



Indianapolis Airport Authority

## **REQUEST FOR PROPOSALS**

**Solicitation for:**

**Coreless Toilet Paper and Dispensers**

**Issued:  
August 1, 2016**

**Proposals Due:  
September 2, 2016  
at 2:00 p.m. (local time)**

**Indianapolis Airport Authority  
Request for Proposal  
Coreless Toilet Paper and Dispensers**

***Table of Contents***

Section One	General Information
1.1	Introduction
1.2	Definitions
1.3	Purpose of the RFP
1.4	Scope of the RFP
1.5	Proposal Due Date and Time
1.6	Modification or Withdrawal of Offers
1.7	Contract Obligations
1.8	Confidential Information
1.9	Contract Documents
1.10	Proposal Life
1.11	Business Diversity Participation
1.12	Discussion Format
1.13	Timeline
1.14	Sales Tax
Section Two	Proposal Procedures
2.1	Inquiries about the RFP
2.2	Proposal Submission
2.3	Contract Negotiations
Section Three	Specifications
3.1	Description of Entity
3.2	Scope
3.3	Required Qualifications
3.4	Length of Contract
3.5	Pricing
3.6	Business Diversity Participation - Requirements
3.7	Evidence of Financial Responsibility
Section Four	Proposal Preparation Instructions
4.1	General
4.2	Transmittal Letter
4.3	Business Proposal
4.4	Technical Proposal
4.5	Business Diversity Participation - Instructions
4.6	Pricing Proposal
Section Five	Proposal Evaluation
5.1	Proposal Evaluation Procedure
Exhibits	
	Exhibit "A" – Sample Contracts
	Exhibit "B" – Pricing Sheet
	Exhibit "C" – Specifications Form
	Exhibit "D" – Questionnaire
	Exhibit "E" – Non-collusion
	Exhibit "F" – Sales Tax Exempt

**REQUEST FOR PROPOSAL**  
**CORELESS TOILET PAPER AND DISPENSERS**

**SECTION ONE**  
**GENERAL INFORMATION**

**1.1 INTRODUCTION**

This is a Request for Proposal (RFP) issued by the Indianapolis Airport Authority (Authority). The Authority requires supplies and services from a professional, qualified distributor (Respondent).

The Authority will consider proposals from national, regional and local firms that can provide new toilet paper dispensers for our restroom facilities and can provide affordable pricing for the toilet paper that is compatible with these dispensers. It is the intent of the Authority to solicit responses to this RFP in accordance with the scope, proposal preparation section, and specifications contained in this document.

**1.2 DEFINITIONS**

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

Project	Toilet Paper and Dispensers
Proposal	An offer as defined in IC 5-22-2-17.
Respondent	An offeror as defined in IC 5-22-2-18.

**1.3 PURPOSE OF THE RFP**

The purpose of this RFP is to invite potential Respondents to submit proposals to provide coreless toilet paper dispensers with compatible toilet paper and to conduct related services as requested pursuant to this RFP.

**1.4 SCOPE OF THE RFP**

This document contains the following information that may be useful to anyone wishing to submit a proposal:

Section One	A general description of the many factors affecting the proposal process.
Section Two	The specific information covering proposal procedures.
Section Three	A description of the services and supplies to be provided by any successful Respondent.
Section Four	A description of the required format and subject content of any acceptable proposals offered in response to this document.
Section Five	A general discussion of the method that will be used by an evaluation team in the selection of a Respondent with whom to enter contract negotiations.
Exhibits	Details supporting this basic RFP document.

**1.5 PROPOSAL DUE DATE AND TIME**

All Proposals must be received at the address below no later than 2:00 p.m. Local Time on September 2, 2016. All mailed proposals must be received at the below address, and all hand delivered proposals must be received at Guest Services (Level 3 of Terminal) which is located also at the below address. All Proposals must be addressed to:

RFP - Coreless Toilet Paper and Dispensers  
Owen Hartnett, Procurement Coordinator  
Indianapolis Airport Authority  
7800 Col. H. Weir Cook Memorial Dr.  
Indianapolis, IN 46241

All Proposals must be submitted in a sealed envelope clearly marked with Respondent's name and contact information, RFP - Coreless Toilet Paper and Dispensers and the Proposal Due Date and Time. All submittals shall include one (1) complete, original proposal marked "ORIGINAL", three (3) complete copies of the original proposal, one (1) electronic copy on CD, DVD or flash drive, and other related documentation required by this RFP. Any proposal received after the Proposal Due Date and Time will be unopened and returned to the Respondent upon request. All rejected proposals not claimed within thirty days of the date of rejection will be destroyed.

#### **1.6 MODIFICATION OR WITHDRAWAL OF OFFERS**

Responses to this RFP may be modified or withdrawn in writing at the address noted above or by email to the Procurement Coordinator at [ohartnett@ind.com](mailto:ohartnett@ind.com) and received prior to the exact hour and date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the Authority after the exact hour and date specified for receipt of proposals will not be considered an acceptable proposal. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, a supplement will be issued by the Authority. If such addenda issuance is necessary, the Authority reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

#### **1.7 CONTRACT OBLIGATIONS**

Although the Authority anticipates that any Respondent submitting a proposal will provide the major portion of the services as requested, subcontracting by the Respondent is acceptable in performing the requirements of this RFP. Respondents are encouraged to team with local qualified firms in their proposal to this RFP. However, the Respondent must obtain the approval of Authority before subcontracting any portion of the project's requirements. The Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and outline the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. This RFP is subject to the Supplier Diversity Program. The requirements are explained elsewhere in the RFP.

Any subcontracts entered into by the Respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed services to be provided by a subcontractor, the technical proposal must

include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

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

## **1.8 CONFIDENTIAL INFORMATION**

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Authority reserves the right to make determinations of confidentiality. The Authority will not consider prices to be confidential information.

## **1.9 CONTRACT DOCUMENTS**

Any or all portions of this RFP and normally any or all portions of the Respondent's response will be incorporated by reference as part of the final contract.

## **1.10 PROPOSAL LIFE**

All proposals made in response to this RFP must remain open and in effect for a period of not less than 90 days after the date for proposals. Any proposal accepted by the Authority for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the Authority.

## **1.11 BUSINESS DIVERSITY PARTICIPATION**

It is the policy of the Indianapolis Airport Authority to ensure nondiscrimination in the award and administration of contracts. In accordance with policy established by the Authority, the Authority's Board of Directors and its Executive Director, have determined there is a reasonable expectation of minority, women and veteran-owned business enterprise participation for airport projects. The overall supplier diversity participation goals of 15%-MBE; 10%-WBE and 3%-VBE have been established. Respondents seeking assistance in achieving the supplier diversity participation goals should start by visiting the Indianapolis International Airport's Supplier Diversity website at <http://supplierdiversity.ind.com/>.

## **1.12 DISCUSSION FORMAT**

The Authority reserves the right to conduct discussions, either oral or written, with the Respondents determined by the Authority to be reasonably viable to being selected for award. If discussions are held, the Authority may request best and final offers.

The request for best and final offers may include:

- Notice that discussions are concluded.
- Notice that this is the opportunity to submit written best and final offers.

- Notice of the date and time for submission of the best and final offer.
- Notice that if any modification is submitted, it must be received by the date and time specified or it will not be considered.
- Notice of any changes in the Authority's requirements.

The Authority reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint. The Authority reserves the right to reopen discussions after receipt of best and final offers, if it is clearly in the Authority's best interest to do so and the Airport Executive Director or designee makes a written determination of that fact. If discussions are reopened, the Authority may issue an additional request for best and final offers from all Respondents determined by the Authority to be reasonably susceptible to being selected for award.

Following evaluation of the best and final offers, the Authority may select for negotiations the offers that are most advantageous to the Authority, considering price or cost and the evaluation factors in the RFP.

The Authority also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. The Authority retains sole authority to determine whether contact with Respondents is for clarification or discussion.

### 1.13 TIMELINE

The following timeline is intended to illustrate the anticipated time line for the RFP.

<u>ACTIVITY</u>	<u>ANTICIPATED COMPLETION DATE</u>
RFP posted to <a href="http://www.indianapolisairport.com">www.indianapolisairport.com</a>	August 1, 2016
Pre-Proposal Conference Location	August 16, 2016, 2:00pm (local time) Pre-Board Room
Written questions due to CorelessPaperRFP@ind.com	August 17, 2016, 12:00pm (local time)
Written responses to questions posted via Addendum posted to <a href="http://www.indianapolisairport.com">www.indianapolisairport.com</a>	August 19, 2016
Proposals due	September 2, 2016 at 2:00 p.m. (local time)

### 1.14 SALES TAX

The Respondent's proposal pricing should not include Sales Tax for the State of Indiana.

**END OF SECTION ONE**

**SECTION TWO  
PROPOSAL PROCEDURES**

**2.1 INQUIRIES ABOUT THE RFP**

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

E-mail: CorelessPaperRFP@ind.com

Or if e-mail is not an option for your company then mail to the following address:

RFP - Coreless Toilet Paper and Dispensers  
Owen Hartnett, Procurement Coordinator  
Indianapolis Airport Authority  
7800 Col. H. Weir Cook Memorial Dr.  
Indianapolis, IN 46241

Inquiries should be submitted no later than 12:00 pm Local Time on August 17, 2016. The Authority reserves the right to decide whether any questions are appropriate to answer. If responses are provided by the Authority, the responses will be written. Copies of the written responses will be issued via Addendum and will be available on the Indianapolis Airport website on August 19, 2016. No negotiations, decisions or actions shall be initiated by any Respondent as a result of any verbal discussion with any representative of the Authority or with any Authority employee.

Inquiries are not to be directed to any consultant or staff member of the Authority. Such action may disqualify Respondent from further consideration for a contract as a result of this RFP. The use of e-mail to CorelessPaperRFP@ind.com for submitting questions is encouraged. The addendum will be available at [www.indianapolisairport.com](http://www.indianapolisairport.com).

**2.2 PROPOSAL SUBMISSION**

One (1) original, three (3) copies, and one (1) electronic copy on CD or DVD or Flash Drive of the proposal for the RFP - Coreless Toilet Paper and Dispensers must be received by the Authority's office on or before the due date and time for proposals as specified. Each copy of the proposal must follow the format indicated in Section Four of this document. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired.

**2.3 CONTRACT NEGOTIATIONS**

After recommendation of a selected Respondent by appropriate officials of the Indianapolis Airport Authority, contract negotiations will commence. The contract(s) will be based on the contracts as they appear in Exhibit "A" - Sample Contracts of this RFP. If at any time contract negotiation activities are judged to be ineffective by the Executive Director of the Authority or designee, Authority will cease all activities with that Respondent and begin contract negotiations with the next highest ranked Respondent. This process may continue until either both the Respondent and the Authority execute a completed contract or Authority determines that no acceptable alternative proposal exists.

**END OF SECTION TWO**

## **SECTION THREE SPECIFICATIONS**

### **3.1 DESCRIPTION OF ENTITY**

Indianapolis International Airport (IND): With over 10,000 acres under ownership, Indianapolis International currently occupies approximately 7,700 acres, or about 12 square miles. Air operations are conducted on two parallel runways and one “crosswind” runway. The airport is served by 9 major and several national and regional passenger air carrier airlines.

At 1.2 million square feet and a cost of \$1.1 billion, the Indianapolis International Airport represents the largest development initiative in the history of the City of Indianapolis. Strategically located between the two parallel runways, a “midfield” position greatly improves aircraft taxi time and travel. This state-of-the-art structure replaced the existing terminal and houses forty (40) passenger flight gates, (38 domestic and 2 international), in two (2) concourses.

With modern design and aesthetic appeal, the new terminal incorporates many of the latest innovations that enhance and improve passenger experience. Over twenty five years in planning, this is the first “from ground up” airport built in the US since the catastrophic events of 9/11. Ease and practicality have been engineered into each functional area, reflected in ticketing, baggage handling, safety and security, information and communication systems. From check-in to boarding, user-friendly efficiency can be found throughout the airport. Common areas consisting of a large “Civic Plaza,” welcomes visitors to Indianapolis in impressive fashion and serves as a public venue for special events. Without losing sight of its primary purpose, the Indianapolis International Airport provides a showcase of fine arts and fosters as well as celebrates, pride in our community.

The Authority does not receive any local tax dollars. Operations are funded through revenues, categorized as either “airline” or “non-airline.” In addition to passenger air operations, IND is a significant cargo and air freight handler, (8th nationally), home to the second largest Federal Express hub in the world. Non-airline revenue consists of income from parking, space rentals, land leases, fuel sales, and retail and concessions. Capital improvement projects are funded by cash generated from operating activities, local bond issues as well as state and federal grants.

### **3.2 SCOPE**

The Authority intends to replace the airport’s current toilet paper dispensers with new coreless toilet paper dispensers throughout the airport. The Authority is seeking responses from firms who can provide coreless toilet paper dispensers with compatible coreless toilet paper. Installation services for over two hundred (200) dispensers are to be provided by the successful respondent, as well as the uninstallation services for the current dispensers. Installation must be professionally installed and the respondent will be responsible for ensuring that all holes left from the previous dispensers are professionally patched and covered to the satisfaction of the authority. Respondent is to include in their pricing proposal the unit price of the coreless toilet paper as well as options to either purchase the dispensers or to receive the dispensers free of charge with a service agreement (see Exhibit “B” Pricing Sheet). The pricing proposal requests the coreless paper pricing for a possible quantity purchase agreement to supply the paper product for the dispensers.

### **3.3 REQUIRED QUALIFICATIONS**

The following qualifications are required for this solicitation:

1. Respondent shall have been in business for at least three (3) years providing similar supplies and services.
2. Respondent must have the capacity to provide next-day (24 hour) delivery service for all products proposed.
3. Respondent must retain a minimum of one-month's estimated inventory of all products proposed at their warehouse.

### **3.4 LENGTH OF CONTRACT**

Contract(s) will run for one (1) year and will commence on contract execution date. The finalized contract(s) will have the option to renew the contract(s) for three (3) additional one (1) year terms. The total term of the contract shall not exceed four (4) years.

### **3.5 PRICING**

The Authority requires the pricing associated with this RFP be a firm proposal price, in the appropriate format as discussed in section 4.6, that must remain open and in effect for a period of not less than 90 days from the final proposal due date.

### **3.6 BUSINESS DIVERSITY PARTICIPATION - REQUIREMENTS**

Compliance with the supplier diversity goals 15%-MBE; 10%-WBE and 3%-VBE, will be considered a demonstration of the Respondent's responsiveness and responsibility. Failure to comply may result in the determination of the Respondent as non-responsive. Only those certified entities, as identified on the State of Indiana, City of Indianapolis certification, or Mid-States Minority Supplier Development Council lists, will be eligible in calculating the contract business diversity participation percentages. If the submitted proposal does not meet the supplier diversity participation goal set, the contractor is required to provide their documented good faith efforts

### **3.7 EVIDENCE OF FINANCIAL RESPONSIBILITY**

Respondents to this RFP will not be required to submit a certified check.

**END OF SECTION THREE**

## **SECTION FOUR PROPOSAL PREPARATION INSTRUCTIONS**

### **4.1 GENERAL**

To facilitate the timely evaluation of the proposal, a standard format for proposal submission has been developed and is documented in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal or the proposal may be rejected.
- The transmittal letter should be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The proposal must be no longer than 6 pages of 10 pt. type with margins at minimum of 1". This page limit does not include Exhibit's "B", "C" which are to be completed and attached to this proposal.
- The Authority may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, the Authority will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five (5) calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the Authority as a minor error or omission and may result in disqualification of the proposal from further evaluation.

### **4.2 TRANSMITTAL LETTER**

The Transmittal Letter must address the following topics except those specifically identified as "optional."

#### **4.2.1 Summary of Ability and Desire to Supply the Required Supplies and Services**

The transmittal letter must briefly summarize the Respondent's ability to supply the requested supplies and services that meet the application requirements defined in Section Three of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested supplies and services subject to the terms and conditions set forth in the RFP including, but not limited to, the Authority's contract.

#### **4.2.2 Summary of Ability to Meet the Required Qualifications**

The transmittal letter must state that the Respondent meets the required qualifications and standards to be followed that are listed in the RFP. Any exceptions must be noted and an explanation provided if applicable.

#### **4.2.3 Summary of Compensation**

Respondent should specifically state unit pricing for the coreless toilet paper and the fee your firm proposes for services as described in this RFP in section 3.2 "Scope" and Exhibit "B" - Pricing Sheet. If there are any services described in the Purpose and Scope section that would not be included in such compensation, so state specifically, along with an indication of any proposed additional charges.

Proposers should also include a detailed summary of any additional services including the price for all such services, (if any), rendered that would be considered outside of the fee proposal.

#### 4.2.4 Proposal Life

A statement must be included that indicates the length of time during which the Owner may rely on all proposal commitments. The Authority requires that this period of time not be less than 90 days from the due date for submission of proposals. Any proposal accepted by the Authority for the purpose of contract negotiations must remain as committed through the contract negotiation period.

#### 4.2.5 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations must sign the transmittal letter. Such person's authority to so act must be consistent with the information contained in Section 4.3.8 of this RFP.

#### 4.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

### 4.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional."

#### 4.3.1 General

This optional section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the Authority's successful acquisition of the services requested in this RFP.

#### 4.3.2 Respondent Company Capabilities

Describe the organization's experience and capabilities in providing similar work in scope. Indicate if the organization has ever failed to complete any work awarded to it. If so, please indicate date, where and why. Provide an affirmative statement or proof that the Respondent Company does not have a record of substandard work. In addition, disclose all positive enforcement actions by professional licensing boards, courts or other bodies or other matters which may reflect on the Respondent Company's professional qualifications. Describe any pending litigation or other factors that could affect the organization's ability to perform this contract.

#### 4.3.3 Facilities and Resources

The Respondent is to include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

#### 4.3.4 Sample Contract

Two sample contracts (Reference Exhibit "A" – Sample Contracts) are included in this RFP and the Respondent shall advise the Authority of any issues with these contracts. One contract is a Quantity Purchase Agreement for the procurement of the toilet paper, and the other is a service agreement for the installation of the dispensers.

#### 4.3.5 References

The Respondent should include a list of at least three (3) airports or similar clients for whom the Respondent has provided supplies and services that are the same or similar to those services requested in this RFP. Listed organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references may be provided to the evaluation team and used in scoring the written proposals.

Respondent should include the following information for each reference:

- a) Name of the organization;
- b) Initial dates service started;
- c) List of services performed;
- d) Responsible official or contact person;
- e) Address, telephone number and email address.

#### 4.3.6 Registration to do Business

Respondents proposing to provide the services required by this RFP are required to be registered to do business within the State of Indiana by the Indiana Secretary of State. The website address containing the necessary forms can be found at <http://www.in.gov/sos/business/2426.htm>. The telephone number of the Office of the Secretary of the State of Indiana is 317.232.6531. This process must be concluded prior to contract negotiations with the Authority. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

#### 4.3.7 Warranties

Provide affirmative statements of the following warranties:

- a) The Respondent warrants that it is willing and able to comply with the State of Indiana laws with respect to foreign (non-State of Indiana) corporations (where necessary);
- b) The Respondent warrants that it is willing and able to obtain an errors and omissions (professional liability) insurance policy providing a prudent amount of coverage for the willful and negligent acts, or omissions of any officer, employees or agents thereof. The Respondent is to state the amount of coverage;
- c) The Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Authority;
- d) The Respondent warrants that all information provided by it in connection with this proposal is true and accurate;

#### 4.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization

contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

#### 4.3.9 Subcontractors

The Respondent must list any subcontractors which it proposes to use in providing the required services. The subcontractor's responsibilities under the proposal, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractor is certified as a Minority-Owned, Women-Owned or Veteran-Owned Business Enterprise by the State of Indiana or City of Indianapolis. See Section 1.11, 3.6, and 4.5.

#### 4.3.10 Respondent Contract Requirements

This section is optional. If the Respondent wishes to include any language other than that discussed in the Business Proposal, this language should be included in this section. For each clause included in this section, the Respondent should indicate that the clause is required by the Respondent in any contract resulting from this RFP and why it is required (if the required clause is unacceptable to the Authority, the Respondent's proposal may be considered unacceptable) or indicate that the clause is desired (but not required) by the Respondent in any contract resulting from this RFP.

#### 4.3.11 Legal

Include a list of any and all legal proceedings (civil or criminal actions or administrative proceedings) within the last three (3) calendar years in which the Respondent was a named party.

### 4.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into sections as described below. Every point made in each section must be addressed in the order given with the question first stated followed by the Respondent's response. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and a paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The reference document must be included as an appendix to the technical proposal with referenced sections clearly marked; this appendix will not be considered as part of the proposal's total page length limit. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the Authority.

#### 4.4.1 Overview of the Proposed Method for Provision of the Requested Supplies Services

This overview must consist of a concise summary of the requested supplies and services proposed by the Respondent in response to this RFP. By reading the overview, the Authority must be able to gain a comfortable grasp at a general level of the services to be provided and the methods proposed by the Respondent to provide them. A detailed explanation should be included to understand how the services comply with the technical documents of this RFP.

#### 4.4.2 Project Approach

The description must indicate, at least generally, the methodology the Contractor will follow to fulfill the requirements of the scope. Include as much detailed explanation as necessary. The Authority intends that each Respondent provide a detailed and comprehensive description of all Services that the Respondent will provide if it enters into a contract pursuant to the RFP.

#### 4.4.3 Specifications and Compliance form

This section should include a fully completed Specifications and Compliance form which is included in Exhibit "C" of this RFP.

#### 4.4.4 Respondent Questionnaire

This section requires information about each Respondent that will assist the Authority in evaluating capabilities. Please answer the questions listed in Exhibit "D" - Respondent Questionnaire in the same order listed in the exhibit.

#### 4.4.5 Identification of Anticipated Potential Problems

The proposal should identify and describe any anticipated potential problems, the organization's approach to solving these problems and any special assistance that will be requested from the Authority.

#### 4.4.6 General Section

Generally describe how you meet or exceed each of the required and preferred qualifications in the Purpose and Scope section of this document. Provide a brief description explaining why the Authority should select your company as the most suitable Respondent. Describe what unique features or qualifications your organization can offer the Authority.

### 4.5 BUSINESS DIVERSITY PARTICIPATION - INSTRUCTIONS

Proposals must contain a description of the type of services to be performed by each minority, women, and veteran owned businesses (M/W/VBE) in the fulfillment of the participation goals in response to this RFP. Evidence of certification by the State of Indiana, the City of Indianapolis, or Mid-States Minority Supplier Development is required for each M/W/VBE to be eligible in the calculation of contract supplier diversity participation. If the submitted proposal does not meet the supplier diversity goal set, the good faith efforts should include the plan to meet the goal, including action taken to identify and engage M/W/VBE entities and an explanation of the shortfall.

### 4.6 PRICING PROPOSAL

The pricing sheet (Exhibit "B") will include all fees, costs, charges and other amounts, associated directly or indirectly, with providing all things necessary to perform the installation of coreless toilet paper dispensers and unit pricing associated toilet paper for the Indianapolis Airport Authority. Failure to comply fully with the requirements of this Section 4.6 will be cause for the Authority to reject, as non-compliant, a proposal from further consideration.

**END OF SECTION FOUR**

**SECTION FIVE  
PROPOSAL EVALUATION**

**5.1 PROPOSAL EVALUATION PROCEDURE**

The Authority has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated below.

The categories of evaluation criteria, in order of importance, are as follows:

- Adherence to Preferred Qualifications
- Respondent Questionnaire
- Price of Requested Services
- Technical Proposal
- Quality of the Transmittal Letter and Business Proposal
- Diversity Participation Plan

Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous for the RFP - Coreless Toilet Paper and Dispensers, taking into account all of the evaluation factors, may be selected by Authority for further action, such as contract negotiations. If, however, the Authority decides that no proposal is sufficiently advantageous to the Authority, the Authority may take whatever further action that is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to finalize a contract with the Respondent, Authority may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

**END OF SECTION FIVE**

**END OF REQUEST FOR PROPOSAL**



## Indianapolis Airport Authority

### EXHIBIT "A1"

### SAMPLE CONTRACT

### PROFESSIONAL SERVICES AGREEMENT

This is a Professional Services Agreement (the "Agreement") by and between the Indianapolis Airport Authority ("IAA") and XXXXXXX ("Contractor"), referred to hereinafter as a "Party" or collectively as the "Parties".

#### W I T N E S S E T H:

**Whereas**, IAA seeks the assistance of a qualified contractor to provide certain professional services;

**Whereas**, Contractor is willing to provide qualified personnel to perform such professional services, as more particularly described in this Agreement.

**Whereas**, Contractor is willing to provide professional services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **I. Scope of Work.**

Contractor shall report to, and act under the direction of, the IAA's Director of \_\_\_\_\_, or his/her designee, in providing the professional services required by this Agreement. Specifically, the Contractor agrees to deliver the professional services which are more particularly described in the Scope of Work attached hereto as "Attachment A" and made a part hereof.

#### **II. Consideration.**

For all the services rendered under this Agreement, IAA shall pay Contractor in accordance with the terms described in Attachment A. Contractor's reimbursable expenses, if any, shall be submitted in accordance with the IAA's Reimbursable Policy, attached hereto as "Attachment B" and made a part hereof. Contractor will be paid only after IAA has received and reviewed the

Contractor's itemized and detailed invoice for services rendered. All payments made to Contractor shall be net thirty (30) days.

**III. Term.**

The term of this Agreement shall begin on XXXXXXXX XX, XXXX and end on XXXXXXXX XX, XXXX (the "Term").

**IV. Option to Renew.**

Prior to the expiration of the Term or any renewal term, IAA may elect to extend this Agreement, in whole or in part, on the same terms and conditions as originally set forth herein. In no event shall any renewal term exceed the length of the original Term.

**V. Access to Records.**

Contractor, and its permitted subcontractors, if any, must provide to IAA, its auditors, and any of its duly authorized representatives, with access to all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor must make such materials available at its office at all reasonable times, and shall maintain and provide access to all of the required records for a period of three (3) years after any termination or expiration of this Agreement. Copies of said materials shall be furnished by Contractor to IAA at \$0.10 per page, if provided by hard copy. If, however, said materials are provided electronically (e.g., via email), IAA will not be charged therefor. Contractor shall provide the requested materials within thirty (30) days after receipt of written notice from IAA.

**VI. Assignment.**

Contractor binds its successors and assigns to all of the terms and conditions of this Agreement. Notwithstanding the foregoing, Contractor agrees that it will not assign, subcontract or otherwise transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, to any person or entity without the IAA's prior written consent thereto.

**VII. Attorney's Fees and Penalties.**

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

**VIII. Changes in the Work.**

If IAA requires a change in scope, character or complexity of the work after same has progressed, then adjustments in compensation to Contractor shall be determined by IAA in the exercise of its honest and reasonable judgment, and Contractor shall not commence the additional work or the change in scope until authorized by IAA in writing. No claim for additional compensation shall be made in the absence of a fully-executed amendment to this Agreement.

**IX. Compliance with Laws.**

Contractor agrees to comply with all applicable state, federal and local laws, rules and regulations in its performance of its obligations hereunder, and, if there is a permitted subcontractor, then Contractor shall ensure compliance by its subcontractors as well. If Contractor is a foreign (out-of-state) entity, it shall furnish a certificate from the Indiana Secretary of State's Office showing that Contractor is properly registered to transact business in the State of Indiana.

**X. Authority's Satisfaction.**

All services provided by Contractor under this Agreement must be performed to IAA's reasonable satisfaction (as determined in IAA's sole judgment) and in accordance with any and all applicable state, federal and local laws, rules and regulations. IAA shall not be obligated to pay for any work determined to be unsatisfactory, inconsistent with this Agreement, or performed in violation of any state, federal or local laws, rules or regulations.

**XI. Confidentiality and Non-Disclosure.**

All Confidential Information shall be held in strict confidence and protected from unauthorized disclosure by Contractor, and shall be used by Contractor only as necessary and required to render performance under this Agreement and for no other purpose, and shall not, under any circumstances, be disclosed to any third party without IAA's prior written consent. The phrase "Confidential Information" shall mean all business, technical, financial, strategic and other data, information, know-how, means, methods, reports, specifications, proposals, studies, analyses, rentals, and other information that is provided by IAA to Contractor.

The phrase "Confidential Information" does not include information that: (i) was in Contractor's possession without an obligation of confidentiality at the time of disclosure by IAA; (ii) prior to or after the time of disclosure by IAA, becomes part of the public domain without the act or omission of Contractor; (iii) was disclosed to Contractor by a third party, provided that such third party is under no legal obligation to maintain the confidentiality of such information; (iv) was independently developed by Contractor without reliance upon or use of the Confidential Information; or (v) was disclosed in accordance with a judicial or other governmental order or statutory requirement, provided that Contractor gives reasonable notice to IAA prior to such disclosure and, upon IAA's request,

Contractor consults with and reasonably assists IAA in its efforts to minimize or prevent such disclosure.

Contractor shall maintain the strict confidential nature of the Confidential Information in its possession or control by taking all commercially reasonable steps to protect such information from unauthorized use, access and/or disclosure. Contractor may disclose the Confidential Information only to those employees who have a "need-to-know", and shall timely instruct all such employees of the confidentiality obligations under this Agreement. Contractor agrees to be fully responsible and liable for any unauthorized use, access or disclosure of Confidential Information by any of its employees; and any such unauthorized use, access or disclosure by an employee shall be deemed to be, and considered, a breach of this Agreement by Contractor, entitling IAA to all damages and remedies available at law, in equity, or this Agreement.

Contractor agrees to promptly return all of the Confidential Information at IAA's written request, or to destroy same and then certify to such destruction in writing to IAA. Contractor shall promptly notify IAA upon discovery of any unauthorized use, access or disclosure of Confidential Information or any breach of this Agreement by Contractor or its employee(s). The Parties acknowledge that a breach of the terms and conditions of this Section XI by Contractor may result in significant damages to IAA, not completely compensable monetarily; and Contractor agrees that IAA shall be entitled to apply for injunctive and other appropriate relief in a court of appropriate jurisdiction in the event of any breach, or threatened breach, of any of the terms or conditions of this Agreement, in which event Contractor will not oppose or challenge any such application on the basis that damages would be a satisfactory or sufficient remedy. The obligations, rights and remedies of this Section XI shall survive any termination or expiration of this Agreement for a period of five (5) years.

## **XII. Default.**

The following shall constitute an "Event of Default" for which IAA may terminate this Agreement, in whole or in part:

- (1) Contractor's failure to cure any breach of this Agreement within ten (10) days after receipt of written notice thereof from IAA;
- (2) Contractor's failure to provide services in accordance with the specifications set forth in the Scope of Work; or
- (3) Contractor's failure to perform any of its obligations under this Agreement.

IAA's rights and remedies are not exclusive and are in addition to any other rights and remedies available by law, in equity, or under this Agreement.

### **XIII. Governing Laws and Dispute Resolution.**

This Agreement shall be governed by and construed under laws of the State of Indiana. Any litigation arising under this Agreement shall be commenced and maintained only in state or federal courts situated in Marion County, Indiana. The Parties consent to the personal jurisdiction of, and venue in, such courts, and waive any right to object to this designation of jurisdiction and venue in the future.

### **XIV. Indemnification.**

Contractor agrees to indemnify, defend and hold IAA, its officers, directors, agents and employees, harmless from and against any and all claims, actions, damages, liabilities, losses, costs, fines, penalties, judgments, demands and expenses, including all reasonable costs for investigation and defense thereof, claimed by anyone by reason of injury or damage to persons or property sustained in or about any property owned or occupied by IAA (e.g., Indianapolis International Airport), as a proximate result of the acts or omissions of Contractor, its employees, agents, representatives, or subcontractors, or arising out of or in connection with, directly or indirectly, the operations of Contractor upon or about any property owned or occupied by IAA, excepting such liability as may result from the sole gross negligence of IAA, its officers or employees. The indemnification and hold harmless obligations set forth in this Section XIV shall survive expiration or termination of this Agreement.

### **XV. Responsibility for Claims and Liabilities.**

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

### **XVI. Worker's Compensation Insurance.**

Contractor shall procure and maintain, at its expense, insurance of the kind and in the amount hereinafter provided, by financially responsible and qualified companies which are authorized to do business in the State of Indiana, covering all operations under this Agreement, whether performed by Contractor or its subcontractor(s). The following insurance requirements do not limit, in any way, the amount or scope of liability of Contractor under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that IAA is willing to accept in order to help ensure full performance of the terms of this Agreement.

Prior to commencing any work under this Agreement, Contractor agrees to provide a certificate of insurance to IAA, in a form acceptable to IAA, showing

that Contractor has complied with the obligations under this Section XVI. The certificate of insurance shall designate IAA as an additional insured. No policy of insurance or coverages shall be changed or terminated until at least thirty (30) days prior written notice thereof has been given to IAA.

The following insurance coverages are required to be provided by Contractor under this Agreement:

- (1) Policy covering the obligations of Contractor in accordance with the provisions of Indiana's Worker Compensation laws;
- (2) Policy for comprehensive general liability in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, insuring Contractor from liability in connection with bodily injury (including wrongful death), personal injury, and property damage resulting from Contractor's performance under this Agreement;
- (3) Commercial auto liability insurance covering all owned, non-owned, hired, licensed or unlicensed vehicles or leased vehicles, and providing automatic coverage for newly-acquired vehicles, including the loading and unloading, with a combined single limit for bodily injury and property damage in the amount of One Million Dollars (\$1,000,000.00) per occurrence; and
- (4) In lieu of the total limits of liability being provided under the general and auto liability insurance, Contractor may provide the liability limit specified by means of a combination of primary and umbrella liability insurance. The umbrella liability coverage must be as broad, or broader, than the primary insurance policies.

**XVII. Independent Contractor.**

Both Parties will be acting in an individual capacity in the performance of this Agreement, and not be acting as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. Contractor will be responsible for providing all necessary Unemployment and Workers Compensation Insurance for its employees.

**XVIII. Minority, Woman and Veteran Owned Business Enterprises.**

It is IAA's policy that Minority, Woman and Veteran Owned Business Enterprises shall have the maximum opportunity to participate in the performance of this Agreement. In this regard, Contractor agrees to take any and all necessary steps in order to ensure that Minority, Woman, and Veteran Owned Business Enterprises are given fair and equal opportunities to participate in the execution of this Agreement.

**XIX. No Third Party Rights.**

Nothing contained in this Agreement will create a contractual relationship with, or cause of action in favor of, a third party against either IAA or Contractor.

**XX. Non-Discrimination and Other Assurances.**

Pursuant to Ind.Code § 22-9-1-10 and the Civil Rights Act of 1964, Contractor, its agents and subcontractors, shall not discriminate against any employee or applicant for employment in the performance of this Agreement. Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal laws, rules, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.

**XXI. Non-Waiver.**

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

**XXII. Ownership of Documents/Materials.**

Items prepared by Contractor (or its permitted subcontractors or agents) under this Agreement, including, but not limited to, all reports, documents, drawings, designs, concepts, images, renderings, models, estimates, specifications, reports and other materials (the "Works") are and shall be the IAA's property.

Contractor hereby represents that it is the owner of and hereby assigns to IAA all rights, title and interest, including all copyrights, copyright registrations, copyright applications, renewals, extensions, and all other proprietary or ownership rights, in all Works and things created by Contractor, in whole or in part, or hereafter created by Contractor, in connection with this Agreement, including, but not limited to, any and all works based upon, derived from, or incorporating any Works.

In the event of termination of Contractor under this Agreement, or termination, suspension, abandonment or completion of the tasks outlined herein, then, in such event, Contractor shall deliver to IAA within ten (10) days all Works created by Contractor in connection with this Agreement. IAA, as holder of all rights, title and interest, including all copyrights, in all Works created by Contractor,

shall have the right to use, or reuse, any and all such Works for any purpose at IAA's sole discretion and at no additional cost to IAA.

Contractor agrees that its contracts with any subcontractors or consultants will contain language that will assign ownership of Works and things created by such subcontractors or consultants to IAA, on the same terms and conditions as set forth in this Section XXII.

**XXIII. Performance.**

This Agreement shall be deemed to have been substantially performed only if and when it is fully performed according to its terms and conditions.

**XXIV. Severability.**

If one or more clauses, sections or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is agreed that the remainder of this Agreement, and the enforceable portion(s) of any unenforceable provisions, shall remain in full force and effect.

**XXV. Special Provisions.**

The remedies provided in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided by law. Failure of any Party to exercise any remedy at any time shall not operate as a waiver of the right of such Party to exercise any remedy for the same or subsequent default at any time thereafter.

**XXVI. Suspension and Termination.**

If either Party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of natural disasters, acts of God, actions or decrees of government bodies (excluding IAA), then, in such event, the Party so affected may immediately give written notice to the other Party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, all obligations under this Agreement are suspended. If the period of non-performance exceeds thirty (30) days after receipt of notice, either Party may, by giving written notice, terminate this Agreement.

**XXVII. Taxes.**

IAA is exempt from state, federal and local taxes. IAA will not be responsible for any taxes levied on Contractor as a result of this Agreement.

**XXVIII. Termination for Convenience.**

This Agreement may be terminated, in whole or in part, by either Party, whenever, for any reason, Party determines that such termination is in the best interests of IAA. Termination shall be effected by delivery to other Party of a termination notice at least fifteen (15) days prior to the effective date of termination. Contractor shall be compensated for services rendered prior to the effective date of termination.

**XXIX. Working Standards.**

Contractor agrees to execute its responsibilities by following and applying, at all times, the highest degree of care expected from contractors in the United States providing similar services such as those required under this Agreement. If IAA becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, IAA may request, in writing, the replacement of any or all such individuals.

**XXX. Integration and Captions.**

This document incorporates the entire agreement of the Parties and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may not be amended except by a writing executed by both Parties. The headings and section titles of this Agreement are inserted only as a matter of reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

**XXXI. E-Verify Program Requirements.**

Pursuant to Ind.Code § 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Any failure by Contractor to remedy a violation of Ind.Code § 22-5-1.7 within thirty (30) days after notice of such violation from IAA, requires that IAA terminate this Agreement, unless such termination is detrimental to the public interest or public property. Furthermore, on or immediately prior to the effective date of this Agreement, Contractor agrees to sign, notarize and return the Affidavit attached hereto as "Attachment C" and made a part hereof.

**NON-COLLUSION AFFIDAVIT**

I hereby certify that I am the duly authorized representative of Contractor and that neither I, nor any other member, employee, representative, agent or officer of Contractor, has directly or indirectly, to the best of his/her knowledge:

(1) Entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration to any entity or person other than a bona fide employee working solely for me or Contractor, to solicit or secure this Agreement other than that which appears on the face of this Agreement; or

(2) Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any entity or person in connection with carrying out this Agreement.

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

Printed:\_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have caused their respective duly authorized representatives to execute this Agreement on this \_\_\_\_\_, 201\_.

**Name of Business**

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

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

\_\_\_\_\_  
Date

INDIANAPOLIS AIRPORT AUTHORITY \*

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

Printed: \_\_\_\_\_

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

Approved as to Form & Legality:

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

IAA Legal Department

\* Signature authorized by IAA Resolution No. 6-2013

**ATTACHMENT A**

**SCOPE OF WORK AND PRICE**

1. Scope of Work:

The purpose of the Agreement is for Contractor to perform the following:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

2. Resources Assigned:

Contractor's consultant assigned to IAA is XXXXXXX.

3. Consideration/Price:

For the services provided under the Agreement, IAA agrees to pay Contractor the hourly billing rate of \$XXX.XX. Services are not to exceed \$XXXX.

## **ATTACHMENT B**

### **REIMBURSABLE POLICY**

Notwithstanding anything in the Agreement to the contrary, the following guidelines describe the types of expenses that are eligible for reimbursement to Contractor related to the services provided under the Agreement. It describes the conditions under which they will be allowed and the back-up documentation required to provide the appropriate evidence that the expenses were incurred.

#### **Travel & Lodging**

Only as reasonable and authorized in advance, in writing, by IAA.

#### **Entertainment & Living Expenses**

None allowed.

#### **Telephones, Radios and Data Communications**

None allowed.

#### **Office Services**

Reasonable copying charges, as authorized in advance, in writing, by IAA.

#### **Reimbursable Expenses not addressed in these Guidelines**

Any expenses not listed in these Guidelines must be discussed and authorized in advance, in writing, by IAA.

ATTACHMENT C

Affidavit re Ind. Code § 22-5-1.7 (E-Verify Program Requirements)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, having been duly sworn upon his/her oath, deposes and says that the "Contractor" named under said Professional Services Agreement with the IAA, does not employ unauthorized aliens to the best of his/her knowledge and belief, and hereby signs this Affidavit to verify same where indicated below.

\_\_\_\_\_  
(Signature)

Subscribed and sworn by me, a notary public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Notary Public:

\_\_\_\_\_  
(Signature)

My Commission Expires:

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_



Indianapolis Airport Authority

**Exhibit "A2"**

**QUANTITY PURCHASE AGREEMENT FOR**

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**Agreement made as of the \_\_\_\_ day of \_\_\_\_\_ in the year of 201\_.**

**BETWEEN:**

Indianapolis Airport Authority  
7800 Col. H. Weir Cook Memorial Drive  
Suite 100  
Indianapolis, IN 46241

and the Supplier:

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-----  
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For:

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**QUANTITY PURCHASE AGREEMENT FOR PURCHASE OF \_\_\_\_\_**

This is a Quantity Purchase Agreement (“QPA”) by and between the Indianapolis Airport Authority (hereafter referred to as the “Authority” and \_\_\_\_\_ (hereafter referred to as \_\_\_\_\_ and/or where appropriate “Supplier”), referred to hereinafter as “Party” or collectively as “Parties.”

Whereas, the Authority seeks the opportunity to purchase \_\_\_\_\_ from the Supplier;

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

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

Now, therefore, the above named Parties enter into this QPA upon the following terms and conditions:

**I. Scope of Work**

The Authority shall purchase from the Supplier the \_\_\_\_\_ per Attachment A.

Products set forth in this QPA shall only be provided in the event a purchase order is issued by the Authority or if a verbal emergency order is given. The Authority is under no obligation to purchase any quantity of items under this QPA. Further, there is no limit, minimum or maximum, on the number of purchase orders, verbal emergency orders or total volume purchased of \_\_\_\_\_.

**II. Consideration**

For all \_\_\_\_\_ delivered under this QPA, the Authority agrees to pay the Supplier the unit price(s) set forth in Attachment A. Prices listed for each product may be adjusted downward without prior approval of the Authority. Payments to be made under this Agreement shall be made by check or credit card. Payments terms are net 30, unless credit card payment is accepted in which event payment terms are net 10. The Supplier will be paid only after the Authority has received and reviewed the Supplier’s itemized invoice for products supplied.

No surcharges of any kind shall be assessed without the prior consent of the Authority.

The Authority has supplied usage estimates for bidding purposes; however, Supplier understands that the Authority is under no obligation to purchase any amount of product. The Authority reserves the right to purchase substantially more or less than the estimated amount(s).

### **III. Term**

This QPA shall commence on date of execution and shall expire on \_\_\_\_\_

### **IV. Option to Renew**

Prior to the expiration of the Term or any renewal term, the Authority may elect to extend this QPA, in whole or in part, for a period of one (1) year. The cumulative term of the QPA including any renewals, shall not exceed four (4) years with renewals negotiated at one (1) year increments. Any such renewal shall be subject to the same terms and conditions set forth in this QPA. In no event shall any Renewal Term exceed the Term of the original agreement.

### **V. Access to Records**

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

### **VI. Assignment**

The Supplier binds its successors and assignees to all the terms and conditions of this QPA.

The Supplier may assign its right to receive payments to such third parties as the Supplier may desire without the prior written consent of the Authority, provided that the Supplier gives written notice (including evidence of such assignment) to the Authority thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this QPA and shall not be made to more than one (1) party.

Notwithstanding the foregoing, the Supplier shall not assign or sub-contract the whole or any part of this QPA to any other person or entity without the prior written consent of the Authority.

## **VII. Attorney's Fees and Penalties**

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

## **VIII. Changes in the Work**

The Supplier shall only provide those products listed as part of this QPA, unless authorized in writing by the Authority. No claim for additional compensation shall be made in the absence of prior written approval executed by all signatories hereto.

## **IX. Compliance with Laws**

The Supplier specifically agrees to comply with any and all applicable state, federal, and local statutes, ordinances, and regulations in its performance of the obligations hereunder and shall ensure subcontractors compliance with the same. The enactment of any state or federal statute or the promulgation of regulations there under, after execution of this QPA, shall be reviewed by the Authority or its designee and the Supplier to determine whether the provisions of this QPA require formal amendment.

If the Supplier is a foreign (out-of-state) entity, it shall be required to furnish a certificate from the Secretary of the State of Indiana showing that the corporation is registered and authorized to transact business in the State of Indiana.

## **X. Confidentiality of Authority Information**

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

## **XI. Default**

The following shall constitute an Event of Default, for which the Authority may terminate this QPA in whole or in part:

- a. Supplier's failure to correct or cure any breach of this QPA;
- b. Supplier's failure to provide products in accordance with the specifications set forth in the Authority's Documents;
- c. Supplier's failure to deliver any of the products within the time specified in this QPA or any extension;
- d. Supplier's failure to make progress so as to endanger performance of this QPA; or
- e. Supplier's failure to perform any of the other provisions of this QPA.

If the Authority terminates this QPA in whole or in part, due to any Event of Default outlined in this Section, it may acquire, under the terms and in the manner the Authority considers appropriate, products similar to those set forth in this QPA, and Supplier will be liable to the Authority for any excess costs for and related to the acquisition of those products. However, Supplier shall continue the work not terminated.

The rights and remedies of the Authority in this clause are not exclusive and are in addition to any other rights and remedies provided by law or under this QPA.

## **XII. Dispute Resolution and Governing Laws**

This QPA shall be constructed in accordance with and governed by the laws of the State of Indiana, excluding any provisions thereof that might refer construction or interpretation of this QPA to the substantive law of another jurisdiction. Any litigation arising under this QPA shall be commenced and maintained only in the state or federal courts situated in Marion County, Indiana. The Authority and the Supplier consent to the personal jurisdiction of, and venue in, such courts, and waive any right to object to this designation of jurisdiction and venue in the future.

## **XIII. Indemnification**

The Supplier shall keep and hold the Authority and its officers, directors, agents, servants and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorney's fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or about the Indianapolis International Airport ("Airport") and/or the Reliever Airports under the jurisdiction of the Authority as a proximate result of the acts or omissions of the Supplier, its agents, servants, or employees, or arising out of the

operations of the Supplier upon or about the Airport, excepting such liability as may result from the sole gross negligence of the Authority, its officers, directors, agents, servants or employees; provided, however, that upon the filing of any claim with the Authority for damages arising out of incidents for which the Supplier herein agrees to hold Authority harmless, then and in that event, the Authority shall notify Supplier of such claim and Supplier shall have the right to settle, compromise or defend same. Supplier shall further use legal counsel reasonably acceptable to the Authority in carrying out Supplier's obligations hereunder. Any final judgment rendered against the Authority for any cause for which Supplier is liable hereunder shall be conclusive against Supplier as to liability and amount, where the time for appeal there from has expired. The indemnity provision set forth herein shall survive the expiration or early termination of this QPA.

#### **XIV. Intellectual Property**

The Supplier warrants that the products provided under this QPA do not infringe the patent, trademark, trade secret, copyright, or other proprietary right ("Intellectual Property Right") of any third party. The Supplier shall defend all actions and claims charging infringement of any Intellectual Property Right and shall indemnify and hold harmless the Authority from any resulting loss or damage, including reasonable attorney's fees.

#### **XV. Responsibility for Claims and Liabilities**

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

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

#### **XVI. Successors and Assignees**

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

## **XVII. Worker's Compensation and Liability Insurance**

Supplier shall procure and maintain at its expense insurance of the kind and in the amount hereinafter provided, by companies authorized to do such business in the State of Indiana, covering all operations under this QPA whether performed by the Supplier or by an approved subcontractor. The insurance requirements set forth below do not in any way limit the amount or scope of liability of the Supplier under this QPA. The amounts listed indicate only the minimum amounts of insurance coverage that the Authority is willing to accept to help ensure full performance of all terms and conditions of this QPA.

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

The kinds and amounts of insurance required as follows:

1. Policy covering the obligations of the Supplier in accordance with the provisions of Indiana's Worker's Compensation Law. This QPA shall be void and of no effect unless the Supplier procures such a policy and maintains it until the acceptance of the work or services provided under this QPA are declared accepted.
2. Supplier shall provide Comprehensive General Liability insurance with a financially responsible underwriter of not less than Two Million Dollars (\$2,000,000.00) per occurrence, insuring Supplier from liability from bodily injury (including wrongful death), personal injury, and damage to property resulting from Supplier's performance of this Agreement.
3. Commercial automobile liability insurance covering all owned non-owned, hired, licensed or unlicensed vehicles or leased vehicles and providing automatic coverage for newly acquired vehicles, including the loading or unloading, with a combined single limit for bodily injury and property damage in the amount of One Million Dollars (\$1,000,000.00), per occurrence.
4. In lieu of the total limits of liability being provided under general and automobile liability insurance, the Supplier may provide the liability limit specified by means of a combination of primary and umbrella liability insurance. The umbrella liability coverage must be as broad or broader than the primary insurance policies.

## **XVIII. Minority and Woman Owned Business Enterprises**

It is the policy of the Authority that Minority and Woman-Owned Business Enterprises shall have the maximum opportunity to participate in the performance of this QPA.

In this regard, the Supplier shall take all necessary and reasonable steps to ensure that Minority and Woman-Owned Business Enterprises are given fair and equal opportunities to participate in the execution of this Agreement. The Supplier shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Authority-assisted contracts.

## **XIX. No Third Party Rights**

Nothing contained in this QPA shall create a contractual relationship with or cause of action in favor of a third party against either the Authority or the Supplier.

## **XX. Non-Discrimination and Other Assurances**

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964 the Supplier, and its agents, and subcontractors shall not discriminate against any employee or applicant for employment in the performance of this QPA. . The Supplier shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this QPA. Acceptance of this QPA also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age sex, disability or status as a veteran.

## **XXI. Non-Waiver**

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

## **XXII. Order of Precedence; Incorporation by Reference**

Any inconsistency or ambiguity in this QPA shall be resolved by giving precedence in the following order: (1) this QPA (2) Authority purchase order, (3) Authority's Bid Documents, (4) Authority's attachments, (5) Supplier's Response, (6) Supplier's attachments. All of the foregoing, including documents and attachments, are incorporated fully by reference.

### **XXIII. Performance**

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

### **XXIV. Severability**

If one or more clauses, sections, or provisions of this QPA shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of this QPA and the enforceable portion(s) of unenforceable provisions shall remain in full force and effect.

### **XXV. Special Provisions**

The remedies provided in this QPA shall be cumulative and no one shall be construed as exclusive of any other or of any remedy provided by law and failure of any Party to exercise any remedy at any time shall not operate as a waiver of the right of such Party to exercise any remedy for the same or subsequent default at any time thereafter.

### **XXVI. Suspension and Termination**

In the event that either Party is unable to perform any of its obligations under this QPA, or to enjoy any of its benefits because of natural disasters, actions or decrees of government bodies, the Party which has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this QPA are suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this QPA.

### **XXVII. Taxes**

The Authority is exempt from state, federal and local taxes. The Authority will not be responsible for any taxes levied on Supplier as a result of this QPA.

### **XXVIII. Termination for Convenience**

This QPA may be terminated in whole or in part by the Authority whenever, for any reason, the Authority determines that such termination is in the best interest of the Authority. Termination of services shall be affected by delivery to the Supplier of a termination notice at least ten (10) days prior to the effective date of the termination, specifying the extent to which products are to be provided until the termination becomes effective. The Supplier shall be

compensated for services rendered prior to the effective date of termination. In no event shall the Authority be liable for products received by the Authority after the effective date of termination. The Supplier shall be compensated for services herein provided, but in no case shall total payments made to the Supplier exceed the original price due on the QPA.

### **XXIX. Working Standards**

The Supplier agrees to execute its responsibilities by following and applying at all times the highest degree of care expected from suppliers in the United States providing similar services such as those required under this QPA. If the Authority becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this QPA, the Authority may request in writing the replacement of any or all such individuals and the Supplier shall grant such request.

### **XXX. Integration**

This document incorporates the entire agreement of the Parties and supersedes all prior discussions or agreements concerning any subject matter related hereto. This QPA may not be amended except by a writing executed by the Parties hereto. The Parties having read and understood the foregoing terms of the attached QPA do by their respective signatures dated below, hereby agree to the terms hereof.

### **XXXI. Captions**

The headings and section titles of this QPA are inserted only as a matter of reference, and in no way define, limit or describe the scope or intent of any provision of this QPA.

### **XXXII. E-Verify Program Requirements.**

Pursuant to Ind. Code § 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Any failure by Contractor to remedy a violation of Ind. Code § 22-5-1.7 within thirty (30) days after notice of such violation from IAA, requires that IAA terminate this Agreement, unless such termination is detrimental to the public interest or public property. Furthermore, on or immediately prior to the effective date of this Agreement, Contractor agrees to sign, notarize and return the Affidavit attached hereto as "Exhibit B" and made a part hereof.

**XXXIII. Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the QPA.

IN TESTIMONY WHEREOF, the Parties have executed this QPA, the day and year above referenced.

**Name of Business**

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

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

\_\_\_\_\_  
Date

INDIANAPOLIS AIRPORT AUTHORITY \*

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

Printed: \_\_\_\_\_

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

Approved as to Form & Legality:

By: \_\_\_\_\_  
IAA Legal Department

\* Signature authorized by IAA Resolution No. 6-2013

## Attachment "A"

ATTACHMENT B

Affidavit re Ind. Code § 22-5-1.7 (E-Verify Program Requirements)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, having been duly sworn upon his/her oath, deposes and says that the "Contractor" named under said Professional Services Agreement with the IAA, does not employ unauthorized aliens to the best of his/her knowledge and belief, and hereby signs this Affidavit to verify same where indicated below.

\_\_\_\_\_  
(Signature)

Subscribed and sworn by me, a notary public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Notary Public:

\_\_\_\_\_  
(Signature)

My Commission Expires:

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "B" - PRICING SHEET**

RESPONSE TO: Request for Proposals  
Issued by Indianapolis Airport Authority

NAME OF RFP: Coreless Toilet Paper and Dispensers

Remit to: Indianapolis Airport Authority  
Owen Hartnett, Procurement Coordinator  
7800 Col. H. Weir Cook Memorial Dr.  
Indianapolis, IN 46241

Due Date: September 2, 2016 at 2:00 p.m. Local Time

Vendor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please Follow Instructions Included In Solicitation Package

**NOTICE: If respondent wishes to propose pricing for more than one product that meets the required specifications, please provide a signed Exhibit "C" pricing sheet for each product proposed.** All prices are assumed valid for ninety (90) days from the proposal opening date unless otherwise noted. If a contract is executed, the prices indicated below will remain in effect for three hundred sixty five (365) days from the date of contract execution. When a proposal is submitted, the Vendor is agreeing to meet or exceed the specifications set forth in this RFP, unless otherwise noted in the proposal submitted. Brand names and item numbers in this pricing sheet are for reference only, and all equivalent items will be considered if they meet the required specifications. If quoting the exact brand/item in the description, provide the case size, unit cost, and extended cost in the columns to the right as well as pricing options for the dispensers. If quoting an equivalent paper product/dispenser that meets specifications, please list the manufacturer/brand name and product number in the row underneath the relevant item. (IMPORTANT: Respondent must furnish catalogue pages, specification sheets, or similar data to support the product equivalency. The Indianapolis Airport Authority reserves the right to determine if proposed items are acceptable substitutes, and may call upon the respondent to provide a sample within 48 hours. Proposals received without supporting materials will be deemed unresponsive and rejected. This additional material is not considered part of the page limit for this RFP.) The brand of toilet paper proposed must be compatible with the brand of dispenser proposed. The Indianapolis Airport Authority reserves the right to award separate contracts or for any combination of a line or a class of supplies contained in this solicitation. If you are not willing to accept a split award, your request must include the statement "Proposing All or None" in the comments field below.

**Toilet Paper**

Line	Quantity	Description	Unit of Measure	Estimated Annual Usage	Case Size (amount per case)	Unit Cost (per case) - if unit cost is dependent upon service agreement for dispensers, list both unit costs with and without service agreement.	Extended Cost (Number of cases equal to est annual usage * Unit Cost)
1	variable (see estimate)	2-ply Coreless Jumbo Roll Toilet Paper (SCOTT SKU: 07006 or equivalent)	case	3000 cases (12/cs)			
Specify Manufacturer Name*:			Specify Product #*:				

\* Must provide catalogue pages, specification sheets, or similar data to support product equivalency if proposed item is different than item listed above.

**Dispensers**

Line	Quantity	Description	Unit Cost (if purchased)	Free with Service agreement? (If yes, provide details of agreement in comments field and attach a sample agreement letter with full terms.)
2	200+ (Approximate)	Jumbo Roll Twin Bathroom Tissue Dispenser (KIMBERLY-CLARK PROFESSIONAL SKU: 39731 or equivalent)		<b>Yes / No</b>
Specify Manufacturer Name*:			Specify Product #*:	

\* Must provide catalogue pages, specification sheets, or similar data to support product equivalency if proposed item is different than item listed above.

**Dispensers      Installation**

Line	Quantity	Description	Uninstallation Cost	Installation Cost	Total Cost
3	1	Uninstallation of current dispensers/Installation of new dispensers for approx. 200 dispensers			

Comments:

<b>To be valid, all proposals must be signed manually.</b>		
Representative Signature certifies no proposal on this request has been submitted by Officers, representatives or an affiliate of this firm under another name. Further, we have read and agree to the specifications, Scope of Work, terms and conditions for this request unless noted in the proposal submitted.		
Signature:		Date of Proposal:
Typed Name of Representative:		Telephone Number:
Title of Representative:		Shipment must be FOB Destination. When can you ship?
<b>The Indianapolis Airport Authority reserves the right to accept or reject, in whole or in part, the foregoing proposal.</b>		

**EXHIBIT “C” SPECIFICATIONS FORM  
CORELESS TOILET PAPER AND DISPENSERS**

**SPECIFICATIONS AND COMPLIANCE FORM  
DESIGNED TO  
PROCURE CORELESS TOILET PAPER AND DISPENSERS  
FOR THE  
INDIANAPOLIS INTERNATIONAL AIRPORT**

# Indianapolis Airport Authority's Minimum Specifications and Compliance Form for Coreless Toilet Paper and Dispensers



## Indianapolis Airport Authority

**This specifications and compliance form contemplates the furnishing and delivery of Coreless Toilet Paper and Dispensers. Only proposals submitted with this Specifications and Compliance Form completed and returned will be accepted. Equipment and goods specifically mentioned by name are used to establish the minimum standards of quality and performance. Equipment and goods not herein mentioned but possessing the same degree of quality or greater and capable of producing the same results as those specified, will be considered unless otherwise specified. If an exception to an item below is made with this belief then substantiation must be provide in the comments. The Indianapolis Airport Authority reserves the right to make the final determination of quality and performance. The Indianapolis Airport Authority reserves the right to reject or to accept none, all, or part of any proposal submitted; to waive technicalities in any or all proposals; and to accept the most advantageous proposal as to price, quality, and adaptability for the work performed. These specifications require the doing of all things necessary or proper for, or incidental to the furnishing of said product(s) and services.**

### 01: COMPLIANCE

Item	Item Description	Compliance	
01:001	Proposals for coreless toilet paper and dispensers indicated in this RFP will <b>not</b> be accepted on any forms but this one.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Comments:			
01:002	If any part of an item is not in compliance then that item must be marked “No” and an exception to that item is taken. An explanation can be provided in the comments.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Comments:			
01:003	An additional comments section is provided at the end of this form if more space is needed to complete any comment. Entries in the additional comment section should follow the order of the specifications and compliance form and be labeled with the original section title, number, and page of the item (e.g. <b>01: Compliance, Item 01:003, Page 1: Note additional comments</b> ).	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Comments:			



# Indianapolis Airport Authority's Minimum Specifications and Compliance Form for Coreless Toilet Paper and Dispensers

Item	Item Description	Compliance	
01:004	If product that is proposed is not compliant with any item marked "Yes" for compliance then respondent will be responsible at respondent's expense to make any and all changes necessary to make product compliant.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Comments:			
01:005	If an item seems to have exclusionary specifications of another item then the item providing the Indianapolis Airport Authority with the higher quality or greater performance will be provided unless directed otherwise by addendum.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Comments:			
01:006	The Indianapolis Airport Authority reserves the right to make the final determination of quality and performance.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Comments:			
01:007	The Indianapolis Airport Authority reserves the right to reject or to accept none, all, or part, of any proposal submitted; to waive technicalities in any or all proposals; and to accept the most advantageous proposal as to price, quality, and adaptability, for the work performed.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Comments:			
01:008	These specifications require the doing of all things necessary, or proper for, or incidental to, the furnishing of said unit(s) complete and fully functional even if an item is omitted.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Comments:			
01:009	Any proposal submitted must be valid for <b>90 days</b> from the date of the proposal opening.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Comments:			

## 02: GENERAL

Item	Item Description	Compliance	
02:001	All coreless toilet paper brands that are proposed must be compatible with the dispenser proposed by the respondent in the pricing sheet Exhibit "B".	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Comments:			
02:002	No experimental or untried product may be proposed or utilized in the final proposal.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Comments:			
02:003	Respondent must have the capacity to provide next-day (24 hour) delivery service for all toilet paper products proposed.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Comments:			
02:004	Respondent must retain a minimum of one-month's estimated inventory of all paper products proposed at their warehouse.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Comments:			







## **EXHIBIT “D” RESPONDENT QUESTIONNAIRE**

### **Company Information and Background**

1. Please provide a brief description of your company, including the ownership structure.
2. Has your company name changed in the last five (5) years? If so, please reference the former name of your company.
3. Is your company or, if applicable, its parent company currently involved in any bankruptcy proceedings?
4. Please list and provide a brief description of all litigation matters filed against your company and, if applicable, its parent company since January 1, 2010.
5. Please certify that no federal or state suspension or debarment is in place, which would preclude receiving a state or federally funded award.

### **Company Experience**

6. Provide an overview of your company’s history as it relates to the project described within this RFP.

### **Company Capacity**

7. Provide a summary of company locations, expertise, and size.
8. Describe your ability to provide contract service, annual preventative maintenance, and guaranteed Priority Response Time. The authority requires the capacity for next day delivery of toilet paper, and in rare events, emergency delivery within a few hours. Please explain how your company is able to fulfill these requirements.
9. In addition to question 8, the authority requires 24 hour delivery service to be available. Please indicate your cutoff time to place an order for next day delivery as well as when it can be delivered (for example, orders placed before 12pm will arrive no later than 10am the next day). Please indicate any additional fees (if any) associated with providing this service.

### **Additional Information**

10. Explain how you will ensure that the uninstallation of the old dispensers as well as the installation of the new dispensers will be professionally accomplished to the satisfaction of the Authority.
11. Provide details on the extent of service provided both during and after manufacturer warranty periods of the dispensers to be installed. Please indicate response time, repairs to units (both during and after warranty periods), and replacement of defective units.

**Exhibit "E"**  
**Non-Collusion Certification**  
**(see attached document)**

# NON-COLLUSION CERTIFICATION

This is to certify that the Proposer/Respondent being duly affirmed under oath says, that he or she is the contracting party or a duly authorized representative or agent for the Proposer/Respondent; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the attached contract other than that which appears upon the face of the contract.

## SIGNATURE

This is to certify that the Proposer/Respondent or any person authorized on behalf of the Proposer/Respondent has examined, understands and agrees to the specifications, including General and Special conditions set forth in this document.

## PROPOSER/RESPONDENT

-----

## FEDERAL ID NUMBER

-----

(Circle to indicate if your FIN is a TIN or SSN)

## ADDRESS

-----

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TYPE OF BUSINESS (i.e. Corporate, Sole Proprietor, LLC, etc.)

-----

TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_ FAX NUMBER (\_\_\_\_) \_\_\_\_\_

-----

## E-MAIL ADDRESS:

-----

If awarded a contract, the Proposer/Respondent will provide supplies, equipment, and/or services in accordance with the general conditions, specifications, certifications, and other documents contained within this solicitation.

I, \_\_\_\_\_, the undersigned \_\_\_\_\_  
(Signature of Officer) (Print Office Held) of the above named proposer

under penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, certify that I hold the aforementioned Office in the above Proposer company and that the representations are true and accurate.

**Exhibit "F"**  
**General Sales Tax Exemption Certificate**  
**(see attached document)**

Indiana Department of Revenue  
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue.

**Section 1 (print only)**

Name of Purchaser Indianapolis Airport Authority

Business Address 7800 Col H Weir Cook Mem Drive City Indianapolis State IN Zip 46241

Purchaser must provide minimum of one ID number below.\*

Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate..... 0101743807 - 001  
TID# (10 digits) LOC# (3 digits)

If not registered with the Indiana DOR, provide your State Tax ID Number from another State..... \_\_\_\_\_  
\*See instructions on the reverse side if you do not have either number. State ID# State of Issue

**Section 2**

Is this a  blanket purchase exemption request or a  single purchase exemption request? (check one)

Description of items to be purchased. \_\_\_\_\_

**Section 3**

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

Sales to a retailer, wholesaler, or manufacturer for resale only.

Sale of manufacturing machinery, tools, and equipment to be used directly in direct production.

Sales to nonprofit organizations claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)

Sales of tangible personal property predominately used (greater than 50 percent) in providing public transportation - provide USDOT#. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a school bus operator, must provide their SS# or PID# in lieu of a State ID# in Section #1. USDOT# \_\_\_\_\_

Sales to persons, occupationally engaged as farmers, to be used directly in production of agricultural products for sale. Note: A farmer not possessing a State Business License# may enter a FID# or a SS# in lieu of a State ID# in Section #1.

Sales to a contractor for exempt projects (such as public schools, government, or nonprofits).

Sales to Indiana Governmental Units (agencies, cities, towns, municipalities, public schools, and state universities).

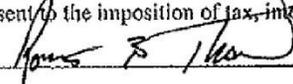
Sales to the United States Federal Government - show agency name. \_\_\_\_\_  
 Note: A U.S. Government agency should enter its Federal Identification Number (FID#) in Section #1 in lieu of a State ID#.

Other - explain. \_\_\_\_\_

**Section 4**

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, (either negligent or intentional), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser  Date 3/15/2011

Printed Name Robert B. Thomson Title Finance Director

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.  
 Seller must keep this certificate on file to support exempt sales.

**EXHIBIT "B" - PRICING SHEET**

RESPONSE TO: Request for Proposals  
Issued by Indianapolis Airport Authority

Remit to: Indianapolis Airport Authority  
Owen Hartnett, Procurement Coordinator  
7800 Col. H. Weir Cook Memorial Dr.  
Indianapolis, IN 46241

NAME OF RFP: Coreless Toilet Paper and Dispensers

Due Date: September 2, 2016 at 2:00 p.m. Local Time

Vendor Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please Follow Instructions Included In Solicitation Package

**NOTICE: If respondent wishes to propose pricing for more than one product that meets the required specifications, please provide a signed Exhibit "C" pricing sheet for each product proposed. All prices are assumed valid for ninety (90) days from the proposal opening date unless otherwise noted. If a contract is executed, the prices indicated below will remain in effect for three hundred sixty five (365) days from the date of contract execution. When a proposal is submitted, the Vendor is agreeing to meet or exceed the specifications set forth in this RFP, unless otherwise noted in the proposal submitted. Brand names and item numbers in this pricing sheet are for reference only, and all equivalent items will be considered if they meet the required specifications. If quoting the exact brand/item in the description, provide the case size, unit cost, and extended cost in the columns to the right as well as pricing options for the dispensers. If quoting an equivalent paper product/dispenser that meets specifications, please list the manufacturer/brand name and product number in the row underneath the relevant item. (IMPORTANT: Respondent must furnish catalogue pages, specification sheets, or similar data to support the product equivalency. The Indianapolis Airport Authority reserves the right to determine if proposed items are acceptable substitutes, and may call upon the respondent to provide a sample within 48 hours. Proposals received without supporting materials will be deemed unresponsive and rejected. This additional material is not considered part of the page limit for this RFP.) The brand of toilet paper proposed must be compatible with the brand of dispenser proposed. The Indianapolis Airport Authority reserves the right to award separate contracts or for any combination of a line or a class of supplies contained in this solicitation. If you are not willing to accept a split award, your request must include the statement "Proposing All or None" in the comments field below.**

**Toilet Paper**

Line	Quantity	Description	Unit of Measure	Estimated Annual Usage	Case Size (amount per case)	Unit Cost (per case) - if unit cost is dependent upon service agreement for dispensers, list both unit costs with and without service agreement.	Extended Cost (Number of cases equal to est annual usage * Unit Cost)
1	variable (see estimate)	2-ply Coreless Jumbo Roll Toilet Paper (SCOTT SKU: 07006 or equivalent)	case	3000 cases (12/cs)			
Specify Manufacturer Name*:			Specify Product #*:				

\* Must provide catalogue pages, specification sheets, or similar data to support product equivalency if proposed item is different than item listed above.

**Dispensers**

Line	Quantity	Description	Unit Cost (if purchased)	Free with Service agreement? (If yes, provide details of agreement in comments field and attach a sample agreement letter with full terms.)
2	200+ (Approximate)	Jumbo Roll Twin Bathroom Tissue Dispenser (KIMBERLY-CLARK PROFESSIONAL SKU: 39731 or equivalent)		<b>Yes / No</b>
Specify Manufacturer Name*:			Specify Product #*:	

\* Must provide catalogue pages, specification sheets, or similar data to support product equivalency if proposed item is different than item listed above.

**Dispensers      Installation**

Line	Quantity	Description	Uninstallation Cost	Installation Cost	Total Cost
3	1	Uninstallation of current dispensers/Installation of new dispensers for approx. 200 dispensers			

Comments:

<b>To be valid, all proposals must be signed manually.</b>	
Representative Signature certifies no proposal on this request has been submitted by Officers, representatives or an affiliate of this firm under another name. Further, we have read and agree to the specifications, Scope of Work, terms and conditions for this request unless noted in the proposal submitted.	
Signature:	Date of Proposal:
Typed Name of Representative:	Telephone Number:
Title of Representative:	Shipment must be FOB Destination. When can you ship?
The Indianapolis Airport Authority reserves the right to accept or reject, in whole or in part, the foregoing proposal.	