in Marion County, Indiana. The IAA and the Contractor consent to the personal jurisdiction of, and venue in, such courts, and waive any right to object to this designation of jurisdiction and venue in the future.

XVI. Performance

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

XVII. Non-Waiver

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

XVIII. Disadvantaged Business Enterprise (DBE) Assurances

A. Policy. It is the policy of the DOT that disadvantaged business enterprises, as defined in 49 CFR Parts 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Parts 23 and 26 apply to this Agreement.

B. DBE Obligation. The Contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Parts 23 and 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Parts 23 and 26 as appropriate. Contractor shall not

discriminate on the basis of race, sex, color, disabilities or national origin in the award and performance of DOT-assisted contracts.

XIX. Compliance With Laws

- A. The Contractor specifically agrees that in the performance of the services by it or an approved subcontractor or anyone acting in behalf of either, that it or they will comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The enactment of any state or federal statute or the promulgation of regulations there under, after execution of this contract shall be reviewed by the IAA or its designee and the Contractor to determine whether the provisions of this contract require formal amendment.
- B. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1979, as amended.
- C. If the Contractor is a foreign (out-of-state) entity, it shall be required to furnish a certificate from the Secretary of the State of Indiana showing that the corporation is registered and authorized to transact business in the State of Indiana.

XX. Responsibility for Claims and Liabilities

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

B. The Contractor shall indemnify and hold harmless the IAA from all claims, suits, damages, causes of action, costs of defense, including reasonable attorney fees, and judgments that result from the negligent acts, errors, mistakes, or omissions of the Contractor or the Contractor's approved subcontractors or agents under this Agreement and such indemnity shall not be limited by any insurance coverage.

XXI. Worker's Compensation and Liability Insurance

The Contractor shall procure and maintain at its expense insurance of the kind and in the amount hereinafter provided, by companies authorized to do such business in the State of Indiana, covering all operations under this Agreement whether performed by the Contractor or by an approved subcontractor.

Before commencing the work, the Contractor shall furnish to the IAA a certificate, or certificates, in a form satisfactory to the IAA, showing that they have complied with this paragraph, which certificate or certificates, shall designate the IAA as an additional named insured with regard to the insurance required hereof. The policies shall not be changed or canceled until thirty (30) days written notice has been given to the IAA.

The kinds and amounts of insurance required are as follows:

1. Policy covering the obligations of the Contractor in accordance with the provision of Indiana's Worker's Compensation Law. This Agreement shall be void and of no effect unless the Contractor procures such a policy and maintains it until the services provided under this Agreement are declared accepted.

2. Contractor shall provide General liability insurance with a financially responsible underwriter of not less than One Million Dollars (\$1,000,000.00) per occurrence, ensuring Contractor from liability from bodily injury (including wrongful death), personal injury, and damage to property resulting from Contractor's performance of this Agreement.

XXII. Professional Liability Insurance

The Contractor shall, at its own expense, procure and keep in force at all times with an insurance company suitable to the IAA, One Million Dollars (\$1,000,000.00) in professional liability insurance to insure the Contractor and the IAA as their interests may appear from damages caused by the Contractor's errors/omissions or negligence in the performance of the services. A certificate evidencing such insurance policy shall be submitted to the IAA.

XXIII. Ownership of Documents

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

The Contractor hereby represents that it is the owner of and hereby assigns to the Authority all rights, title and interest, including all copyrights, copyright registrations, copyright applications, renewals, extensions and all other proprietary or ownership rights, in all Works and things created by the Contractor in whole or in part, or

hereafter created by the Contractor in connection with this Agreement, including but not limited to, all Works based upon, derived from, or incorporating any Works.

In the event of the termination of Contractor under the provisions of this Agreement or the termination, suspension, abandonment or completion of the tasks outlined herein, the Contractor shall deliver to the Authority within seven (7) days all Works created by the Contractor in connection with this Agreement. The Authority, as the holder of all rights, title and interest, including all copyrights, in all Works created by the Contractor, shall have the right to use or reuse any and all such Works for any purpose at the Authority's sole discretion and at no additional cost to the Authority.

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

XXIV. Special Provisions

- A. The Contractor will not be responsible for the performance of any contract, work or products or any effects resulting there from, of any other contractor, subcontractors, manufacturer, supplier, fabricator, or engineer retained by the IAA.
- B. The remedies provided in this Agreement shall be cumulative and no one shall be construed as exclusive of any other or of any remedy provided by law and failure of any party to exercise any remedy at any time shall not operate as a

waiver of the right of such party to exercise any remedy for the same or subsequent default at any time thereafter.

- C. Contractor must provide the IAA, FAA, Comptroller General of the United States, or any of the duly authorized representatives of the aforementioned parties, with access to any books, documents, papers, and records that relate to this Project for the purpose of making audits, examinations, excerpts, and transcriptions. Contractor must maintain and provide access to all of the required records for a period of three (3) years after final payment for services is made by the IAA.
- D. Contractor shall execute this Agreement before the same shall be acted upon by the IAA.

XXV. Dispute Resolution Provisions

Should any dispute arise with respect to this Contract, the Contractor and the IAA agree to act immediately to attempt to resolve any such disputes. Time is of the essence in the resolution of disputes.

A. Claims

Claims, disputes or other matters in question between the parties to this Agreement (“Claims”) arising out of or relating to this Agreement or breach thereof shall be subject to the Claims Procedure set forth in this Article XXIII.A. and if not resolved pursuant to XXIII.B. below shall be resolved per Article XIV.

B. Methods of Giving Written Notice

As to any claim arising under this Article XXIII, written notice to the party against whom the claim is asserted shall be given by certified mail, express delivery service or other method that provides a signed certificate of receipt from the

party to whom the claim is addressed. Notices of claims shall be addressed to the individual or individuals authorized in Exhibit C hereto to receive such notices of claims.

C. Third Party Claims

This paragraph, the provisions of this Article III and their substantial equivalents contained in other agreements relating to the Project, are referred to collectively as the "Dispute Resolution Provisions." In the event a person who is not bound by the Dispute Resolution Provisions sues a person who is bound by the Dispute Resolution Provisions then, for purposes of that suit only (referred to for purposes of this Paragraph C as a "Third-Party Claim"), any and all claims between or among the parties bound by the Dispute Resolution Provisions (including claims for indemnity or contribution) that arise out of and specifically relate to the Third Party Claim shall be resolved in the State or Federal Court having jurisdiction over the Third-Party Claim. In such event and for purposes of the Third Party Claim only, the provisions of this Article XXIII shall be suspended. In all other cases, the provisions of this Article XXIII shall remain in full force and effect.

The Contractor shall include in its contracts with its consultants and subcontractors provisions that bind the Contractor and subcontractor to the Dispute Resolution Procedures of this Article XXIII.

XXVI. No Third Party Rights

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

XXVII. Overhead

Overhead, as defined in Title 48, Code of Federal Regulations, shall be calculated by the Contractor's auditing firm based on the most recent audit and pursuant to the Federal Procurement Regulations. Said audit, having occurred within the last six (6) months, shall be submitted to the appropriate IAA personnel, for his review and acceptance.

Overhead as defined shall be subject to audit by the IAA and/or agency of the federal government in order to confirm any overhead factor submitted or claimed by the Contractor.

XXVIII. Audit

The Contractor and its subcontractors, if any, must provide the Authority, Authority's auditors or any of its duly authorized representatives, with access to all books, documents, papers, and accounting records and other evidence pertaining to all costs incurred under this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Contractor must make such materials available at their respective offices at all reasonable times and maintain and provide access to all of the required records for a period of three (3) years after final payment for services is made by the Authority. Copies thereof shall be furnished at no cost to the Authority if so requested.

XXIX. Integration

This document incorporates the entire agreement of the parties and supersedes all prior discussions or agreements concerning any subject matter related hereto. This agreement may not be amended except by a writing executed by the parties hereto.

The parties having read and understood the foregoing terms of the attached Contract do by their respective signatures dated below, hereby agree to the terms hereof.

I hereby certify that I am the duly authorized representative of the firm listed herein, an Indiana corporation, and that neither I nor the above firm here represented has:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person other than a bona fide employee working solely for me or the above Contractor to solicit or secure this contract;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, except as noted below; or

c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated below.

If this contract involves participation of Airport Improvement Program (AIP) funds, I acknowledge that this certificate will be furnished to the Federal Aviation Administration of the United States' Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement, the day and year above referenced.

Insert Contractor's Name

Insert Contractor's Signee and Title

Date _____

INDIANAPOLIS AIRPORT AUTHORITY

By: _____

Name Printed: _____

Title: _____

Date: _____

Approved as to Form and Legality:

By: _____
Joseph R. Heerens, General Counsel

Exhibit A – Hourly Rates

The Contractor shall submit invoices to the Authority on a monthly basis, using the hourly rate(s) set forth in the chart below. All payments shall be promptly processed.

Name	Title	Hourly Rate

The rates reflect the key personnel proposed at this time. If additional personnel are proposed either as a substitute or additional staff, the approval of the substitution lies solely within the discretion of the Indianapolis Airport Authority and such approval shall be in writing to the Contractor. Reimbursable expenses are estimated at \$ to cover (list type of expenses covered).

Total remuneration under this contract shall not exceed \$.

Exhibit B – Scope of Work

Highlight and insert scope

Exhibit C - Notice – Persons Entitled to Give or Receive Notice

OWNER:

Indianapolis Airport Authority
John D. Clark, III, Executive Director/CEO
7800 Col. H. Weir Cook Memorial Drive
Indianapolis, IN 46241

Indianapolis Airport Authority
Greta J. Hawvermale, Sr. Director of Engineering & Environmental Matters
2349 Aviation Drive
Indianapolis, IN 46241

CONTRACTOR:

Contractor Company Name

Executive Name and Title

Company Address

Company City, State, Zip