



**COLUMBIA
METROPOLITAN
AIRPORT**

Request for Proposals

**Window Cleaning Services/Structure Pressure
Washing**

**Richland – Lexington Airport District
West Columbia, SC**

ISSUED DATE: Tuesday, October 08, 2019

ISSUED BY: Richland – Lexington Airport District
3250 Airport Boulevard West Columbia, SC 29170

POINT OF CONTACT: Mr. Thomas Tapp Airport \Facilities Manager
Email: t.tapp@flycae.com

MANDATORY MEETING: Thursday, October 17, 2019 at 10:00 a.m. EDT
Columbia Metropolitan Airport Carolina Room
3250 Airport Boulevard
West Columbia, SC 29170

QUESTION DEADLINE: Friday, October 18, 2019; no later than 4:00 p.m. EDT
Jesse Turner \ eBridge
Email: jesse.turner@ebridgeglobal.com

PROPOSAL DEADLINE: Wednesday, October 30, 2019; no later than 2:00 p.m. EDT
Richland – Lexington Airport District
Attn: Thomas Tapp Airport Facilities Manager
3400 Air Commerce Drive
West Columbia, SC 29170

ONLINE REVERSE AUCTION: Thursday, November 7, 2019 at 11:00 a.m. EST
Hosted Online by eBridge

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I. PURPOSE OF REQUEST

The Richland-Lexington Airport District (“District”) through this Request for Proposal (“RFP”) invites written proposals from qualified Contractors (“Contractors”) to provide **WINDOW CLEANING SERVICES/PRESSURE WASHING OF PRE-CAST CONCRETE AREAS** at the Columbia Metropolitan Airport.

II. INSTRUCTIONS TO PROPOSERS

- A. Contractors shall submit Three (3) hard copies of their proposal, **excluding pricing. Pricing will be collected exclusively online via reverse auction hosted by eBridge.** Proposals must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: DO NOT OPEN – PROPOSAL ENCLOSED, “WINDOW CLEANING SERVICES/PRESSURE WASHING OF PRE-CAST CONCRETE AREAS”, Contractor’s name, address, phone, and primary contact name. Proposals must be delivered to the following address:

Columbia Metropolitan Airport
3400 Air Commerce Drive
West Columbia, SC 29170
Attention: Thomas Tapp Airport Facilities Manager

- B. All proposals must be delivered by **2:00 p.m. EDT, Wednesday, October 30, 2019.** Requests for extension of time to submit will not be granted. Late proposals will be rejected. Requests to modify or withdraw a proposal after its submission will not be considered. **Proposals sent via e-mail or fax will not be accepted.**
- C. The opening and reading of a proposal do not constitute the District's acceptance of the Contractor as a responsive and responsible Proposer.
- D. It is the sole responsibility of the Contractor to ensure that the proposal arrives on time and bears the handwritten signature of an officer duly authorized to sign all three copies. The name, address and telephone number of the person to contact must be clearly identified.
- E. Any questions about the RFP should be directed via email to:

Jesse Turner
jesse.turner@ebridgeglobal.com

- F. No proposal may be withdrawn for a period of ninety (90) day after the proposal submission deadline.
- G. Other than with written consent from the Point of Contact, all Proposers, including any persons affiliated with or in any way related to a Proposer, are strictly prohibited from contacting any Commissioners or any District personnel on any matter having to do in any aspect with this RFP after Tuesday, October 08, 2019. Any other contact with such persons associated with the District shall be made only through and in coordination with the Point of Contact and must be made in writing. Prohibitive or inappropriate contacts made by Proposer may result in the disqualification of the Proposer. This requirement will be strictly enforced.

H. The District may elect to issue addenda to this RFP. All addenda will be posted on the District website at the following URL: <https://www.flycae.com/procurement-bids/>

It is the responsibility of the Proposer to view, obtain or download all addenda issued by the District for this RFP. The Proposer shall acknowledge all issued addenda on the Acknowledgement of Addendum Form.

I. Submission of a proposal establishes a conclusive presumption that the Contractor is thoroughly familiar with the Request for Proposal (RFP) and that the Contractor understands and agrees to abide by all of the stipulations and requirements contained therein.

J. All notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the Proposal Form.

K. All costs incurred in the preparation and presentation of the proposal is the Contractor's sole responsibility; no costs will be reimbursed to any Proposer.

L. All documentation submitted with the proposal will become the property of the District.

M. Proposals are to be submitted as outlined below:

1. Proposer Questionnaire
2. References
3. Proof of Insurance Coverage
4. Certification
5. Acknowledgment of Addendum

N. The District reserves the right to cancel any or all solicitations, in whole or in part, as well as reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined by the Executive Director or his designee that the best interest of the District will be served by so doing. If the solicitation is canceled or all proposals are rejected by the District, a notice will be posted on the District website as identified for the posting of addenda. A proposal will not be considered from any person, firm or corporation that is in arrears or in default to the District on any contract, debt, or other obligation, or if the Proposer is debarred by the District from consideration for a contract award.

O. Proposals are subject to public disclosure after the final ranking in accordance with state law. All information contained in any submitted bid, request for proposal, or request for qualifications document to the District will be available for public review upon Freedom Of Information Act (FOIA) request. All Contractors are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted. If such information is later sought by an FOIA request, the Contractor will be allowed to justify its claim of privilege and the District will assess the validity of the said claim in advance of any release.

P. Participation in the Electronic Bidding Event will be by invitation only to responsive and responsible Contractors.

- Q. Should your company be invited to participate in the reverse auction, you will be contacted by an eBridge representative to schedule a one-on-one interactive training session on the online bidding system.
- R. The award decision will be made at the sole discretion of the District and will be awarded in a manner that is in the best interest to the District. The District reserves the right to reject any and all bids in whole or in part and to waive any formality in the bid process.
- S. In the event a contract is entered into pursuant to this RFP, the Contractor shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The Contractor must include in any and all subcontracts a provision similar to the above.
- T. Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-clarity by the Contractor with this RFP, instructions, and all conditions of the submission shall be interpreted in the light most favorable to the District.
- U. The District has set the following schedule :

<u>Action Item</u>	<u>Date</u>
Request for Proposal Issued	Tuesday, October 8, 2019
Mandatory Meeting and Site Tour	Thursday, October 17, 2019 at 10:00 am EDT
Deadline for Proposal Question Submission	Friday, October 18, 2019, by 4:00 pm EDT
Questions and Answers Posted on Airport Website	Wednesday, October 23, 2019
Deadline for Proposal Submission	Wednesday, October 30, 2019 by 2:00 pm EDT
Formal Reverse Auction Invitation	Friday, November 1, 2019
eBridge Bid System Training	Monday, November 4, 2019 and Tuesday, November 5, 2019
Initial Bid Deadline	Wednesday, November 6, 2019 by 4:00 PM EST
Live Reverse Auction on eBridge Platform	Thursday, November 7, 2019 at 11:00 AM EST
Selected Contractor Notification	Friday, November 8, 2019

III. TERMS AND CONDITIONS

- A. The District is seeking proposals from Contractors to provide Annual Window Cleaning Service/ Pressure Washing of Areas mentioned in RFP for a period of three (3) calendar years from the effective Contract Execution Date.
- B. This Contract may be extended at the completion of the initial Contract period for two (2) additional one-year periods. The optional extension(s) must have the written approval of the Selected Contractor and the District.
- C. The District reserves the right to reject any or all proposals or to award the contract to the next most qualified Contractor if the selected Contractor does not execute a contract within fourteen (14) days after the award of the proposal.
- D. The District reserves the right to request any supplementary information it deems necessary to evaluate the Contractor's experience, qualifications, or to clarify or substantiate any information contained in the Contractor's submittal.
- E. Any proposal submitted will constitute an irrevocable offer, for a period of ninety (90) days, to sell to the District the services set forth in the enclosed Scope of Work and Specifications.
- F. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the District shall have the right to terminate its contract by specifying the date of termination in a written notice to the Contractor at least thirty (30) days before the termination date. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed.
- G. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the District and shall contain, at a minimum, applicable provisions of the RFP. The District reserves the right to reject any agreement that does not conform to the RFP and to any District requirements for agreements and contracts.
- H. The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the District.
- I. No reports, information, or data given to or prepared by the Contractor under the contract shall be made available to any individual or organization without the prior written approval from the District.
- J. The Contractor is responsible for any damage caused by their employees and/or equipment to any District property (structures, windows, and roof, etc.) and shall replace any damaged piece of property at no cost to the District.

K. Insurance Requirements: The selected Contractor shall carry and keep in force a comprehensive general liability and employer liability insurance by an insurance company authorized to do business in the State of South Carolina with limits of liability as follows:

Employer Liability	\$1,000,000
Comprehensive General Liability	
Bodily Injury	\$1,000,000 each occurrence, and \$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence, and \$2,000,000 aggregate

The selected Contractor shall furnish certificates of professional liability insurance satisfactory to the District as to contents and carriers. Upon execution of a contract, the selected Contractor shall furnish to the District a good and sufficient Certificate of Insurance by said insurance company, and an Owner's Protective Liability Policy naming the Richland-Lexington Airport District, the Richland-Lexington Airport Commission, and the Richland-Lexington Airport District Employees as named insured. Both policies shall contain the stipulation and agreement that the insurance provided by said policies is continually in full force and effect and is not subject to cancellation or modification in full or in part without thirty (30) days advance written notice to the District.

L. Workers' Compensation and Employer's Liability Insurance: The Contractor shall maintain workers' compensation and employer's liability insurance in the amounts and form required by the laws of the State of South Carolina. The Contractor shall furnish a certification of said insurance to the District certifying that the District will be given thirty (30) days written notice of non-renewal, cancellation or other material change.

IV. SELECTION PROCESS AND CRITERIA

The District will evaluate all proposals during which time they may ask questions of a clarifying nature from the Contractor(s) and/or contact any references provided. All Proposers approved to participate in the online event will be notified by eBridge through a formal reverse auction invitation.

Following the online reverse auction, the selection process used for determining the awarded or Selected Contractor will be the most successful proposal which is best described as a "Competitive Proposal" process in which pricing is one of the most important criteria but not the only criteria. The factors in the evaluation process include the following:

- A. Proposer Questionnaire
- B. Responsiveness of the proposal to the scope of services outlined in the District's request and adherence to the proposal format.

QUALIFICATIONS/CERTIFICATIONS

Proposals will be considered only from responsible individuals, co-partnerships, corporations, or other private organizations demonstrating that they have the ability to maintain a staff of regular employees adequate to ensure the continuous performance of the work. Labor relations measured by standards of compensation, promptness in meeting obligations, and frequency of personnel changes, among

other things, will be considered in determining whether a proposer has an established operating organization.

The proposer must also have the applicable licenses and certifications to perform Window Washing Services in this RFP.

V. SCOPE OF WORK

The scope of work designated in these specifications shall consist of furnishing all management, supervision, labor, technicians, proper licenses, materials, parts, tools, equipment, chemicals, supplies, transportation, travel time, lodging, per diem, fuel surcharges and insurance to efficiently and effectively provide the services designated under the Contract for Window Cleaning Services and Pressure Washing of Pre-Cast Concrete Areas for the Columbia Metropolitan Airport.

The services are to be completed during each cleaning intervals in the shortest possible time with the minimal inconvenience as possible to the airport employees, the traveling public and tenants of the Airport. Therefore the interior and exterior of all windows in the Parking Garage; Terminal Building; Concourse Gates and the Exit plaza must be coordinated at a time that has no disruption of airport services. Clean-up of equipment and materials must occur daily after every shift.

A cleaning schedule outline for all location shall be developed in writing the contractor, and approved by the Facilities Manager and shall be utilized in conjunction with the agreement. No major deviation shall be made without prior written consent to the Airport Authorities.

SPECIFICATIONS

All windows listed in this request for proposal are shown in Attachment Exhibit 1-8 of Areas 1-13 shall be cleaned on both sides. The windows shall be left clean without streaks, films deposit, and shall have a uniformed bright appearance. Glass washing shall be done with water and the necessary equipment to remove all dirt, grease or stains and shall be left dry. The use of ammonia or other cleaning agents shall be allowed in the solution with the water, but only materials will be allowed that are not injurious to paint, or building roofs surfaces. All work shall be done in a workmanlike manner. Premises in the vicinity of the work shall be left clean. The contractor is to clean excess cleaning solution off window ledge and sills. When the window cleaning project has begun, the contractor shall finish all-glass listed with no absences from the job unless due to adverse weather conditions.

Contractor personnel shall complete an onsite log sheet daily of arrival time, location /area cleaned and departure time. Each area shall be inspected and accepted by the owner before considered complete for payment. When cleaning Airside Terminal outside windows from lift equipment it shall be the contractor's responsibility to contact the airlines to schedule moving equipment, shifting Jetbridges and/or airplanes will be vacant for access. The Airport Operation Dept will provide the contractor with the contact to phone number information to use for efficient contact/planning use.

The aluminum cladding on doors and window shall be cleaned at all locations.

Glass cleaning solution shall be a mixture containing a non-streaking agent, such as alcohol, to present a clean, non-streaked result.

All pyramids domes and windows between the security checkpoint and the concourse, airside and landside shall be cleaned. Landside terminal front area cleaning: when cleaning above 10 feet from extension ladders the hours of services shall only be done between 1 am to 5 am.

Terminal and Garage: all bracing support beams and tubing related to the Garage and Terminal building shall be clean on both sides, Skylights shall be cleaned both top and underneath. Warm water shall be used to remove any cleaning solvents from ledges, wood panels steel panels, precast concrete and painted walls

All equipment chemical and cleaning products used by the contractor shall be approved for use by the facilities manager prior to commencement of the services. No equipment or supplies shall be used that could damage floors, floor coverings, woodwork, painted surface, furniture, and landscaping around the perimeter of the building. Only battery-powered equipment, no gas o diesel may be used for work inside a facility.

Pressure washing approximately 25,000 square feet. The facilities were originally constructed in 1996.

Any needed traffic control devices and placement of such devices will be handled by Airport Authority for the capture and closing of areas to complete the scope of work. Contractor to assume that the entire level will be closed, cleared of vehicles and available for the contractor to pressure wash.

All pressure washing operations can be done at any time once the parking area has been cleared of vehicles and turned over to the contractor, with the exception of the area marked on the plan that indicates work must be accomplished between the hours of 12:00 a.m.- 5:00 a.m.

MATERIAL AND EQUIPMENT

1. Contractor to utilize hydro scrubbers and hand wands or equivalent and used in a manner suggested by the manufacturer of the equipment. Wash water shall be heated to approximately 250 degrees F.
2. The process is to remove dirt, debris, and oil from the surface area. A degreaser or mild chemical may be used where necessary. All water will be handled according to the codes and guidelines set forth by EPA.
3. Include the use of stiff bristle brooms, as needed, for degreasing of the parking area including removal of stains, fluids, oil build up and disposal of wastewater.

EXECUTION

1. Contractor to assume that adequate water is available within 500' of the garage at each end of the garage via a fire hydrant.
2. Airport will provide a backflow and meter for connection to the hydrant. There will be NO charge for water used.
3. Contractor to protect Atrium area from wastewater, overspray, debris, and equipment at all times. Atrium area will be open at all times for pedestrians.
4. Sweep paved area to be cleaned just prior to pressure washing to dispose of soil, debris and trash.
5. Visually inspect deck for the oil or grease deposits and remove by chemical cleaning with detergents, caustic sodas solution, or trisodium phosphate. Any residue and water to be removed per the zero charge requirements.
6. All low spots where puddles form must be vacuumed dry to remove any contaminants left by rinsing operation.

7. Contractor must protect all adjacent areas not to be pressure washed by taking appropriate measures. Areas to be protected include: All electrical boxes, equipment, and buttons, Landscaping and shrubbery, Windows, Elevators, Carpeting, Fragile Signs that may be damaged by pressure washing, and Atrium Area.

It is the intent of these specifications for the Contractor to provide Window Cleaning Services for the Airport. The Window Cleaning Service and Pressure Washing of Pre-Cast Concrete areas can be found in Attachments Exhibit 1 thru 6 and areas 1-9 of this RFP.

The Contractor shall furnish all supplies and equipment necessary to complete the job, and submit a list of all equipment to be used at the Airport. A visual inspection of the contractor's equipment may be required. All Contractor's equipment shall be removed from Airport property when window cleaning has been completed. The Contractor's employees shall be required to wear clean and neat uniforms provided by the Contractor

<END OF SCOPE OF WORK AND SPECIFICATIONS>

VI. ATTACHMENTS EXHIBITS 1-8 OF 13 AREAS

Exhibit 1-6 Area 1 thru 13

1. Concourse Vertical Windows (Exhibit 1)
2. Terminal Lobby Pyramid Window (Exhibit 1)
3. Concourse Connector Vertical Windows (Exhibit 1)
4. Parking Garage Pyramid Windows (Exhibit 1)
5. Concourse Pyramid Windows (Exhibit 1)
6. Pressure Wash Pre-cast at the East and West Lagoons (Exhibit 1)
7. Taxi Pickup Area Vertical Windows (Exhibit 2)
8. Airport Admin Parking Pressure Wash Pre-Cast Concrete Railing (Exhibit 3)
9. Admin Pre-cast Parking Railing and Upper Roof Pre-cast (Exhibit 4)
10. Arrival Vertical Windows/ Pressure Wash Overhang at Baggage Claim East Lagoon Area (Exhibit 5)
11. Taxi Parking / East Lagoon Area Pyramid Window Cleaning and Pre-Cast Pressure Washing (Exhibit 6)
12. Clean Departure Vertical Windows and Pressure Wash Pre-cast (Exhibit 7)
13. Pressure Wash Parking Exit Plaza Building & Clean Windows (Exhibit 8)

Exhibit #1 AREA 1-6

1-Concourse Vertical Windows, 2-Terminal Lobby Pyramid Windows, 3-Concourse Connector Vertical Windows, 4-Parking Garage Pyramid Windows, 5-Concourse Pyramid Windows, 6-Pressure Wash Precast at the East and West Side Lagoons

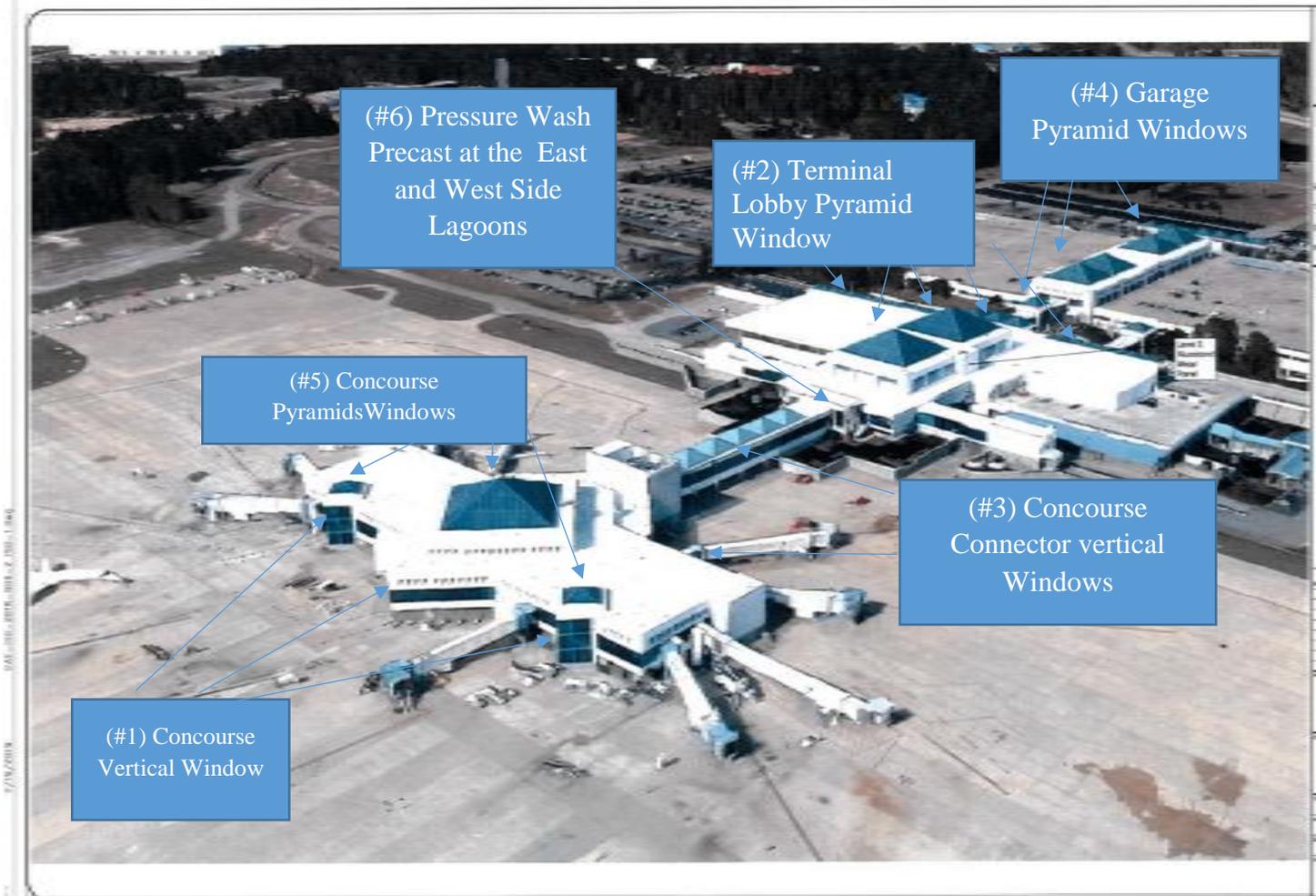


Exhibit #2 AREA-7
Taxi Pickup Area Vertical Windows



Exhibit #3 AREA-8
Airport Admin Parking Pressure Wash Pre-Cast Concrete Railing

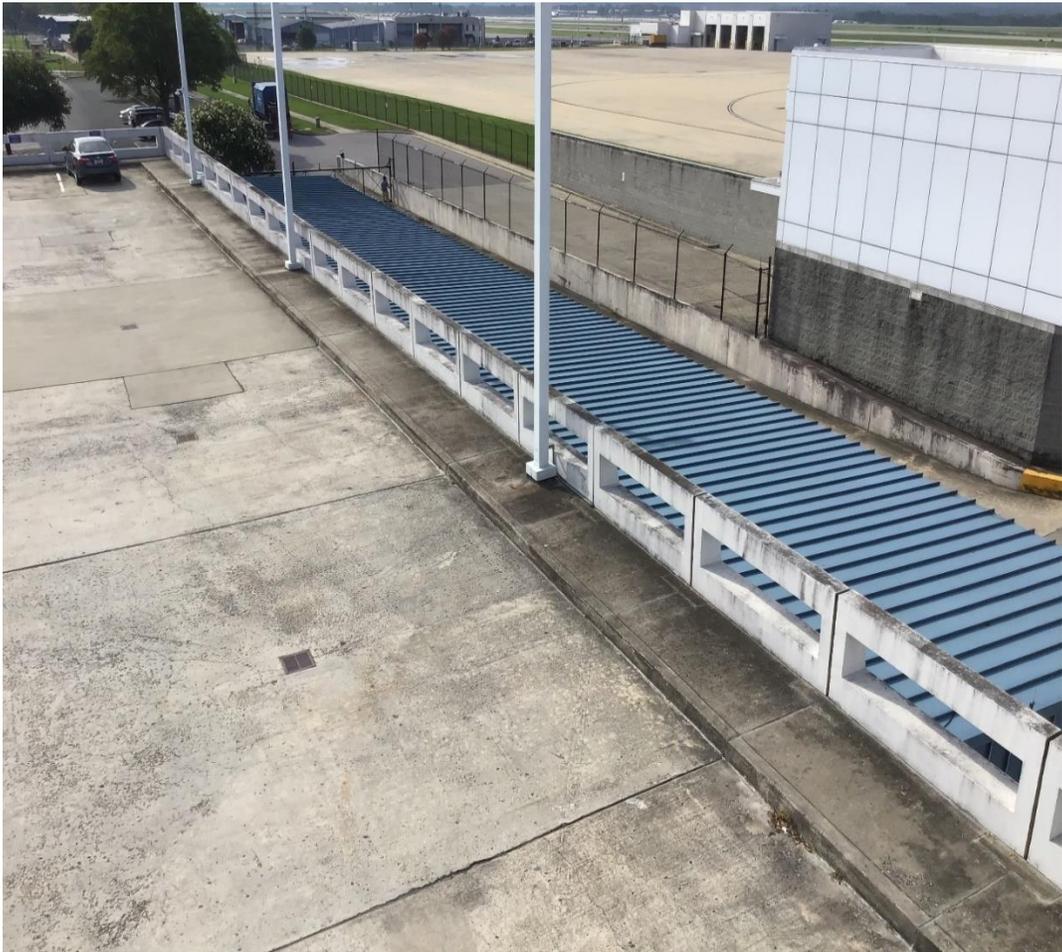


Exhibit # 4 Area-9
Admin Pre-cast Parking Railing and Upper Roof Pre-cast



Exhibit # 5 AREA-10

Arrival Vertical Windows / Pressure Wash Overhang at Baggage Claim East Lagoon Area



Exhibit # 6 AREA-11
Taxi Parking / East Lagoon Area
Pyramid Window Cleaning and Pre-Cast Pressure Washing



Exhibit #8 AREA-13
Pressure Wash Parking Exit Plaza Building and Clean Windows



VII. PROPOSERS QUESTIONNAIRE

1. Furnish the Company name, principal address, and phone number:

2. How many years has your organization been in business as a Window Cleaning Contractor?

3. How many years of experience has your organization had with related work to this RFP?

4. List the equipment that you possess that will enable you to perform the contract. Use additional sheets if necessary.

5. How many employees does your organization have?

6. What are your organization's technical capabilities and approach to meeting the specification requirements? Use additional sheets if necessary.

7. List the name(s) and contact number(s) for the supervisor(s) that will oversee this account.

8. What are the capabilities and experience of the supervisor(s) that will oversee this account?

9. Does the Contractor have or can they obtain the insurance coverage for this project as described in the “Terms and Conditions” section of the RFP?

Yes No

10. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the Contractor?

Yes No

If “yes,” give name, the insurance carrier, the form of insurance and the year of the refusal.

11. At the time of submitting this Questionnaire, is the Contractor ineligible to bid on or be awarded a public contract in the state of South Carolina?

Yes No

12. Has South Carolina OSHA cited and assessed penalties against the Contractor for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

Yes No

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

If “yes,” provide a brief explanation of the citation. Use additional sheets if necessary.

13. Has the federal OSHA cited and assessed penalties against the Contractor Firm in the past five years?

Yes No

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

If “yes,” provide a brief explanation of the citation. Use additional sheets if necessary.

REFERENCES

References: Please provide at least five (5) current commercial/institutional customers references that have Window Cleaning Services of a similar type, size, complexity, and use.

1. Business Name: _____
Contact Name: _____ Title: _____
Address: _____
Email: _____ Phone: _____
Length of relationship: _____

2. Business Name: _____
Contact Name: _____ Title: _____
Address: _____
Email: _____ Phone: _____
Length of relationship: _____

3. Business Name: _____
Contact Name: _____ Title: _____
Address: _____
Email: _____ Phone: _____
Length of relationship: _____

4. Business Name: _____
Contact Name: _____ Title: _____
Address: _____
Email: _____ Phone: _____
Length of relationship: _____

5. Business Name: _____
Contact Name: _____ Title: _____
Address: _____
Email: _____ Phone: _____
Length of relationship: _____

ANNUAL PRICE ESCALATION

Requirements for Allowance of Annual Price Escalation: The prices proposed for any Goods and/or Services shall not increase during the initial term of the contract. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price based on a fixed percentage as indicated below **will be considered** if the following conditions are met:

Any annual price escalation you choose will be considered in the evaluation of your proposal. You must notify CAE, in writing, no later than 120 days before the initial contract period ends, or any renewal period ends, of your intent to exercise your request for a price escalation. **Failure to notify CAE will result in CAE denying any price escalation.** In no event can the proposed escalation exceed the fixed percentage stipulated in the proposal. The notice may be sent by certified mail to Mr. Gregg Hornsby, Director of Finance, 3250 Aviation Way, West Columbia, SC 29170.

Your stipulated fixed percentage price escalation: _____ %

Company Name: _____

Authorized Signature: _____

Title: _____

PROOF OF INSURANCE COVERAGE

Proposer shall provide the District with satisfactory evidence of the Proposer’s Professional Liability Insurance from a company satisfactory to the District and licensed to transact business in the State of South Carolina. Proposer shall submit this form with its proposal.

INSURER:

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME AND PHONE: _____

Proposer is required to submit a letter or certificate from the Company providing insurance certifying that the Contractor has professional liability insurance in accordance with the terms set forth in this RFP.

Date: _____

Corporate Proposer:

Business Name _____

Proposer Name: _____

Proposer Title: _____

Corporate Secretary/Assistant: _____

Secretary (Seal)

Non-Corporate Proposer

Business Name _____

Proposer Name: _____

Proposer Title: _____

Notary Public: _____

My Commission Expires: _____

Notary Public (Seal)

CERTIFICATION

I, undersigned, on behalf of the Contractor, certify and declare that I have read all the foregoing answers to this Proposer’s Questionnaire and know their contents. The matters stated in the answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury under the laws of the State of South Carolina that the foregoing is correct.

(Signature)

(Printed name)

(Title)

(Date)

VIII. PRICING FORM

COLUMBIA METROPOLITAN AIRPORT (CAE)

WINDOW CLEANING SERVICES FOR A PERIOD OF THREE (3) YEARS.

DO NOT INCLUDE THE PRICING FORM WITH YOUR PROPOSAL SUBMISSION

Approved Proposers shall provide an overall price during the ONLINE REVERSE AUCTION only. During the auction, all participants are required to provide pricing for each aspect and section below to be taken into consideration for award by the District, neglecting to do so may deem you non-responsive.

Exhibit 1 thru 8	Work Areas Reference	YEARLY INTVL	YEAR 1 PRICE PER INTVL	YEAR 1 ANNUAL PRICE	YEAR 2 PRICE PER INTVL	YEAR 2 ANNUAL PRICE	YEAR 3 PRICE PER INTVL	YEAR 3 ANNUAL PRICE
Exhibit 1	1-6	Annually	X	X	X	X	X	X
Exhibit 2	7	Annually	X	X	X	X	X	X
Exhibit 3	8	Semi-Annual	X					X
Exhibit 4	9	Annually	X					X
Exhibit 5	10	Annually	X					X
Exhibit 6	11	Annually	X					X
Exhibit 7	12	Annually	X					X
Exhibit 8	13	Annually	X	X	X	X	X	X

Pricing will be collected online only during the reverse auction. Do not submit pricing with your proposal.

COMPANY NAME OF BIDDER	YEAR 1 TOTAL ANNUAL PRICE	YEAR 2 TOTAL ANNUAL PRICE	YEAR 3 TOTAL ANNUAL PRICE
	\$ ONLINE ONLY	\$ ONLINE ONLY	\$ ONLINE ONLY

Proposals are to be submitted without pricing. Proposals including pricing will be considered non-responsive and will be rejected.

ACKNOWLEDGMENT OF ADDENDUM

Proposers must initial each applicable Addendum below and complete the designated Corporate or Non-Corporate Proposer section and submit this form with their Proposal as an acknowledgment of receipt of all issued Addendum.

This is to acknowledge receipt of the following **Addendum(s)** for **Request for Proposals (RFP) / Three Year Window Cleaning and Pressure Washing Services.**

1. ____; 2. ____; 3. ____; and 4. ____.

Dated the ____ day of _____, 20____

Corporate Proposer:

Business Name _____

Proposer Name: _____

Proposer Title: _____

Corporate Secretary/Assistant: _____

Secretary (Seal)

Non-Corporate Proposer

Business Name _____

Proposer Name: _____

Proposer Title: _____

Notary Public: _____

My Commission Expires: _____

Notary Public (Seal)

On behalf of
**Columbia Metropolitan Airport
Richland – Lexington Airport District
Window Cleaning and Pressure Washing**

ADDENDUM 1

Question and Answers

Wednesday, October 23, 2019

Vendors are informed that the above subject Electronic Sealed Bid Event is hereby modified, corrected or supplemented as specified, described and set forth in this document.

1. For Exhibit #7 Area-12 (Clean Departure Vertical Windows & Pressure Wash Precast)
Do you want columns included?
Answer: Yes
2. Can you please provide us with the Previous Bid prices for this work?
Answer: The District has been performing the scope of work internally. Previous bid pricing is not available.
3. Are you at liberty to share any previous pricing for this job or combination thereof?
Answer: See answer to question #2.
4. Can you disclose the previous pricing for the window cleaning? Pressure washing?
Answer: See answer to question #2.
5. What type of airport security will be required at CAE to access the window cleaning and pressure washing areas?
Answer: See answer to question #40.
6. What do you and your company need most from me and my company to help you make the best decision in the choosing the contractor who will clean the windows and pressure wash the concrete at CAE?
Answer: We would encourage you to carefully review all of the bid documents to ensure you respond as instructed within the solicitation.

7. In the contract, it is mentioned we cannot assign any interest in the contract without written consent on page 6 section H. Does this mean we cannot subcontract? Is there a maximum amount that can be subcontracted if subcontracting is allowed?
Answer: No subcontracting allowed. Please see page 6
8. Do we get paid after each assignment throughout the course of the whole job?
Answer: The contractor will be compensated after the yearly intervals on the job are completed.
9. Are there any characteristics of contractors who have worked for you in the past that has stood out as negative or positive?
Answer: No
10. Are we able to hand deliver our proposals? If so, what is the best manner to do this?
Answer: Yes you can hand deliver proposals. Please see page 3, Sec. II, A-B
11. RFP II G. What are "prohibitive or inappropriate contacts made by proposer"? Please give examples.
Answer: See page 3, Sec II, G
12. RFP II M. Please identify any necessary certifications we are required or would be helpful to have.
Answer: See page 4 and page 6
13. Can you specify the certifications that the vendor is requiring for this contract?
Answer: See page 7, Section IV
14. Are there any preferred chemicals that the airport would like for the contractor to use?
Answer: Please use chemicals that are suitable for window cleaning that will not damage the structure.
15. RFP III G. Please define and/or list the parts of an agreement that conforms to the RFP and District requirements.
Answer: Everything listed in the agreement that is submitted by the vendor should conform to the RFP.
16. RFP III J. How will prior damage to windows and buildings be recorded prior to work being done by contractor?
Answer: There is no visible damage to the windows at this present time. If the contractors notice any damages, please notify the facilities manager.
17. RFP page 9 Execution #5. In what ways has TSP and caustic sodas been used in past jobs at the airport?
Answer: Not aware of any jobs that it has been used on previously.

18. RFP page 20 #7 What have been the best methods in the past to project areas? What problems have occurred in the past?
Answer: There isn't anything on page 20 that relates to your question. Question is not understood.
19. What window of time (i.e., days, weeks) will the awarded contractor be given to complete the job?
Answer: See question and answer for #35
20. Is it safe to say, that there could be the possibility of jet fuel debris on several windows located in the secure area of the airport?
Answer: We do not have any evidence of jet fuel debris on the windows.
21. On page 9 of the RFP, it is stated that the total square footage to be pressure washed is approximately 25,000 square feet. Is that correct?
Answer: Yes
22. Can you confirm the total number of small, medium, and large pyramid window groupings there are? (We counted approximately 16 total).
Answer: There are 7 large, 8, medium, and 31 small pyramid window groupings.
23. Any calcium build up on windows will need to be removed as well correct?
Answer: There is no calcium build up that we know of. The mandatory site review was for you to discover any abnormalities.
24. How will adverse weather conditions be handled? What constitutes adverse weather?
Answer: Please use your best judgment. Lightning, high winds, snow storms, freezing rain etc. constitutes for adverse weather conditions.
25. Will contractor be allowed to work on weekends?
Answer: See question 37
26. Is the Window cleaning job Outside & Inside?
Answer: Please see Page 8, Under Specification in the 1st paragraph
27. What areas of the job in the scope require a Boom lift?
Answer: Concourse Vertical Interior/ Exterior(Exhibit 1 ,Area 1); Exterior Concourse Connector vertical windows (Exhibit 1, area 3); Concourse pyramids Interior (Exhibit 1, Area 5); Terminal Lobby Pyramid interior (Exhibit 1, Area 2); Pressure wash Precast in East/West Loading/ East side lagoons Exterior (Exhibit 1, area 6); Garage pyramid windows interior (Exhibit 1, Area 4)
28. Are there any recovery systems needed?
Answer: No
29. Are we responsible for the Hard Water stains?
Answer: Page 8, Under Specification in the 1st paragraph.

30. Is there a listing of chemicals that they are and are not allowed to use on the job?
Answer: Page 8, Paragraph 1.
31. Are we splitting the job as far as 1 vendor does just the pressure washing, and the other vendor does the window cleaning?
Answer: No
32. How, when and to who do we submit our COI's (Certificates of Insurance)?
Answer: Submit to the Airport, Submit with your proposal. Please see Page 23
33. Are we supposed to wipe down the chemicals off of the frame inside of the parking garage around the pyramid windows?
Answer: Please see Page 8, Under Specifications in the 1st paragraph, last sentence.
34. Will the airport's personal lifts be accessible to the vendor that the job is awarded to?
Answer: Page 10, Under Execution, Section 7, last paragraph.
35. What is the time from of completion that the Airport is expecting the job to be done?
Answer: Start date and completion date will be discussed after the contract has been awarded.
36. If a vendor brings their own lifts to complete the job, will the airport supply a safe place for the vendor to store their lift?
Answer: Yes
37. Will all of the work have to be completed after hours?
Answer: See page 9, under the heading of specifications, First Paragraph, Last paragraph.
38. Is there sufficient lighting on the airports behalf in the areas that the jobs need to completed in for all after hour work?
Answer: If proper temporary lighting is needed, it should be supplied by contractor.
39. Is the airport a non-smoking facility?
Answer: Yes our airport is a Non-Smoking Facility indoors, but there are designated areas outside that you are able to smoke which will be discussed upon awarding of the contract, No smoking in the SIDA areas.
40. How to get security clearance for secure areas?
Answer: You will have to pay \$85 to be badged through our operations dept. if you are awarded the job.(Go to Flycae.com, click on the about the airport tab, click on operations tab, click on badging and training tab on the right side, and follow the directions).

41. While working inside with lifts, will we have to barricade any areas?
Answer: You must have the area that you are working in barricaded off to do the interior cleaning, which should be done between the hours of 9:00pm-4:00am. Only Electric lifts allowed while cleaning inside. No Gas lifts allowed indoors.
42. In the admin parking garage are we only cleaning the railing?
Answer: Yes, the wall and both sides of the concrete railings will need to be cleaned.
43. For Exhibit #5 Area-10 (Arrival Vertical Windows/ Pressure Wash Overhang at Baggage Claim East Lagoon Area) Do you want the Columns cleaned?
Answer: No
44. How will the parking garage accommodate big vehicles with trailers?
Answer: the airport staff will escort the vendor up the exit ramp for ease of entry to the vendor that awarded the job.
45. Window restoration (etched cleaning on glass)
Answer: We are staying in the scope. We are looking to bid on the cleaning of the windows, not the restoration.
46. Do we need a chemical SDS sheet for the chemical used?
Answer: Yes, you will need to keep a copy on you, and you will also need to submit a copy to us before you begin the job.
47. When was the last time the building was pressure washed?
Answer: It was done partially in March 2019.
48. What if there is a defect in any of the windows?
Answer: Currently, there are no defects known. If there are defects found, please let the facilities manager know. If it is outside of the scope, special provisions will need to be approved by the facilities manager.
49. When was the last time the windows were reglazed & sealed?
Answer: 2 years ago
50. Expiration Date for the SIDA badges for vendors?
Answer: Every 2 years
51. Is the overhead above the elevator in the concourse area walkable?
Answer: Yes



Tuesday, October 08, 2019

Columbia Metropolitan Airport, Richland – Lexington Airport District will be conducting an Electronic Sealed Bidding Event for Window Cleaning and Structure Pressure Washing Services. **Columbia Metropolitan Airport, Richland – Lexington Airport District** has partnered with eBridge to host this bidding event on its Online Bidding Platform.

We request that you review the accompanying documentation for information pertaining to the specifications, the response requirements, milestones and deadlines, as well as, information on eBridge and the Electronic Bidding Process.

We thank you for your participation.

Sincerely,

Thomas Tapp
Airport Facilities Manager

CONTACT INFORMATION

If you have any questions regarding the specifications, the electronic bid process or the Buyer's requirements for returning your response, please contact:

eBridge Business Solutions, LLC
Jesse Turner
7501 New LaGrange Road, Suite 2000
Louisville, KY 40222
jesse.turner@ebridgeglobal.com
(877) 245-8880



MILESTONE DATES

Milestone Date	Milestone	What It Is and What You Need To Do
Tuesday, October 8, 2019	Bid Opportunity	An email invitation to respond to this opportunity. Click on the link provided to download all documents pertaining to this bid.
Thursday, October 17, 2019 at 10:00 AM EDT	Mandatory Pre-Bid Meeting	Date, time, and location of pre-bid meeting. Attendance is MANDATORY.
Friday, October 18, 2019 by 4:00 PM EDT	Questions Submitted	Deadline to submit questions regarding response requirements, specifications or bidding process. Submit any questions regarding this opportunity as instructed within the Solicitation.
Wednesday, October 23, 2019	Answers Posted	Date you will receive an email with answers to all submitted questions. Review all answers to determine your interest and ability to provide the product or service being requested.
Wednesday, October 30, 2019 by 2:00 PM. EDT	Proposal Submission	Deadline to submit your response, <u>EXCLUDING PRICING</u> , as directed in the solicitation. Submit all information and documentation as requested. The Buyer will review and determine if you are approved to participate in the online event.
Friday, November 1, 2019	Formal Invitation	Formal approval from the buyer to participate in the pricing portion of the process. Follow instructions given in the Formal Invitation email.
Monday & Tuesday, November 4 & 5, 2019	Training on eBridge Process	Timeframe in which you will be contacted to schedule training with eBridge. Participate in a one-on-one training with an eBridge representative.
Wednesday, November 6, 2019 by 4:00 PM EST	Initial Bid Due	Date by which all participants must place initial bid(s). Login to the eBridge platform and place your initial bid(s).
Thursday, November 7, 2019 at 11:00 AM EST	Online Event	Date and time the live online event will open. Login to the eBridge platform and participate in the live event.
Friday, November 8, 2019	Selected Contractor Notification	Tentative Date the Selected Contractor will be notified.



ELECTRONIC BID EVENT SUBMISSION FORM

Must be completed via DocuSign or emailed to jesse.turner@ebridgeglobal.com.

Vendors approved to participate in the Online Event will be provided with a DocuSign version of this form.

Columbia Metropolitan Airport, Richland – Lexington Airport District will accept bids for Window Cleaning and Structure Pressure Washing Services using an Electronic Sealed Bidding Process on Thursday, November 7, 2019 at 11:00 AM EST in accordance with the specifications and procedures available either with eBridge or Columbia Metropolitan Airport, Richland – Lexington Airport District. This Electronic Sealed Bidding Event has a preliminary end date and time of Thursday, November 7, 2019 at 11:15 AM EST plus any possible extensions.

The awarded supplier is obligated to pay a transaction fee to eBridge pursuant to the Terms & Conditions accepted upon placement of initial bid. The fee will be based on the final total purchase price assessed as three (3) percent of the awarded price. The transaction fee is assessed on the final selling price.

AWARD OF CONTRACT: REJECTION OF BIDS – The Buyer reserves the right to (i) reject any, any part of, or all bids or proposals to fulfill The Buyer’s requirements, (ii) waive informalities and technicalities, (iii) negotiate directly with any party submitting a bid or proposal, or (iv) accept that bid or proposal which The Buyer deems to be in its best interest, whether or not it is the lowest dollar proposal. The Supplier to whom the award is made will be notified at the earliest possible date.

THIS SPECIFICATION RESPONSE IS HEREBY RESPECTFULLY SUBMITTED BY:

COMPANY NAME DATE

CONTACT PERSON TITLE

PHONE NUMBER FAX

BILLING ADDRESS CITY ST ZIP

EMAIL ADDRESS SIGNATURE



IMPORTANT

The following document is included for your review and examination.

Electronic acceptance prior to placing your bid will be required.

EBRIDGE BUSINESS SOLUTIONS, LLC SUPPLIER TERMS AND CONDITIONS

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT" OR "DECLINE" BELOW. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. BY SELECTING THE "DECLINE" BUTTON BELOW, YOU WILL BE DENIED ACCESS TO THE SOLUTION.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge.

You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore:

1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

- 1. Utilization.** You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated



any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.

2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:

- Accepting the terms of use contained in the bid documents in advance
- Preparing and assuring the completeness of any bids, quotes, or proposals
- Submitting any bids, quotes or proposals electronically within established deadlines
- Maintaining with the buyer, the security and integrity of the sealed or open bid procurement process
- Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants

3. Conduit Services Only. The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. eBridge does not verify or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.

5. Coded Access. The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. **YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES.** Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.



6. **Availability and Operation of the Solution.** While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.
7. **Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION. Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorney fees incurred in defending against it.
10. **Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Event Submission Form. All fees are to be paid to eBridge by the awarded supplier in the following manner:
 - **Definitive Bids:** Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer
 - **Construction and Public Works Bids:** Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment
 - **IDIQ (indefinite dates, indefinite quantity) Bids:** Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures

Suppliers will ensure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the transaction fee. Because these fees are expected to be INCLUDED in your pricing, they shall not be delineated in your invoicing to the buyer.



Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

- 12. Disclosures.** You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) any agreement entered into by you with a participating buyer through any online bidding event conducted through the Solution, (b) the final price agreed upon between you and the participating buyer with respect to any product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.
- 13. Privacy Policy.** eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

- 14. Reselling or Transfer.** You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.
- 15. Access to Internet.** You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
- 16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
- 17. Links to Other Websites.** The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
- 18. Copyright - How You May Use the Content of the Solution.** The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to



the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.

- 19. Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
- 20. Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
- 21. Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.
- 22. Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
- 23. Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
- 24. Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
- 25. No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
- 26. Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.