

**REQUEST FOR PROPOSALS (RFP)
FOR
Airport Video Monitoring System**

December 1, 2023

SECTION I:

INVITATION

The Chattanooga Metropolitan Airport Authority (CMAA), herein collectively referred to as “CMAA” invites proposals from qualified Contractors for the maintenance of:

“Video Monitoring System”

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals shall be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

**Tentative RFP Schedule
(Subject to change at CMAA's discretion)**

| | |
|---|--|
| 1. Issue RFP | December 1, 2023 |
| 2. Pre-Proposal Walk Through(Mandatory) | December 11 – Time 12:30 PM |
| 3. Written Questions from Contractors due | December 22, 2023 |
| 4. Responses from CMAA Due | January 5, 2024 |
| 5. Proposals Due | January 19, 2024 - Time 2:00 PM |
| 6. RFP Evaluation Completed | January 26, 2024 |
| 7. Contractor Award | February 5, 2024 |

Contractor Shall be prepared to deliver services
by March 1, 2024.

Table of Contents

| | |
|-------------|---|
| Section I | Invitation, Tentative Schedule, Table of Contents |
| Section II | RFP Instructions |
| Section III | Evaluation Criteria |
| Section IV | Scope of Work |
| Section V | Proposal Content and Forms |
| Section VI | Price Form |
| Section VII | Form of Agreement |

SECTION II:

RFP INSTRUCTIONS

A. Pre-Proposal Walk Through

A mandatory pre-proposal walk through will be held at 12:30 PM on December 11, 2024 at the CMAA Terminal, 1001 Airport Road, Chattanooga, TN 37421. All prospective Contractors are required to attend the pre-proposal walk through.

The purpose of the pre-submittal walk through is to review the requirements of this RFP, discuss the facility, and to respond to questions regarding the RFP process. Proposals will not be considered from contractors who do not attend the mandatory walk through. **This meeting will begin promptly at 12:30 PM, any late arrivals will not be allowed to participate in the pre-submittal walk through, and therefore becoming disqualified from the bidding process.**

B. Examination of Proposal Documents

1. By submitting a proposal, Contractors represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve CMAA's objectives.
2. CMAA reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any Contractor for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.

C. Addenda

Substantive CMAA changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. CMAA shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

D. Clarifications

1. Examination of Documents

Should a Contractor require clarifications to this RFP, the Contractor shall notify CMAA in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, CMAA may issue a written addendum clarifying the matter.

2. Submitting Requests

- a. With the exception of oral questions asked at any pre-proposal meetings, all Contractor questions, clarifications or comments shall be submitted in writing and shall be received by CMAA no later than December 22, 2023, and be sent as follows:

Sent via E-mail to:

aivey@chattairport.com.com

- b. All correspondence shall be clearly marked in the subject heading i with "RFP Airport Video Monitoring System - Questions".
- c. Inquiries received after December 22, 2023 may not be accepted.

3. CMAA Responses

CMAA's responses to substantive questions will be communicated in writing by Addendum to each Meeting attendee via e-mail by January 5, 2024.

E. Submission of Proposals

1. Date and Time

All proposals shall be submitted to Chattanooga Metropolitan Airport Authority, Attention: Anne Marie Ivey, Contracts Administrator, no later than **2:00 PM, January 19, 2022**. Proposals received after that date and time may be rejected by CMAA as non-responsive and remain unopened.

2. Address

Proposals shall be sent as follows:

Sent via E-mail to:

aivey@chattairport.com.com

Proposals will be sent by email to CMAA Finance Department, at the address above. It is Contractor's responsibility to ensure that Proposals are received by the CMAA by the deadline.

3. Identification of Proposals

Contractor shall submit a proposal package consisting of:

- a) **signed original proposals**

The proposal package shall be sent as shown above, bearing the Contractor's name and address and typed in the subject line as follows:

"RFP Airport Video Monitoring System"

4. Acceptance of Proposals

- a. CMAA reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. CMAA reserves the right to withdraw this RFP at any time without prior notice and CMAA makes no representations that any contract will be awarded to any Contractor responding to this RFP.

- c. CMAA reserves the right to postpone proposal opening for its own convenience.

F. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Contractor in:

1. preparing its proposal in response to this RFP;
2. submitting the proposal to CMAA;
3. negotiating with CMAA any matter related to the proposal; or
4. any other expenses incurred by the Contractor prior to date of award, if any, of the Agreement.

CMAA shall not, in any event, be liable for any pre-contractual expenses incurred by Contractor in the preparation of its proposal. Contractor shall not include any such expenses as part of its proposal.

G. Contract Award

Issuance of this RFP and receipt of proposals does not commit CMAA to award an Agreement. CMAA reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected Contractor(s) should negotiations with the selected Contractor(s) be terminated, to negotiate with more than one Contractor simultaneously, or to cancel all or part of this RFP.

H. Acceptance of Order

The successful Contractor(s) shall be required to execute a Services Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the Agreement.

I. Public Record

All submitted Proposal documents are subject to Tenn. Code Ann. § 10-7-506, commonly known as the Public Records Act. Information contained in the Proposals may be made public after the review process has been completed in recommendation for award by the CMAA.

J. Documents

All submitted documents become the property of the CMAA.

K. Confidentiality

Selection Announcements, contract awards and all data provided by the CMAA become public documents.

L. Cancellation

The CMAA will retain the right to cancel any contract(s) resulting from this RFP without penalty with 90 calendar days written notice if Contractor fails to fulfill the requirements set forth in this RFP, or in the Contractor's Proposal.

M. Security Access and Background

The selected Contractor's employee(s) assigned to perform on-site work of any kind shall, at Contractor's sole cost and expense, obtain driver training and security badges by attending the CMAA Airport Driver's Training Course, approximately 1 to 2 hour class to obtain the required training. Class times are estimates and may be longer depending on class size. Badges for each employee are not provided to the Contractor and must be paid for by contractors. Subsequent badge replacements are also the responsibility of the Contractor, the cost for which will be increased at CMAA's discretion.

Upon award of Contract to the selected Contractor, all Employees assigned to perform on-site work under this Contract may be required to disclose information about any criminal conviction history and be required to undergo background checks performed through the CMAA, at the Contractor's sole cost and expense, at a time and place, and in a manner, to be determined by the CMAA.

SECTION III:

EVALUATION AND AWARD

CMAA is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are as follows:

1. Have a minimum of three (3) similar maintenance agreements within the last five (5) years providing the same or similar services requested in this RFP.
2. Have sufficient staff and/or sub-Contractors available with experience in the disciplines required for this service.
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of Tennessee Division of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

A. EVALUATION CRITERIA

1. Qualifications of Firm/Past Performance- 40%

Strength and stability of the firm; strength, stability, experience and technical competence of sub-Contractors; logic of project organization; adequacy of labor commitment and past performance.

2. Related Experience - 30%

Experience in providing services similar to those requested herein; experience working with public agencies; assessment by client references.

3. Reasonableness of Cost and Price - 30%

Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.

B. EVALUATION PROCEDURE

All proposals received as specified will be evaluated by CMAA staff in accordance with the above criteria. During the evaluation period, CMAA may do any or all of the following: generate a "short list" and conduct interviews with the top candidates; conduct on-site visits and/or tours of the candidates' places of business; conduct negotiations with the most qualified candidate(s). Contractors should be aware, however, that award may be made without Contractor visits, interviews, or further discussions or negotiations.

C. AWARD

Depending on the dollar amounts of the proposals received, CMAA staff will either select Contractor(s) best meeting the above-specified criteria or submit a recommendation to CMAA Board of Commissioners for consideration and selection, the proposal(s) evaluated by staff to be the most qualified.

If CMAA elects to proceed, final selection of Contractors for interview and notification for interviews is expected to occur on or about January 26, 2024. CMAA anticipates making final selections and awards on or about February 5, 2024

In addition, negotiations may or may not be conducted with Contractors; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any Contractor.

SECTION IV:

SCOPE OF SERVICES – AIRPORT VIDEO MONITORING SYSTEM

PURPOSE:

The CMAA is seeking qualified proposals from interested and qualified security equipment installation and service vendors to install, maintain and monitor video cameras for emergency and routine repair services to the Video Monitoring System (VMS). The VMS provides video surveillance on the airport. Currently, there are cameras incorporated throughout the entire airfield, the majority of which are Avigilon. The major items that make up the VMS include: approximately 142 cameras, 3 DVRs, 3 NVRs, 8 video monitors, and 6 workstations.

MINIMUM PROPOSER REQUIREMENTS:

All Proposers must:

1. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
2. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail, for the help desk functionality.
3. Have at least five (5) years continuous experience in having installed and maintained Camera Systems and provide supporting documentation.
4. Provide references of a minimum of three (3) other customers, one (1) of which should be a government agency, involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide Video Monitoring System services as outlined in this RFP. All references must have Company names, agency contact name, titles, phone numbers and email.
5. Meet other presentation and participation requirements listed in this RFP.
6. Have no record of unsatisfactory performance with state and local Fire Marshalls and other regulatory agencies.
7. Maintain certifications from Avigilon with supporting documents, to ensure continuous availability of installation, equipment, technical support and software upgrades during the term of the contract.
8. Contractor shall employ and maintain a minimum of one (1) ACC Operator or Administrator certified Avigilon technicians in their Chattanooga facility and provide supporting documentation to the CMAA.
9. Contractor shall have experience working in an SQL Server environment.
10. Contractor must have expert knowledge in the design, configuration, usage, installation, re-purposing of components for new and modified future use.
11. The Contractor must have a high degree, and recent, experience working with Microsoft operating systems.

SCOPE OF WORK:

Licenses:

Contractor will service and support the existing hardware and software currently installed and warrant for one (1) year parts and labor necessary to support any new components, hardware and software, installed by contractor, including all software upgrades and licenses required to maintain technical support for all cameras.

Contractor shall, for the contract term, provide maintenance and support of existing and new components, including cameras, mounts, analytics, sensors, etc. The contractor shall for the contract term, warrant, service and maintain any components provided by the contractor including, but not limited to, cameras, mounts, analytics, sensors, etc. In the event of failure of any work, equipment, or device during the life of the warranty, the Contractor shall furnish all parts and labor, at no cost to the CMAA, necessary to repair or replace the equipment or defective work. Contractor will be responsible for uploading facility maps, modifying and programming alarm groups onto airport video monitoring system. Contractor must be able to make appropriate timely repairs to ceiling and walls after installation.

Support:

- 24-hour telephone support, 4-hour response on-airport emergency support
- Analysis, design for new or renovation installations
- Cost proposals for new or renovation installations
- Troubleshooting and resolution
- Installation of new and replacement components
- Initial and on-going training of airport staff on new software and hardware installations

Contractor shall recommend, purchase, install and test any new system hardware, backup/recovery strategy, and any necessary hardware and software.

As new software versions are available and proven, the Contractor will upgrade the video monitoring system as part of the cost of the Contract, at a mutually agreed upon schedule. An engineer or a technician with an engineer readily accessible by phone should complete this work. Also included in the upgrade purchase: installation, configuration, migration, system monitoring, and testing. CMAA reserves the right to upgrade hardware in order to improve performance, keep hardware current, and ensure high level security, as required by the CMAA.

Contractor shall provide a separate itemized list and cost of recommended hardware. CMAA reserves the right to purchase the equivalent hardware itself rather than from the Contractor, in order to ensure the most cost-effective purchase. Contractor must have the ability to maintain security systems currently in place for each building during the installation phase of each new project.

Contractor must produce detailed documentation addressing how the CMAA may troubleshoot the application prior to contacting contractor support services. This will include a list of data fields to check, how to check them, what their values mean and what other fields are dependencies. Contractor must conduct training sessions when requested, which will include use of equipment and software and to provide on-going training as required for Airport personnel. Training schedule must be coordinated with Airport Security Manager.

Remote access to the CMAA server via web, or other method will not be provided. The CMAA reserves the right to provide this remote access in the future to support personnel in order for them to monitor or check information in an efficient manner. This access shall be available as needed, per event, if provided.

As new equipment and technology emerges, the successful contractor will provide the CMAA information/pricing to allow the CMAA the option to purchase the new equipment and technology under the current agreement. The successful contractor must have the ability to provide the new equipment and technological features within a reasonable time.

MONTHLY ROUTINE SERVICES

- Contractor shall provide a minimum of eight (8) on-site service hours per month. Monthly visit schedule will be pre-arranged with the selected contractor and the CMAA.
- Contractor shall check all logs from security systems, and DVR/NVRs and provide CMAA with recommendations to identify and resolve potential or actual problems taking place in the system.
- Make use of tracking system to allow CMAA personnel the ability to record and track issues.
- Check system cameras and report any equipment malfunction and adjust camera operation as necessary.
- Contractor shall be required to submit a monthly maintenance report. This report shall outline all service problems from the previous month, as applicable. It shall describe the service problem, the technician who performed the service call and the steps and time frame required to clear the trouble.
- Setup automatic backup process, scheduled weekly, to ensure camera system server configurations, including control/communications and DVR/NVR's can be quickly restored.
- Contractor shall provide CMAA with a, recommended list of preventative maintenance specifying which items should be performed by Contractor and those to be performed by CMAA. This should be at a minimum to the manufacturer's specifications.
- Contractor shall notify CMAA of any software or hardware that is deemed EOL (end of life) or EOS (end of support) by the manufacturer prior to EOL or EOS date.

GENERAL SPECIFICATIONS:

- This agreement does not provide exclusive rights to the Contractor to perform video camera repairs at the CMAA.
- Written proposals shall be submitted in writing for CMAA approval prior to performing any work not included in the service agreement.
- Request for additional crew shall be submitted to the CMAA for approval in advance by the contractor.
- Payment for authorized work performed shall be made within 30 days of invoice received.
- Invoice shall include a copy of all amounts paid by contractor for parts and materials as basis for parts markups billed to the CMAA.
- Contractor shall comply with all local, state and federal laws, including but not limited to, environmental acts, rules and regulations applicable to the work to be performed.
- Contractor shall maintain all necessary licenses and registrations for the lawful performance of any work required at the Airport.
- Contractor shall meet the following insurance requirements, listed in Section VII: Form of Agreement.
- Contractor is responsible for maintaining additional hardware, which may be added during the term on the contract. Additional hardware can include but not limited to the following: cameras, DVR/NVR, etc.
- Contractor shall maintain valid software and maintenance agreement(s) necessary to support all software components of the security system platform.
- Contractor shall be responsible for ensuring that all work area(s) are cleaned after the completion of their work. All empty boxes, extra equipment, unused cabling, cabling scraps, and trash shall be removed from the respective work area and properly disposed of or recycled when possible.

Labor Rate Definition

For the purposes of this agreement:

- An hourly Technician labor rate shall consist of one (1) crew;
 - One crew shall be defined as: one (1) worker and shall include cost for all tools, equipment, vehicles, mobilization, taxes, insurance, and all other incidental costs involved to perform all services necessary;
- An hourly Engineer labor rate shall consist of one (1) crew;
 - One crew shall be defined as: one (1) worker and shall include cost for all tools, equipment, vehicles, mobilization, taxes, insurance, and all other incidental costs involved to perform all services necessary;
- Hourly labor rates shall exclude parts, materials and all other components supplemental to aforementioned crew definition.

Labor Rate and Fee Categories

For the purposes of this RFP, labor rates are divided into the following fee categories and shall be identified in the Bid Sheet per the following definitions: **All rates shall be hourly.**

- **Normal Hourly rate:** Shall be defined as the Monday through Friday hours between 7 A.M. and 5 P.M. The majority of all scheduled work occurs during this time;
- **After-hour rate:** Shall be defined as the Monday through Friday hours between 5 P.M. and 7 A.M.;
- **Weekend Hourly rate:** Shall be defined as weekend hours commencing on Saturdays at 7 A.M. and ending on Mondays at 7 A.M.;
- **Holiday Hourly rate:** Shall apply to the following recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day;
- **Emergency service call charge:** applicable for emergency calls requiring a response within three (3) hours of notification;
- **Additional Technician Hourly Labor Rate:** shall apply for each additional worker required to perform services necessary in addition to the crew defined above.
- **Technician:** shall be defined as the personnel troubleshooting hardware, performing new hardware installations, and programming of software systems.
- **Engineer:** shall be defined as the personnel assigned to the Airport to perform system configurations, ensure software integrity, software upgrades/installation, analyzing logs and system errors, security server checks, data backup configuration, and personnel training.

Response Times and Contractor Availability:

- Contractor shall be available to respond 24 hours per day;
- During normal business, after-hours, weekends and holidays, contractor shall be available to respond within a 24-hour time period from initial CMAA notification;
- During emergency service calls, contractor shall be available to respond within a 4-hour time period from the initial CMAA notification.

SECTION V:

PROPOSAL CONTENT AND FORMS

A. PROPOSAL FORMAT AND CONTENT

1. Presentation

Proposals shall be typed, single-sided and submitted on 8-1/2" x 11" size paper, and bound with one staple. **Any other means of binding is highly discouraged.** Proposals should not include any plastic or oversized covers or binders, nor any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested.

Contractor shall ensure that the following **are included** in the proposal:

- a. Company Information Sheet (Exhibit B) - identification of Contractor, including: name, address, phone, fax & e-mail addresses; type of legal entity such as Corporation and state in which incorporated, partnership, LLC, etc.; number of years in business under present business name; and any related prior business names.
- b. Proposed working relationship between Contractor and subcontractors, if applicable;
- c. Include all RFP addenda with Proposal, if any;
- d. Name, title, address, email and telephone number of Contractor's contact person during period of proposal evaluation and of the contact representative during the term of the agreement;
- e. A completed W-9 Request for Taxpayer Identification Number & Certification;
- f. A completed Proposal Checklist
- g. The completed Statement of Certification section; and
- h. Signature of a person authorized to bind Contractor to the terms of the proposal.

2. Technical Proposal

a. Qualifications, Related Experience and References

This section of the proposal should establish the ability of the Contractor to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability

of the firm; staffing capability; work load; record of certifications, meeting schedules on similar projects; and supportive client references.

b. Fee Proposal

Contractor shall complete and sign the Bid Sheet on Exhibit A (2 pages) in its entirety and include in proposal.

c. Form of Agreement

Contractor shall provide a copy of their proposed Agreement showing all proposed terms and conditions. Such Agreement shall form a portion of the criteria upon which award will be based. The successful Contractor shall be required to execute the Agreement in Section VII, Form of Agreement.

B. COST AND PRICE FORMS

Contractor shall complete the Price Form, Bid Sheet and Supply list in its entirety including: 1) all monthly service costs, equipment cost and total price; 2) basis on which prices are quoted; and 3) Contractor's identification information including a binding signature.

C. PROPOSAL DESCRIPTION

Brief synopsis of the Contractor's understanding of the CMAA's needs and how the Vendor plans to meet these needs. This should provide a broad understanding of the Vendor's entire proposal.

Provide a detailed description of the proposal. The proposal should address, but is not limited to, all terms in Section IV - Scope of Services. The proposal should include a concise statement of the services proposed, and an explanation of any assumptions and/or constraints.

Include in this section discussion of the following:

- a. The number of technicians in the CMAA'S service area.
- b. Whether third-party personnel will be used on service calls.
- c. Whether third-party personnel will be used in any new installations of the product.
- d. What is the response time to service calls in all other areas.
- h. Is 24/7, 365 support available? If so, please describe.
- i. Help desk software or portal availability and capabilities.

PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included and include a completed form in your submission copy of the RFP.

| Items Completed | | Page (s) |
|------------------------|--|-----------------|
| 1. | Statement of Certification | |
| 2. | References | |
| 3. | Price Forms – Bid Sheet | |
| 4. | RFP Addenda, if any | |
| 5. | Company Information Sheet | |
| 6. | W-9 Request for Taxpayer Identification Number & Certification | |
| 7. | Licenses, Permits and/or Certifications | |

STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to the San Bernardino International Airport Authority

| STATEMENT | | AGREE (INITIAL) |
|------------------|--|----------------------------|
| 1. | The offer made in the proposal is firm and binding for ninety (90) days from the date the proposal is opened and recorded. | |
| 2. | All aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition. | |
| 3. | All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the CMAA to pursue any remedy by law. | |
| 4. | Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded. | |
| 5. | Proposer agrees to provide the CMAA with any other information the CMAA determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and | |
| 6. | Proposer, if selected will comply with all applicable rules, laws and regulations | |
| 7. | All terms and conditions as set forth in this RFP apply to this proposal. Payment shall be: Net thirty (30) days after receipt of invoice. | |

REFERENCES

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP.

| Name of Customer | Contact Name/Address | Phone Number/Email | Dates of Service provided (from/through*) |
|-------------------------|---------------------------------|-------------------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**** Enter "Present" if still providing the services (Example: 10/08/03-present)***

SECTION VI.

PRICE FORMS

(To be submitted in a sealed envelope separate from proposal documents and marked ("CMAA Price Form"))

REQUEST FOR PROPOSALS: Airport Video Monitoring System

DESCRIPTION OF WORK: MONITORING AND MAINTAINING THE AIRPORT'S VIDEO SYSTEM

CONTRACTOR'S COMPANY NAME _____
ADDRESS: _____

NAME/TELEPHONE#/EMAIL OF
AUTHORIZED REPRESENTATIVE

Please provide detailed Firm Fixed Prices and any other incidental or additional costs required in the spaces provided in the following Bid Sheet to complete the Scope of Work requirements. Firm Fixed Prices shall include all possible costs, including but not limited to the costs of all administration and overhead, mileage and all other administrative and ancillary costs. Firm Fixed Prices quoted by the Bidder shall also include any and all taxes, fees, charges, labor at prevailing wage, tools, equipment, delivery, and ancillary costs whatsoever involved.

Note that the CMAA is tax-exempt.

Failure to provide all prices requested may result in rejection of proposal.

Contractor shall provide all labor, tools, equipment, and materials required to perform the work. The CMAA reserves the right to coordinate, inspect and approve all aspects of the Airport Access Control System.

Payment shall be within Net thirty (30) days of CMAA's receipt of invoice and completion of work
CMAA Invoices shall be addressed:

Chattanooga Metropolitan Airport Authority
1001 Airport Road, STE 14
Chattanooga, TN 37421

EXHIBIT "A"

RFP: AIRPORT VIDEO MONITORING SYSTEM

Bid Sheet

Contractor's bidding this project shall be properly licensed in the State of Tennessee in the classification as designed in the Additional Contractor Requirements and shall satisfy the State as to their license qualifications. Contractor's must be registered and provide proof of registration with the State of Tennessee Division of Consumer Affairs.

The Contractor has carefully checked all figures and understands that the CMAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Provide pricing for the cost of software and license requirements, installation, and maintenance of keycard access control system services, and other associated costs in this section. Additionally, provide a separate service call price sheet of services being offered.

Installation & Maintenance:

| Item Description: | Monthly Fee: | Annual Cost: |
|---|--------------|--------------|
| YEAR ONE: Monthly Maintenance (to include all routine services) | | |
| YEAR TWO: Monthly Maintenance (to include all routine services) | | |
| YEAR THREE: Monthly Maintenance (to include all routine services) | | |

Software & License Requirements:

| Item Description: | Annual Cost: |
|--------------------------------|--------------|
| Genetec Licensing Subscription | |

Other Associated Costs: (List):

| Item Description: | Monthly Fee: | Annual Cost: |
|-------------------|--------------|--------------|
| | | |
| | | |
| | | |
| | | |
| | | |

| | |
|--|-----------|
| GRAND TOTAL: (INCLUDE ALL ANNUAL COSTS, FEES, ETC.) | \$ |
|--|-----------|

Proposer's Hourly Service Rate Per Additional Service Requirement Section:

| | |
|---|---|
| Technician Normal Business, Hourly Rate: \$ | Engineer Normal Business, Hourly Rate: \$ |
| Technician After-Hours, On-Call Hourly Rate: \$ | Engineer After-Hours, On-Call Hourly Rate: \$ |
| Technician Weekend, On-Call Hourly Rate: \$ | Engineer After-Hours, On-Call Hourly Rate: \$ |
| Technician Holiday, On-Call Hourly Rate: \$ | Engineer Holiday, On-Call Hourly Rate: \$ |
| Additional Technician, Hourly Labor Rate: \$ | Additional Engineer, Hourly Labor Rate: \$ |
| Emergency Service Charge Fee: \$ | Parts/Supply Mark-up %: |

PLEASE NOTE: This will be a one (1) year contract with two (2) additional one (1) year extensions, for a total of three (3) years ending January 31, 2027.

List of Subcontractor(s) and Licenses:

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Scope of Work? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs: _____

Please indicate any elements of the Scope of Work which cannot be met by your firm.

Have you included in your proposal all requested informational items and forms? Yes / No (circle one). If you answered "No", please explain: _____

In signing this proposal, Contractor warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, CMAA may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received (Completed with Addenda Number and date received, if necessary):

| | | | |
|-------------|--|--------------|--|
| Addenda No: | | Received On: | |
| Addenda No: | | Received On: | |
| Addenda No: | | Received On: | |

EXHIBIT "B"
RFP: Airport Video Monitoring System

COMPANY INFORMATION SHEET
DECLARATION

I declare under penalty of perjury under the laws of the State of Tennessee I have completed this Company Information Sheet and that the information contained herein is factual and accurate as of the date completed.

Completed and executed this _____ day of _____, 2023, in _____, _____.
[day] [Month] [City] [State]

By: _____

Print Name: _____

Print Title: _____

LEGAL NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

WEBSITE: _____ EMAIL: _____

TYPE OF BUSINESS (Check One):

- | | |
|--|--|
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> LIMITED LIABILITY COMPANY |
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> JOINT VENTURE |
| <input type="checkbox"/> INDIVIDUAL | |
| <input type="checkbox"/> INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME | |
| <input type="checkbox"/> OTHER _____ | |

STATE OF INCORPORATION OR FORMATION:

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

(List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies):

| Name | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. Other (see instructions) ▶ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|---|--|
| Social security number | | | | | | | | |
| | | | | - | | | - | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| | | | | - | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SECTION VII.

Form of Agreement – DO NOT EXECUTE

CMAA SERVICES AGREEMENT

THIS CMAA SERVICES AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20____ between the **CHATTANOOGA METROPOLITAN AIRPORT AUTHORITY**, a Tennessee public corporation ("CMAA"), and _____, a _____ ("CONTRACTOR");

– STANDARD OF CARE

CONTRACTOR hereby covenants that, in performance of its obligations under this Agreement, it shall provide the Services (defined below) in accordance with the Standard of Care. For purposes of this Agreement, "Standard of Care" shall mean the standard of care and degree of skill used by members of CONTRACTOR's profession performing similar services for projects in the same industry of comparable scale and complexity in the United States and in accordance with all applicable laws.

- SERVICES

Scope of Services. CONTRACTOR hereby agrees to perform the services described on Exhibit A, attached hereto (the "Services"), in accordance with the specifications provided in the RFP, attached hereto, as Exhibit B (the "Specifications").

Cost of the Services. CONTRACTOR shall perform the Services on a time and material basis, and the aggregate of all costs referenced in this Section 1.3 shall constitute the "Cost of the Services." In no event shall the Cost of the Services exceed \$ _____ (the "Guaranteed Maximum Price"). Contractor shall provide and pay for all overhead, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities, and expenses, whether administrative or incidental, together with all applicable permits, licenses and governmental inspections and approvals, that may be necessary for the proper execution and completion of the Services.

Term. This Agreement shall remain in effect for a period of one fiscal year ending on _____, with two additional one-year extensions, set to expire _____. Either party may terminate this Agreement upon 30 days' written notice to the other party for any reason or no reason. In addition, CMAA may terminate this Agreement for cause upon 14 days' notice to Contractor. CONTRACTOR will be compensated only for the reasonable cost of actual work performed, equipment, supplies or materials furnished, as of the date of termination. CONTRACTOR shall in no event be entitled to any additional compensation or costs arising from termination, including without limitation inefficiency, demobilization or any other costs or charges.

Schedule. Contractor agrees to prompt and diligent performance of the Services in accordance with the schedule designated in Exhibit C (the "Schedule"). The

Schedule shall be Contractor's schedule of all activities and milestone dates in connection with the Services, and Contractor shall be liable for any losses or damages suffered by Owner due to any failure of Contractor to perform the Services according to the Schedule(s). Contractor shall not be entitled to any extension of time unless authorized in writing by CMAA.

Time of the Essence. Time is of the essence of this Agreement.

– GENERAL PROVISIONS

Contract Documents. As referenced throughout this Agreement, the "**Contract Documents**," together with any amendments thereof, are listed below in order of priority:

- 3.1.1 This Agreement;
- 3.1.2 The Services, attached as [Exhibit A](#);
- 3.1.3 [The Specifications, attached as Exhibit B](#);
- 3.1.4 Schedule, attached as [Exhibit C](#); and
- 3.1.5 Insurance, attached as [Exhibit D](#).

Entire Agreement. This Agreement is comprised of the Contract Documents and is the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.

– CONTRACTOR RESPONSIBILITIES

Licenses and Permits. CONTRACTOR shall obtain approvals, permits, and licenses, as necessary for the performance of the Services.

Performance of Work. CONTRACTOR shall furnish all materials, supplies, and equipment and perform all supervision and labor required for the performance and completion of the work in accordance with this Agreement.

Review by Contractor. CONTRACTOR shall review all information, directions, instructions or materials it receives relating to the performance of the Services, and shall notify CMAA immediately of any errors, omissions or deficiencies from such materials. CMAA shall not be liable to CONTRACTOR in any way for any errors, omissions or deficiencies in information, directions, instructions or materials provided to CONTRACTOR by CMAA if CONTRACTOR was aware of such errors, omissions or deficiencies or reasonably should have been aware of such errors, omissions or deficiencies given the Standard of Care and CONTRACTOR's expertise. In no event shall CMAA be liable with regard to CONTRACTOR's reliance on any information, directions, instructions or materials provided to CONTRACTOR by third parties.

– GENERAL PROVISIONS

Changes. CMAA may at any time make a written request for changes, additions or reductions to the Services (each, a "**Change Order**"), and CONTRACTOR shall promptly proceed to submit a revised scope of Services, Cost of the Services, and/or Schedule for CMAA's review and approval. No changes, amendments or

modifications shall be valid or of any effect unless made in writing and signed by CMAA and CONTRACTOR. CONTRACTOR may submit requests for change using the Change Order Request Form provided by CMAA. No changes in the work will proceed without a written Change Order or amendment to this Agreement. Changes which require an adjustment to the scope of the Services, Cost of the Services, or the Schedule shall be accomplished by Change Order. CMAA will not be responsible to compensate CONTRACTOR for any additional work performed or supplies and materials furnished without an executed Change Order.

Payment. Payments for Services performed under this Agreement will not be processed until a fully-executed copy of this Agreement, valid Certificates of Insurance and a signed IRS form W-9 are on file with CMAA. Invoices must be remitted to the following address:

Chattanooga Metropolitan Airport Authority
1001 Airport Road, Suite 14
Chattanooga, TN 37421
Attn: _____

Payments for work performed under this Agreement will be made by CMAA within 30 days following approval of the invoice from CONTRACTOR in the amount of the Services performed by CONTRACTOR and approved by CMAA less the sum of previous payments. CMAA may deduct from any amounts due to CONTRACTOR such amounts as are sufficient to protect CMAA from any loss or damage resulting from the following acts or omissions of CONTRACTOR:

Defective work, equipment, or materials not remedied or replaced by CONTRACTOR.

Claims filed, or reasonable evidence indicating probable filing of claims, for which CONTRACTOR may be responsible.

Payments made by CMAA hereunder upon the failure of CONTRACTOR to comply with any provisions of this Agreement or applicable laws.

Payments by Contractor. CONTRACTOR shall promptly make payments to all persons supplying CONTRACTOR with labor, materials, equipment and supplies used or to be used in the performance of any portion of the work under this Agreement. Any payments not so made by the CONTRACTOR may be made by CMAA and the amounts thereof deducted from any amounts at any time earned by, or due to, CONTRACTOR under this Agreement. CONTRACTOR shall indemnify and hold harmless CMAA from all claims, demands, actions, damages, costs, or expenses arising out of or relating in any way to CONTRACTOR's failure to make such payments.

Title. CONTRACTOR warrants that title to all Services covered by an application for payment shall pass to CMAA no later than the time of payment.
Independent Contractor. CONTRACTOR is an independent contractor and is not an agent or employee of, and has no authority to bind, CMAA by contract or otherwise. CONTRACTOR will perform the Services under the general direction of CMAA, but CONTRACTOR will determine, in CONTRACTOR's sole discretion, the manner and means by which such services are accomplished, subject to the requirement that CONTRACTOR shall at all times comply with all applicable laws.

Liens. CONTRACTOR shall keep CMAA's property free and clear of all liens, including without limitation mechanics' and materialmen's liens, arising out of or

relating in any way to the Services. In the event any such lien is filed, CONTRACTOR shall, within ten (10) calendar days of written demand by CMAA, take all steps necessary to remove such lien, including without limitation by filing a bond to discharge such lien.

Audit and Inspection. CONTRACTOR grants CMAA the right at reasonable times and places, to inspect, copy, and audit any of CONTRACTOR's books, accounts, time cards, records of transactions, estimates, schedules, correspondence, or any other records or documents relating in any way to the performance of the Services. All accounts, documents, and records relevant to this Agreement will be retained by CONTRACTOR for three (3) years after completion of the Services, unless a longer period is required by applicable laws.

Ownership of Work Product. All reports, information and documents produced by CONTRACTOR, including without limitation all drawings, specifications, schematics, models, visualizations, plans, documentation, information, intellectual property, and other data or materials (whether written or electronic) (collectively the "Work Product") shall be the property of CMAA. To the extent such Work Product is a work made for hire for CMAA, CMAA shall be deemed the sole and exclusive owner of the Work Product. CMAA shall retain all rights in and to all Work Product including without limitation all intellectual property rights. To the extent the Work Product is not deemed to be a work made for hire under Applicable Laws, the CONTRACTOR hereby irrevocably assigns to CMAA, its successors and assigns all right, title and interest in and to all Work Product, and agrees to take such actions and execute such documents as CMAA may reasonably request to effectuate such ownership and to secure, protect and perfect CMAA's rights hereunder.

Confidentiality. Upon the request of CMAA, CONTRACTOR shall enter into, on or before the date this Agreement is executed, a Confidentiality Agreement in a form acceptable to CMAA.

Defective Work. Services which CMAA discovers, within 18 months from the date the Services have been completed, fail to comply in any way with CONTRACTOR's warranties shall, at CMAA's option and CONTRACTOR's expense (including all transportation, labor and other costs), be corrected or re-performed by CONTRACTOR. These remedies for breach of warranty shall survive any inspection, delivery or acceptance of the Services, or payment for the same, by CMAA, and shall be in addition to any other rights and remedies of CMAA at law or in equity.

Limitation of Liability. In no event shall CMAA be liable to CONTRACTOR in connection with this Agreement, regardless of the form of action or theory of recovery, for any indirect, special, exemplary, consequential, incidental or punitive damages, or lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages. CMAA shall in no event be liable for any damages other than direct damages in an amount no more than the amounts paid to CONTRACTOR under this Agreement.

Indemnification. To the fullest extent permitted by law CONTRACTOR shall defend, indemnify and hold harmless CMAA and its agents and employees (collectively, the "Indemnified Parties") from and against claims, damages,

losses and expenses, including without limitation attorneys' fees, arising from (i) bodily injury, sickness, disease or death, (ii) any injury or destruction to tangible or intangible property or any loss resulting therefrom; (iii) any alleged infringement of intellectual property rights, or (iv) any violation of any applicable statute, ordinance, or regulation, to the extent caused by the intentional or negligent acts or omissions of CONTRACTOR, any person or entity directly or indirectly employed by or under contract with CONTRACTOR or any other person or entity for whose acts CONTRACTOR may be responsible.

Insurance. CONTRACTOR shall procure and maintain, at its own cost, with companies authorized to do business in Tennessee and otherwise acceptable to CMAA, the insurance with coverages and limits as set forth in Exhibit D. CONTRACTOR shall utilize insurers with, as defined by A.M. Best Company, Inc., a Financial Strength Rating of no less than "A-" and a Financial Size Category of no less than "XII."

Policies issued for CONTRACTOR shall be endorsed to include the following for the benefit of CMAA:

A thirty (30) day advance written notice in the event of cancellation, non-renewal, or material change of any required policy.

Except as to Workers' Compensation, CMAA shall be named as an additional insured.

CONTRACTOR hereby waives, and shall cause its insurers to waive, any and every claim for recovery from CMAA for any and all loss or damage covered by any of the insurance policies required to be maintained under this Agreement to the extent that such loss or damage is recovered under any such policy. The policies shall provide waivers of subrogation by endorsement or otherwise.

That CONTRACTOR's insurance is primary and any insurance maintained by CMAA is considered excess and noncontributory.

Cross liability or severability of interest clause (liability policies only).

In the event any work to be performed under this Agreement is further subcontracted, CONTRACTOR will require no less than the equivalent insurance coverages and limits from its subcontractors, and will require subcontractors to certify insurance coverage to CMAA, prior to the commencement of any work.

If CONTRACTOR shall fail to certify required insurance coverage to CMAA before commencing work, CMAA may, at its option, place insurance of the character, nature, and limits described to cover the operations of CONTRACTOR, paying the premiums and setting off the cost of such insurance against amounts owed to or earned by CONTRACTOR.

CMAA, by requiring these foregoing insurance coverages, will not be deemed to limit any of the other obligations or liabilities of CONTRACTOR. CONTRACTOR shall be responsible for payment of any deductibles with respect to such insurance.

Safety and Accident Prevention. CONTRACTOR shall take all actions and precautions as may be reasonable or necessary for the protection of the Services and the safety of all employees, workers and other persons. CONTRACTOR agrees to cooperate with CMAA in such actions and precautions as may be reasonable or necessary for the protection of the work and the safety of all employees, workers and other persons in carrying out the Services and to adopt and place in effect such measures as may be reasonably requested by CMAA,

including without limitation compliance with any health and safety program of the CMAA.

Environmental Safety. In the event CONTRACTOR or any of its employees, agents or subcontractors cause any hazardous substances to be discharged or otherwise spread, or contributes to an existing environmental condition upon any property during the performance of the work (a "Discharge"), CONTRACTOR shall immediately report the incident to CMAA. At CMAA's option, (i) CONTRACTOR shall undertake any required cleaning and restoration of the property with due diligence until completed to the satisfaction of CMAA and/or any regulatory or governmental agency having jurisdiction over such Discharge, or (ii) CMAA shall undertake such restoration at CONTRACTOR's cost and expense.

Compliance with Applicable Laws. CONTRACTOR, its employees, agents and subcontractors shall at all times observe and comply with all applicable U.S. and Tennessee standards, codes, statutes, laws, regulations, ordinances and all other legal requirements, including without limitation all construction, supervision and safety requirements and with all rules and regulations of CMAA, including any applicable health, safety, accident or other programs of CMAA. Specifically, and without limitation, if CONTRACTOR is engaged to provide any environmental consulting, engineering, remediation, testing or similar service, its obligations hereunder expressly include any and all applicable environmental rules, laws and/or regulations.

CONTRACTOR shall defend, indemnify and hold harmless CMAA from all claims, demands, actions, damages, costs, or expenses arising out of or relating in any way to CONTRACTOR's failure to comply with such applicable laws, including without limitation any fines, penalties, and corrective measures.

Governing Law. This Agreement shall be governed, interpreted and enforced under the laws of the State of Tennessee exclusive of its choice of laws principles. The venue for any dispute arising out of this Agreement shall be the federal or state courts, in either case located in Hamilton County, Tennessee.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be cumulative and in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by CMAA shall constitute a waiver of any right or duty afforded CMAA under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach thereunder, except as may be specifically agreed in writing.

Notices. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

If to CMAA:

April Cameron
President & CEO
1001 Airport Road, Ste. 14
Chattanooga, TN 37421

If to CONTRACTOR:

Attorneys' Fees. If it shall be necessary for either Party to bring suit or commence other legal proceedings to enforce any of the provisions of this Agreement, then the prevailing party shall be entitled to its reasonable attorney's fees in addition to any other damages and remedies. As used herein, the term "**prevailing party**" shall mean the party which obtains the principal relief it has sought, whether by compromise, settlement or judgment. If the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

Assignment. CMAA and CONTRACTOR, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. CONTRACTOR shall not assign this Agreement without the written consent of CMAA.

Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

The parties hereto have made and executed this Agreement as of the day and year first written above.

CMAA:

Chattanooga Metropolitan Airport Authority

April Cameron
President & CEO

CONTRACTOR:

[COMPANY NAME]

By: _____

Name: _____

Title: _____

EXHIBIT A

SERVICES

EXHIBIT B
SPECIFICATIONS

EXHIBIT C
SCHEDULE

EXHIBIT D

INSURANCE

Worker's Compensation Insurance

limits:

Workers' Compensation – statutory limited as prescribed by the laws of the State of Tennessee.

Employers' Liability:

\$1,000,000 bodily injury each accident

\$1,000,000 bodily injury by disease each employee

\$1,000,000 bodily injury by disease aggregate

Coverages:

Stop gap coverage, where applicable

Voluntary coverage, where applicable

Commercial General Liability Insurance

limits:

\$2,000,000 each occurrence

\$2,000,000 Personal Injury and Advertising Injury

\$4,000,000 Products/Completed Operations Aggregate

\$4,000,000 General Aggregate

Coverages:

Coverage maintained in effect for all claims relating to the Services or the Agreement for a period of no less than five years following the completion of the Services.

Blanket contractual liability

Broad form property damage

Severability of interest

Business Automobile Insurance

limits:

\$2,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability

Professional Liability (Errors and Omissions) Insurance (if requested by CMAA)

limits:

\$5,000,000 per claim/per annual aggregate