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**REQUEST FOR BIDS FOR  
DISTRIBUTED ANTENNA, MASTER CLOCK AND PAGING SYSTEM  
PREVENTATIVE AND CORRECTIVE MAINTENANCE SERVICES  
RFP CONTROL 09-0020**

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Required for use by:

**DETROIT AIRLINES NORTH TERMINAL CONSORTIUM**

Issued by:

**Detroit Airlines North Terminal Consortium**

**Mr. Steve Paquette**

Executive Director – APS c/o DANTEc  
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**ISSUE DATE: August 26, 2009**

**PRE-BID CONFERENCE: August 31, 2009**

**QUESTION & ANSWER DEADLINE: September 18, 2009**

**PROPOSAL SUBMISSION DEADLINE: September 25, 2009**

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## SECTION 1 – GENERAL INSTRUCTIONS

- 1.1 PRE-PROPOSAL INFORMATION AND QUESTIONS:** In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written changes or clarifications issued by DANTeC. If a Proposer finds a discrepancy, error or omission in the RFP, or requires any clarification, the Proposer is requested to notify DANTeC and the solicitation manager noted on the cover of this RFP via email. All questions regarding this RFP must be submitted in writing and electronic format, to the attention of DANTeC listed on the cover page and reference this RFP prior to the Question and Clarification Deadline of September 18, 2009 at 4:00 p.m., Eastern Standard Time (“EST”).
- 1.2 PRE-BID MEETING:** A pre-bid meeting regarding this RFP, its content and instructions is scheduled for this RFP on August 31, 2009 at 2:00 p.m. located at:
- Detroit Metropolitan Airport  
North Terminal – Departures Level  
DANTeC Conference Room  
Suite 2167E  
Detroit, MI 48242**
- 1.3 RFP MODIFICATIONS:** All clarifications or changes to this RFP will be in writing and made available in the same manner as the RFP. **Proposers are advised to check the postings website at least once daily for any communications regarding this RFP.**
- 1.4 PROPOSAL SUBMISSION:** Follow the instructions outlined in the Proposal Requirements section of this RFP. All proposals shall be submitted in a sealed format and be delivered and received by the submission deadline of September 25, 2009 at 4:00 p.m., EST and to the address and location indicated on the cover page of this RFP. All proposals received by the DANTeC office shall be time and date stamped as they are received. Those proposals submitted that have missed the intended deadline will be excluded from any further involvement or consideration regarding this RFP. DANTeC may choose to extend the proposal submission deadline, however shall do so by written notification and at its sole discretion. **Proposers are advised to check the postings website at least once daily for any communications regarding this RFP.**
- 1.5 COMPLIANCE:** Procurement for DANTeC will be handled in a manner providing fair opportunity to all businesses and shall conform to all of the requirements contained herein.
- 1.6 CONTRACT AWARD:** DANTeC reserves the right to award by item, group of items, or the total proposal in whole, if applicable. The Proposer to whom the award is made will be notified at the earliest possible date. Award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal. If for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommended award, then DANTeC may recommend the next most responsive and responsible Proposer.
- 1.7 PROPOSAL PRICING:** All proposals, pricing and all submissions must be firm for at least 180 days from the due date of the proposal submission.
- 1.8 FOIA REQUIREMENTS:** DANTeC complies with all FOIA requirements.

## **SECTION 2 – GENERAL INVITATION**

The Detroit Airlines North Terminal Consortium (“DANTEC”) invites the submission of proposals to provide Distributed Antenna System (DAS), Master Clock System (MCS) and Paging System Preventative & Corrective Maintenance Services for the North Terminal at Detroit Metropolitan Airport (“DTW”). If you have demonstrated experience in the area of providing these services, and you are interested in providing such services to DANTEC, you are invited to respond to this Request for Bids (“RFP”).

The Wayne County Airport Authority (the "Authority") has initiated the North Terminal Redevelopment Project to develop, design and construct a new passenger terminal and related facilities at the North Terminal. DANTEC was organized by certain air carriers operating at North Terminal to participate in the operation and maintenance of airline equipment as the representative of those carriers. Pursuant to an agreement between DANTEC and the Authority, DANTEC was granted the authority to contract for the furnishing, installation, operation and maintenance of the airline equipment (the "DANTEC Equipment").

DANTEC desires to obtain the services of a firm that will be responsible for DAS, MCS and Paging Systems Preventative and Corrective Maintenance Services, including but not limited to, providing scheduled and non-scheduled preventative and corrective maintenance services, emergency services and repairs, and other related services as more fully described herein. A Scope of Services for each of the items being requested and a draft version of the Proposed Agreement are set forth herein.

DANTEC intends to select the most cost competitive and qualified firm proposing to provide the services under terms that DANTEC deems to be the most advantageous and beneficial. DANTEC reserves the right to award this RFP in part or whole, if applicable. Evaluation and selection of proposals will be in accordance with the provisions of this RFP. DANTEC reserves the right, but shall not be obligated, to reject any or all proposals or to negotiate with one or more qualified Proposers to determine which Proposer has agreed to terms most advantageous to DANTEC.

## **SECTION 3 – GENERAL INTRODUCTION**

### **3.1 Description of DANTeC.**

DANTeC is a Michigan limited liability company formed by AirTran Airways, American Airlines, Southwest Airlines, Spirit Airlines, US Airways, and United Airlines (collectively the "Member Airlines"). DANTeC was established for the purpose of operating and maintaining certain airline facilities, equipment and systems, and for providing other operations, maintenance and support services to the airlines at the North Terminal pursuant to the North Terminal Redevelopment Project.

### **3.2 Description of the North Terminal Redevelopment Project.**

The North Terminal is being completely rebuilt pursuant to the North Terminal Redevelopment Project (the "NTRP"). The NTRP, among other things, will improve the North Terminal's operational efficiency and expand the capacity of the North Terminal facility. The terminal building portion of the NTRP includes the demolition of the existing terminals and the construction of a replacement terminal building, concourses and related facilities. Pursuant to the NTRP, airline equipment will be financed, constructed or acquired by the Wayne County Airport Authority ("Authority"). However, the airline equipment will be operated and maintained by DANTeC, through the Executive Director, and as approved by the Authority.

### **3.3 Intent to Contract**

It is the intent of DANTeC to enter into a contract exclusively for providing DAS, MCS and Paging System Preventative and Corrective Maintenance Services for the North Terminal of Detroit Metropolitan Airport ("DTW"). The terminal is open and operates 24 hours per day; seven days per week and peak hours are estimated from 6:00 a.m. until 9:00 p.m. The successful Proposer ("Contractor") will provide routine and on-call DAS, MCS and Paging System maintenance services, and will be responsible for the efficient and reliable performance of the North Terminal DAS, MCS and Paging System equipment including but not limited to the following scope of work described in Section 4 of this RFP. The successful Proposer (Contractor) will be required to provide trained and qualified employees as required to successfully provide the services being requested in this RFP and upon Notice to Proceed. Employees assigned to perform these services shall be compensated prevailing wage rates in accordance with the local area wage rates for employees providing similar services and classifications.

### **3.4 Qualifications**

Firms responding to this RFP should have a minimum of three (3) years of demonstrated experience providing similar services for equally sized operations of size and scope outlined in this RFP. Preferred qualifications should be firms providing between three (3) and seven (7) years of demonstrated experience providing similar services in size and scope outlined in this RFP. Proposers should include as part of their proposal requirements, a description on how they meet or exceed the minimum or preferred qualifications outlined above. Proposers not meeting the minimum qualifications or

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providing how they meet the qualifications may be deemed non-responsive or responsible without being given any further consideration.

### **3.5 Services Not Included**

The successful Contractor shall not be responsible for services as they relate to (a) proprietary equipment of the various individual airlines using the Airport (non-DANTEC) equipment; and (b) the operations areas, (non-DANTEC) space of the various airlines, unless otherwise contracted for separately by others, or by DANTEC for additional services.

### **3.6 Term of Contract**

The contract between DANTEC and the Contractor(s) shall be for an initial period of three (3) years, with an option, at the sole discretion of DANTEC, to extend the term up to two (2) additional periods of two (2) years each, not to exceed a total of seven (7) years (base term plus two (2) option terms).

## **SECTION 4 – SCOPE OF SERVICES**

**4.1 General Scope of Work** – The selected DAS, MCS, and Paging Systems maintenance contractor, under exclusive contract with DANTeC, will perform DAS, MCS, and Paging Systems preventive and corrective maintenance services at the new North Terminal.

These services combined, will provide and ensure DANTeC and users of the DAS, MCS, and Paging Systems, seamless, reliable and cost effective operation and management of the North Terminal Communication and Display Systems. The contractor will also be required to provide other services such as specialized maintenance, site condition assessments, provide site and equipment upgrades, or other related services which may be required under this agreement. These special services will be requested on an as needed basis with costing for those services being submitted under separate proposal.

During the term of this agreement, all DAS, MCS, and Paging Systems maintenance services will be conducted in accordance with all applicable industry, application specific, and equipment standards, environmental laws, procedures and practices utilized in the industry, and to include local, state, and governmental regulations, both current and future.

**4.2 DAS, MCS, and Paging Systems Preventive & Corrective Maintenance** – The contractor will provide preventive and corrective maintenance services on the DAS, MCS, and Paging Systems. On critical components, the contractor shall provide 24/7/365 on-call response services to ensure service level requirements for the DAS, MCS, and Paging Systems are fully operational outside of the SMW (“Service Maintenance Window”). For the equipment and systems listed above, contractor will provide the following services:

4.2.1 Conduct comprehensive, routine and scheduled inspections on all critical and non-critical systems listed above and included in this scope. Contractor will provide DANTeC with monthly incident reports itemizing each system that required corrective maintenance and action plans to correct deficiencies and/or repairs. It is intended under this agreement that the DAS, MCS, and Paging Systems be monitored, on a daily basis Monday through Friday except recognized holidays.

4.2.2 Perform comprehensive, preventive and predictive maintenance on all critical and non-critical systems listed above and included in this scope. Preventive maintenance shall be performed meeting or exceeding manufacturer’s specifications and frequencies. Preventive maintenance activities shall include but not limited to: inspection, adjustments, cleaning, and other manufacturers’ recommended preventive maintenance activities.

4.2.3 Contractor will provide all skilled labor, materials and equipment to perform preventive and predictive maintenance services on all equipment and systems listed above and included in this scope. Preventive maintenance services on all critical and non-critical systems will be a fixed and an all inclusive fee.

4.2.4 Contractor will ensure that the DAS, MCS, and Paging System and equipment, including their immediate areas, are kept clean at all times. Contractor will provide routine cleaning, both physical and mechanical cleaning, of the DAS, MCS, and

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Paging System and related equipment on a regular basis and in accordance with manufacturers recommendations.

- 4.2.5 Preventive maintenance services shall be scheduled and coordinated as to not interfere with airline or airport operations. All work shall be coordinated and scheduled in advance. Contractor will be required to properly dispose of all associated refuse in connection with the services being provided.
- 4.2.6 Contractor will provide DANTeC with a comprehensive preventive and predictive maintenance schedule prior to commencing work. This comprehensive plan shall include all equipment and system inspections, schedules and services to be performed, including frequencies broken down by day, week, month quarter, semi-annual and annual intervals.
- 4.2.7 DANTeC will review and approve contractor's comprehensive maintenance plan prior to commencing with services and execution of the plan. Contractor will meet with DANTeC on a regular basis to discuss performance of the plan and overall DAS, MCS, and Paging System performance and overall plan effectiveness.
- 4.2.8 Perform corrective maintenance services – emergency & scheduled. Contractor will provide 24/7/365 service call emergency corrective maintenance. Contractor shall respond to all such emergency service calls received from the DANTeC TOC within 30 minutes of each call, and be on site within four (4) hours of receiving such call.
- 4.2.9 Contractor will provide on-call and scheduled corrective maintenance services on all equipment identified in this scope. Contractor will provide DANTeC with an estimate of such repairs. All repairs shall be authorized by DANTeC in advance and shall be accompanied by a DANTeC issued work order.
- 4.2.10 DANTeC reserves the right to increase and/or decrease the number of equipment, the required service levels and frequencies on the equipment listed above. DANTeC shall notify contractor in advance of such changes in service.
- 4.2.11 Contractor will obtain all equipment and installation specifications, documents and requirements prior to servicing any equipment onsite. All service work will be approved, coordinated and scheduled prior to commencing any work.
- 4.2.12 Contractor will be held to the following service level requirement for the equipment specified in this scope. During the life of this agreement, the contractor will perform and adhere to the following Service Level Requirements:
  - ◆ All equipment and materials used in the performance of this RFP must be maintained, identified, and acceptable in appearance at all times and as approved by DANTeC.
  - ◆ Maintain communications with DANTeC and or its representative while on site.
  - ◆ Must return all service requests calls placed by DANTeC within 30 minutes.

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- ◆ Must have technician onsite four hours after receiving a service request from DANTeC.

4.2.13 Contractor will engage the manufacturer/vendor, as necessary, for 2<sup>nd</sup> level hardware and/or software support of the systems affected. Contractor will provide DANTeC with an estimate of any repairs/parts required but not covered under the manufacturer/vendor support contract. All repairs/parts shall be authorized by DANTeC in advance and shall be accompanied by a DANTeC issued work order.

**Table 4.2-A Minimum Service Level Requirement**

<b>Measurement</b>	<b>Definition</b>	<b>Performance Target (Annual)</b>
DAS, MCS, and Paging Systems System	Percentage of time Equipment is available outside of SMW.	95.00%

4.2.14 Other related and/or specialized services as requested by DANTeC. These special services will be requested on an as needed basis with costing for those services being submitted under separate proposal.

**4.3 Equipment, Materials & Supplies** - Materials and supplies used by the Contractor in the performance of services hereunder will be of such quality as to meet the required performance standards, and the services to be furnished hereunder, and will be used and/or operated in such a manner as not to wear, tear, mar or otherwise have a harmful effect upon any WCAA property or equipment. If at any time, in the opinion of DANTeC, Contractor uses any improper equipment, materials, or supplies in furnishing services hereunder, then Contractor will, upon written notice from DANTeC, use such equipment, materials, and/or supplies as may be specified in such notice or discontinue from use such equipment, materials, and/or supplies, as may be specified in such notice, as the case may be.

**4.4 Special Services** – The Contractor will provide special services requested by DANTeC during the term of this contract. Additional services to accommodate special projects and services and shall be requested on an as needed basis. These special services will be requested on an as needed basis with costing for those services being submitted under separate proposal.

**4.5 Facilities** - The Contractor is responsible for keeping all DAS, MCS, and Paging System areas and equipment clean, neat and orderly at all times. The Contractor will be responsible for maintaining all equipment in a clean and safe condition and in appearance. DANTeC reserves the right, at any time, to increase or decrease the equipment and service levels when agreed upon by the DAS, MCS, and Paging Contractor.

**4.6 Utilities and Services** - The Contractor must ensure the most effective and efficient operation of all DANTeC provided utilities and resources by its staff and employees to conserve energy and financial resources while not compromising performance levels.

**4.7 Scheduled Work Types, Frequency and Locations** - The Contractor will provide DAS, MCS, and Paging Systems maintenance schedule and management services. The

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specific areas of services at the North Terminal DAS, MCS, and Paging Systems services must be provided are set forth in this RFP and included in the exhibits contained.

- 4.8 Unscheduled Work** - DANTeC may require the Contractor to perform Unscheduled Work. Unscheduled Work means work that is needed due to unexpected occurrences, and exceeds the scope of the regular, recurring scheduled services specified in this RFP for example, the addition of speakers, or addition of access points, etc. Unscheduled Work will be considered on a per incident basis and shall be in accordance with the cost schedule provided in the Contractors proposal.
- 4.9 Changes in Services** - DANTeC reserves the right to direct changes in the services covered by RFP by adding or deleting any Scheduled or Unscheduled work, as well as modifying the frequencies and timing of scheduled services as dictated by changes in circumstances. The Contractor will promptly comply with such requirements. Any changes in the fees or cost as a result of any such modifications will be governed by the pricing contained in the Contractor's bid.

## **SECTION 5 – REQUIREMENTS**

### **5.1 Contractor Requirements**

- 5.1.1 The Contractor, at all times during the life of this contract, will abide by and follow all necessary industry standards and requirements, WCAA standards and requirements, DANTeC standards and requirements, standards, including those rules, regulations, and laws issued by the FAA, Department of Homeland Security, and Customs & Border Patrol, etc., both present and future.
- 5.1.2 The Contractor, at all times during the life of this agreement, will provide trained and qualified staff as required by certification, licensure or training. All associated credentials will be available to DANTeC upon request, such requirements as resumes, certifications, licenses, and training of the individuals, and contractors, assigned staffed at the North Terminal contracted within and providing services under this RFP. Appropriate qualified staffing levels shall be maintained for the life of the service contract and at the discretion of the Contractor.
- 5.1.3 All services, labor and work performed will be at the new North Terminal site and in specific areas designated by DANTeC.
- 5.1.4 DANTeC will identify or approve all necessary items and equipment necessary to perform the services specified in this RFP over and above those items and equipment required to perform the services outlined in this RFP. DANTeC may require the Contractor to purchase certain equipment and items necessary for the success of the program. All purchases by the contractor shall be approved by DANTeC in advance, and will be reimbursed by DANTeC according to the cost schedule provided in the RFP and will become and remain the property of DANTeC.
- 5.1.5 Opportunities for cost savings, including cost reductions, will be provided to DANTeC as soon as feasible or possible. No actions shall be taken until DANTeC has had an opportunity to review and approve each proposal or opportunity.

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- 5.1.6 The Contractor will be responsible for costs of repair and or replacement associated with the loss, misuse, abuse, neglect, and theft of all equipment previously purchased by DANTeC, assigned to the contractor, and should the contractor be found responsible for such loss or damage.
- 5.1.7 Contractor will ensure that the environment in which the services are provided is not put to risk. Should any area become unsafe as a result of the contractors actions, the contractor shall take all action necessary, at its expense, to clear at the area affected areas in accordance with all local, state and federal requirements.
- 5.1.8 Contractor shall be responsible for compliance with the following requirements with respect to the North Terminal DAS, MCS, and Paging Systems:
- ◆ Preventative and Corrective Maintenance
  - ◆ All Required Reporting & Documentation
  - ◆ Service Response
  - ◆ Corrective & Preventative Actions
- 5.1.9 The Contractor shall maintain all equipment used in the service of this contract in an “as-new” manner.
- 5.1.10 The Contractor shall have an established operations and maintenance safety plan. This plan shall be subject to review and approval by DANTeC and upon request.
- 5.1.11 The Contractor shall report in writing to DANTeC all accidents arising out of or in connection with the Services pursuant to this Contract which result in injury or property damage (as defined by standards and code), giving full details and witness statements. In addition, if death or serious injury occurs the same shall be reported immediately to DANTeC, the Wayne County Airport Authority or its representative by telephone.
- 5.1.12 Parking for the Contractor’s employees and vehicles will be designated by DANTeC. Parking permits and fees in either the North or South Employee Parking Lots are estimated at approximately \$45 per month per employee. The Proposer is responsible to provide these fees at the Contractor’s expense.
- 5.1.13 Contractor will maintain at its expense and if applicable a communications area e.g. bulletin board, display board, etc., for the communication of the Contractors business, employees and other communications including those mandated by law and where applicable. Area and space will be designated by DANTeC and may be consolidated as required.
- 5.1.14 The contractor, at all times during the life of this contract, will compensate its employees with the local prevailing wage rate as stated above.

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### **5.2 Contractor Non-requirements**

- 5.2.1 The Contractor is NOT responsible for coordinating any airline specific responsibilities without notice from DANTeC, or on equipment outside the scope of this RFP
- 5.2.2 The Contractor is NOT responsible for developing or managing airline maintenance requirements, actions, or schedules, however shall actively coordinate such activities outlined in this RFP to minimize disruptions to normal airport and or airline operations.
- 5.2.3 Utilities, Equipment and Other Costs by WCAA – The WCAA will provide general utilities (electricity, water and natural gas) for the North Terminal DAS, MCS, and Paging Systems. The contractor will not be obligated to provide any such utility.

### **5.3 DANTeC Requirements**

- 5.3.1 DANTeC will provide access to all work areas, storage areas and equipment.
- 5.3.2 DANTeC, in coordination with the contractor, will establish all SOP's, provide all operational manuals, equipment manuals, drawings, parts lists, blueprints, schematics and catalogs (if) required.
- 5.3.3 DANTeC will coordinate, in conjunction with the contractor, all project schedules, timelines performance SLA's, contract management, operations management oversight and technical support required for program success.
- 5.3.4 DANTeC, in coordination with the contractor, will secure 2<sup>nd</sup> level hardware and software support from the manufacturers/vendors for the North Terminal DAS, MCS, and Paging Systems.
- 5.3.5 DANTeC reserves the right to request of the contractor, removal of any of the Contractors employee(s), should the employee's behavior, appearance, and professional, ethical, credential or licensing etc., not meet those requirements of DANTeC.
- 5.3.6 Ownership and Responsibilities – DANTeC hereby acknowledges that WCAA is the owner of all DAS, MCS, and Paging System equipment on existing WCAA facilities designated as on-site communication operations hereunder called the North Terminal DAS, MCS, and Paging Systems. DANTeC hereby acknowledges that DANTeC is the operator of the DAS, MCS, and Paging System Equipment on existing WCAA facilities designated as on-site communication operations hereunder called the North Terminal DAS, MCS, and Paging Systems.

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### **5.4 Proposal Requirements**

- 5.4.1 Proposers are advised to adhere to the following proposal requirements. Failure to comply may result in rejection of a proposal as being non-responsive. DANTEC reserves the right to accept or reject any proposal or part thereof that does not comply with these requirements. Any proprietary or confidential information should be clearly labeled as such, but indiscriminate labeling of information as proprietary or confidential may result in rejection of the proposal.
- 5.4.2 Format: Proposals shall be prepared on standard 8½" x 11" letter size paper and bound on the long side, printed on one side only. Sections shall be separated by labeled tabs and organized in accordance with proposal requirements listed in the following Section of this RFP labeled 'Contents' below. Expensive papers and bindings are discouraged.
- 5.4.3 Contents: The proposal must include the following items:
1. A cover letter signed by an authorized representative of the Proposer containing a commitment to provide the services using the personnel identified, together with a commitment to execute an agreement similar to the sample provided in Section 10 of this RFP within fifteen (15) days of selection.
  2. An executive summary, not longer than three pages, demonstrating an understanding of the scope, proposer's company profile and experience, similar projects of size and scope and briefly describing how the proposer will meet the requirements of the RFP.
  3. A comprehensive Plan of Action, which should include but not limited to, a start-up plan, staffing plan, maintenance plan, supply chain plan, quality assurance plan, and any other information outlining the Proposers approach to providing the services and products outlined in this RFP.
  4. Exceptions, if any, to this RFP or the provided draft Agreement. **NOTE: Any exceptions that are unacceptable to DANTEC may be deem the Proposer as non-responsive and Proposer will not receive and further consideration for award. Each exception shall be reviewed and discussed by the Selection Committee and/or discussed with the Proposer.**
  5. Qualifications of the firm describing the general service operation and experience of the firm. Provide references including project name, location, client, total contract amount, day-to-day technical project manager, date completed, client contact information (name, position, and telephone number), brief description for each project identified and described above (one page per project maximum). **Experience will not be considered unless complete reference data is provided.**
  6. Resumes of the account manager, and staff being committed to providing the services, including all training, licenses, or certifications. Briefly describe each individual's particular qualifications for his or her proposed role. Include education, professional certifications and relevant past experience. **Experience will not be considered unless complete reference data is provided.**

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7. A brief overview of how your firm's commitment, cooperation and or compliance to MBE, DBE and WBE objectives. DANTEC is committed to providing fair and representative opportunities for Minority and Disadvantage firms and Minority and Women Business Enterprises. Neither DANTEC nor its contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award or performance of contracts. Furthermore, DANTEC will take affirmative action consistent with sound procurement policies and applicable law, to ensure that Minority, Disadvantage, and Women Business Enterprises are afforded a fair and representative opportunity to participate in contracts awarded by DANTEC.
8. A comprehensive Cost Proposal for the services. Proposers are encouraged to propose innovative compensation and cost methodologies, but each proposal must contain an estimated annual budget for the services based on prevailing wage rates, percentage over market costs, product costs (estimated and/or averaged) and overhead costs. Such cost proposals must, at a minimum, be broken down by type of service or product to be provided and indicate the estimated hours, quantities and overhead cost for those services and products. The cost proposal must contain hourly rates for persons for whom the Proposer plans to compensate on that basis.
9. Financial statements for the last two years that demonstrate the financial capacity of the Proposer to provide the services. The financial statements either must be independently audited or, if no such audited statements are available, must be accompanied by a certification by the preparer that they were prepared in accordance with generally accepted accounting principles consistently applied.
10. Litigation: Provide a brief description of all pending and threatened litigation for the past five (5) years where any team member firm(s) was: (a) a debtor in bankruptcy, or (b) a defendant in a lawsuit for deficient performance under a contract and the damages claimed exceeded one million dollars (\$1,000,000), or (c) a respondent in an administrative action for deficient performance on a project, or (d) a defendant in any criminal action. Any Proposer found to be in arrears with DANTEC, and or the Authority; will be required to make current any obligations. If Proposer fails to correct arrearages within fourteen (14) days of notice of award, the Proposer will be deemed non-responsive and DANTEC may enter into negotiations with the next best firm. NOTE: Any litigation that is determined unacceptable by DANTEC may deem the Proposer as non-responsive and Proposer will not receive and further consideration for award. Each litigation will be reviewed and discussed by the Evaluation Committee and/or discussed with the Proposer.
11. Any other pertinent information that the proposer wishes to include.

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**5.4.4 Other Requirements:**

1. One (1) original containing original signatures and prominently marked 'ORIGINAL' and six (6) copies of the proposal are to be submitted in a sealed envelope no later than 4:00 p.m., EST September 25, 2009 addressed to: Steve Paquette, Executive Director DANTeC, North Terminal, Suite 2167A, Detroit, MI, 48242. Any proposal received after the closing time and date will be considered late and may not be accepted by DANTeC.

In addition to the address listed above, each envelope or package must be labeled:

**Request for Proposals for  
"Distributive Antenna, Master Clock and Paging System  
Preventative & Corrective Maintenance Services"  
For DANTeC at Detroit Metropolitan Airport ("DTW")**

2. Inquiries regarding this RFP should be addressed prior to the question and clarification deadline in writing to:

DANTeC  
Attn: Mr. Michael Cox, Duty Manager  
AvAirPros Services, Inc. c/o DANTeC  
North Terminal – Departures Level  
Suite 2167A  
Detroit, MI 48242  
[www.dantecdtw.com](http://www.dantecdtw.com)

3. Inquiries transmitted by fax may be sent to Mr. Cox at 734.247.1061
4. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed, and in ink by the person(s) signing the proposal.
5. Proposals sent by telegraph, facsimile, or other electronic means will not be considered.
6. All costs incurred in the preparation and presentation of the proposal is the Proposer's sole responsibility; no pre-proposal costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of DANTeC.
7. Proposals must be signed by an authorized official of the Proposer. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to DANTeC if the Proposer is determined to be the most responsive and responsible Proposer.
8. Proposers who receive this RFP but who do not submit a proposal should return a written notice stating the reason(s) for not responding. Failure to return a response may result in removal of the Proposer's name from the list of Proposers.

**Issued for Review**

**5.5 Badging Requirements**

**Note to Proposers: Contractors will be required to furnish and maintain all badging requirements at their expense, and to include Customs, required bonds and or fees where applicable. Contractors will be responsible for badging maintenance and compliance to all rules, regulations, policies and procedures, both current & future, issued by the WCAA, Airport Credentials Office, or those mandated by law.**

**AIRPORT CREDENTIALS OFFICE - HOURS/LOCATION**

The Airport Credentials Office is located on the 3<sup>rd</sup> floor of the L.C. Smith Terminal.

Office hours are:

Monday	8:30 a.m. – 11:30 a.m. & 12:30 p.m. – 4:00 p.m.
Tuesday	8:30 a.m. – 11:30 a.m. & 12:30 p.m. – 4:00 p.m.
Wednesday	8:30 a.m. – 11:30 a.m. & 12:30 p.m. – 4:00 p.m.
Thursday	8:30 a.m. – 11:30 a.m. & 12:30 p.m. – 4:00 p.m.
Friday	8:30 a.m. – 11:30 a.m. & 12:30 p.m. – 4:00 p.m.

**\* The Credentials Office is closed from 11:30 a.m. to 12:30 p.m. daily.**

Office Phone: (734) 942-3606

Fax: (734) 942-3814

Email: security.credentials@wcaa.us

Mailing Address: Airport Security, Credentials Office  
Wayne County Airport Authority  
Detroit Metropolitan Airport – North Terminal  
601 William Rogell Dr.  
Detroit, MI 48242

**BADGE APPLICATION**

Individuals who require unescorted access to the Air Operations Area (AOA), Restricted or Secured Areas must possess a DTW photo ID Badge. Badge issuance is limited to those individuals who have cleared the FBI-based criminal history check and have a frequent and reoccurring need for access. In addition, Badge applicants must be based in the Detroit area and maintain a local address throughout the time they possess a DTW ID Badge. Contact the Badge Office for information on the procedure for requesting a waiver of the local address requirement.

Application for a Badge is made on the Badge Application Form. This Form must be completely filled out, properly signed and submitted to the Credentials Office for processing. The Form will be checked by the Credentials Office for accuracy including proper signatures and dates. Badge Application Forms are available from the Credentials Office by pickup, mail, e-mail or fax, upon request. Only the “original copy” of a completed Application Form will be accepted, do not submit a photo copy; it will not be accepted for processing.

There is a \$20.00 processing fee for each Application processed for airline/tenants/vendors. Billing invoices will be generated on a monthly basis and mailed to each company. Contractors are required to pay for all Badges at the time of issuance or renewal (\$300 deposit and \$20 processing fee for each Badge and a \$10 renewal fee – photo or non-photo). See procedures for Badging Contractors.

**AUTHORIZING SIGNATURE FORM**

Each company that requests DTW ID Badges must identify one or more responsible company employees as “Authorizing Signers”. Only Badge Application Forms signed by an “Authorizing Signer” will be accepted for processing. Names of individuals authorized to sign Badge Application Forms for a particular company are on file in the Credentials Office. Each Badge Application submitted for processing will be checked to ensure that it is authorized by one of the designated individuals. Only individuals who possess a DTW photo ID Badge may be Authorizing Signers. The signature of an Authorized Signer on a Badge Application Form certifies that the applicant is an employee of the particular company, requires unescorted access to the AOA, and that the Application has been reviewed for completeness.

**FBI-FINGERPRINT CHECK**

All individuals applying for a DTW Badge ID must undergo a FBI fingerprint-based criminal history check as part of the DTW Badge issuance. Individuals convicted, within the past 10 years, or currently charged with certain disqualifying crimes will be denied issuance of an Airport ID Badge. Fingerprint results must come back cleared before issuance of the DTW Photo ID Badge. Allow 2 – 7 days for fingerprint results to come back.

**IDENTIFICATION VERIFICATION CHECK**

As part of the Airport’s increasing security awareness, the Credentials Office conducts an identification verification check on all new applicants. This check provides a greater level of identity verification. The Identity check will be conducted along with the FBI fingerprints for processing. As with the FBI fingerprint check, results must come back cleared before issuance of the DTW Photo ID Badge. Allow 2 – 7 days for the Identity check to come back.

**WARRANT CHECKS**

The Airport conducts warrant checks on a daily basis for all individuals who have been issued, or are renewing their DTW ID Badge. The Airport will suspend the unescorted access privileges of any individual with an outstanding arrest warrant.

**SECURITY TRAINING**

Badge applicants must be able to comprehend the Airport’s security rules, guidelines, regulations and procedures and possess the ability to perform the responsibilities associated with unescorted access privileges. To fulfill this requirement, all individuals applying for a DTW photo ID Badge must first undergo security training. Training is conducted at the Credentials Office Monday through Friday at 10:00 a.m. and 2:00 p.m. and on Wednesday’s an additional class is held at 7:00 a.m. Applicants will need to come in for processing before attending the training. Applicants not processed or fingerprinted prior to the scheduled training session will not be admitted.

As part of training, applicants must pass a written test with a score of 75% or better. Those not passing the test will be permitted to repeat the testing two additional times with minimum of one-day period between training and testing. Requests for training and testing beyond these limits must be made in writing by an Authorized Signer and will be reviewed for approval on a case-by-case basis. Due to the limited capacity, persons attending training for the first time will be given priority.

## ***Issued for Review***

### **IDENTIFICATION**

All Badge applicants must present two (2) forms of identification when applying for a DTW ID Badge, at least one ID must have been issued by a Government Authority and at least one must include a photo.

#### **PHOTO ID**

Valid Driver's License  
Valid State ID Card  
Airline ID  
LEO Credentials  
Passport  
Federal, State, Local Government ID  
High School/University ID  
#)  
Resident Alien Card

#### **NON-PHOTO ID**

Birth Certificate  
Social Security Card  
Valid "Temporary" Driver's License  
Valid "Temporary" State ID Card  
Union Membership Card  
Voter Registration  
Payroll Stub (with matching name or SSN #)  
  
Automobile Registration (with matching name, address & Driver's License #)

### **RETURN OF DTW ID BADGES**

It is the responsibility of each company to maintain accountability of all DTW ID Badges issued to their employees. Badges must be retrieved and returned to the Airport when an individual no longer requires access to the AOA, Restricted or Secured Areas, resigns, is terminated, retires, is laid-off, on strike, or is on medical or maternity leave. Badges must be returned to the Credentials Office on a "Separation Form" within 3 days (72 hours) of the separation. (Note: Contractor Badges are valid only for the construction project for which they were issued. Upon completion of the project, all Badges must be returned.)

In cases when an ID Badge is not retrieved from the individual at the time of separation, the Credentials Office must be notified, by telephone or in person, **within eight (8) hours**. In cases of termination for cause, and the company does not have the ID Badge, notification must be made **immediately**. Upon this notification, the Credentials Office will "revoke" the individual's access authority in the Security Card Access System, to prevent them from accessing the AOA, Restricted or Secured Areas. In these cases, a Separation Form must still be filled out and submitted, indicating what steps the company has taken to retrieve the ID Badge from the individual. A \$100 Failure to Return Fee will be charged if the ID Badge is not returned to the Credentials Office. This fee will be refunded if the Badge is returned within 6 months from the date the Badge was revoked.

### **RENEWAL**

There is a \$10 (ten dollar) renewal processing fee for each badge renewed. This fee will be billed to the Company at the end of each month. It is the responsibility of each individual to renew his or her ID Badge. DTW ID Badges are issued with an expiration date that is no more than 1 year from the individual's birth month. Failure to renew the DTW ID Badge prior to the expiration date will result in a \$10 (ten dollar) late fee charged to the individual as well as mandatory recurrent Security Training. This late fee must be paid prior to re-authorization of the ID Badge.

### **BADGE REPLACEMENT**

Badges that have been lost or stolen must be reported **immediately** to the Credentials Office. This notification will allow the Credentials Office to "revoke" the lost or stolen Badge in the Security Card Access System, so if found, the Badge cannot be used to gain access.

## ***Issued for Review***

Individuals who require a replacement Badge must fill out a “Badge Replacement Form” before a replacement may be issued. This Form must be signed by the Authorizing Signer for the company. Badge Replacement Forms are available in the Credentials Office.

The replacement costs are as follows:

- 1<sup>st</sup> Replacement: \$100 (\$85 deposit; \$15 processing fee)
- 2<sup>nd</sup> Replacement \$200 (\$185 deposit; \$15 processing fee)
- 3<sup>rd</sup> Replacement is at the discretion of the Security Chief
- Contractor Replacement \$115 (\$100 deposit; \$15 processing fee)

Deposits will be refunded if the lost or stolen card is returned to the Credentials Office.

## **ISSUANCE OF TEMPORARY IDENTIFICATION BADGES**

Temporary Identification Badges are available for employees who have forgotten their DTW ID Badge or are waiting to go through the Badging process. These Temporary ID Badges are valid only for the date issued. The use of a Temporary ID Badge requires the escort of a DTW photo Badged individual at all times while in the Air Operations Area, Restricted or Secured Areas.

Temporary ID’s may be obtained at the Airport Credentials Office or at Landside Services (located at the Ground Transportation Bldg. - lower level, in front of the L.C. Smith Terminal and in the McNamara Parking deck.) Individuals requesting Temporary ID must present photo ID and be accompanied by a person who possesses a DTW photo ID Badge. Temporary ID’s will only be issued for a total of 3 consecutive days to the same individual.

## **ID BADGE AUDITS**

The Transportation Security Administration requires that the Airport regularly audit ID Badge records to ensure accuracy and accountability. Audits (either “paper” or “physical”) will be conducted bi-annually with all companies who participate in the Airport Badge System. Paper Audits will include a listing of all DTW ID Badges issued to a particular company. Companies will be required to review the list, ensuring that all individuals are still employed by them, still require Airport access, and are in possession of their DTW ID Badge. Physical Audits, in addition to a review and certification of the employee listing by each company, will require each badge holder to report to a specific location for a physical inspection of their ID Badge. Failure to complete Audits as requested will result in the suspension of ID Badge issuance privileges.

## **RECORD KEEPING**

Companies are required to maintain records pertaining to the completion of Background Checks for all employees. These records must be maintained for the duration of time that the employee is with the company, and up to 180 days from the date of termination/separation. It is recommended that companies keep this documentation in a separate file. Remember, it is subject to an Airport Audit. Employment History Verifications records must be made available to the Airport Authority for inspection to determine compliance all security requirements. The records shall include, but not be limited to the following:

- a) A copy of the Badge Application;
- b) A copy of the Separation
- c) Any other information as required by the Airport Chief Executive Officer (CEO).

## ***Issued for Review***

**Each company must provide the Airport with the location the records will be stored and the name or title and phone number of the individual who maintains the records. This information is maintained on the Authorizing Signature or Delegation of Authority Form.**

### **DISQUALIFYING CRIMES**

Federal Regulations require all employees to submit to a FBI Fingerprint Criminal History Check before receiving unescorted access privileges. The Criminal History check verifies that there have been no convictions or charges of any of the TSA disqualifying crimes within the past ten years. A copy of your Criminal History results will be made available to the employee upon receipt of a written request (Form can be obtained from the Credentials Office).

- A felony involving illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
- Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
- A felony involving possession or distribution of stolen property
- A felony involving dishonesty, fraud, or misrepresentation
- A felony involving theft
- A felony involving burglary
- Armed robbery or felony unarmed robbery
- A felony involving importation or manufacture of a controlled substance
- Distribution of, or intent to distribute a controlled substance
- A felony involving aggravated assault
- Rape or aggravated sexual abuse
- A felony involving bribery
- A felony involving willful destruction of property
- A felony involving a threat
- Murder
- Assault with intent to murder
- Kidnapping or hostage taking
- Felony arson
- Extortion
- **Carrying a weapon or explosive aboard an aircraft**
- Conveying false information and threats
- Commission of certain crimes aboard an aircraft in flight
- Destruction of an aircraft or aircraft facility
- Interference with flight crew members or flight attendants
- Forgery of certificates, false making of aircraft and other aircraft registration violations
- Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements
- Interference with air navigation
- Espionage
- Aircraft piracy outside the special aircraft jurisdiction of the United States
- Aircraft piracy
- Improper transportation of a hazardous material
- Lighting violations involving transporting controlled substances
- Sedition
- Treason
- Violence at international airports
- Conspiracy or attempt to commit any of the aforementioned criminal acts.

## ***Issued for Review***

\*All costs provided in this section “Badging Requirements” are estimates. Based on those requirements of the contractor, badging fees could be in excess of the amounts stated. All information provided above is being provided as reference only and subject to change without notice.

### **5.6 Insurance Requirements**

**NOTE TO PROPOSERS:** All insurance requirements must be in place prior to contract award and notice to proceed. All insurance certificates must be presented as soon as notice to award is given to the contractor. Original certificates must be submitted to DANTeC within 10 business days after all insurance requirements have been met and approved by DANTeC and the WCAA.

Failure to comply with any/all insurance requirements during contract development and during the term of the contract, shall deem the Proposer non-responsive or in default. The Proposer and contractor shall provide and maintain the insurance requirements throughout the term of the contract.

Contractor shall maintain insurance coverage, at its expense, with insurance companies reasonably acceptable to DANTeC and allowed to provide such insurance in the State of Michigan, naming WCAA, The County of Wayne, DANTeC, DANTeC Board of Directors, its members, officers, agents and employees as additional insured parties, in accordance with the provisions of Article 7 of the DANTeC Consortium Agreement.

The awarded contractor shall provide the following forms of insurance by those companies allowed by the State of Michigan to provide such insurance:

**I. Commercial Liability Insurance (Primary and Umbrella)** – Comprehensive broad form commercial liability insurance or equivalent coverage for the mutual benefit of the WCAA and DANTeC, and naming WCAA, County of Wayne, DANTeC, DANTeC Board of Directors, its members, officers, agents and employees, as an additional insured on a primary basis, with limits of not less than \$5,000,000 per occurrence, for claims for bodily injury, death, property damage liability, and personal injury, including claims arising from the use of all equipment, hoists, motor vehicles and aircraft on the Airport or in connection with hauling of materials and debris therefrom. Coverage’s shall include the following: all premises and operations, products and completed operations, explosion, collapse, underground, independent contractors, pollution, broad form property damage, separation of insured’s, defense and contractual liability coverage (with no limitation endorsement), including coverage for claims made by one insured against another. For the purposes of this RFP, and the services required under this RFP, pollution liability limits where applicable will be elevated with final approval for such limits being provided by DANTeC, WCAA and DANTeC’s insurance underwriters.

**II. Automobile Liability Insurance** - When any motor vehicles are used in connection with work to be performed by or on behalf of the Contactor(s), if applicable, shall provide Automobile Liability Insurance in accordance with the Laws of the State of Michigan in the combined single limit of \$5,000,000 for all vehicles given airside access and \$2,000,000 for vehicles restricted solely to landside access, which policies of insurance shall be endorsed to include all owned, hired and non-owned vehicles used by the contractor on or about the Airport and naming the WCAA and DANTeC as an additional insured on a primary basis.

**III. All Risk Property Insurance** – Contractor shall maintain All Risk Commercial Property Insurance, insuring the contractors Facilities, Systems and Equipment, if any, and DANTeC Operations Areas against all risk of direct physical loss or damage as may from time to time be included within the definition of an “All Risk Insurance Policy”, as a result of contractors Facilities, Systems and Equipment, if any, with extended broad form coverage, including without limitation, loss or damage by fire, lightning, windstorm, hail, explosion, riot and civil commotion, damage from aircraft and vehicles, breakdown of boilers, machinery and electrical equipment, and such other risks as the WCAA and DANTeC may reasonably designate. The insurance also shall cover increased costs of construction, demolition and debris removal coverage, and contingent liability arising out of the enforcement of building laws and ordinances governing repair and reconstruction if applicable. Such insurance shall be in an amount equal to one hundred percent (100%) of the full replacement cost of property, including all improvements and betterments.

**IV. Workers' Compensation and Occupational Disease Insurance** - Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law, covering all employees of the contractor, if any, with limits of not less than \$500,000 for each accident or illness. DANTeC requires all of its Contractors to carry workers' compensation insurance as required by Law. Coverage and dates of coverage shall be kept current during the life of the agreement.

## **SECTION 6 – SELECTION PROCESS**

A Selection Committee, which will include representatives from the Executive Directors Office, will review the proposals in accordance with the proposal requirements (section 5.5), and evaluation criteria set forth in Section 7 included in this RFP. The Selection Committee will evaluate all proposals. DANTeC may shortlist some or all of the Proposers. Proposers selected for award will be recommend to the DANTeC Board of Directors of the selection of a Proposer. At the sole discretion of the Selection Committee, shortlisted Proposers, if any, may be invited to make oral presentations to the Selection Committee. After such presentations by the firms, the Selection Committee will make a final evaluation and submit its recommendation to the DANTeC Board of Directors for selection of a firm for purposes of negotiation of a contract or for solicitation of best and final offers from the shortlisted firms. Final selection of the Proposer will be at the sole discretion of DANTeC, the Selection Committee, and or the DANTeC Board of Directors.

The DANTeC Director of Operations' Office will notify the successful Proposer. The selected Proposer and DANTEC will negotiate the final budget, work scope, and execute a Form Of Agreement as attached and provided as an example to the RFP, within fourteen (14) days of notification. In the event the selected firm fails to timely execute such agreement, DANTeC may enter into negotiations with the next best firm.

**SECTION 7 – EVALUATION CRITERIA**

An Evaluation Committee will review the proposals in accordance with the following criteria. Evaluation criteria are listed in order of relative importance:

- A. Attractiveness of the cost proposal as it compares with:
  - 1. Contractor’s (and subcontractors if applicable) experience and capabilities.
  - 2. Qualifications of Contractor’s assigned and dedicated staff to this account.
  - 3. Other contractors of equal experience and capabilities.
  
- B. Technical competence as evidenced by:
  - 1. General experience of the proposer in performing professional services comparable in scope to those previously outlined.
  - 2. The professional qualifications and experience of the proposer and personnel committed to this project.
  - 3. Past performance of the proposer on other contracts in terms of quality of work and compliance with performance schedules. DANTeC **will** contact any or all references supplied by the proposer.
  
- C. The quality of the proposed Plan of Action, Staffing Plan including participation in DBE/WBE/MBE, On & Off Site Service Plan Maintenance Plans, and Safety Plan.

Proposals will also be reviewed to ensure compliance with all applicable local, State and Federal laws, ordinances and statutes.

DANTeC reserves the right to seek clarification of information submitted in response to the RFP during the evaluation process.

**Basis of Award:**

In accordance with the guidelines of DANTeC, this contract will be awarded to the most effective provider. Price will be a determining factor, but not the sole factor, in evaluating the bids. As stated in the Proposal Requirements, other factors of consideration will be prior experience, including past performance; personnel qualifications, including technical excellence; and management capability, including scope and schedule compliance. Award will be made to the responsive and responsible bidder offering a proposal that is deemed the most acceptable and advantageous to DANTeC.

**SECTION 8 – REQUIRED FORMS**

**8.1 – PROPOSAL PRICE FORM**

**Preventative Maintenance Services – Fixed Fee Annual Amount**

Base Years 1-3	Year 1 Total PM Costs:	\$ _____
	Year 2 Total PM Costs:	\$ _____
	Year 3 Total PM Costs:	\$ _____
	<b>Total PM Costs Yrs. 1-3:</b>	<b>\$ _____</b>
Renewal Option 1	Year 4 Total PM Costs:	\$ _____
	Year 5 Total PM Costs:	\$ _____
Renewal Option 2	Year 6 Total PM Costs:	\$ _____
	Year 7 Total PM Costs:	\$ _____
	<b>Total PM Costs Yrs. 1-7:</b>	<b>\$ _____</b>

**Corrective Maintenance Services – Cost Plus**

Base Year Hourly Rates – Skilled Labor:	\$ _____
Base Year Hourly Rates – Operator/Technician:	\$ _____
Labor Escalation Rate Years 2-7:	% _____
Parts & Equipment Mark-up (Fixed):	% _____
Overhead & Profit Margin (Fixed):	% _____
Warranty Terms (months/year/mfg.):	_____

(All labor wage quotes shall be the local prevailing wage rates, and shall include all benefits as defined under local prevailing wage rate requirements).

**Invoicing**

Invoices shall conform to the requirements of this RFP, Form of Agreement; Exhibit E contained in the sample FOA, and issued Purchase Order. DANTeC encourages electronic transactions of invoicing, payments and credits.

**NOTE: Proposers failing to complete this form in its entirety will deem the Proposer as non-responsive and Proposer will not receive and further consideration for award. Proposers shall not alter or modify this price form.**

**8.2 – DISADVANTAGED BUSINESS ENTERPRISE (DBE), WOMEN’S  
BUSINESS ENTERPRISE (WBE) & MINORITY BUSINESS  
ENTERPRISE (MBE) PARTICIPATION FORM**

DANTEC encourages disadvantaged organizations and business to apply and participate in opportunities securing contracts and work. If your firm qualifies, please fill out this form in its entirety and include a copy of your firm’s current DBE/WBE/MBE certificate. All certificates should be current and will be validated if the proposer and firm are selected.

**(Make additional copies if more than two DBE/WBE/MBE firms are participating or that apply.)**

**To be counted towards the DBE/WBE participation, a firm must either be certified or have applied for certification by the due date on the cover of this document.**

DBE/WBEMBE Name: \_\_\_\_\_ % of Total Contract: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Summary of Participation: \_\_\_\_\_

Is the business certified as a DBE/WBE/MBE by an agency participating in the Michigan Unified Certification Program? \_\_\_\_\_ YES \_\_\_\_\_ NO If no, have they applied for certification with an agency participating in the Michigan Unified Certification Program (MUCP) \_\_\_\_\_ YES \_\_\_\_\_ NO. Proof of certification or application for certification must be submitted with this form.

In addition, attach a detailed description of your plan to provide for participation by DBE/WBE entities, include the following (if applicable):

- The support (financial, technical, management, training, etc.) provided by the Bidder to each DBE/WBE partner.
- A copy of the documents that contain the proposed legal relationship between Bidder and each DBE/WBE participant (if applicable).
- Provide a resume for the principal(s) of the firms identified above.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: Proposers failing to complete this form in its entirety will deem the Proposer as non-responsive and Proposer will not receive and further consideration for award.**

**8.3 – SUBCONTRACTOR DISCLOSURE FORM**

(This form applies to both DBE and non-DBE subcontractors)

**Are there any subcontractors to be utilized under this contract?**

YES - You must complete both pages.

NO - You must complete only this page.

**Subcontractors cannot be added or replaced after submittal of the bid without the prior written approval of the Executive Director or his or her designee.**

**No changes to the DBE participation plan are permitted after submittal of the bid without the prior written approval of the Executive Director or his or her designee. The DBE subcontractor selected to perform as part of the DBE participation plan cannot be changed, nor can the participation level of the DBE subcontractor be lowered without such prior written approval.**

**ACKNOWLEDGED BY:**

Firm: \_\_\_\_\_

Name: \_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Failure to complete this form and/or provide the information requested will result in your Bid being deemed nonresponsive and rejected without any further evaluation.**

**SUBCONTRACTOR FORM (DBE and Non-DBE) Continued**

**(You must submit this form for each DBE and non-DBE subcontractor. If you have more than one subcontractor, make additional copies of this form, as needed)**

Prime Contractor \_\_\_\_\_  
\_\_\_\_\_

State relationship, if any, between Prime Contractor and each Subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: Both the Prime Contractor/Consultant and Subcontractor must sign this form appropriately.**

**Subcontractor:** \_\_\_\_\_  
Fed Tax ID \_\_\_\_\_

Address \_\_\_\_\_  
P.O. Box \_\_\_\_\_

City \_\_\_\_\_  
County \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

Primary contact person: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_

Owners/Partners/Corporate Directors/Principal Stockholders (>5% stock holdings):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Detailed description of the work to be self-performed by the subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount of subcontract: \$ \_\_\_\_\_  
Percent of total contract: \_\_\_\_\_%

Is the subcontractor certified as a DBE by an agency participating in the Michigan Unified Certification Program (MUCP)? \_\_\_\_\_ YES \_\_\_\_\_ NO. If yes, proof of certification must be submitted with this form. Include the following (if applicable):

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- The support (financial, technical, management, training, etc.) provided by the Bidder to each DBE partner.
- A copy of the documents that contain the proposed legal relationship between the Bidder and each DBE participant (if applicable). (EX: copy of the contract between the prime contractor and the subcontractor)
- Provide a resume for the principal(s) of the DBE firm identified above.

**ACKNOWLEDGEMENTS:**

**SUBCONTRACTOR:**

*I acknowledge that all the above information has been completely filled out and is true.*

Firm: \_\_\_\_\_

Name: \_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**PRIME CONTRACTOR:**

*I acknowledge that all the above information has been completely filled out and is true.*

Firm: \_\_\_\_\_

Name: \_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Failure to complete this form and/or provide the information requested will result in your Bid being deemed nonresponsive and rejected without any further evaluation.**

**8.4 – DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT FORM**

NAME OF COMPANY \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FORM OF OWNERSHIP (Check One)

Corporation ( ) LLC ( ) Joint Venture ( )

State of Incorporation/Registration \_\_\_\_\_ Date of

Incorporation/Registration \_\_\_\_\_

Partnership ( ) If Partnership, select one of the following: Limited ( ) or General ( )

Individual ( )

**LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS**

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**LIST OF CORPORATE DIRECTORS**

Principal Business Affiliation

<u>Name</u>	<u>Other Than Proposer Directorship</u>
_____	_____
_____	_____
_____	_____
_____	_____

**ADDITIONAL INFORMATION REQUIRED BY DANTeC**

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock):

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____

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Name \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the Wayne County Airport Authority, or with any of its board members or officers.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

\_\_\_\_\_

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

\_\_\_\_\_  
(Name of Company)

By \_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Title)

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Notary Signature Block and Attest to Above Affidavit:

I, \_\_\_\_\_, a Notary Public, in and for said County and State aforesaid, do hereby certify that \_\_\_\_\_

Who is personally known to me to be the same person whose name is subscribed to the forgoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

Signed before me on \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**NOTE: Proposers failing to complete this form in its entirety will deem the Proposer as non-responsive and Proposer will not receive and further consideration for award.**

**SECTION 9 – LIST OF EXHIBITS**

**EXHIBIT A – North Terminal Distributed Antenna, Master Clock and Paging Equipment List**

**NOTE:**

Exhibits are provided and are included as part of this document. Exhibits are provided for estimates and reference purposes only, and may, or may not, be indicative of actual requirements, specifications, information, location and quantities.

**WARNING:**

This record contains Sensitive Security Information that is controlled in 49 CFR part 1520. No part of this record may be disclosed to persons without a “need to know”, as directed in 49 CFR part 1520, except with the written permission of the Administrator or the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For US government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR part 1520.

**SECTION 10 – FORM OF AGREEMENT**

**NORTH TERMINAL  
DETROIT METROPOLITAN AIRPORT  
DETROIT, MI 48242**

**DANTEC CONTRACT 09-0020  
DISTRIBUTED ANTENNA,  
MASTER CLOCK AND PAGING  
SYSTEM SERVICE AGREEMENT**

THIS AGREEMENT, entered into and made effective as of the [insert day of month] day of [insert month and year] by and between Detroit Airlines' North Terminal Consortium ("DANTEC"), a Michigan non-profit corporation, and [insert contractor name], duly organized and existing under the laws of the State of [insert State] and authorized to do business under the laws of the State of Michigan, having its principal place of business located at [insert address of contractor] ("Contractor").

**RECITALS:**

WHEREAS, the Wayne County Airport Authority, City of Detroit, Michigan ("City") will plan, design, procure, construct, start up and relocate certain operations into a new Terminal Facility (the construction of which is referred to as the "Project") at Detroit Metropolitan Airport, ("Airport"); and

WHEREAS, a consortium of the airlines have formed DANTEC to operate and maintain certain airline equipment ("DANTEC Equipment") and the airport and terminal ("DANTEC Facilities"); and

WHEREAS, WCAA and DANTEC have entered into a certain agreement dated as of April 16, 2008 ("WCAA/DANTEC Agreement"), as may be amended or supplemented from time to time, pursuant to which DANTEC will manage, coordinate and administer the DANTEC Equipment and DANTEC Facilities defined hereinafter, to be incorporated in the Project; and

WHEREAS, DANTEC has designated Airport and Aviation Professionals Services, Inc. ("AvAirPros Services"), a Florida corporation, to act as the representative of DANTEC in the management, coordination and administration of the DANTEC Equipment and DANTEC Facilities, as defined hereinafter, and of this and other agreements for the performance of Services and Work associated with the DANTEC Equipment as Executive Director; and

WHEREAS, Contractor is engaged in the business of providing professional and technical services regarding the operation and maintenance of certain equipment and services associated with the operations of an air passenger terminal facility ("Services") and desires to perform such Services for DANTEC; and

WHEREAS, DANTEC desires to have Contractor provide these Services pertinent to the DANTEC Equipment, as described in Exhibit A attached hereto and incorporated by reference herein, during and subsequent to the multiphase construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, and for other good and valuable consideration, the receipt and

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sufficiency of which are hereby acknowledged, DANTeC and Contractor do hereby agree as follows:

**ARTICLE I**

**INCORPORATION OF RECITALS**

**THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.**

**ARTICLE II**

**SPECIFIC DEFINITIONS**

The following words, terms and phrases will for the purposes of this Agreement, have the meanings assigned to them in this Section:

**"Addenda"** means any information, directions, drawings, specifications, sketches, or clarifications, issued by the Executive Director for inclusion by the Contractor in the pricing of a bid after issuance of the bid package, and prior to the date for receipt of bids.

**"Agreement"** means this DANTeC Equipment Operations and Maintenance Services Agreement, including all Exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications or revisions made from time to time, in accordance with the terms hereof.

**"Airline Parties"** means at any time, an airline and any other person actively engaged in an air transportation business at the Airport.

**"Airport"** means Detroit Metropolitan Airport, together with any additions thereto, improvements or enlargements thereof, now or hereafter made.

**"Airport and Aviation Professionals Services, Inc." ("AvAirPros Services")** means a corporation duly organized and existing under the law of the State of Florida, and authorized to do business in the State of Michigan.

**"Authority"** means the Wayne County Airport Authority

**"Bid Package"** means the final product of assembling contract documents which may be necessary for purposes of bidding and awarding contracts for DANTeC Equipment.

**"City"** means the City of Detroit, a local municipality and city.

**"Chief Executive Officer"** means the chief executive of the WCAA and any representative duly authorized in writing to act on his behalf.

**"Controller"** means the chief executive of the Department of Finance for the WCAA and DANTeC and any representative duly authorized in writing to act on his/her behalf.

**"Day"** means calendar day, unless otherwise noted.

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**"Executive Director"** means AvAirPros Services, a Florida corporation, or any authorized successor thereto, or such other entity as may be designated by DANTeC from time to time, which will act as representative of DANTeC in the management, administration and coordination of the performance of the Services by Contractor and certain other contractors and consultants.

**"FAA"** means the Federal Aviation Administration, created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

**"FIS Facility"** means collectively those facilities provided in the new Terminal Facility for the United States Customs Service ("USCS"), the United States Immigration and Naturalization Service ("INS"), the United States Department of Health and Human Services ("USHHS"), the United States Department of Agriculture ("USDA"), and any successor departments thereto, for the departments' official use or for the processing of arriving international passengers.

**"DANTeC Equipment"** means, without limitation, the following systems or equipment to be designed, constructed, and installed in the Project by DANTeC or its agents or contractors: Baggage Handling System, Flight Information Display System ("FIDS"), Baggage Information Display System ("BIDS"), Passenger Loading Bridges, Pre-Conditioned Air, Ground Power (400 HZ), Potable Water, Battery Chargers and the Triturator, Fuel Rack, Ramp Tower and future equipment as installed and assigned.

**"DANTeC Notice-to-Proceed"** means written authorization from the Executive Director to the Contractor to commence the Services.

**"DANTeC Work Plan"** means that schedule prepared by DANTeC for the performance of Services, as hereinafter defined, with respect to the DANTeC Equipment.

**"Terminal Facility"** means the air passenger terminal facility constructed under the Project.

**"Owner"** means the Wayne County Airport Authority.

**"Project"** means, collectively, the construction of a Terminal Facility, the DANTeC Equipment, the DANTeC Facilities and associated facilities at the Airport.

**"Purchasing Agent"** means the Director of Procurements, Contracts and Supplies for the WCAA and DANTeC and any representative duly authorized in writing to act on his behalf.

**"Reimbursable Costs"** means those costs (if applicable) as set forth on Exhibit G (when provided), attached hereto (if included).

**"Risk Management Office"** means the Risk Management Office in the WCAA's CEO's Office direction of the CEO, which is charged with the review and analysis of insurance and related liability matters for the WCAA.

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"**Services**" means, collectively, the activities, duties and responsibilities of the Contractor as described in Exhibit A attached hereto, and any and all activities necessary to complete Contractor's performance to the standard of performance required in this Agreement.

"**Subcontractor**" means any person or entity with whom the Contractor contracts to provide any part of the Services, including Subcontractors of any tier, suppliers, vendors and material, whether or not in privity with Contractor.

"**WCAA**" means the Wayne County Airport Authority.

**ARTICLE III**

**DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**AGREEMENT**

3.01 Description of Project.

The description of the Project contained herein is intended to be general in nature and should not be construed to be a complete description of the Project or a limitation on the Services to be provided hereunder.

The Project Name is:                    North Terminal  
Detroit Metropolitan Airport  
601 Rogell Dr.  
Detroit, Michigan 48242

The Project includes approximately 830,000 square feet of terminal area, FIS Facility, concession operations, offices and support space, associated building utilities and ramp operations systems (triturator and fuel rack).

WCAA is providing the DANTeC Equipment, DANTeC Systems and DANTeC Facilities, which will be incorporated into the Project. Other Work or services by Trade Contractors, Equipment Contractors, Consultants, or other contractors or consultants may be performed at or near the Project Site, including, without limitation, roadway work that may affect access to the Project Site. Documents identifying this work will be available for Contractor's review at the North Terminal Redevelopment Offices located in the Michael Berry International Terminal ("MBIT") for use by Contractor in coordinating the performance of the Services as may be required under this Agreement.

3.02 Role of the DANTeC Executive Director.

DANTeC has retained the Executive Director to represent it in all matters relating to Contractor's performance of the Services described hereunder. The Executive Director will be DANTeC's representative during the performance of these Services and will have the authority to manage, monitor and coordinate the performance of Contractor.

Neither DANTeC nor the Executive Director is a general contractor, and unless expressly provided for in this Agreement, does not have the obligations of a general contractor.

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DANTEC will execute all contracts with Contractor. Neither the Executive Director nor the WCAA are, or are intended to be, parties to such contracts. DANTEC will have no authority to bind the Executive Director or the WCAA in any way with Contractor, its Subcontractors or any other third parties.

### **3.03 Standard of Performance.**

Contractor will perform, or cause to be performed, all Services required of it under the terms and conditions of this Agreement with that degree of skill, care, and diligence normally exercised by contractor performing similar types of services in projects of a comparable scope and magnitude. Contractor will use its best efforts to assure timely and satisfactory performance of the Services. Contractor will, at all times, act in the best interest of DANTEC, consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement.

Contractor will perform, or cause to be performed, all Services under this Agreement in accordance with the terms and conditions of this Agreement. Contractor will further perform all Services according to those rules and regulations for services at the Airport, as applicable, and as promulgated by DANTEC, its Executive Director, DOA, FAA, and any other interested Federal, State, or local governmental unit.

In the event the Contractor fails to comply with the above-referenced standards, the Contractor will perform again, or cause to be performed again, at its own expense, any and all Services which are required to be re-performed as a direct or indirect result of such failure. DANTEC may assess the following liquidated damages in evidence of such failure:

(a) If the Contractor fails to deliver the supplies or perform the services within the standards specified in this contract, the Contractor shall, in place of actual damages, pay to the DANTEC liquidated damages of \$\_\_\_\_\_ per calendar day of non-conformance [Annual NTE Contract Value \$/365. Calculation provided is illustrative only. Actual amounts may vary].

(b) If DANTEC terminates this contract in whole or in part under the Default 8.01 – Events of Default clause, the Contractor is liable for liquidated damages accruing until DANTEC reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default 8.01 – Events of Default clause in this contract.

Contractor will require its Subcontractors of any tier to perform all Services required of them in accordance with these standards. Contractor will further require its Subcontractors of any tier to perform again, or cause to be performed again, at their own expense, any and all Services which are required to be re-performed as a direct or indirect result of such failure. DANTEC reserves the right to assess liquidated damages outlined in 3.03(a), (b) and (c) above to Contractor and/or Subcontractor.

DANTEC will have the right to replace or correct such Services, and thereafter prosecute, or will assign its right to so prosecute to the WCAA upon reasonable request therefore, any and all claims DANTEC may have against the Contractor or Subcontractor of

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any tier for failure by the Contractor or Subcontractor of any tier to comply with the standards of performance imposed upon it by this Agreement.

Notwithstanding any review, approval, acceptance, or payment for any and all of the Services by DANTeC or the WCAA, the Contractor will remain responsible for satisfactory completion of all of the Services to be performed, as defined herein and furnished under this Agreement, including those of its Subcontractors of any tier, as if the Contractor performed such Services itself. This provision will in no way be considered as limiting the rights of DANTeC or the WCAA against the Contractor either under this Agreement, at law or in equity.

### 3.04 Performance Guarantee

1. **Applicability.** DANTeC/WCAA may require the Contractor to issue a performance guarantee for any or all of the following requirements covered in this Agreement. The Executive Director shall indicate the value and type of the performance guarantee, with the performance guarantee pledged and assignable to DANTeC and the WCAA. Performance guarantee types, forms and general requirements may or will be in the form indicated below.

2. **General Requirements.** DANTeC will require performance guarantees as a single, inclusive instrument involving all components of this Agreement or, at the Director's discretion, may accept more than one type of instrument. The following irrevocable/assignable Performance Guarantee instruments may be specified by the Executive Director:

(a) A performance insurance bond

(b) A properly pledged passbook or other surety document or instrument that has been secured by the Contractor in a recognized, State chartered, savings, lending or financial institution

(c) Other negotiable surety acceptable to DANTeC, inclusive of a properly pledged and executed lenders agreement or letter of credit

3. DANTeC shall enter into a written agreement with the Contractor whenever a Performance Guarantee is required (Exhibit H). This document shall describe all pertinent terms and conditions, including the services being secured, the amount of money involved, and the obligations and rights of the parties under the agreement.

4. **Guarantee Amount and Value.**

(a) The Executive Director shall determine the amount of the guarantee, considering the scale of the proposed Agreement and the potential risk.

(b) The Contractor shall submit to the Executive Director an estimate of the cost of providing and maintain such performance guarantee. The estimate shall be prepared by an established institution or other suitably qualified organization and or professional, and shall include general values and costs, and other appropriate itemizations and estimates of quantities). Costs for providing such Performance Guarantee including reasonable fees shall be reimbursed.

5. **Release.**

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(a) Based on a written request by the Contractor that includes an estimation of the remaining completion costs if any, and based on an inspection conducted by DANTeC staff, the Executive Director shall determine whether a release of a performance guarantee is warranted.

(b) The Executive Director shall, within 14 days of receipt of such request render a decision to reduce, release, or maintain the value of the performance guarantee posted by the Contractor. In the event the Executive Director determines the original guarantee amount should continue to be held or elects to retain a greater amount than that requested to be released by the applicant, the Executive Director shall list the reasons for its decision and the requirements that still need to be completed.

(c) Resolution of disputes related to a partial or full surety release shall be by means of the Reconsideration process described in 8.02 Remedies.

### **3.05 Scope of Services.**

Contractor will perform, or cause to be performed, the Services identified in Exhibit A attached hereto.

### **3.06 Key Personnel; Performance of Personnel**

Contractor at all times will be an independent contractor with full and complete responsibility for all of its employees and representatives hereinafter collectively referred to the "Personnel". All such Personnel providing services to DANTeC will at all times be employees of the Contractor and not of DANTeC. DANTeC reserves the right to direct the Contractor to remove any personnel from the performance of Services from any position upon material reason therefore given in writing. Any cost of removal will be borne by Contractor.

Contractor will, immediately upon being issued a DANTeC Notice to Proceed, assign and maintain during the term of this Agreement an adequate staff of competent personnel, which is fully equipped and qualified to perform the Services. Contractor will diligently seek to replace any departing Key Personnel, but Contractor will not replace "Key Personnel" as specified in Exhibit B without the prior written consent of DANTeC, which consent will not be unreasonably withheld.

### **3.07 Contractor's Account Manager.**

Contractor will identify at the time of execution of this Agreement an individual acceptable to DANTeC for the performance of the Services who will have the responsibility for conveying decisions on behalf of Contractor to DANTeC. All correspondence and reports pertaining to this Agreement will be initiated by and addressed to the respective project managers as described above, except that notices under this Agreement will be in accordance with Exhibit B of this Agreement.

### **3.08 Salaries and Payments.**

Salaries of all employees of the Contractor performing Services will be paid unconditionally and not less often than once a month without deduction or rebate on any account, except for payroll deductions as are mandatory by law or permitted under the

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applicable regulations issued by the Secretary of the United States Department of Labor ("Secretary of Labor") pursuant to the Copeland "Anti-Kickback" Act of June 13, 1934 (title 40 U.S.C. Section 276c). Contractor will comply with all applicable "Anti-Kickback" regulations, and will be responsible for the submission of affidavits required there under, except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

If, in the performance of this Agreement, there is any under-payment of salaries by the Contractor, DANTeC or the WCAA may withhold or cause to be withheld, out of payments due to the Contractor, an amount sufficient to pay to employees, the difference between the salaries required to be paid hereby and the salaries actually paid such employees for the total number of hours worked.

Contractor further undertakes to pay all valid claims made against it by Subcontractors of any tier, and all valid claims made against it by other third persons, which are attributable to the Contractor. Contractor further will cause all of its Subcontractors of any tier to pay all valid claims made against them arising out of or in connection with, or because of its performance of the Agreement. In the event such valid claims are not satisfied, DANTeC or WCAA is hereby empowered to disburse or cause to be disbursed such sums for and on account of the Subcontractors directly to the respective parties to which such sums are due and owing.

### 3.09 Non-Discrimination.

#### A. Federal Requirements.

It will be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

Contractor will comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1981), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12, 319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14, 303 (1967) and Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61-01-6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1981); Americans with Disabilities Act, P.L. 101-336; and 41 C.F.R. Part 60 et seq. (1990); Air Carriers Access Act, 49 U.S.C.A. 1374; and, FAA Circular No. 150/5100 15A.

Contractor will execute and will cause each of its Subcontractors to execute the Equal Opportunity Certificate of Assurance attached hereto and incorporated herein by reference as Exhibit D.

#### B. State Requirements.

Contractor will comply with the ELLIOTT-LARSEN CIVIL RIGHTS ACT, Act 453 of 1976, Act 453, Eff. Mar. 31, 1977 ;-- Am. 1977, Act 162, Imd. Eff. Nov. 8, 1977 ;-- Am. 1979,

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Act 91, Imd. Eff. Aug. 1, 1979 ;-- Am. 1982, Act 45, Eff. Mar. 30, 1983 ;-- Am. 1992, Act 124, Imd. Eff. June 29, 1992 ;-- Am. 1992, Act 258, Imd. Eff. Dec. 7.

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Michigan Human Rights Act or the Rules and Regulations of the Michigan Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Michigan or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
- 2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreements, a notice advising such labor organization or representative of the Contractor's obligation under the Michigan Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and DANTeC will recruit employees from other sources when necessary to fulfill its obligations there under.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or DANTeC, and in all respects comply with the Michigan Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of DANTeC and the Department for purposes of investigation to ascertain compliance with the Michigan Human Rights Act and the Department's Rules.

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7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the obligations of this Agreement are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractor; and further it will promptly notify DANTeC and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Michigan Human Rights Commission to be ineligible for contracts or Subcontracts with the State of Michigan or any of its political subdivisions or municipal corporations.

C. Subcontractors.

Contractor agrees that all of the above provisions, (A) and (B), will be incorporated in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Agreement. Contractor further agrees to execute and agrees to cause its Subcontractors of any tier to execute such certificates as may be necessary in furtherance of these provisions. Such certifications will be attached and incorporated by reference in the applicable agreements.

D. Minority and Women Business Enterprises.

The following statement represents DANTeC's policy regarding Equal Opportunity and a Minority and Women Business Enterprises program:

"DANTEC is committed to providing fair and representative opportunities for minorities and women and Minority and Women Business Enterprises in its Work. Neither DANTEC nor its Contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of Contracts to be utilized for any of the Work hereunder. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Contracts awarded by DANTEC."

Contractor will make a "good faith" effort to award no less than twenty five percent (25%) of the total compensation for the Services under this Agreement to Minority Business Enterprises (MBE) and no less than five percent (5%) of the total compensation for the Services to Women Business Enterprises (WBE) in accordance with the "Special Condition Regarding MBE/WBE Commitment" attached hereto and incorporated herein by reference as Exhibit E. Contractor agrees that, in the performance of any Services it will abide by the provisions of Exhibit E and Contractor will incorporate these same provisions in all subcontracts entered by Contractor in accordance with this Agreement. All costs arising from compliance with this policy and commitment will be included in the total compensation for Services.

E. Safety and Security

Contractor expressly acknowledges its responsibility to provide security at the Airport in accordance with 14 CFR Part 107, "Airport Security", as may be amended from time to time,

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and with all rules and regulations of the WCAA concerning security procedures, including the Airport's approved security program. Contractor expressly acknowledges its responsibility to provide security with respect to airline operations in accordance with 14 CFR Part 108, "Airplane Operation Security", as such may be amended from time to time, and with the Rules and Regulations of the WCAA concerning security procedures, including the Airport's approved security program. Contractor must acknowledge and abide by the following provision:

"This Agreement is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101-604) ("Act"), the provisions of which are hereby incorporated by reference, including without limitation sections 105, 109, and 110, and to the rules and regulations promulgated there under. In the event that DANTeC or any individual employed by DANTeC, in the performance of this Agreement has (i) unescorted access to aircraft located on or at the Airport; (ii) unescorted access to secured areas; or (iii) capability to allow others to have unescorted access to such aircraft or secured area, DANTeC shall be subject to, and further shall conduct with respect to its Contractors and their respective employees, such employment investigations; including criminal history record checks, as the Administrator of the Federal Aviation Administration and WCAA may deem necessary. Further, in the event this Agreement involves the construction, reconstruction, demolition or alteration of facilities to be located at the Airport, DANTeC shall notwithstanding anything contained herein, at no cost to WCAA, perform all obligations hereunder in compliance with those guidelines developed by WCAA and the Federal Aviation Administration, and in effect as of the Effective Date with the objective of maximum security enhancement. In the event the Agreement involves the design of facilities or equipment, the drawings, plans, and specifications to be provided under the agreement shall comply with those guidelines developed by WCAA and Federal Aviation Administration and in effect at the time of the submit of such drawings, plans, and specifications."

### F. American with Disabilities Act

Contractor must acknowledge and abide by the following provision:

"All construction or alteration undertaken by Contractor under this contract shall be performed in compliance with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following : Americans with Disability Act P.L. 101-336 (1990) and the Uniform Federal Accessibility Standards ("UFAS") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG") and the Michigan ADA Act

### 3.10 Records, Audits and Confidentiality.

All documents, data, studies and reports and instruments of service, prepared or used pursuant to this Agreement are the property of DANTeC. During the performance of its Services, the Contractor will be responsible for any loss or damage to documents while in the Contractor's possession or the possession of a Subcontractor.

Any such document so lost or damaged will be restored at the expense of the Contractor to the extent such expense is in excess of the insurance coverage as provided for in

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Exhibit C. Any documents lost or damaged while said documents are in the possession of DANTeC, will be restored by the Contractor, if requested by DANTeC, at DANTeC's expense.

As specified in Exhibit A, or as otherwise agreed by DANTeC, Contractor will provide to DANTeC reports or summary descriptions of the Services. Contractor will also make available to DANTeC any previously prepared or third party technical information relied upon, or incorporated into the Services by Contractor, including drawings, reports, or manuals.

Contractor will deliver, or cause to be delivered, to DANTeC at any time during the term of this Agreement, all documents including, but not limited to, drawings, models, specifications, estimates, reports, studies, maps and computations, prepared or used by Contractor or Subcontractor by or for DANTeC under the terms of this Agreement, promptly upon reasonable demand therefore, or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery upon demand, then and in that event, the Contractor will pay to DANTeC any damages DANTeC may sustain by reason thereof.

All of the reports, information, or data, prepared or assembled by or provided to the Contractor under this Agreement are confidential and the Contractor agrees that, except as specifically authorized herein or as may be required by law, it will treat all information, reports or data received from DANTeC as confidential and proprietary. Contractor agrees not to disclose any such information, reports or data except as specifically authorized herein or as may be necessary for the performance of Services by Contractor in connection with and pertinent to the DANTeC Equipment, or as may be required by law to any individual or organization, except City, without first obtaining the prior written approval of DANTeC and WCAA. Unless otherwise provided for herein, the approval of the CEO will constitute approval by WCAA.

Contractor will not issue publicity news releases or grant press interviews and, except as may be required by law during or after the performance of this Agreement, disseminate any information regarding this Project, the Services or the Work, if applicable, that Contractor has rendered hereunder, without the prior written consent of DANTeC and WCAA. In the event the Contractor is presented with a request for documents by any administrative agency or with a subpoena deuces tecum regarding any records, data, or documents which may be in the Contractor's possession by reason of this Agreement, the Contractor will immediately upon receipt, give notice to DANTeC and the WCAA Counsel with the understanding that DANTeC or WCAA will have the opportunity to contest such process by any means available to it before such records or documents are submitted to a court or other third party, provided, however, that the Contractor will not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Contractor will furnish, or cause to be furnished, to DANTeC such information as may be requested relative to the progress, execution and cost of the Services. Contractor will maintain, or cause to be maintained, records showing actual time devoted and costs incurred. All books and accounts in connection with the Services will be open to inspection by the Executive Director or other authorized representative of DANTeC and WCAA upon reasonable notice given by DANTeC to Contractor. Contractor will make these records available, or cause them to be available, at reasonable times during the performance of its Services and will retain them in a safe place and make them available for inspection for at least five (5) years after the termination of this Agreement.

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Contractor will maintain, or cause to be maintained, its books, records, documents, and other evidence, and adopt, or cause to be adopted, accounting procedures and practices sufficient to reflect properly all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the Services, as provided and as may be required under the provisions of Chapter 48, paragraphs 39s -3, -4, -5, of the Michigan Revised Statutes, as amended for a period of not less than five (5) years after the termination of this Agreement. This system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor further agrees to implement such measures as may be necessary to ensure that its personnel and its Subcontractors will be bound by the provisions of this Section 3.09.

No provision in this Agreement granting DANTEC or WCAA a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which DANTEC or WCAA would have had in the absence of such provisions.

### **3.11 Disclosure.**

Contractor acknowledges that the Services performed are part of a public purpose project and as such DANTEC may be required to release a portion or all of the information it receives in the bidding or contract award process, or through other means, to the WCAA, or to other parties at the WCAA's direction. Contractor understands and hereby consents to the release to the WCAA, or to any other party at the WCAA's direction, any information, proprietary or otherwise, with or without prior notice. Contractor hereby waives as to DANTEC and WCAA, any rights, claims, or actions of any nature, which may arise directly or indirectly out of DANTEC's release of any information as described above.

## **ARTICLE IV**

### **INDEMNITY AND INSURANCE**

#### **4.01 Indemnity.**

(a) Contractor covenants and agrees to defend, indemnify, keep, save and hold harmless fully DANTEC, DANTEC Board of Directors, the WCAA, DANTEC Consortium members currently, as of the date of this Agreement, include: AirTran Airways, American Airlines, Southwest Airlines, Spirit Airlines, US Airways, and United Airlines, the Airline Parties that are parties to the DANTEC Consortium, and each of their respective officials, agents and employees, against claims, causes of action, suits, judgments, losses, obligations, costs and expenses, including legal fees and expenses arising out of or in connection with Contractor's negligent use of the DANTEC Equipment or the negligent performance of Services and not arising from the negligent act or omission of DANTEC, DANTEC Board of Directors, the WCAA, and each of their respective agents, officials, contractors, and employees or any other third parties including without limitation the Executive Director, AvAirPros Services, or the Airline Parties and each of their respective employees, agents and contractors. Such obligations will not be construed to negate, abridge, or otherwise reduce or limit any other right or obligation of indemnity against anyone for whose acts the Contractor may be liable.

(b) The Contractor will incorporate into all agreements with its Subcontractors of any tier a comparable provision to Section 4.01(a) pursuant to which its Subcontractors will

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indemnify DANTeC, DANTeC Board of Directors, its Executive Director, AvAirPros Services, Airline Parties, the WCAA, and each of their respective agents, officials and employees.

(c) DANTeC and the Contractor will promptly provide, or cause to be provided, to each other copies of such notices as they may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which DANTeC is claiming indemnification hereunder and to give DANTeC authority, information and assistance for the defense of any claim or action.

(d) THE PROVISIONS OF THIS ARTICLE WILL APPLY REGARDLESS OF FORM OR LEGAL THEORY OF ANY CLAIM WHETHER IN TORT (INCLUDING BUT NOT LIMITED TO ANY CLAIM FOR BREACH OF IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY), OR OTHERWISE, OR ANY COMBINATION THEREOF, AND WHETHER FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFIT, OR LOSS DUE TO BUSINESS INTERRUPTION. THESE PROVISIONS WILL SURVIVE TERMINATION OF THIS AGREEMENT, AS WELL AS COMPLETION OF ANY PERFORMANCE HEREUNDER REGARDLESS OF THE FORM OR LEGAL THEORY OF ANY CLAIM.

4.02 Insurance Maintained by DANTeC.

In accordance with the WCAA/DANTeC Consortium Agreement, DANTeC shall maintain, or cause to be maintained, at all times from the Date of Beneficial Occupancy of the New Terminal Facility through and including the date of termination of the WCAA/DANTeC Consortium Agreement, at DANTeC's own expense, insurance of the kind and in the amounts as follows:

(i) General Liability.

Commercial and Umbrella Liability Insurance, or equivalents thereof, with limits of not less than \$5 million per occurrence, combined single limit, for bodily injury and/or property damage liability. Subject to the terms, conditions and stipulations of such form, such insurance shall contain, but not be limited to, the following:

1. All premises and operations coverage.
2. Products/completed operations coverage.
2. Independent contractor's coverage.
3. Fire, explosion, collapse, underground coverage.
4. Pollution coverage.
5. Contractual liability coverage.
6. Broad form property damage.
7. Separation of insured's.
8. Defense and contractual liability coverage, without limitation endorsement.

WCAA, its officials, employees and agents, are to be named as additional insured's.

4.03 Insurance to be Maintained by Contractor.

Contractor will maintain or cause to be maintained at all times, at its own expense, the types of insurance specified in Exhibit C attached hereto, and incorporated herein by reference,

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with insurance companies reasonably acceptable to DANTeC and the WCAA Risk Management Office covering all Services under this Agreement, whether performed by Contractor or by its Subcontractors of any tier. The obligation to maintain insurance is a material term of this Agreement. Failure to carry or keep such insurance in force will constitute a default under this Agreement. Contractor will provide DANTeC and the WCAA certificates evidencing such insurance provided, however, that DANTeC and the Risk Management Office will be entitled to require submittal of copies of all policies evidenced by such certificates prior to the approval of such insurance.

(a) DANTeC maintains the right to modify, delete, alter or change the requirements contained herein in its sole discretion or upon request by the WCAA. DANTeC agrees to reimburse Contractor for any additional costs and any other charges arising from any modifications, deletions, alterations or changes.

(b) In the event Contractor fails to perform any obligation required pursuant to this Section 4.03, DANTeC may do all things necessary to perform such obligation. Any costs, including without limitation premiums and deductibles incurred by DANTeC will be deducted from any compensation, which may be due and owing to Contractor.

(c) Contractor will require in its agreements with its Subcontractors that all policies of insurance that are in any way related to the Services being performed and that are secured and maintained by the Subcontractor include clauses providing that each insurance carrier will waive all of its rights of recovery, under subrogation or otherwise, against DANTeC the WCAA.

**ARTICLE V**

**SCHEDULE**

5.01 Time of Commencement.

Contractor will commence its Services immediately upon receipt of the DANTeC Notice-to-Proceed. It is further understood and agreed that the failure of the Contractor to commence the Services on the agreed date will deprive DANTeC of the use of a valuable asset.

DANTeC reserves the right, after ten (10) calendar days notice to the Contractor, to invoke any of the remedies available to it in accordance with Section 8.02 herein. The exercise of DANTeC's right under this Section will not be deemed to waive any other rights of DANTeC under law, or equity, or under any other provisions of this Agreement, including without limitation, the right to terminate the Contractor pursuant to Article VIII herein.

5.02 Term of Services.

Contractor will commence performance upon receipt of the DANTeC Notice to Proceed. The term of this Agreement shall be for an initial period of three (3) years from the date first stated on the DANTeC Notice to Proceed, with an option, at the sole discretion of DANTeC, to extend the term up to two (2) additional periods of two (2) years each, not to exceed a total of seven (7) years (base plus two (2) option terms).

**ARTICLE VI**

**COMPENSATION**

6.01 Basis of Payment.

DANTEC will cause Contractor to be paid for the satisfactory performance of its Services in accordance with this provision and the other terms and conditions of Exhibits E and as attached hereto and incorporated herein by reference. The portions of the Contract Sum payable to the Contractor will be calculated in accordance with the provisions of Exhibit E.

6.02 Payment Applications for Basic Services and Reimbursable Costs.

Contractor will submit to DANTEC, in writing to DANTEC, a Payment Application ("Payment Application" or "Invoice") in such written form and substance as is reasonably satisfactory to DANTEC, or on written forms required by DANTEC, within ten (10) days after the end of each month. Such form or forms will set forth all Services provided by Contractor during the previous month and all Reimbursable Costs (if applicable) incurred by Contractor in connection with the Services. Copies of invoices for Reimbursable Costs will be included with the Payment Application.

DANTEC agrees to expeditiously process all Payment Applications, however, no payments made pursuant to this section, including the final payment, will be conclusive evidence of the performance of the Services, either wholly or in part, and no payment will be construed as an acceptance of the performance of unsatisfactory or nonconforming Services. DANTEC reserves the right to compensate contractor for services and or materials not invoiced or past 90 days.

**ARTICLE VII**

**SPECIAL CONDITIONS**

7.01 Certifications, Warranties, and Representations.

Contractor agrees to complete and will cause each of its Subcontractors of any tier to complete all such affidavits and certificates as may be necessary to comply with any Federal, State or local laws in the award of public contracts and all such other codes, regulations, executive orders, rules and orders. Contractor further agrees to execute, and agrees to cause each of its Subcontractors to execute, such certificates as may be necessary to comply with any and all other applicable Federal, State and local laws, codes, regulations, ordinances, executive orders, rules and orders. All such affidavits and certifications will be collectively incorporated by reference herein and attached to the Agreement, including the following:

- (A) Disclosure of Ownership Interest Affidavit. Contractor will execute, and will cause each of its Subcontractors of any tier to execute, a "Disclosure of Ownership Interest Affidavit" in the form attached hereto as Exhibit H.

7.02 Warranties and Representations.

In connection with the execution of this Agreement, the Contractor warrants and represents and will cause its Subcontractors of any tier to warrant and represent:

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A) That it is financially solvent; that it, its employees, agents and officials, are competent to perform the Services required under the Agreement; that the Contractor will arrange its distribution of efforts in order that no member of the Contractor, and no Subcontractors, will perform any Services which would create or constitute a professional conflict with any Services the Contractor or its Subcontractors perform or cause to be performed for the WCAA, DANTeC, DANTeC Board of Directors, its Executive Director, and any of their officials, agents or employees. Further, the Contractor is legally authorized to execute and perform or cause to be performed the Services under the terms and conditions stated herein; and

B) That the Contractor will not knowingly use the services of any debarred Subcontractors for any purpose in the performance of any Services; and

C) That the Contractor is not in default at the time of the execution of this Agreement, or deemed by the WCAA Purchasing Agent to have, within five (5) years immediately preceding the date of the Agreement, been found to be in default or arrears, on any contract or obligation awarded by the WCAA; and

D) That the Contractor has carefully examined and analyzed the provisions and requirements of this Agreement; that it has inspected the Project Site; that it was permitted access to any person or information in connection with its investigation of the Project; that from its own analysis it has satisfied itself as to the nature of all things needed for the performance of the Services, the general and local conditions, and all other matters which in any way may affect the performance of its Services; and that the time available to it for such examination, analysis, inspection and investigation was adequate; and

E) That this Agreement is feasible of performance in accordance with all of its provisions and requirements and that the Contractor can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement; and

F) That, except for those representations, statements, or promises expressly contained herein, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by DANTeC, their respective officials, agents, or employees, has induced the Contractor to enter into the Agreement or has been relied upon by the Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements herein; (ii) the nature existence, or location of materials, structures, obstructions, utilities or conditions, surface or subsurface, which may be encountered at or on the Project Site; (iii) the nature, quantity, quality or size of any materials, equipment, labor and other facilities, needed for the performance of the Services; (iv) the compensation provisions of the Agreement; or (v) any other matters, whether similar to or different from those referred to in (i) through (iv) immediately above, affecting or having any connection with the Agreement, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith; and

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G) That the Contractor was given ample opportunity and time and was hereby requested by DANTeC to review thoroughly all documents forming the Agreement prior to execution in order that it might request inclusion in the Agreement of any statement, representation, promise or provision which is desired or on which it wished to place reliance; that it did so review said documents, and that either every such statement, representation, promise or provision has been included in the Agreement or else, if omitted, that the Agreement expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and that Contractor is willing to perform the Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.

**7.03 Joint and Several Liability.**

In the event that the Contractor is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking stated herein to be fulfilled or performed by the Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

**7.04 Conflict of Interest.**

Contractor acknowledges, and will cause each of its Subcontractors to acknowledge, that no member of the governing body of the WCAA or other units of its government and no other officer, employee, or agent of the WCAA or other unit of its government who exercises any functions or responsibilities in connection with the carrying out of the Services, will have any personal interest, direct or indirect, in this Agreement or any of the Subcontractor agreements awarded hereunder.

Contractor acknowledges, and will cause each of its Subcontractors of any tier to acknowledge, that no member of or delegate to the Congress of the United States, or the Michigan general Assembly and no representative of the WCAA or WCAA employee, will be admitted to any share or part of this Agreement or to any financial benefit to arise here from.

Contractor covenants, and will cause each of its Subcontractors to covenant, that it, and each of its officers, directors and employees, presently have no interest and will not acquire any interest, direct or indirect, in the Project or the DANTeC Equipment specifically, to be incorporated therein, which would conflict in any manner or degree with their performance of the Services hereunder. Contractor further covenants, and will cause each of its Subcontractors to covenant, that in the performance of this Agreement no person having any such interest will be employed.

**7.05 No Personal Liability.**

Contractor agrees, and will cause each of its Subcontractors to agree that no official, agent or employee of DANTeC, DANTeC Board of Directors, its Executive Director, DANTeC Staff, WCAA, Airline Parties, or AvAirPros Services will be charged personally by the Contractor or its Subcontractors of any tier with any liability or expenses of defense, or be held personally liable under any term or provision of the Agreement, because of DANTeC's execution, attempted execution or breach of this Agreement.

**ARTICLE VIII**

**EVENTS OF DEFAULT, REMEDIES, TERMINATION,  
RIGHT OF OFFSET, SUSPENSION**

8.01 Events of Default.

The following will constitute events of default:

- A. Any material misrepresentation made by Contractor to DANTeC; or
- B. Contractor's failure to observe and perform any covenant, condition, agreement or other obligation under the Agreement including, but not limited to, the following: (1) failure to commence its Services within the time for commencement specified in Article V and in Exhibit A hereto, with sufficient personnel, resources, and equipment or with sufficient material to ensure the completion of the Services within the specified time due, (2) or to cause the Services to be performed, in a manner unsatisfactory to DANTeC; (3) failure to re-perform the Services, or to cause the Services to be re-performed, within a reasonable time for Services that were rejected as non-conforming, erroneous or unsatisfactory; or (4) discontinuance of the Services for reasons not beyond the Contractor's reasonable control; or
- C. Contractor's insolvency, bankruptcy or committing of any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if such insolvency, bankruptcy or assignment renders Contractor incapable of performing the Services in accordance with the terms and conditions of the Agreement and to the extent as may be permitted by law.

8.02 Remedies.

The occurrence of any event of default which the Contractor has failed to cure, or to cause to be cured, within thirty (30) calendar days after written notice from DANTeC to Contractor, given in accordance with the terms of this Agreement and specifying the event of default will permit DANTeC to declare the Contractor in default, and to forfeit the rights of the Contractor as specified in this Agreement; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such thirty (30) calendar day period, will not constitute an event of default if, in the sole opinion of DANTeC, corrective action is instituted by Contractor within the applicable period and diligently pursued by Contractor until the failure is corrected.

Whether to declare the Contractor in default is within the sole discretion of DANTeC. DANTeC will notify the Contractor in writing of the default and its intention to invoke any or all of the remedies available hereunder, and any such decision by DANTeC will be final and effective upon the Contractor's receipt, as defined herein, of such notice. Upon the giving of such notice as provided herein, DANTeC may invoke any or all of the following remedies:

- A. The right to take over and complete the Services or any part thereof at the cost of the Contractor, either directly or indirectly through other contractors,

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or as, in the sole opinion of DANTeC, will be required for the completion of the Services;

B. The right to cancel this Agreement as to any or all of the Services yet to be performed;

C. The right of specific performance, an injunction, or any other appropriate equitable remedy;

D. The right to money damages;

E. The right to withhold all or any part of the Contractor's compensation hereunder; or

F. The right to deem the Contractor, non-responsive in any future contracts to be awarded by DANTeC and to recommend to the WCAA to so deem the Contractor non-responsive in any contracts to be awarded by the WCAA.

All costs and charges incurred by DANTeC, together with the cost of completing the Services, will be deducted from any payments due or which may become due to the Contractor pursuant to this Agreement. In case the expense incurred by DANTeC will exceed the maximum fee for Services which would have been payable under the Agreement, Contractor will be liable for and will pay to DANTeC the full amount of any excess immediately, upon demand. If the unpaid balance of the maximum fee exceeds the costs of completing the Services, including compensation for DANTeC's additional services made necessary thereby, such excess will be paid to the Contractor.

**8.03 Termination for Convenience.**

In addition to termination of this Agreement for default pursuant to Section 8.01 hereof, DANTeC may terminate this Agreement, or all or any portion of the Services to be performed, upon sixty (60) days-prior notice in writing to the Contractor.

Immediately upon receipt of such notice of termination, the Contractor will then provide similar written, electronic or telegraphic notice to the affected party whereupon such Contractor and Subcontractors will: (i) stop all Services and place no further orders or contracts for services, materials, equipment or supplies, except as may be necessary to complete portions of the Services not terminated; (ii) assign to DANTeC, in the manner and to the extent directed, all of the rights of the Contractor under any amendments to this Agreement, work orders, purchase orders and Subcontractor contracts relating to the terminated portion of the Services; (iii) terminate the DANTeC Notice to Proceed, work orders, purchase orders and subcontracts outstanding to the extent that they relate to the terminated portion of the Services and are not assigned to DANTeC; (iv) take any action necessary to protect property in the Contractor or Subcontractor's possession in which DANTeC or the WCAA has or may acquire an interest; (v) complete performance of the unterminated portion of the Services; and (vi) take any other action toward termination of the Services which DANTeC may direct.

Contractor will cooperate with any person designated by DANTeC to assume Contractor's responsibilities and obligations hereunder by sharing information as may be reasonably requested by such person or DANTeC. In the event any costs or expenses are

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actually incurred by contractor as a result of such requested activity, then such amount will be as mutually agreed to and by DANTeC and Contractor and will be treated in accordance with Section 6.02 of this Agreement.

### **8.04 Remedies for Termination.**

In the event that all or any portion of the Services of the contractor are terminated pursuant to Section 8.01 or 8.03 hereof, DANTeC will pay to the Contractor, subject to the limitations set forth herein, the sum of the following costs which represent the respective interest of the Contractor to the terminated portion of the Services:

1. Portion of the compensation related to the Services satisfactorily completed by the Contractor immediately prior to notice of termination.
2. Expenses incurred for which the Contractor is liable as the result of termination of respective DANTeC Notice to Proceed, work orders, purchase orders of Subcontractor contracts related to the notice of termination.
3. No payment will be made for Services not actually or satisfactorily performed. Deductions will be made by DANTeC for any amounts previously paid to Contractor and for any amounts which may be due DANTeC, or DANTeC may offset or withhold by the terms hereof. The total amount of all payments to the contractor will not exceed in any event, the proportion of the total maximum fee that Services actually performed at the date of termination bears to the entire Services to be performed hereunder. Any payment to contractor under this Section 8.04 will be made in accordance with the provisions of Exhibit F and G attached hereto.

Subject to the provisions of Section 8.03, no costs relating to any Services so terminated that are incurred after the effective date of such termination will be allowed. Payment for any Services performed before the effective date of such termination will be based upon the prorating of the compensation set forth in this Agreement for Services. Such payment so made to the Contractor will be in full settlement for all Services satisfactorily performed and accepted under this Agreement.

### **8.05 Suspension.**

DANTeC may at any time request that the Contractor suspend its Services as defined herein, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor. No costs incurred after the effective date of such suspension will be allowed. Contractor will promptly resume its performance of such Services, or cause such Services to be resumed, upon conditions as stated herein upon written notice by DANTeC and such equitable extension of time as may be mutually agreed upon by DANTeC and the Contractor when necessary for the completion of the Services.

Any additional costs or expenses actually incurred by the Contractor as a result of re-mobilization will be treated in accordance with the compensation provisions under Article VI of this Agreement. Additional costs or expenses actually incurred by the Contractor as a result of re-mobilization and which are mutually agreed to and approved by DANTeC are recoverable and will be treated accordance with the compensation provisions under Article VI of this Agreement. Such costs will be in addition to the maximum fee for services.

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No suspension of the Contractor's Services under this Agreement will in the aggregate exceed a period of ninety (90) calendar days. If the total number of days of suspension exceeds ninety (90) calendar days from the date of such notice of suspension, the Contractor by written notice may treat such suspension as a termination for convenience by DANTeC.

8.06 Non-Exclusivity; Waivers; Remedies Cumulative.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. Either party to this Agreement may specifically waive: (a) any of the terms or conditions hereof; or (b) any of its rights hereunder; or (c) any breach of the terms and conditions hereof. Such waiver must be in writing and such waiver will be limited to the particular breach so waived and will not be a waiver of any other breach hereunder. A waiving party may at any time, upon written notice to the other party, direct future compliance with the matter previously waived, in which event, such party will comply as directed from that time forward. No forbearance, delay or inaction by the parties in exercising any right or remedy hereunder, or otherwise afforded by applicable law, will be deemed a remedy. All remedies provided in this Agreement are distinct and cumulative to any other right or remedy under this Agreement or afforded by law or equity, and may be exercised concurrently, independently or successively.

**ARTICLE IX**

**MISCELLANEOUS CONDITIONS**

9.01 Entire Agreement.

This Agreement, together with all Exhibits, specifications, and drawings, and any and all documents incorporated herein by reference, constitute the entire agreement between DANTeC and Contractor. There are no terms, conditions, or provisions, either oral or written, between the parties hereto other than those contained herein.

This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto relating to the transactions involved herein.

The following exhibits attached hereto are hereby made a part of this Agreement:

- Exhibit A - Scope of Services
- B - Key Personnel
- C - Insurance Specifications
- D - Equal Employment Opportunity/Affirmative Action  
Commitment of Contractor
- E - Schedule of Payment
- F - Environmental Compliance
- G - Conditional Assignment
- H - Performance Guarantee

Also included as part of this Agreement, by this reference, are the ancillary documents which shall include DANTeC [RFP/P] Control # [insert #], Proposer's response and all issued

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Addendum(s) Addenda and Clarifications, Notice of Intent to Contract Letter, NTP, collectively referred to herein as the “***Ancillary Documents.***”

In the construction and interpretation of this Agreement, if any conflict or ambiguity arises between the terms and conditions set forth in the body of the Agreement and any term or condition of any referenced Exhibit, then, in every case, the terms and conditions of this Agreement shall govern, control and take precedence. In the construction and interpretation of the referenced Exhibits, the Ancillary Documents are intended to provide supplemental information, clarity and guidance for the parties in the execution of their obligations hereunder. If any conflict or ambiguity arises between the contents of the referenced Exhibits and the Ancillary Documents, then the parties shall work in good faith to resolve any such issues in the manner set forth in this Agreement.

### 9.02 Amendments.

The terms and conditions of this Agreement may be changed by the mutual consent of the parties hereto. No changes, amendments, modifications, cancellations or discharges of this Agreement, or any part thereof, however, will be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

### 9.03 Compliance with All Laws.

A. Contractor will at all times observe and comply, and cause its Subcontractors of any tier to observe and comply, with all applicable Federal, State and local laws, ordinances, rules, regulations and executive orders now existing or hereinafter in effect, which may in any manner affect the performance of the Agreement. Provision(s) required by law, ordinance, rules, regulations or executive orders to be inserted in this Agreement will be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement will forthwith be physically amended to physically make such insertion; however, in no event will the failure to insert such provision(s) prevent the enforcement of such provision or this Agreement.

B. It will be responsibility of the Contractor to be aware of and to conduct all Services in conformance with all applicable regulations for environmental protection, hazardous waste disposal, and pollution control as promulgated by any Federal, State, County, City, or other governmental agency having jurisdiction and in accordance with Exhibit H attached hereto.

C. Contractor will fully comply with the applicable portions of the Federal Occupational Safety and Health Administration, Hazard Communication Standard, 29 CFR, part 1926.58 as amended and any "Right to Know" laws, as may be subsequently modified and amended, and will be fully responsible for enforcing compliance with these safety regulations and procedures on the part of all Personnel, Subcontractors, suppliers and other persons employed or retained by, or under the control of the Contractor in the performance of the Services.

### 9.04 Governing Law.

This Agreement will be governed in all respects in accordance with the laws of the State of Michigan. Contractor hereby irrevocable submits, and will cause its Subcontractors to

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submit, to the original jurisdiction of those State or Federal courts located within the County of Wayne, State of Michigan, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Contractor agrees that service of process on the Contractor may be made, at the option of DANTeC, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, and if a joint venture at the office actually maintained by any member of the joint venture, or by personal delivery on any officer, director, or managing or general agent of the Contractor.

### **9.05 Severability**

If any provisions of this Agreement will be held or deemed to be or will in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part hereof.

### **9.06 Interpretation.**

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender will be deemed and construed to include correlative words of the other genders. Words importing the singular number will include the plural number and vice versa, unless the context will otherwise indicate. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

### **9.07 Consent to Conditional Assignment.**

Contractor, by execution of this Agreement, consents to the Conditional Assignment of this Agreement ("Assignment") to the WCAA, and will execute the Assignment in the form provided in Exhibit I attached hereto and incorporated herein and which will be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

### **9.08 Successors and Assigns; Assignment by Contractor.**

Subject to Section 9.06, all of the terms and conditions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns. Contractor will not assign its rights or responsibilities hereunder without the prior written consent of DANTeC.

### **9.09 Approval of Subcontractors.**

Prior to the hiring of Subcontractors of any tier by Contractor, Contractor will submit a list of pre-qualified Subcontractors to DANTeC for review and approval. In addition, DANTeC

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will have the right, but not the obligation, to review and approve the form of Contractor's contract with any person or firm hired to act as a Subcontractor in connection with the performance of Services with respect to the DANTeC Equipment. Contractor will not under any circumstances utilize the services of any entity, which is barred from contracting with DANTeC or the WCAA pursuant to any law, ordinance, rule or regulation.

### **9.10 Right to Entry.**

Contractor, and any of its officials, employees, agents, or Subcontractors at their own risk, will be permitted to enter upon any part of the Project Site owned by the WCAA in connection with the performance of the Services, subject to the terms and conditions contained herein and those rules established by the PMO and DOA. Contractor will provide advance notice through the Executive Director to the DOA and PMO of any such intended entry. Consent to enter upon all or any part of the Project Site given by the Executive Director or the DANTeC Project Manager, the WCAA, WCAA NTR Construction Manager, DOA or PMO will not create, nor be deemed to imply the creation of any additional responsibilities on the part of DANTeC, DANTeC Board of Directors, its Executive Director, the Project Manager, the WCAA or its WCAA NTR Construction Manager.

The Contractor will use, and will cause each of its officers, employees, Subcontractors, agents or others to use the highest degree of care when entering upon any property owned by the WCAA in connection with the Project. In the case of any property owned by the WCAA, the Contractor will comply and will cause each of its officers, employees, Subcontractors, agents or others to comply with any and all instructions and requirements for the use of such property, and with respect to any licenses related to such use being hereby incorporated by reference. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorneys' fees, arising from, by reason of, or in connection with any such entry shall be treated in accordance with the applicable terms and conditions of this Agreement, including, without limitation, the indemnification provisions contained herein.

### **9.12 Security Requirements and Security Check.**

Contractor acknowledges that the Project as named is subject to Federal Aviation Administration and other governmental security requirements and Contractor, its Personnel and any of its Subcontractors will comply with such requirements. This Agreement is expressly subject to the terms and conditions of the Aviation Security Improvement Act of 1990 (P.L. 101-604) and the regulations promulgated there under.

### **9.13 Third Party Relationships.**

Nothing contained herein will be deemed to create any contractual relationship between the Executive Director and Contractor or any of its Subcontractors or suppliers, nor will anything contained in this Agreement be deemed to give any third party any claim or right of action against the WCAA or DANTeC which does not otherwise exist without regard to this Agreement.

### **9.13 Permits, Licenses.**

Contractor shall be responsible for obtaining, at its own expense, all necessary governmental approvals, inspections, permits, or licenses needed or where applicable, in

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connection with the Contractor's operations or services conducted under this agreement, and the Contractor's Operations Areas, including any business conducted thereon.

9.14 Compliance with WCAA/State Requirements

**A. Ethics.** Contractor shall comply in all respects with the WCAA's Ethics Ordinance, and shall make no payment, gratuity, or offer of employment in connection with any WCAA contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of this provision shall be voidable as to the WCAA.

**B. Inspections.** It shall be the duty of Contractor and all officers, directors, agents, partners, and employees of the Contractor to cooperate with the WCAA in any investigation or hearing undertaken related to the Services provided hereunder.

**C. Americans with Disabilities Act.** Any and all designs for improvements, modifications and alterations to the assigned DANTeC Operations Area that will be designed and built by or on behalf of DANTeC shall comply with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P.L. 101-336 (1990), 42 U.S.C. 12101 *et seq.* and the Uniform Federal Accessibility Guidelines for Buildings and Facilities. In the event that the above-cited standards are inconsistent, DANTeC shall comply with the standard providing greater accessibility.

All construction or alterations undertaken by the Contractor in connection with this Agreement shall be performed in compliance with all Laws regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P.L. 101-336 (1990), 42 U.S.C. 12101 *et seq.* and the Uniform Federal Accessibility Guidelines for Buildings and Facilities.

**D. Conflicts of Interest.** Contractor represents and warrants that no member of the WCAA Board or other unit of government and no other officer, employee or agent of the WCAA or other unit of government who exercises any functions or responsibilities in connection with this Agreement has any personal interest, direct or indirect, in this Agreement, or in the Contractor.

Contractor further covenants that (i) no member of the WCAA Board and no officer, employee or agent of the WCAA or other unit of government exercising any functions or responsibilities in connection with this Agreement shall acquire any personal, financial or economic interest, direct or indirect, in Contractor or this Agreement, and (ii) no member of or delegate to the Congress of the United States or the Michigan General Assembly and no official or employee of the WCAA shall be admitted to any share or part of this Agreement or any financial benefit to arise from it.

**ARTICLE X**

**NOTICES**

All notices to DANTeC provided herein will be in writing and will be sent by registered or certified mail, postage prepaid, addressed to:

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DANTeC - Detroit Airlines North Terminal Consortium  
Detroit Metropolitan Airport  
North Terminal Departures Level  
Suite 2167A  
Detroit, MI 48242  
Attention: Steve H. Paquette  
Executive Director

or to such other address as DANTeC may designate from time to time by notice to DANTeC, and except as otherwise provided herein will be deemed given when so mailed. All notices to Contractor provided for herein will be in writing and will be sent by registered or certified mail, postage prepaid, addressed to [insert contractors address] or to such other address as Contractor may designate from time to time by notice to DANTeC, and except as otherwise provided herein, will be deemed given when so mailed.

The addresses stated herein may be revised without need for modification or amendment of this Agreement, provided written notification is given in accordance with this Article X.

**ARTICLE XI**

**AUTHORITY AND EXECUTION**

11.01 Contractor Authority to Execute

Execution of this Agreement by [insert contractor representative name] for the Contractor is duly authorized. The signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

11.02 Execution in Counterparts

The Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same Agreement.

There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. This Agreement supersedes any and all written representations, inducements, or understanding or any kind or nature between the parties hereto, relating to the Services involved herein.

The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

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IN WITNESS WHEREOF, DANTeC and Contractor by their authorized representatives have executed this Agreement on the dates provided below:

DANTeC

[insert name of contractor]

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NORTH TERMINAL  
DETROIT METROPOLITAN AIRPORT  
DETROIT, MI 48242**

**DANTEC CONTRACT 09-0020  
DISTRIBUTED ANTENNA,  
MASTER CLOCK AND PAGING  
SYSTEM SERVICE AGREEMENT**

**EXHIBIT A**

**SCOPE OF SERVICES**

**SECTION 1.0 SCOPE OF SERVICES:**

**1.1 General Scope of Work** – The selected DAS, MCS, and Paging Systems maintenance contractor, under exclusive contract with DANTEC, will perform DAS, MCS, and Paging Systems preventive and corrective maintenance services at the new North Terminal.

These services combined, will provide and ensure DANTEC and users of the DAS, MCS, and Paging Systems, seamless, reliable and cost effective operation and management of the North Terminal Communication and Display Systems. The contractor will also be required to provide other services such as specialized maintenance, site condition assessments, provide site and equipment upgrades, or other related services which may be required under this agreement. These special services will be requested on an as needed basis with costing for those services being submitted under separate proposal.

During the term of this agreement, all DAS, MCS, and Paging Systems maintenance services will be conducted in accordance with all applicable industry, application specific, and equipment standards, environmental laws, procedures and practices utilized in the industry, and to include local, state, and governmental regulations, both current and future.

**1.2 DAS, MCS, and Paging Systems Preventive & Corrective Maintenance** – The contractor will provide preventive and corrective maintenance services on the DAS, MCS, and Paging Systems. On critical components, the contractor shall provide 24/7/365 on-call response services to ensure service level requirements for the DAS, MCS, and Paging Systems are fully operational outside of the SMW (“Service Maintenance Window”). For the equipment and systems listed above, contractor will provide the following services:

1.2.1 Conduct comprehensive, routine and scheduled inspections on all critical and non-critical systems listed above and included in this scope. Contractor will provide DANTEC with monthly incident reports itemizing each system that required corrective maintenance and action plans to correct deficiencies and/or repairs. It is intended under this agreement that the DAS, MCS, and Paging Systems be monitored, on a daily basis Monday through Friday except recognized holidays.

1.2.2 Perform comprehensive, preventive and predictive maintenance on all critical and non-critical systems listed above and included in this scope. Preventive maintenance shall be performed meeting or exceeding manufacturer’s specifications and frequencies. Preventive maintenance activities shall include but not limited to: inspection, adjustments, cleaning, and other manufacturers’ recommended preventive maintenance activities.

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- 1.2.3 Contractor will provide all skilled labor, materials and equipment to perform preventive and predictive maintenance services on all equipment and systems listed above and included in this scope. Preventive maintenance services on all critical and non-critical systems will be a fixed and an all inclusive fee.
- 1.2.4 Contractor will ensure that the DAS, MCS, and Paging System and equipment, including their immediate areas, are kept clean at all times. Contractor will provide routine cleaning, both physical and mechanical cleaning, of the DAS, MCS, and Paging System and related equipment on a regular basis and in accordance with manufacturers recommendations.
- 1.2.5 Preventive maintenance services shall be scheduled and coordinated as to not interfere with airline or airport operations. All work shall be coordinated and scheduled in advance. Contractor will be required to properly dispose of all associated refuse in connection with the services being provided.
- 1.2.6 Contractor will provide DANTeC with a comprehensive preventive and predictive maintenance schedule prior to commencing work. This comprehensive plan shall include all equipment and system inspections, schedules and services to be performed, including frequencies broken down by day, week, month quarter, semi-annual and annual intervals.
- 1.2.7 DANTeC will review and approve contractor's comprehensive maintenance plan prior to commencing with services and execution of the plan. Contractor will meet with DANTeC on a regular basis to discuss performance of the plan and overall DAS, MCS, and Paging System performance and overall plan effectiveness.
- 1.2.8 Perform corrective maintenance services – emergency & scheduled. Contractor will provide 24/7/365 service call emergency corrective maintenance. Contractor shall respond to all such emergency service calls received from the DANTeC TOC within 30 minutes of each call, and be on site within four (4) hours of receiving such call.
- 1.2.9 Contractor will provide on-call and scheduled corrective maintenance services on all equipment identified in this scope. Contractor will provide DANTeC with an estimate of such repairs. All repairs shall be authorized by DANTeC in advance and shall be accompanied by a DANTeC issued work order.
- 1.2.10 DANTeC reserves the right to increase and/or decrease the number of equipment, the required service levels and frequencies on the equipment listed above. DANTeC shall notify contractor in advance of such changes in service.
- 1.2.11 Contractor will obtain all equipment and installation specifications, documents and requirements prior to servicing any equipment onsite. All service work will be approved, coordinated and scheduled prior to commencing any work.
- 1.2.12 Contractor will be held to the following service level requirement for the equipment specified in this scope. During the life of this agreement, the contractor will perform and adhere to the following Service Level Requirements:

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- ◆ All equipment and materials used in the performance of the services must be maintained, identified, and acceptable in appearance at all times and as approved by DANTeC.
- ◆ Maintain communications with DANTeC and or its representative while on site.
- ◆ Must return all service requests calls placed by DANTeC within 30 minutes.
- ◆ Must have technician onsite four hours after receiving a service request from DANTeC.

1.2.13 Contractor will engage the manufacturer/vendor, as necessary, for 2<sup>nd</sup> level hardware and/or software support of the systems affected. Contractor will provide DANTeC with an estimate of any repairs/parts required but not covered under the manufacturer/vendor support contract. All repairs/parts shall be authorized by DANTeC in advance and shall be accompanied by a DANTeC issued work order.

**Table 1.2-A Minimum Service Level Requirement**

<b>Measurement</b>	<b>Definition</b>	<b>Performance Target (Annual)</b>
DAS, MCS, and Paging Systems System	Percentage of time Equipment is available outside of SMW.	95.00%

1.2.14 Other related and/or specialized services as requested by DANTeC. These special services will be requested on an as needed basis with costing for those services being submitted under separate proposal.

**1.3 Equipment, Materials & Supplies** - Materials and supplies used by the Contractor in the performance of services hereunder will be of such quality as to meet the required performance standards, and the services to be furnished hereunder, and will be used and/or operated in such a manner as not to wear, tear, mar or otherwise have a harmful effect upon any WCAA property or equipment. If at any time, in the opinion of DANTeC, Contractor uses any improper equipment, materials, or supplies in furnishing services hereunder, then Contractor will, upon written notice from DANTeC, use such equipment, materials, and/or supplies as may be specified in such notice or discontinue from use such equipment, materials, and/or supplies, as may be specified in such notice, as the case may be.

**1.4 Special Services** – The Contractor will provide special services requested by DANTeC during the term of this contract. Additional services to accommodate special projects and services and shall be requested on an as needed basis. These special services will be requested on an as needed basis with costing for those services being submitted under separate proposal.

**1.5 Facilities** - The Contractor is responsible for keeping all DAS, MCS, and Paging System areas and equipment clean, neat and orderly at all times. The Contractor will be responsible for maintaining all equipment in a clean and safe condition and in appearance.

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DANTeC reserves the right, at any time, to increase or decrease the equipment and service levels when agreed upon by the DAS, MCS, and Paging Contractor.

- 1.6 Utilities and Services** - The Contractor must ensure the most effective and efficient operation of all DANTeC provided utilities and resources by its staff and employees to conserve energy and financial resources while not compromising performance levels.
- 1.7 Scheduled Work Types, Frequency and Locations** - The Contractor will provide DAS, MCS, and Paging Systems maintenance schedule and management services. The specific areas of services at the North Terminal DAS, MCS, and Paging Systems services must be provided are set forth in this RFP and included in the exhibits contained.
- 1.8 Unscheduled Work** - DANTeC may require the Contractor to perform Unscheduled Work. Unscheduled Work means work that is needed due to unexpected occurrences, and exceeds the scope of the regular, recurring scheduled services specified in this RFP for example, the addition of speakers, or addition of access points, etc. Unscheduled Work will be considered on a per incident basis and shall be in accordance with the cost schedule provided in the Contractors proposal.
- 1.9 Changes in Services** - DANTeC reserves the right to direct changes in the services covered by RFP by adding or deleting any Scheduled or Unscheduled work, as well as modifying the frequencies and timing of scheduled services as dictated by changes in circumstances. The Contractor will promptly comply with such requirements. Any changes in the fees or cost as a result of any such modifications will be governed by the pricing contained in the Contractor's bid.

## **SECTION 2 – REQUIREMENTS**

### **2.1 Contractor Requirements**

- 2.1.1 The Contractor, at all times during the life of this contract, will abide by and follow all necessary industry standards and requirements, WCAA standards and requirements, DANTeC standards and requirements, standards, including those rules, regulations, and laws issued by the FAA, Department of Homeland Security, and Customs & Border Patrol, etc., both present and future.
- 2.1.2 The Contractor, at all times during the life of this agreement, will provide trained and qualified staff as required by certification, licensure or training. All associated credentials will be available to DANTeC upon request, such requirements as resumes, certifications, licenses, and training of the individuals, and contractors, assigned staffed at the North Terminal contracted within and providing services under this RFP. Appropriate qualified staffing levels shall be maintained for the life of the service contract and at the discretion of the Contractor.
- 2.1.3 All services, labor and work performed will be at the new North Terminal site and in specific areas designated by DANTeC.
- 2.1.4 DANTeC will identify or approve all necessary items and equipment necessary to perform the services specified in this RFP over and above those items and equipment

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required to perform the services outlined in this RFP. DANTeC may require the Contractor to purchase certain equipment and items necessary for the success of the program. All purchases by the contractor shall be approved by DANTeC in advance, and will be reimbursed by DANTeC according to the cost schedule provided in the RFP and will become and remain the property of DANTeC.

- 2.1.5 Opportunities for cost savings, including cost reductions, will be provided to DANTeC as soon as feasible or possible. No actions shall be taken until DANTeC has had an opportunity to review and approve each proposal or opportunity.
- 2.1.6 The Contractor will be responsible for costs of repair and or replacement associated with the loss, misuse, abuse, neglect, and theft of all equipment previously purchased by DANTeC, assigned to the contractor, and should the contractor be found responsible for such loss or damage.
- 2.1.7 Contractor will ensure that the environment in which the services are provided is not put to risk. Should any area become unsafe as a result of the contractors actions, the contractor shall take all action necessary, at its expense, to clear at the area affected areas in accordance with all local, state and federal requirements.
- 2.1.8 Contractor shall be responsible for compliance with the following requirements with respect to the North Terminal DAS, MCS, and Paging Systems:
  - ◆ Preventative and Corrective Maintenance
  - ◆ All Required Reporting & Documentation
  - ◆ Service Response
  - ◆ Corrective & Preventative Actions
- 2.1.9 The Contractor shall maintain all equipment used in the service of this contract in an “as-new” manner.
- 2.1.10 The Contractor shall have an established operations and maintenance safety plan. This plan shall be subject to review and approval by DANTeC and upon request.
- 2.1.11 The Contractor shall report in writing to DANTeC all accidents arising out of or in connection with the Services pursuant to this Contract which result in injury or property damage (as defined by standards and code), giving full details and witness statements. In addition, if death or serious injury occurs the same shall be reported immediately to DANTeC, the Wayne County Airport Authority or its representative by telephone.
- 2.1.12 Parking for the Contractor’s employees and vehicles will be designated by DANTeC. Parking permits and fees in either the North or South Employee Parking Lots are estimated at approximately \$45 per month per employee. The Proposer is responsible to provide these fees at the Contractor’s expense.
- 2.1.13 Contractor will maintain at its expense and if applicable a communications area e.g. bulletin board, display board, etc., for the communication of the Contractors business,

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employees and other communications including those mandated by law and where applicable. Area and space will be designated by DANTeC and may be consolidated as required.

2.1.14 The contractor, at all times during the life of this contract, will compensate its employees with the local prevailing wage rate as stated above.

**2.2 Contractor Non-requirements**

2.2.1 The Contractor is NOT responsible for coordinating any airline specific responsibilities without notice from DANTeC, or on equipment outside the scope of this RFP

2.2.2 The Contractor is NOT responsible for developing or managing airline maintenance requirements, actions, or schedules, however shall actively coordinate such activities outlined in this RFP to minimize disruptions to normal airport and or airline operations.

2.2.3 Utilities, Equipment and Other Costs by WCAA – The WCAA will provide general utilities (electricity, water and natural gas) for the North Terminal DAS, MCS, and Paging Systems. The contractor will not be obligated to provide any such utility.

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**DANTEC CONTRACT 09-0020  
DISTRIBUTED ANTENNA,  
MASTER CLOCK AND PAGING  
SYSTEM SERVICE AGREEMENT**

**EXHIBIT B**

**KEY PERSONNEL**

Contractor shall provide and make accessible to DANTEC, available, competent, experienced key personnel on a full time basis. Key personnel shall be remote, have complete authority to manage this contract, contractors operation and service staff. Any changes in key personnel must be approved by the DANTEC Board of Directors.

Key Personnel is/are: [insert name and title of individual(s)]

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**EXHIBIT C  
INSURANCE REQUIREMENTS**

**All insurance requirements must be in place prior to contract award and notice to proceed. All insurance certificates must be presented as soon as notice to award is given to the contractor. Original certificates must be submitted to DANTEC within 10 business days after all insurance requirements have been met and approved by DANTEC and the WCAA.**

**Failure to comply with any/all insurance requirements during contract development and during the term of the contract, shall deem the Proposer non-responsive or in default. The Proposer and contractor shall provide and maintain the insurance requirements throughout the term of the contract.**

**Contractor shall maintain insurance coverage, at its expense, with insurance companies reasonably acceptable to DANTEC, naming WCAA & DANTEC, County of Wayne, DANTEC Board of Directors, members, officers, agents and employees as additional insured parties, in accordance with the provisions of Article 7 of the DANTEC Consortium Agreement.**

**The awarded contractor shall provide the following forms of insurance by those companies allowed by the State of Michigan to provide such insurance:**

**I. Commercial Liability Insurance (Primary and Umbrella)** – Comprehensive broad form commercial liability insurance or equivalent coverage for the mutual benefit of the WCAA and DANTEC, and naming WCAA and DANTEC, DANTEC Board of Directors, and each Member, officer, agents and employees of DANTEC as an additional insured on a primary basis, with limits of not less than \$5,000,000 per occurrence, for claims for bodily injury, death, property damage liability, and personal injury, including claims arising from the use of all equipment, hoists, motor vehicles and aircraft on the Airport or in connection with hauling of materials and debris there from. Coverage's shall include the following: all premises and operations, products and completed operations, explosion, collapse, underground, independent contractors, broad form property damage, separation of insured's, defense and contractual liability coverage (with no limitation endorsement), including coverage for claims made by one insured against another. For the purposes of this RFP, and the services required under this RFP, pollution liability limits will be elevated with final approval for such limits being provided by DANTEC, WCAA and DANTEC's insurance underwriters.

**II. Automobile Liability Insurance** - When any motor vehicles are used in connection with work to be performed by or on behalf of the Contactor(s), if applicable, shall provide Automobile Liability Insurance in accordance with the Laws of the State of Michigan in the combined single limit of \$5,000,000 for all vehicles given airside access and \$2,000,000 for vehicles restricted solely to landside access, which policies of insurance shall be endorsed to include all owned, hired and non-owned vehicles used by the contractor on or about the Airport and naming the WCAA and DANTEC as an additional insured on a primary basis.

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**III. All Risk Property Insurance** – Contractor shall maintain All Risk Commercial Property Insurance, insuring the contractors Facilities, Systems and Equipment, if any, and DANTeC Operations Areas against all risk of direct physical loss or damage as may from time to time be included within the definition of an “All Risk Insurance Policy”, as a result of contractors Facilities, Systems and Equipment, if any, with extended broad form coverage, including without limitation, loss or damage by fire, lightning, windstorm, hail, explosion, riot and civil commotion, damage from aircraft and vehicles, breakdown of boilers, machinery and electrical equipment, and such other risks as the WCAA and DANTeC may reasonably designate. The insurance also shall cover increased costs of construction, demolition and debris removal coverage, and contingent liability arising out of the enforcement of building laws and ordinances governing repair and reconstruction if applicable. Such insurance shall be in an amount equal to one hundred percent (100%) of the full replacement cost of property, including all improvements and betterments.

**IV. Workers' Compensation and Occupational Disease Insurance** - Workers' Compensation and Employers Liability Insurance, as prescribed by applicable law, covering all employees of the contractor, if any, with limits of not less than \$500,000 for each accident or illness. DANTeC requires all of its Contractors to carry workers' compensation insurance as required by Law. Coverage and dates of coverage shall be kept current during the life of the agreement.

**V. Subcontractor Statement** - Criteria used to determine subcontractor status vary from situation to situation. Refer to Rule IX. F. SUBCONTACTOR in the Basic Manual for Workers' Compensation and Employers Liability Insurance (1997 Edition). At a minimum (additional information may be required), the following information must be supplied at audit on each subcontractor who is a sole proprietor with no employees (claiming to be an independent contractor) you use during the course of a given policy period:

- (a) A written statement that the sole proprietor has no one working for him/her.
- (b) A copy of printed business material (advertisement, certificate of general liability insurance, filed DBA or assumed name document, business card, etc.) used by the subcontractor in the operation of his/her business.
- (c) A list of other entities the sole proprietor has worked for in the past 6 months.

In the case of over the road, long haul truck drivers, subcontractors who are sole proprietors must provide:

- a) A written statement that the sole proprietor has no one working for him/her.
- b) A written statement that the sole proprietor owns his/her own vehicle (tractor and/or trailer).

In all cases where the subcontractor is a sole proprietor with employees, a partnership, corporation, LLC or other entity, a valid certificate of workers compensation insurance or a properly filed BWC 337 (if the entity is qualified) form must be provided. Failure to provide this information on subcontractors will result in additional premium being charged at audit.

**IT MUST BE UNDERSTOOD BY INDIVIDUALS USING THIS DOCUMENT TO DELARE THEIR INDEPENDENT CONTRACTOR STATUS: THEY ARE NOT ELIGIBLE FOR WORKERS COMPENSATION BENEFITS PROVIDED BY POLICIES WRITTEN TO**

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**PROTECT ENTITIES THEY WORK FOR. ALSO, MEETING THE REQUIREMENTS OF THIS DOCUMENT IS NOT AN ATTEMPT TO EVADE THE WORKERS' COMPENSATION LAWS OF THE STATE OF MICHIGAN, NOR IS IT GIVING UP THE RIGHT TO WORK COMPENSATION COVERAGE; IT IS A STATEMENT OF FACT IN SUPPORT OF DECLARING INDEPENDENT CONTRACTOR STATUS IN CONJUNCTION WITH SECTION 418.161(N) OF THE STATE OF MICHIGAN, WORKERS' DISABILITY COMPENSATION ACT, PUBLIC ACT 317 OF 1969.**

Employer Name; Type or Print:

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Date: \_\_\_\_\_

Signature (Corporate Officer, General Partner, Individual Proprietor, Member, or Manager of LLC):

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\*If person other than those listed has signed this application attach a copy of the power of attorney or other legal document assigning authority for signature.

**NOTE: THIS SUBCONTRACTOR STATEMENT IS PART OF THIS AGREEMENT AND MUST BE SIGNED AND SUBMITTED WITH THE ENTIRE AGREEMENT.**

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**NORTH TERMINAL  
DETROIT METROPOLITAN AIRPORT  
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**DANTEC CONTRACT 09-0020  
DISTRIBUTED ANTENNA,  
MASTER CLOCK AND PAGING  
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**EXHIBIT D**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE OF ASSURANCE**

The undersigned hereby certify (a) that they are the owners of [Insert name of contractor], a corporation duly organized and existing under the laws of the State of [insert state], (b) that they are authorized to execute this certification on behalf of [insert contractors name] (c) that [insert contractors name] will at all times comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1981), as amended, and all other federal, state and local requirements as set forth in Section 3.08 of the Agreement by and between DANTEC and [insert contractors name].

\_\_\_\_\_  
[Insert name of company]

By: \_\_\_\_\_  
[Signature]

Its: \_\_\_\_\_  
[Title]

Date: \_\_\_\_\_

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DANTEC CONTRACT 09-0020  
DISTRIBUTED ANTENNA,  
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SYSTEM SERVICE AGREEMENT

**EXHIBIT E**

**PAYMENT BY DANTEC**

Payment shall be by written request, and made in accordance with section A & B listed below. In no event, however, shall the total Contract Sum for the term of this Agreement; years one (1) through three (3) excluding renewals, will not exceed [insert amount] without the prior written agreement of the parties and approval by the DANTEC Board of Directors. Payment shall be authorized as follows:

- A. Invoices.** Contractor must submit to DANTEC within 10 days after the last day of the immediately preceding calendar month during which services were performed one (1) invoice for DANTEC in the following format:
1. **[Insert/list Requirement(s) from price page/proposal]** –
  2. **[Additional services by proposal and as authorized]** –
- B. DANTEC's Payment** – Net within thirty (30) days, all other services within thirty (30) days following DANTEC receipt of Contractor's invoice in the required format, DANTEC will pay Contractor for services rendered during the immediately preceding month; DANTEC may delay payment of any invoice that is not submitted in the format specified in this section. DANTEC will not pay Contractor for any invoice for work performed that are submitted for payment more than ninety (90) days after the date of services.

Contractor must submit all invoices to DANTEC at the following address:

DANTEC - Detroit Airlines North Terminal Consortium  
Detroit Metropolitan Airport  
North Terminal Departures Level  
Suite 2167A  
Detroit, MI 48242  
Attention: DANTEC A/P and/or  
[www.ap@dantecdtw.com](mailto:www.ap@dantecdtw.com)

**NORTH TERMINAL  
DETROIT METROPOLITAN AIRPORT  
DETROIT, MI 48242**

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**EXHIBIT F  
ENVIRONMENTAL COMPLIANCE**

**I. Compliance with Environmental Requirements**

Contractor shall, in conducting any activity or business on the Project Site, including environmental response or remedial activities, comply with all Environmental Requirements, including but not limited to Environmental Requirements regarding the storage, use, and disposal of Hazardous Materials or Special Wastes and regarding releases or threatened releases of Hazardous Materials or Special Wastes to the environment.

**II. Review of Environmental Documents**

Contractor, at the request of DANTEC, shall make available for inspection and copying upon reasonable notice and at reasonable times, any and all of the documents and materials Contractor has prepared pursuant to any Environmental Requirement or submitted to any governmental regulatory agency. If there is an Environmental Requirement to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under or about the Project Site, Contractor shall provide a copy of such report or notice to DANTEC, and to the extent practicable, shall receive the approval of DANTEC prior to submitting such notice or report to the appropriate governmental agency.

**III. Access for Environmental Inspection**

DANTEC shall have reasonable access to the Project Site to inspect the same to confirm that Contractor is using the Project Site in accordance with Environmental Requirements. Contractor, at the request of DANTEC and at Contractor's expense, shall conduct such testing and analysis as is necessary to ascertain whether Contractor is using the Project Site in compliance with all Environmental Requirements. Any such tests shall be conducted by qualified independent experts chosen by Contractor and subject to DANTEC's reasonable approval. Copies of reports from any such testing shall be provided to DANTEC.

**IV. Environmental Noncompliance**

If Contractor fails to comply with any applicable Environmental Requirements, DANTEC, in addition to its rights and remedies as provided within this Agreement, may enter the Project Site and take necessary measures to insure compliance with Environmental Requirements, all at Contractor's expense.

**V. Duty to Notify DANTEC**

In the event of a release or threatened release of Hazardous materials or Special Wastes to the environment relating to or arising out of Contractor's use or occupancy of the Project Site or in the event any claim, demand, action or notice is made against Contractor regarding Contractor's failure or alleged failure to comply with any Environmental

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Requirements, Contractor immediately shall notify DANTeC in writing and shall provide DANTeC with copies of any written claims, demands, notices, or actions so made.

### **VI. Pre-Existing Conditions.**

For the purposes of this Exhibit G, the presence of any hazardous material in the Contractor's operations areas that would give rise to liability to any person on the part of Contractor or the WCAA, or violate any Environmental Law (as defined below), shall be known as an Environmental Condition. Any Environmental Condition existing on any portion of the Contractor's operations areas prior to the effective date of this Agreement is hereby designated a Pre-Existing Condition.

### **VII. B. Compliance with Environmental Laws**

1. Contractor shall comply with all Environmental Laws. "Environmental Laws" or "Environmental Requirements" shall be defined to mean any and all federal, state or local laws and regulations pertaining to storage, use and disposal of hazardous materials or special wastes and regarding releases or threatened releases of hazardous materials or special wastes to the environment.

2. If Contractor is required pursuant to any Environmental Laws to file any notice or report of a release or threatened release of hazardous materials or special wastes on, under or about the Contractor's operations areas, Contractor and DANTeC shall provide a copy of such report or notice to the WCAA. In the event of a release or threatened release of hazardous materials or special waste into the environment, or in the event of any claim, demand, action or notice is made against Contractor regarding Contractor's failure or alleged failure to comply with any Environmental Law, Contractor and DANTeC shall immediately notify the WCAA.

3. DANTeC and the WCAA shall have reasonable access to the Contractor's operations areas to inspect the same to confirm that Contractor is using the Contractor's operations areas in accordance with Environmental Laws. Contractor at the reasonable request of the WCAA and at Contractor's expense shall conduct such testing and analysis as is necessary to ascertain whether Contractor is using the DANTeC operations areas in compliance with all Environment Laws. Any such tests shall be conducted by qualified independent environmental consultants chosen by Contractor and subject to the approval of the WCAA CEO. Copies of any reports or test results shall be provided to DANTeC and the WCAA.

4. In addition to any other remedy afforded at law, in equity or by the terms of this Agreement, if Contractor fails to comply with any Environmental Law which results in, or may result in, a material adverse impact to the Contractor's operations areas or potential liability to the WCAA, the WCAA may (i) enter the Contractor operations areas and take necessary measures to insure compliance with Environmental Laws, including, but not limited to, testing and soil sampling, all at Contractor's expense, and/or (ii) terminate this Agreement in accordance with the default provisions of this Agreement.

5. Contractor's liability and obligations under this Exhibit G shall survive the termination of this Agreement. To the extent Contractor's Services under this Agreement pertain to environmental services and work, Contractor hereby waives any right of action or claim

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pursuant to any Environmental Law against the WCAA, its officers, officials, agents or employees except for (i) Pre-Existing Conditions for which Contractor is not accountable to the WCAA under this Agreement, and (ii) Post-Closing Conditions for which the DANTeC/WCAA is the direct and proximate cause. Any Environmental Condition arising on any portion of the Contractor's operations area after the commencement of the Services is hereby designated a Post-Closing Condition.

### **VIII. Environmental Permits**

1. Contractor must show evidence of, and keep current throughout the term of this Agreement, all waste hauling, special waste hauling, disposal permits and insurance certificates required by Federal, state, WCAA or other local governmental body or agency pursuant to any Environmental Law.
2. When requested by DANTeC and the WCAA CEO, Contractor shall submit copies of all hauling permits required by any Environmental Law. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the WCAA CEO throughout the duration of this Agreement. Non-compliance with this requirement may be cause for termination of this Agreement.
3. Environmental Records and Reports: Contractor shall be required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the operations of this Agreement, including, but not limited to, the following:
  - a. Vehicle maintenance records
  - b. Safety and accident reports
  - c. IEPA or OSHA manifests
  - d. Disposal records, including disposal site used, date, truck number and disposal weight.
  - e. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

All such records and accounts shall be subject to review by DANTeC and the WCAA and shall be made available to DANTeC and the WCAA upon the request of DANTeC and the WCAA CEO. The DANTeC's and WCAA's review of any such records and accounts shall in no way serve to limit Contractor's obligations or liability under the terms and conditions of this Agreement or any Environmental Law.

### **IX. Disposal of Materials, Construction and Demolition Debris, Soil and Waste**

1. Contractor shall be responsible for the proper disposal of all materials, construction and demolition debris, soil and other waste generated by Contractor's business operations, or Contractor's activities as set forth in this Exhibit G. Hauling and disposal by a subcontractor does not relieve Contractor from responsibility for proper disposal. Disposal of all materials, construction debris, soil, and other wastes shall be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. Contractor shall identify the disposal site(s) or transfer station(s) to which it has contractual access and for which proper, sanitary landfill permits and/or licenses have been obtained. Failure to identify disposal site(s) for materials,

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construction debris, soil and other wastes or to submit such information when requested by the WCAA CEO may be cause to terminate this Agreement.

2. Upon request by the WCAA CEO, Contractor shall provide the WCAA CEO with copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents, including copies of all permits and/or licenses for the proposed transfer station and/or landfill. In the event that the transfer station and/or landfill proposed for use by Contractor does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, Contractor will replace the transfer station and/or landfill submitted as part of their bid proposal at no additional cost to the WCAA. If Contractor disposes of materials, construction debris, soil or other wastes at a site which is not properly permitted, Contractor shall be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.

3. Contractor shall accept full responsibility for compliance with all Environmental Laws.

4. Contractor shall notify DANTeC and the WCAA CEO within twenty-four (24) hours of receipt of any environmental complaints, fines, citations, violations or notices of violation ("Claim") by any governmental body or regulatory agency against Contractor or by any third party relating to the loading, hauling or disposal of materials, construction debris, soil or other wastes. Contractor will provide evidence to DANTeC and the WCAA CEO that any such Claim has been addressed to the satisfaction of the issuer or initiator of such Claim.

5. Contractor shall notify DANTeC and the WCAA of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, soil and other wastes under this Agreement in which Contractor is asked to participate.

6. Contractor shall verify, in writing, whenever requested by DANTeC and the WCAA CEO that all materials, construction debris, and other waste accepted by Contractor from the WCAA, have been disposed of in compliance with all Environmental Laws.

7. Non-compliance with these terms and conditions may affect Contractor's eligibility for future contracts.

## **X. Equipment and Environmental Control During Transport.**

Contractor shall haul materials, including but not limited to fuel of any nature, any construction debris, soil and other wastes in vehicles and/or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction and demolition debris, soil and other wastes shall be designed to prevent spillage during the hauling operation. Contractor's equipment shall fully comply with all DANTeC, WCAA, state and federal regulations, laws and ordinances pertaining to size, load weight, safety and any Environmental Law.

**XI. Open Dumping Prohibited.** A form for identifying Contractor's debris and waste disposal/handling site(s) and acknowledging terms and conditions relating thereto (the "Form") shall be executed by Contractor and provided to DANTeC and the WCAA CEO before any

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debris or waste is removed from the Contractor's Operations Areas for disposal or handling elsewhere. In addition to the representations and requirements contained in the Form, Contractor understands and agrees that Contractor, unless otherwise authorized in writing by DANTeC and the WCAA CEO of Environment, shall not continue to use a disposal/handling site identified in the Form that (i) has been cited as being in violation of any environmental law or regulation or of any WCAA ordinance or (ii) does not have a necessary permit. If only one site was identified in the Form, Contractor shall arrange for a substitute disposal/handling site which meets the requirements specified in the Form and provide a revised Form to DANTeC and the WCAA CEO of Environment. Contractor further understands and agrees that any such substitution shall be at no additional cost to the WCAA, regardless of the reason necessitating such substitution.

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**DANTEC CONTRACT 09-0020  
DISTRIBUTED ANTENNA,  
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SYSTEM SERVICE AGREEMENT**

**EXHIBIT G-1**

**DANTEC's CONSENT TO CONDITIONAL ASSIGNMENT  
DISTRIBUTED ANTENNA, MASTER CLOCK AND PAGING  
SYSTEM SERVICE AGREEMENT**

This Conditional Assignment is made this 1st day of February 2009 by Detroit Airlines North Terminal Consortium, organized and existing under the laws of the State of Michigan ("DANTEC") and [Insert name of Company] (the "Contractor") in favor of the Wayne County Airport Authority ("WCAA"), a Michigan public body corporate.

WHEREAS, DANTEC has entered into that certain Agreement By and Between the WCAA and DANTEC dated as of April 16, 2008 (the "WCAA/DANTEC Agreement") regarding the operation and maintenance of the DANTEC Facilities, Systems and Equipment (as defined in the Agreement) to be included in the new North Terminal and associated facilities at Detroit Metropolitan Airport (the "Project"); and

WHEREAS, pursuant to the WCAA/DANTEC Agreement, the WCAA has the right to request that DANTEC assign to the WCAA, all of DANTEC's contracts for the operation and maintenance of the DANTEC Facilities, Systems and Equipment, in accordance with Article 4 of the WCAA/DANTEC Agreement.

WHEREAS, DANTEC and Contractor have executed that certain Agreement known as the [insert name of service agreement], dated [insert month, date and year] (the "Agreement");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DANTEC does hereby assign, transfer, convey and set over unto the WCAA all of its rights, duties, obligations, abilities, and all of its interest in and to, the Agreement, subject to the limitations, if any, as set forth therein. This Conditional Assignment shall become operative upon receipt by DANTEC and Contractor of written notice from the WCAA of the WCAA's election to effect this Assignment.

Detroit Airlines North Terminal Consortium ("DANTEC")

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*Issued for Review*

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**DANTeC CONTRACT 09-0020  
DISTRIBUTED ANTENNA,  
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**EXHIBIT G-2**

**CONTRACTOR'S CONSENT TO CONDITIONAL ASSIGNMENT  
DISTRIBUTED ANTENNA, MASTER CLOCK AND PAGING  
SYSTEM SERVICE AGREEMENT**

[Insert name of Company], Inc., being the Contractor under the Agreement referred to in the foregoing Conditional Assignment, does hereby agree and consent to said Conditional Assignment; and in the event that the WCAA undertakes to effect said Assignment, the undersigned agrees to comply with the Agreement in accordance with its terms at no additional cost to the WCAA.

[Insert name of Company]

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*Issued for Review*

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**DANTeC CONTRACT 09-0020  
DISTRIBUTED ANTENNA,  
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SYSTEM SERVICE AGREEMENT**

**EXHIBIT H**

**PERFORMANCE GUARANTEE AGREEMENT  
DISTRIBUTED ANTENNA, MASTER CLOCK AND PAGING  
SYSTEM SERVICE AGREEMENT**

Provided and furnish one of the following if requested or required:

- (a) A performance insurance bond
- (b) A properly pledged passbook or other surety document or instrument that has been secured by the Contractor in a recognized, State chartered, savings, lending or financial institution
- (c) Other negotiable surety acceptable to DANTeC, inclusive of a properly pledged and executed lenders agreement or letter of credit

This Guaranty constitutes the entire agreement of the Performance Guarantor with respect to the matters set forth herein. The rights and remedies herein provided are cumulative and not exclusive of any remedies provided by law or any other agreement, and this Guaranty shall be in addition to any other guaranty of or collateral security for any of the Obligations. The provisions of this Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state or federal bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of the Performance Guarantor hereunder would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of the Performance Guarantor's liability under this Guaranty, then, notwithstanding any other provision of this Guaranty to the contrary, the amount of such liability shall, without any further action by the Performance Guarantor, the Administrative Agent or any Purchaser, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding. The invalidity or unenforceability of any one or more sections of this Guaranty shall not affect the validity or enforceability of its remaining provisions. Captions are for the ease of reference only and shall not affect the meaning of the relevant provisions. The meanings of all defined terms used in this Guaranty shall be equally applicable to the singular and plural forms of the terms defined.

IN WITNESS THEREOF, the Performance Guarantor, required upon demand, will cause this Guaranty to be executed and delivered as of the date first above written or as notified.

DANTeC

[insert name of contractor]

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_