



## Indianapolis Airport Authority

### **REQUEST FOR INFORMATION**

Issued: January 25, 2017

Solicitation for: Employee Engagement Survey

Responses Due: 2:00 p.m. (Local Time) on February 17, 2017

**INTRODUCTION:** Because this procurement involves a service, the Indianapolis Airport Authority (“Authority”) is not required by law to go through or engage in any competitive process whatsoever for identifying and selecting a person or entity to perform the work. Notwithstanding, the Authority believes that it’s important to have open and fair competition for these business opportunities whenever reasonably possible under the circumstances. Accordingly, the Authority is hereby issuing this Request for Information (RFI) to give interested persons and entities the opportunity to be considered for this service contract.

**EMPLOYEE ENGAGEMENT SURVEY:** This RFI is being issued by the Authority in order to solicit expressions of interest and information from qualified persons or entities who wish to be considered as a provider of the services described herein. Thus, qualified persons or entities with such an interest (the “Respondents”) are invited to respond to this RFI.

Responses to this RFI are intended to provide pertinent information to the Authority so that it may evaluate the experience and qualifications of the Respondents to perform the desired work. The selection of a particular respondent, and whether to award a service contract, are entirely within the Authority’s exclusive judgment and sole discretion.

**SCOPE OF WORK:** The Authority is seeking responses from qualified and experienced consultant to provide paper/pencil and online employee engagement surveys for approximately 400 employees. The successful Respondent will be responsible for analyzing, reporting, preparing presentation materials, and presenting results to employees (focus groups) and management as well as provide recommendations to improve employee relations.

**SUBMISSION & TIMELINE:** Any person or entity desiring to respond to this RFI should provide a written submission to the Authority as described herein. It should clearly identify the person or entity making the submission and consist of one original and four (4) copies, along with one electronic copy on compact disk or USB flash drive. Submissions should be presented as 8½ x 11 inch documents or as documents easily folded to that size, be 10 pt. type with margins at minimum of 1 inch, and must not be longer than 20 pages (excluding

appendices). Tabbed appendices are permitted if clearly labeled and will not be included as part of the 20 page limit.

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:

Indianapolis Airport Authority  
RFI – Employee Engagement Survey  
Attention: Courtney Kasper  
7800 Col. H. Weir Cook Memorial Dr., Suite 100  
Indianapolis, Indiana 46241

For a submission to be timely submitted under this RFI, it must be received by the Authority no later than 2:00 p.m. (Local Time) on February 17, 2017 (the “Due Date & Time”). Submissions received after the foregoing Due Date & Time will not be considered by the Authority.

Following receipt of the submissions to this RFI, the Authority, in its sole discretion, may select a Respondent(s) for the project described herein. In connection therewith, the Authority may seek supplemental information, or conduct preliminary interviews, final interviews or move immediately to a contract negotiation. Authority reserves the right, in its sole and absolute discretion, to make a selection based solely upon the submissions to this RFI. The schedule for selection will vary based upon numerous factors, including, by way of example and not of limitation, the nature of and need for the service and the number of responses to this RFI.

**CONTENTS OF SUBMISSION AND QUALIFICATIONS:** The Authority is seeking responses from qualified persons and entities. The minimum information to be provided in the submission is set forth in “Exhibit A”, attached hereto and made a part hereof.

**INQUIRIES:** Any and all inquiries pertaining to this RFI must be submitted to the email address of [surveyrfi@ind.com](mailto:surveyrfi@ind.com). The deadline for submitting inquiries is 12:00 p.m. (local time) on February 1, 2017. The Authority reserves the right to determine whether or not to respond to any inquiries. 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 February 3, 2017. You are not to contact any other Authority staff member or any other person or entity working for Authority; if you do, you may be disqualified from further consideration for a contract under this RFI.

**BUSINESS DIVERSITY PARTICIPATION:** Supplier Diversity goals will not be numerically evaluated on this solicitation. 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 Authority's overall supplier diversity participation goals are 15% MBE; 10% WBE; and 3% VBE (M/W/VBE).

If a firm is certified as M/W/VBE, include that information in the response. The Authority only recognizes those M/W/VBE firms certified by the State of Indiana, City of Indianapolis, or Mid-States Minority Supplier Development Council.

Respondents seeking assistance in achieving the supplier diversity participation goals should start by visiting the Indianapolis International Airport's Supplier Diversity website [supplierdiversity.ind.com](http://supplierdiversity.ind.com).

**CONFIDENTIAL INFORMATION:** If a Respondent provides proprietary data/material to the Authority in connection with this RFI, and if said Respondent requests, in writing to Authority, that such proprietary data/material not be disclosed by the Authority to any third person or entity under the Indiana Access to Public Records Act, Indiana Code § 5-14-3, then, in such event, the proprietary data/materials should be placed and sealed in a separate, envelope clearly marked "Confidential". The Authority makes no representation or warranty that such materials (or any materials) submitted to the Authority can remain confidential. The Authority reserves the right to make any and all determinations regarding the Indiana Access to Public Records Act.

**EVALUATION:** Submissions will be reviewed and evaluated by the Authority. Authority may elect to proceed with negotiating a final contract with the prevailing Respondent, or, in its sole discretion, may elect to cancel the procurement or take other steps that it deems necessary or appropriate in connection therewith.

**CONTRACT:** After the selection of a prevailing Respondent(s), Authority shall provide a copy of its standard form of Services Agreement for review and execution. If the parties are unable to promptly finalize and execute the Services Agreement (as determined by the Authority), then, in such event, the Authority shall have the sole right and discretion to cease any and all negotiations and other interactions with the prevailing Respondent and elect to negotiate with another Respondent in an effort to reach an agreement or cancel the procurement.

## EXHIBIT "A"

### QUESTIONNAIRE

Please provide responses by stating the associated number and restating the question in your submittal:

#### **Company Information and Experience**

1. Respondent will provide the below information:
  - a. Legal Name of Entity
  - b. Doing Business under Other Company Name? If Yes, Name of Entity
  - c. Headquarters Address
  - d. City, State, Zip Code
  - e. Contact Name, Email Address, and Phone Number
  - f. Web Site Address
  - g. Number of Years in Business
  - h. Total Number of Employees
  
2. The Respondent should include a list of at least three (3) clients for whom the Respondent has provided services that are the same or similar to those services requested in this RFI. Listed organizations may be contacted by the Authority or a third party contractor to determine the quality of work performed and service received.

Respondent should include the following information for each reference:

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

#### **Proposed Team Members and Experience**

3. Respondent to provide a description of the proposed team including summaries of their education, applicable certifications, backgrounds, relevant experience, and information that correlates to the type of services being sought by the Authority to fulfill the Scope of Work. The Respondent must list any subcontractors which it proposes to use in providing the required services.
  
4. Respondent to identify its proposed Project Manager who will assume day-to-day responsibility for interactions with the Authority. Provide a description of the approach used in managing your professional resources and those of your subcontractors (if any).

### **Project Approach**

5. Respondents to provide information for the proposed engagement survey including but not limited to functionality and unique features.
6. Provide a sample report given to Senior Management to summarize the results from an employee engagement survey for a company that is similar in size to the Authority.
7. Describe your approach to ensure confidentiality of the employees responding to the employee engagement survey where the ratio for employee to manager is extremely low (for example, two (2) employees to one (1) manager).
8. Provide a proposed timeline to meet the scope of work.

### **Customer Service**

9. Describe what customer support and services your company provides for the proposed system and users.

### **Diversity Plan**

10. Respondent is to identify the potential types of services to be performed by certified M/W/VBE firms to meet the stated participation goals in the Section titled "Business Diversity Participation". If Respondent anticipates not meeting the stated goals, please provide the diversity plan to meet the goal and an explanation of the shortfall.

### **Costs**

11. Provide itemized pricing for the tasks to accommodate the Scope of Work specified in the RFI. Also provide pricing for optional features that could be beneficial to the Authority. If there are any options and/or services that would not be included in such compensation, so state specifically, along with an indication of any proposed additional charges.

### **Contract**

12. A sample Service Agreement (Reference Exhibit "B") is included in this RFI. Respondent to advise the Authority of any issues with this sample agreement.

**Exhibit "B"**  
**Sample Service Agreement**



Indianapolis Airport Authority

**Contract for Services**  
**(Sample)**

**Agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2017.**

BETWEEN the:

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

and the Contractor:

For:

## CONTRACT FOR SERVICES

This is an Agreement by and between the Indianapolis Airport Authority (hereafter referred to as the "Authority") and (Name) (hereafter referred to as "Contractor"), referred to hereinafter as "Party" or collectively as "Parties".

Whereas, Authority seeks the assistance of Contractor to provide certain services;

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

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

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

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

Contractor shall report to, and act under the direction of, the Authority's Director of \_\_\_\_\_, or her/his designee, in providing the services which are more particularly described in Attachment A - Scope of Work attached hereto and made a part hereof.

### **II. Changes in the Work**

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

### **III. Consideration**

For all services and equipment rendered under this Agreement, the Authority agrees to pay Contractor (to be determined based on RFI response and negotiations). No payment shall be processed without a detailed and itemized billing statement. All payments made to Contractor shall be net thirty (30) days.

### **IV. Term**

This Agreement shall commence on contract execution and end on \_\_\_\_\_, 2017 (the "Initial Term") and the Initial Term shall be one (1) year.

### **V. Option to Renew**

Prior to the expiration of the Term or any renewal term, the Authority may elect to extend this Agreement, in whole or in part, for a period of one (1) year. Any such

renewal shall be subject to the same terms and conditions set forth in this Agreement. In no event shall any Renewal Term exceed the Term of the original agreement. The cumulative term of the Agreement, including any renewals, shall not exceed five (5) years.

## **VI. Access to Records**

Contractor and its subcontractors, if any, must provide the Authority, its auditors or any of its duly authorized representatives, with access to all books, documents, papers, and accounting records and other evidence pertaining to all costs incurred under this Agreement. Contractor must make such materials available at its office 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 Authority. Copies thereof shall be furnished at 10 cents (ten cents) per page if provided by hard copy. If sent electronically, the Authority will receive no charge. The Contractor shall provide the documentation requested with 30 days written notice by the Authority.

## **VII. Assignment**

Contractor binds its successors and assigns to all the terms and conditions of this Agreement.

Contractor may assign its right to receive payments to such third parties as Contractor may desire without the prior written consent of the Authority, provided that the Contractor 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 Agreement and shall not be made to more than one (1) party.

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

## **VIII. Compliance with Laws**

Contractor 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.

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

## **IX. Condition of Payment**

All services provided by Contractor under this Agreement must be performed to the Authority's satisfaction, in accordance with all applicable rules, regulations, federal, state and local laws. The Authority shall not pay for any work in violation of federal, state or local statute, ordinance, rule or regulation.

## **X. Default**

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

- A.) Contractor's failure to correct or cure any breach of this Agreement;
- B.) Contractor's failure to provide services in accordance with the specifications set forth in the Contractor's written response for request of services, proposal and Scope of Work;
- C.) Contractor's failure to perform the services within the time specified in this Agreement or any extension;
- D.) Contractor's failure to make progress so as to endanger performance of this Agreement; or
- E.) Contractor's failure to perform any of the other provisions of this Agreement.
- F.) Contractor's failure to comply with federal, state and local laws or policies of the Authority.

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 Agreement.

## **XI. Governing Laws**

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

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.

## **XII. Indemnification**

Contractor 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"), as a proximate result of the acts or omissions of the Contractor, its agents, servants, or employees, or arising out of the operations of Contractor under this Agreement or 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 Contractor herein agrees to hold Authority harmless, then and in that event, the Authority shall notify Contractor of such claim and Contractor shall have the right to settle, compromise or defend same. Contractor shall further use legal counsel reasonably acceptable to the Authority in carrying out

Contractor's obligations hereunder. Any final judgment rendered against the Authority for any cause for which Contractor is liable hereunder shall be conclusive against Contractor as to liability and amount, where the time for appeal there from has expired. The indemnity provision set forth herein shall survive any expiration or termination of this Agreement.

### **XIII. Claims and Liabilities**

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

### **XIV. 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 (and rated at least A- or better by A.M. Best), 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 VIII. 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 professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence;
- (3) 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;
- (4) 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 Two Million Dollars (\$2,000,000.00) per occurrence; and

- (5) 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.

#### **XV. Independent Contractor**

Both Parties hereto 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. Neither Party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other Party. Contractor shall be responsible for providing all necessary Unemployment and Workers Compensation Insurance for its employees.

#### **XVI. Minority, Women, and Veteran Owned Business Enterprises**

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

#### **XVII. No Third Party Rights**

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

#### **XVIII. Non-Discrimination**

Pursuant to IC 22-9-1-10 and the federal Civil Rights Act of 1964 the Contractor, and 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, 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.

#### **XIX. Non-Waiver**

No right conferred on either Party under this Agreement shall 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.

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

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement; (2) Authority purchase order, if any; (3) Authority's attachments, including its Request for Information; and (4) the proposal and related documents submitted by Contractor. All of the foregoing, including documents and attachments, are incorporated fully by reference.

#### **XXI. Ownership of Documents**

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

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

In the event of the termination of Contractor under the provisions of this Agreement or the termination, suspension, abandonment or completion of the tasks outlined herein, the Contractor shall deliver to the Authority within thirty (30) days all Works created by the Contractor in connection with this Agreement. The Authority, as the holder of all rights, title and interest, including all copyrights, in all Works created by Contractor, shall have the right to use or reuse any and all such Works for any purpose at the Authority's sole discretion and at no additional cost to the Authority.

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

#### **XXII. Performance**

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

### **XXIII. 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 unenforceable provisions shall remain in full force and effect.

### **XXIV. Special Provisions**

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

### **XXV. Suspension and Termination**

In the event that either Party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of natural disasters, actions or decrees of government bodies, the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement are suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

### **XXVI. Taxes**

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

### **XXVII. Termination for Convenience**

This Agreement 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 Contractor of a termination notice at least three (3) days prior to the effective date of the termination, specifying the extent to which services are to be provided until the termination becomes effective. Contractor shall be compensated for services rendered prior to the effective date of termination. In no event shall the Authority be liable for services received by the Authority after the effective date of termination. Contractor shall be compensated for services herein provided, but in no case shall total payments made to the Contractor exceed the original price due on the Agreement.

Contractor shall have the right to terminate the agreement if Contractor determines that such termination is in the best interest of the Contractor. Termination of services shall be completed by delivery to the Authority of a termination notice at least ninety (90) days prior to the effective date of the termination. Contractor shall continue to provide all services per this Contract, unless otherwise directed by the Authority in

writing until the termination becomes effective. Authority shall only be invoiced for services rendered by the Contractor prior to the effective date of termination.

### **XXVIII. 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 the Authority becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the Authority may request in writing the replacement of any or all such individuals and the Contractor shall grant such request.

### **XXIX. Integration & 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 the Parties hereto. The Parties having read and understood the foregoing terms of the attached Agreement do by their respective signatures dated below, hereby agree to the terms hereof.

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.

### **XXX. 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 B" 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:

- A.) 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 firm or person other than a bona fide employee working solely for me or the Contractor, to

solicit or secure this Agreement other than that which appears on the face of this Agreement; or

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

IN TESTIMONY WHEREOF, the Parties hereto have executed this Agreement, the day and year referenced below.

**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**

