

**GREENVILLE-SPARTANBURG AIRPORT DISTRICT**

**INVITATION FOR BID**

FOR

**GROUND SUPPORT EQUIPMENT**

FOR



**GSP** INTERNATIONAL  
**AIRPORT**  
ROGER MILLIKEN FIELD

ISSUED: September 01, 2022

**Table of Contents**

**SECTION 1.0 INVITATION FOR BID (IFB) ..... 3**

**SECTION 2.0 INSTRUCTIONS TO BIDDERS ..... 3**

2.1 BIDDER QUALIFICATIONS.....3

2.2 BID REQUIREMENTS .....3

2.3 BASIS FOR AWARD .....4

2.4 NOTICE OF AWARD .....4

2.5 EXAMINATION OF SPECIFICATIONS .....4

2.6 PREPARATION OF BID .....5

2.7 ACCEPTANCE OR REJECTION OF BIDS.....5

2.8 DISQUALIFICATION OF BID(S) .....6

2.9 GENERAL.....6

2.10 BID CLARIFICATIONS – WRITTEN AND ORAL.....6

**SECTION 3.0 GENERAL CONDITIONS ..... 6**

3.1 SCOPE OF WORK .....6

3.2 INSURANCE .....7

**SECTION 4.0 GENERAL PROVISIONS ..... 8**

4.1 KICKBACK PROVISION .....8

4.2 SOLICITATION PROVISIONS .....8

**ATTACHMENTS**

- Attachment 01 – Procurement Specification: Ground Support Equipment
- Attachment 02 – Bid Form
- Attachment 03 – Purchase Agreement

## **SECTION 1.0 INVITATION FOR BID (IFB)**

The Greenville-Spartanburg Airport District (herein referred to as "District") has a requirement to purchase Ground Support Equipment (GSE). This solicitation document outlines the prerequisites, selection process, and documentation necessary to be considered responsive and submit a responsible bid. It is strongly recommended that you review the entire document prior to submitting a bid. Your company shall base its price generally upon the conditions and specifications contained in this document. Your Company shall furnish, without limitation, all labor, equipment and materials as specified herein all at the successful Bidders expense.

## **SECTION 2.0 INSTRUCTIONS TO BIDDERS**

### **2.1 BIDDER QUALIFICATIONS**

- A. Each bidder shall provide to the District satisfactory evidence of its competency to provide the proposed equipment and to perform any related work necessary to complete the purchase.

### **2.2 BID REQUIREMENTS**

- A. The bid must include all criteria described throughout this solicitation to be considered responsive and eligible for award. Please submit two (2) hard copies of your sealed bid and one (1) electronic copy to the point of contact (POC) at the following address:

Steve Bowlin  
Greenville-Spartanburg Airport District  
2000 GSP Drive, Greer, SC 29651-9202  
*Attn: Sealed Bid For GSE Equipment*  
Email: [sbowlin@gspairport.com](mailto:sbowlin@gspairport.com)  
Office Phone: 864.655.6224

- B. The deadline to submit a sealed bid is Thursday, September 22, 2022, at 2:00pm. All bids received after the deadline will be returned unopened. It is the sole responsibility of the bidder to ensure sealed bids are delivered or mailed to the District by the appointed date and time. All responsive bids shall become the property of the District and must be provided without cost to the District.
  - i. This solicitation does not commit the District to enter into a contract for any equipment described herein or to pay any costs during the preparation of this IFB.
- C. The deadline to submit questions is Thursday, September 15, 2022, at 12:00pm. An addendum (if necessary) will be issued with question responses no later than Thursday, September 16, 2022, at 5:00pm. All questions regarding the IFB shall be directed to the POC listed above.
- D. Bids that do not conform to the following requirements will be considered non-responsive and may be removed from further consideration.
  - i. Bidders shall furnish all data, exhibits, or statements that it deems essential and pertinent to assure total understanding and evaluation of its bid by the District.
  - ii. Bids must be submitted in such a manner as to make them complete and free from ambiguity, without alterations or erasures.

- E. Bidders shall review the bid conditions in full for additional information relating to the preparation of a bid.
- F. Bidders shall review the general conditions requirements, any time limitations for the work, bonding requirements, and any other requirements of the contract. By submitting a bid, the bidder acknowledges they have reviewed the general conditions and have no objections with the purchase requirements, if awarded a purchase agreement.

### **2.3 BASIS FOR AWARD**

- A. An Award will be made to the bid with the lowest overall price based on the procurement specifications as set forth in this solicitation. The District reserves the right to enter into multiple purchase orders to fulfill this requirement.
- B. Companies interested in providing a bid for this requirement are not required to submit a price for all items on the Bid Form.
  - i. Bidders are encouraged to bid only the pieces of equipment that they are capable of delivering in a reasonable amount of time and for a reasonable price.

### **2.4 NOTICE OF AWARD**

- A. The District anticipates issuing a Notice of Award to the successful bidder within 30 calendar days after the bids are received. However, the District reserves a period of 90 calendar days after such receipt during which time the Notice of Award may be given. The successful bidder to whom an Award is made, shall acknowledge receipt of purchase agreement within seven (7) calendar days after receiving the Notice of Award.

### **2.5 EXAMINATION OF SPECIFICATIONS**

- A. Each bidder is expected to carefully examine the procurement specifications. Each bidder shall satisfy itself as to the character, quality, and quantities of equipment, materials to be provided, and as to the requirements of the purchase agreement documents. If, as a result of any such examination, any bidder concludes that the materials and labor evidently necessary for proper completion of the work are not included in the purchase agreement documents, the bidder shall report such deficiencies or omissions to the District on a timely basis and District shall make such corrections as are warranted via addendum. If a bidder fails to make such report, and the District is not otherwise advised of such doubtful matter, the bidder shall be responsible for the costs of any materials or labor reasonably necessary for proper completion of the work as intended by the contract documents if awarded a Purchase Agreement. Under no circumstances or conditions will such costs be allowed as an extra by the District after an Award is made.
- B. If, in the opinion of any interested bidder, there is any doubt or ambiguity as to the meaning of any part of the purchase agreement documents, the bidder shall submit such matter to the District in writing by e-mail prior to the scheduled deadline to submit questions in order that the necessary explanations or corrections may be made before date and time for opening of the bids. Any such additions, changes, clarifications or corrections, if required, will be made in accordance with Section 2.7(A).
- C. Any information in addition to and not included in the bid or purchase agreement, which have been made available by the District are made available without warranty, express or implied, for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which may make

or obtain from its investigation of the information and other records or tests that are furnished as a convenience to the bidder by the District.

- D. The bidder shall submit the brand name, descriptive literature and a photograph of the product provided in its bid.
  - i. Included with the descriptive literature, each bidder must include standard and optional warranty information as well as a detailed list of options available for the Ground Support Equipment provided in the bid submittal (if applicable).
- E. The specifications described in greater detail in the procurement specifications establish a minimum standard of quality only.

## **2.6 PREPARATION OF BID**

- A. The bidder shall submit a bid on the form provided by the District. The bidder shall state the price (written in ink or typed) both in words and numerals for as directed in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. The bid must be signed in ink by a person who is authorized to contractually commit their company to the price stated on the bid form.

## **2.7 ACCEPTANCE OR REJECTION OF BIDS**

- A. All responsive bids shall be considered valid for a period of ninety (90) calendar days from the deadline date and provide a statement in the bid submittal to that effect. If bidder is unable to validate its bid price for ninety (90) calendar days, bidder must state the number of days its bid price is valid for and provide a statement about why bidder cannot validate its bid price for ninety (90) calendar days. At any time, up to the hour and date set for receipt of bids, bidder may withdraw its bid by requesting in writing to the District. All bids received by the deadline shall be subject to the applicable laws and regulations governing public disclosure and considered part of the public record of this IFB process.
- B. The District reserves the right to reject any and all bids, to waive minor informalities and irregularities in the bid submission process, to extend the date of submittal, to request additional information and data from any or all bidders, to supplement, amend, or otherwise modify the IFB prior to the closing date. The District also reserves the right to cancel this IFB at any time prior to an award with or without the substitution of another IFB.
- C. Any bid which is conditional, ambiguous, or which contains additions or alterations not specifically requested, or irregularities of any kind, may be rejected. The District may also consider a bid incomplete and may reject it if:
  - i. The Bid Form furnished herein is not used or is altered.
  - ii. There are alternate Bids not called for or irregularities of any kind, which may tend to make the Bid indefinite or ambiguous as to its meaning.
- D. If the successful bidder refuses to enter into a Purchase Agreement within 30 calendar days after the Purchase Agreement is provided for execution, the District shall have the right to engage and accept the bid(s) of any other qualified bidder(s) which submitted a bona fide bid in response to this solicitation, without re-advertisement.
- E. If the District accepts a bid and makes an award as a result of this solicitation, the District reserves the right, in its sole judgement, to negotiate with the successful bidder which may

result in a modification to the bid because it is deemed advantageous to the District to do so even though it may appear the successful bid may not be the lowest and best price.

## **2.8 DISQUALIFICATION OF BID(S)**

- A. Any of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of a Bid.
  - i. Submission of more than one (1) bid hereunder by an individual, firm or corporation under the same or different names.
  - ii. Evidence of collusion among bidders.
  - iii. A bidder's default or arrearage under any other previous or existing agreement with the District or with anyone or business other than the District.
  - iv. Existence of any unresolved claims between the Company and the District.

## **2.9 GENERAL**

- A. The following conditions relate to the submission of bids and any Purchase Award to be made as a result of this solicitation:
  - i. The District reserves the right to accept the bid offered by a responsible and qualified bidder which, in the District's sole opinion; best meets all of the goals and requirements stated elsewhere in these bid documents and is the lowest price. Responsibility and qualification are to be determined from the information furnished by the bidder, as well as from other sources, determined to be appropriate by the District. The District further reserves the right not to make an award until after such investigations, as are deemed appropriate, are made.
  - ii. The District shall not be obligated to respond to any bid submitted, nor shall the District be legally bound in any manner whatsoever by the submission of a bid by any bidder.
  - iii. Any agreement arising out of any bid submitted hereunder, and any negotiations that may follow, shall not be binding or valid against the District, its officers, employees or agents unless provided in writing and executed by the District.

## **2.10 BID CLARIFICATIONS – WRITTEN AND ORAL**

- A. Should there be any doubt as to the meaning or content of this solicitation, the bidder shall notify the point of contact provided in Section 1.0 in writing. Corrections, changes or clarifications, if required, will be made via addenda that will be issued with sufficient time before the deadline to submit bids to all bidders interested in participating in this solicitation. The District shall not be responsible for any oral or other instructions, interpretations, or explanations not provided via addenda.

## **SECTION 3.0 GENERAL CONDITIONS**

### **3.1 SCOPE OF WORK**

- A. The bidder agrees to manufacture, sell, transfer and deliver, in accordance with the terms set forth in the bid documents, the product, as the District has described in the procurement specifications. The terms of the bid documents shall supersede any contrary or inconsistent

terms set forth on any purchase orders, purchase order acknowledgements, invoices, confirmations and/or other similar documents.

- B. No supplemental provisions of any such purchase orders, purchase order confirmations, invoices, confirmations or other similar documents shall be binding upon the District unless such document is signed by an authorized representative of the District.
- C. The bidder agrees to provide all personnel, labor, supplies and equipment required for the purchase or service as described in this solicitation.
- D. Delivery Schedule: Each bidder shall provide its current delivery schedule for Ground Support Equipment. The successful bidder shall be bound by this delivery schedule until such time as the Product is delivered and accepted by the Authority in accordance with Section 2.8 (A), acceptance of responsive bids, and Section 2.5, Examination of Specifications.
- E. Safety and Security Requirements: Safety and security of Airport operations are a prime and overriding concern of the Authority. Therefore, the Company shall be bound and shall abide by all rules, procedures, regulations and laws of all governmental bodies, including regulations and rules and procedures of the Authority, as the same may be promulgated from time to time, that relate to Airport access, security and/or safety.

### **3.2 INSURANCE**

- A. The bidder shall obtain, at its sole cost, or provide evidence of insurance coverage as follows:
  - i. Comprehensive General Liability Insurance limits of not less than \$1,000,000 per occurrence. If access to the airfield is required for delivery, a limit of not less than \$2,000,000 is required.
  - ii. Automobile Liability (owned, non-owned, and hired automobiles), Bodily Injury, and Property Damage Insurance with limits of not less than \$1,000,000 per accident. If access to the airfield is required for delivery, a limit of not less than \$2,000,000 is required.
  - iii. Workers Compensation and Employer's Liability Insurance with limits not less than \$1,000,000.
  - iv. All insurance policies must name the "Greenville-Spartanburg Airport District, its Commissioners, Officers, Servants, Agents, and Employees" as additional insureds with respect to general and automobile liability coverages, and shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice from Seller to District. Certificates evidencing such insurance must be submitted by Seller to District prior to Seller providing any goods or equipment/material or services, and at least fifteen (15) days prior to the expiration dates of expiring policies. District reserves the right to request complete copies of any insurance policies required by these Terms and Conditions if deemed necessary to ascertain the details of coverage not provided by the Certificates.
  - v. All insurance provided by Seller under this PO shall include a Waiver of Subrogation by the insurers in favor of District, including its Commissioners, Officers, and employees. Seller hereby releases District for losses or claims for bodily injury, property damage or other insured claims arising out of Seller's performance under this PO.
- B. The bidder shall indemnify and hold harmless District, its Commissioners, Officers, and employees of, from, and against any and all claims and demands which may arise out of or is incidental to the performance of this PO. Contractor further agrees that it is responsible for and shall indemnify, defend, and hold harmless District for all damages to the property of District caused by an act or omission by Seller's agents, employees or independent contractors, and shall pay on behalf of District all sums that District shall become obligated

to pay by reason of the liability, if any, imposed by law upon District for damages because of bodily injury, including damages for care and loss of service, and including death at any time resulting from bodily injury, and because of injury to or destruction of property, including loss of use thereof, which may be caused by or result from any of the activities, omissions or operations of its agents, servants, employees or contractors.

- i. Contractor agrees to hold harmless, indemnify and defend District from and against any and all claims, including reasonable attorney's fees and other expense of District, for or in connection with, the accident, injury or damage whatsoever caused to any person or property and arising directly or indirectly, out of any action or omission of Seller or any subcontractor which condition was not specified to be created or maintained by Seller.
- ii. The agreement to hold District, its Commissioners, Officers, and employees harmless shall not be limited to the limits of liability insurance required under the provisions of this PO.

## **SECTION 4.0 GENERAL PROVISIONS**

### **4.1 KICKBACK PROVISION**

Offerors seeking to do business with the District, its employees, or Commissioners are prohibited from offering or providing any type of payment or other form of consideration if it is intended to reward, influence, or give the appearance of rewarding or influencing the District, its employees, or Commissioners with respect to their employment.

### **4.2 SOLICITATION PROVISIONS**

#### **A. CIVIL RIGHTS – TITLE VI ASSURANCE**

##### **i. Solicitation Notice**

The Greenville-Spartanburg Airport District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **B. DEBARMENT AND SUSPENSION**

##### **i. Certification of Bidder Regarding Debarment**

By submitting a bid under this solicitation, the bidder certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **C. FEDERAL FAIR LABOR STANDARDS**

##### **i. Solicitation Notice**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.



# ATTACHMENT 01

## PROCUREMENT SPECIFICATION – GROUND SUPPORT EQUIPMENT

### 1.0 GROUND POWER UNIT (GPU)

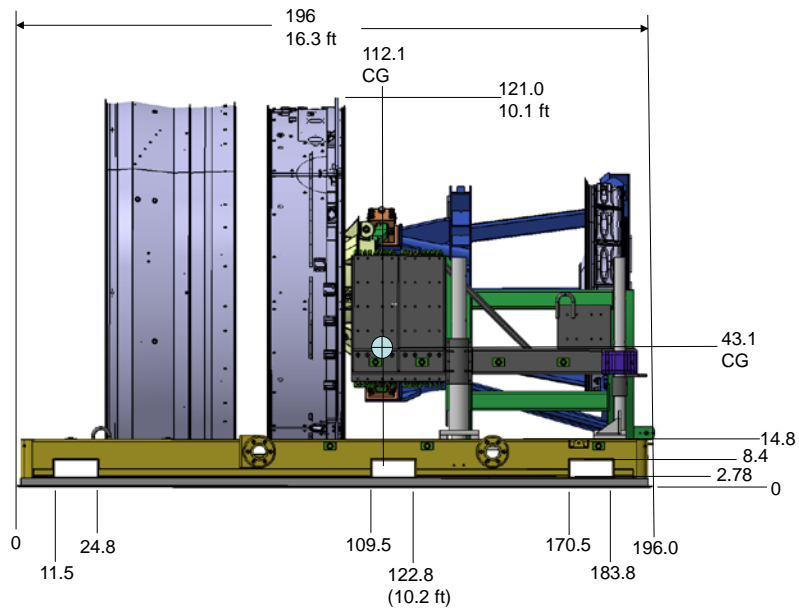
- 90KVA 400Hz
- Diesel Engine (prefer Cummins)
- Corrosion resistant panels
- (2) each 90 KVA output cables (30')
- (1) each 28V DC output cable (30')
- Low fuel warning beacon
- Amber operations beacon
- Low noise – Hush Kit
- (2) each Operators manual
- Cable storage bins
- Fifth wheel with towbar actuated brake

### 2.0 Cargo Loader

- Capable of loading freight 335cm unobstructed, see specific item details below. Loader must be able to accommodate the Rolls Royce T-1000 aircraft engine which will require 335cm or 10' 10" at diameter of engine.

Rolls Royce engine shipment to SeaTac  
747 freighter configuration

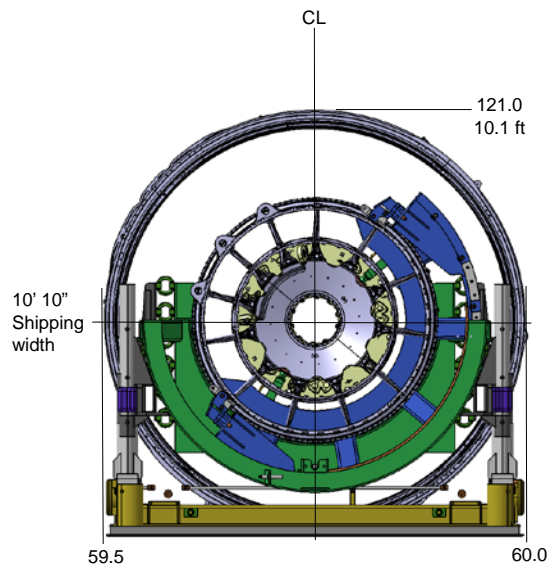
APS (all purpose stand) shown, PDS (production delivery stand) also included in overall height requirement



# ATTACHMENT 01

## PROCUREMENT SPECIFICATION – GROUND SUPPORT EQUIPMENT

Rolls Royce engine shipment  
SeaTac to Boeing truck transportation



- Mates to all widebody and narrowbody aircraft for Main Deck and Lower Deck including B-777F
- Can handle two PCM's simultaneously
- Must lift 60,000 lbs.
- Low Fuel Shutdown
- Bridge tilt and side shift capable
- LHS fold down handrail
- Tier 4 Diesel engine

***END OF PROCUREMENT SPECIFICATIONS***

**ATTACHMENT 02  
BID FORM**

**BIDDER'S DECLARATIONS**

The undersigned, having examined the conditions associated with the proposed Product or Service to be provided, and having carefully read and examined all of the Bid Documents and having become familiar with the specifications, requirements and procedures thereof, hereby proposes and offers to perform all obligations associated herewith and proposes to furnish all labor, supplies, and equipment required to perform all of the work in strict accordance with the Bid Documents.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Bid Documents and specifications and is satisfied that they are accurate; that it has carefully checked all words and figures, and other matters that in any way affect the work or the cost thereof.

**SECTION 1.0 BID PRICE**

**1.1 Ground Support Equipment**

Item Description	Quantity	Unit Price
Ground Power Unit 90KVA	1	\$
Loader	1	\$
	1	\$
	1	\$
	1	\$
Sales Tax	7.00%	
<b>TOTAL PRICE</b>		<b>\$</b>

**SECTION 2.0 WARRANTY**

- 2.1 Bidder agrees to construct, manufacture, sell, transfer and deliver in accordance with the terms of the Agreement, such Product or Service as specified in the Specifications and as the Authority may request.
- 2.2 The Product furnished under this Agreement shall be new and unused, of the latest product in production to commercial trade and shall be of the highest quality as to materials used. Manufacturer furnishing the Product shall be experienced in design and production of such Product and shall be an established supplier of the Bid item.
- 2.3 Bidder shall provide a minimum written warranty for materials and workmanship on the equipment based on the Procurement Specifications for each piece of equipment. Please include warranty information separately for review.
- 2.4 The District will consider the cost of purchasing an extended warranty in addition to the minimum warranty provided by the Manufacturer of the equipment. All extended warranty information and costs associated with extended warranties will not be considered in the base bid of this solicitation. Please included extended warranty information separately for review.
- 2.5 Bidder warrants to the District that it will strictly conform to the specifications, drawings, samples, symbols, or other descriptions specified in this solicitation. That the Product will be free from any liens or encumbrances and be new, merchantable, and otherwise be free from defects in design, material and workmanship. Bidder also warrants that no conflict of interest exists between the services and products to be provided under this solicitation and the Bidder's other activities. If a

**ATTACHMENT 02**  
**BID FORM**

conflict of interest arises during this solicitation, and prior to contract award, Bidder shall immediately inform the District of any such conflict or potential conflict.

- 2.6** The Bidder warrants to the District that the Product shall be free from defects in materials and workmanship and shall conform to the requirements of the project/order. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The equipment furnished under this contract shall be newly manufactured and unused, of the latest product in production to commercial trade. The manufacturer furnishing the Product shall be experienced in design and construction of such Product and shall be an established supplier of the Product.
- 2.7** In the event the Product is not provided in accordance with the Agreement Documents, notice shall be given to the Seller to immediately provide personnel, equipment and supplies necessary to correct any deficiencies. If within two days of such notice, Seller has not corrected specified deficiencies to the satisfaction of the District, and according to the Specifications, the District may, at its option, provide such personnel, equipment and supplies from its own source or by contract as required to correct the deficiencies, and the Seller shall pay such costs incurred to affect such remedy. Any such amounts so charged to the Seller shall be deducted from any sums due or becoming due from the District to the Seller.

**SECTION 3.0 EXCEPTIONS**

Bidder shall list below any exceptions (if any) from the specifications provided in these Bid Documents that apply to their bid. Bidders' disclosure of any exception to the specifications does not constitute acceptance on the part of the District of such exception. The District reserves the right in its sole discretion to consider exceptions to the specifications as either acceptable or not acceptable, and to consider the bid invalid or non-responsive. If the bidder requires additional space for exclusions, please attach such exclusions separately.

Exclusion #1
Exclusion #2
Exclusion #3
Exclusion #4
Exclusion #5

**SECTION 4.0 CERTIFICATION AND DISCLOSURE REGARDING LOBBYING**

The Bidder certifies by signing and submitting this bid, to the best of their knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

**ATTACHMENT 02**  
**BID FORM**

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

render the maker subject to prosecution under Title 18, United States Code.

**SECTION 5.0 DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Bidder certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily declared ineligible for the award of contracts by any Local, State, or Federal agency;
- (b) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (b) of this certification.
- (d) Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied; and
- (e) Have not within a three-year period preceding this offer had one or more public contracts or subcontracts (Federal, State, or local) terminated for cause or default; and

Where the Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this application.

**SECTION 6.0 ACKNOWLEDGEMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.:	_____	Date:	_____
Addendum No.:	_____	Date:	_____
Addendum No.:	_____	Date:	_____

**ATTACHMENT 02  
BID FORM**

Company Name of Bidder: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

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

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

Printed Name and Title: \_\_\_\_\_

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

**ATTACHMENT 03  
DRAFT PURCHASE AGREEMENT**

**AGREEMENT**

**GREENVILLE-SPARTANBURG AIRPORT DISTRICT**

FOR

**GROUND SUPPORT EQUIPMENT**

**THIS PURCHASE AGREEMENT** (the "Agreement") is made and entered into as of TBD, by and between the **GREENVILLE-SPARTANBURG AIRPORT DISTRICT**, a body politic created and existing under the laws of the State of South Carolina, whose address is 2000 GSP Drive, Suite 1, Greer, SC 29651 (the "District"), and **TBD**, whose address is TBD, (the "Seller").

**WITNESSETH**

**WHEREAS**, District anticipates a need for *Ground Support Equipment* (hereinafter called "Product"); and

**WHEREAS**, Seller is desirous of providing such Product;

**NOW THEREFORE**, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, the parties hereby mutually undertake, promise, and agree and as follows:

Seller hereby agrees to construct, manufacture, sell, transfer and deliver the Product to District subject to and in accordance with the Contract Documents herein contained in this Agreement.

This Agreement, together with the following documents, constitute the "Agreement Documents" and are attached hereto and made a part hereof:

- (a) Invitation for Bid Advertisement
- (b) Attachment 02 – Bid Form

**1. SCOPE OF WORK**

The Seller agrees to construct, manufacture, sell, transfer and deliver the Product in accordance with the terms set forth in the Bid Form Document and subsequent Agreement Documents.

**2. TERM**

This Agreement shall be binding upon execution by both parties and end upon inspection and acceptance of the Product by the District.

If the Seller fails to complete the work and deliver the Product by the date specified herein for achievement of Substantial Completion, such as date may be adjusted pursuant to the Agreement Documents, District shall deduct from progress payments or any other funds remaining due to the Seller or, if no funds remain due, Seller shall pay to District the amount specified under the General Provisions for each day that the Work remains uncompleted beyond the specified delivery date. Such sum is hereby, in view of the difficulty of estimating such damages, mutually agreed upon, fixed and determined by the Seller and the District as the liquidated damages that the District shall suffer by such default and not by way of penalty.

**ATTACHMENT 03**  
**DRAFT PURCHASE AGREEMENT**

**3. COMPENSATION**

The District shall pay to Seller the lump sum amount of     \$TBD     for the construction, manufacture, transfer and delivery of the Product. Except as provided herein, no price changes, additions, or subsequent qualifications will be honored during the course of the contract without prior approval from an authorized representative of the District.

**4. ACCEPTANCE**

This Agreement shall become a binding agreement between Seller and the District upon: (a) written acceptance by Seller, (b) commencement of performance by Seller, or (c) otherwise acknowledging acceptance of this Agreement, whichever occurs first. By acceptance of this Agreement, Seller agrees to strictly comply with all the Terms and Conditions and specifications, including those contained in all documents incorporated into the Agreement by reference. Any reference to Seller's quotation, bid, or proposal does not imply acceptance of any terms, conditions, or instruction contained in such document. District reserves the right to reject any different or additional terms in Seller's acceptance of this Agreement or in any documentation provided by Seller. District's acceptance of any goods shall not operate as a waiver of rights hereunder or otherwise relieve Seller from its responsibility for supplying and delivering goods or any other obligation of the Seller in accordance with the requirements of this Agreement.

**5. CHANGES**

The District reserves the right to make any change to quantities, delivery schedule and/or specifications upon reasonable notice to Seller. If such changes cause a material increase or decrease in the Seller's costs or time of performance of this Agreement, Seller shall notify the District immediately and negotiate an adjustment. The Seller shall submit any change requests in writing to the District. Amendments or changes to this Agreement shall only be issued at the sole discretion of the District.

**6. PAYMENT**

Terms of payment shall be Net Thirty (30) Days as mutually agreed between Seller and District unless otherwise stipulated in this Agreement. The total amount of money due to the Seller from the District shall be clearly stated in Agreement Documents. Seller is only entitled to payment for goods or equipment/material that are specifically named in the Agreement Documents and these Terms and Conditions. The District shall not be required to pay for additional costs incurred by the Seller related to extra services, overtime or holiday pay, or other costs required to meet the specifications of goods or equipment/material in this Agreement.

**7. INVOICES**

Seller's invoices must contain all necessary information required for the District to properly review the goods or equipment/material for which the seller has submitted an invoice. If an invoice does not contain all necessary information required to authorize payment, the District shall reject the invoice. Once an invoice is rejected, the Seller must submit a new invoice and the payment period of Net 30 Days will be reset to the date the new invoice is received and accepted.

**8. INSURANCE**

Seller shall, at its sole cost, during the performance of the Work maintain insurance coverage as follows:

- Comprehensive General Liability Insurance, including but not limited to, Personal and Advertising Injury, Manufactured Products Liability, Contractual Liability broad form Property Damage Liability coverage with limits of not less than \$1,000,000 per occurrence. *A limit of not less than \$2,000,000 is required if access to the Airfield is required.*



**ATTACHMENT 03**  
**DRAFT PURCHASE AGREEMENT**

- Automobile Liability (owned, non-owned, and hired automobiles), Bodily Injury, and Property Damage Insurance with limits of not less than \$1,000,000 per accident. *A limit of not less than \$2,000,000 is required if access to the Airfield is required.*
- Workers Compensation and Employer's Liability Insurance with limits not less than \$1,000,000.

All insurance policies must name the ***"Greenville-Spartanburg Airport District, its Commissioners, Officers, Servants, Agents, and Employees"*** as additional insureds with respect to general and automobile liability coverage's, and shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice from Seller to District. Certificates evidencing such insurance must be submitted by Seller to District prior to Seller providing any goods or equipment/material or services, and at least fifteen (15) days prior to the expiration dates of expiring policies. District reserves the right to request complete copies of any insurance policies required by these Terms and Conditions if deemed necessary to ascertain the details of coverage not provided by the Certificates.

All insurance provided by Seller under this Agreement shall include a Waiver of Subrogation by the insurers in favor of District, including its Commissioners, Officers, and employees. Seller hereby releases District for losses or claims for bodily injury, property damage or other insured claims arising out of Seller's performance under this Agreement.

**9. INDEMNIFICATION**

Seller shall indemnify and hold harmless District, its Commissioners, Officers, and employees of, from, and against any and all claims and demands which may arise out of or is incidental to the performance of this Agreement. Contractor further agrees that it is responsible for and shall indemnify, defend, and hold harmless District for all damages to the property of District caused by an act or omission by Seller's agents, employees or independent contractors, and shall pay on behalf of District all sums that District shall become obligated to pay by reason of the liability, if any, imposed by law upon District for damages because of bodily injury, including damages for care and loss of service, and including death at any time resulting from bodily injury, and because of injury to or destruction of property, including loss of use thereof, which may be caused by or result from any of the activities, omissions or operations of its agents, servants, employees or contractors.

Seller agrees to hold harmless, indemnify and defend District from and against any and all claims, including reasonable attorney's fees and other expense of District, for or in connection with, the accident, injury or damage whatsoever caused to any person or property and arising directly or indirectly, out of any action or omission of Seller or any subcontractor which condition was not specified to be created or maintained by Seller.

The agreement to hold District, its Commissioners, Officers, and employees harmless shall not be limited to the limits of liability insurance required under the provisions of this Agreement.

**10. NOTICES**

All official notices shall be in writing and be served by email, hand-delivered, or registered or certified mail (return receipt requested), addressed to the party to be served at the address set forth below or at such other address as may be designated in writing. Service of notice shall be complete upon receipt of notice.

To District:  
Greenville-Spartanburg Airport District  
2000 GSP Drive, Suite 1  
Greer, SC 29651  
Attn: President/CEO

To Seller:  
  
  
Attn:

**ATTACHMENT 03**  
**DRAFT PURCHASE AGREEMENT**

**11. WARRANTY**

Seller warrants to District this Agreement shall strictly conform to the specifications, drawings, samples, symbols or other descriptions specified by District; shall be free from any liens or encumbrances; shall be new (certified used substitutions are acceptable with written approval from District), merchantable, and free from defects in design, material and workmanship; that no conflict of interest exists between the services and products to be provided under this Agreement and Seller's other activities. Seller shall immediately advise District of any such conflict of interest or potential conflict of interest which arises during performance of this Agreement and all goods or equipment/material covered by this Agreement, which are in accordance with Seller's design, drawings or specifications, shall be fit and suitable for the purpose intended.

Seller warrants that the goods shall continue to be free from defects in design, material and workmanship in accordance with Seller's standard warranty policy from the date of final acceptance. In addition to any other remedies available to District, District may return any nonconforming goods or equipment/material to Seller for correction or replacement, with all transportation charges and District's handling charges for return and redelivery to be borne by Seller. If Seller fails to accept return of nonconforming goods or equipment/material or fails promptly to correct or replace same, at District's election, Seller, without limiting its other rights, may, at Seller's expense, correct or replace the nonconforming goods or equipment/material or procure the goods or equipment/material from another subcontractor and charge the cost to Seller.

Products which have been rejected for warranty under this clause shall not thereafter be tendered for acceptance unless the former rejection and correction is identified, and such repaired or replacement goods or equipment/material shall be subject to the provisions of this clause to the same extent as the original goods or equipment/material and shall be from the delivery date of the repaired or replaced goods or equipment/material. If the products provided under this Agreement includes services, then Seller warrants and represents that the services will be performed in a professional and workmanlike manner and will conform in all material respects to the statement of work or, to standard industry practice if there is no statement of work.

If Seller breaches this warranty, the District may demand Seller to re-perform the non-conforming services or, at the District's option, to request a refund for the non-conforming services. These warranties are in addition to all other warranties specified herein or implied by law and shall survive acceptance and payment. All warranties shall favor District, its successors, customers, and the users of the goods or equipment/material.

**12. TITLE AND RISK OF LOSS**

The Seller warrants that it has the right to sell the goods or equipment/material and the ability to deliver good title to all goods or equipment/material. Title to the goods or equipment/material shall pass to District upon District's final inspection and acceptance of the goods or equipment/material. In addition to its other insurance obligations, the Seller shall insure the full value of the goods or equipment/material while in transit and in storage prior to acceptance of the goods or equipment/material by the District. The Seller shall promptly execute and provide the District with any and all documentation necessary to transfer title to the goods or equipment/material or evidence of District's title thereto.

**13. RESERVATION OF RIGHTS**

The making or failure to make any inspection of, or payment for, the goods or equipment/material covered by this Agreement shall in no way impair District's right to reject nonconforming or defective goods or equipment/material, District's knowledge of the non-conformity or defect, or the ease of its discovery, nor District's earlier failure to reject the goods or equipment/material.

**ATTACHMENT 03**  
**DRAFT PURCHASE AGREEMENT**

**14. DELIVERY**

Time is of the essence and shipment must occur within the time or times stated in this Agreement. If the goods or equipment/material are not shipped at such time and in such quantity as provided in this Agreement or in supplemental schedules furnished by the District, the District reserves the right, without liability and in addition to its other rights and remedies, to terminate this Agreement in whole or in part by notice effective when received by the Seller, for stated goods not yet delivered or equipment/material not yet rendered and to purchase substitute goods or equipment/material elsewhere. If the District terminates this Agreement because of delay, the Seller agrees that the District may return all or part of any shipment already made, at Seller's risk and expense, and may charge Seller with any loss, expense or injury sustained as a result of such shipment. If at any time either party has reason to believe that delivery will not be made as scheduled in this Agreement, it shall immediately give written notice to the other and set forth the cause of the anticipated delay.

Any goods or equipment/material in excess of quantity ordered may be returned by District to Seller at Seller's risk and expense. Any goods or equipment/material to be rendered in installments under this Agreement shall not be construed as making the obligations of the Seller severable.

**15. INSPECTION**

All goods or equipment/material shall be subject to inspection and approval within a reasonable time after delivery. District reserves the right to reject and refuse acceptance of goods or equipment/material which are not in accordance with the instructions, specifications, drawings, samples, data and/or descriptions specified or furnished or Contractor's warranty (expressed or implied) or the warranties provided in paragraph 10. District may charge Seller for the cost of inspecting goods or equipment/material that are rejected. Goods or equipment/material not accepted may be returned to Seller at Seller's risk and expense. Receipt of or payment for any goods or equipment/material ordered hereunder shall not be deemed an acceptance thereof.

Such inspection, or the waiver thereof, shall not relieve the Seller from full responsibility for furnishing goods or equipment/material conforming to the requirements of this Agreement, nor prejudice any claim, right or remedy of the District resulting from defective or unsatisfactory goods or equipment/material.

**16. TERMINATION FOR DEFAULT**

When Seller has not performed or has unsatisfactorily performed the obligations required by these Terms and Conditions, payment shall be withheld in the sole and absolute discretion of District. Failure on the part of Seller to fulfill the Agreement obligations shall be considered just cause for termination of the Agreement and Seller shall only be entitled to recover any undisputed costs incurred by Seller up to the date of termination, and Seller waives any and all claims for costs resulting from termination (including but not limited to consequential damages, lost profits, demobilization costs, termination costs, etc.).

**17. TERMINATION FOR CONVENIENCE**

At any time, District may terminate Agreement, in whole or in part, without showing cause upon written notice to Seller specifying the extent and the effective date of the termination. In connection with such termination, District shall pay Seller, as Seller's sole and exclusive remedy, a termination payment comprised of any amounts due for the items received prior to the termination date and Seller's reasonable and necessary direct costs resulting from the termination which are substantiated by evidence satisfactory to District (and determined in the sole and absolute discretion of District). In no event shall Seller be entitled to any payment or profit for any items received, but not accepted by District, nor shall Seller be entitled to any consequential damages of any type arising from the termination.

**18. FORCE MAJURE**

Neither party shall be liable for delays in delivery caused by circumstances beyond its reasonable control and without its fault or negligence, including strikes, lockouts, riots, epidemics, war, fire, flood,

**ATTACHMENT 03  
DRAFT PURCHASE AGREEMENT**

explosion, acts of God, or acts of terrorism. In no event shall shipping delays, product shortages, or lack of finances or cash flow shortages be considered as a cause beyond the control of a party. The party affected by the Force Majeure shall give prompt written notice thereof and, upon end of the Force Majeure, take all reasonable steps to resume compliance with its obligations. Notwithstanding the above, if such delays extend Seller's delivery or performance date by more than thirty (30) days, District may terminate such part of the Agreement remaining to be performed. In the event of such termination, the rights and obligations of the parties shall be determined in accordance with the provisions of section 14 above.

**19. GOVERNING LAW**

This Agreement and any and all extensions and/or modifications thereof shall be governed by and enforced in accordance with the laws of South Carolina and all proceedings with respect to this Agreement shall be commenced in the State of South Carolina, located in Greenville County. Additionally, this Agreement is agreed by the Seller to be made and performed in the State of South Carolina. In any legal proceedings, District is entitled to recover reasonable attorney's fees from Seller. If any provision or portion of any provision shall be deemed unenforceable or invalid for any reason whatsoever, this Agreement shall be deemed amended to exclude any such provision or portion and the balance of this Agreement shall remain in full force and effect.

**20. INDEPENDENT CONTRACTOR**

It is mutually agreed and understood that the Seller, in performing the Work set forth in this Agreement, acts as an independent contractor in every respect and shall not hold itself out as, nor shall it be deemed, an agent, servant, or employee of the District. The selection, retention, assignment, direction and payment of the Seller's employees and associates shall be the sole responsibility of the Seller. The District shall not attempt to exercise any control over the daily performance of duties by the Seller's employees. The Seller shall maintain all tax records for its employees who perform Work pursuant to this Agreement, and the Seller shall withhold and remit income taxes, federal insurance contribution act taxes and unemployment insurance taxes to the appropriate governmental agencies with respect to amounts paid by the Seller to its employees for their Work.

**21. ENTIRE AGREEMENT**

This Agreement, together with all attachments hereto, constitutes the entire agreement between the parties in respect to its subject matter and supersedes all prior and contemporaneous agreements between the parties in connection with the same subject matter. The Seller shall not assign, subcontract or transfer this Agreement or any part thereof, by operation of law or otherwise, or any Product to be rendered by the Seller hereunder, without the prior express written consent of the District.

**IN WITNESS WHEREOF**, the parties hereto have executed and entered into this Agreement as of the day and year first above written.

**DISTRICT:**

**SELLER:**

Greenville-Spartanburg Airport District

By:

By:

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

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

**ATTACHMENT 03**  
**DRAFT PURCHASE AGREEMENT**

Title:

---

---

Title:

---

---

Attested By:

Attested By:

Printed Name:

---

---

Printed Name:

---

---

Title:

---

---

Title:

---

---