



Request for Proposals

LANDSCAPE MAINTENANCE SERVICES / EROSION REPAIR

Richland – Lexington Airport District West Columbia, SC

ISSUED DATE: Friday, April 3, 2020

ISSUED BY: Richland – Lexington Airport District
3400 Air Commerce Drive
West Columbia, SC 29170

POINT OF CONTACT: Mr. Thomas Tapp, Facilities Maintenance Manager
Email: t.tapp@flycae.com

MANDATORY VERIFICATION OF THE VIDEO REVIEW: To be included in the Proposal.

QUESTION DEADLINE: Monday, April 13, 2020; no later than 2:00 p.m. ET
Jesse Turner \ eBridge Email: jesse.turner@ebridgeglobal.com

PROPOSAL DEADLINE: Wednesday, April 22, 2020; no later than 2:00 p.m. ET
Richland - Lexington Airport District
Attn. Thomas Tapp Airport Facilities Manager
3400 Air Commerce Drive
West Columbia, SC 29170

ONLINE REVERSE AUCTION: Tuesday, May 5, 2020, at 11:00 a.m. ET
Hosted Online by eBridge

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I. PURPOSE OF REQUEST

The Richland-Lexington Airport District (“District”) through this Request for Proposal (“RFP”) invites written proposals from qualified Contractors (“Contractors”) to provide **LANDSCAPE MAINTENANCE SERVICES & EROSION REPAIRS** at the Columbia Metropolitan Airport.

II. INSTRUCTIONS TO PROPOSERS

- A. Contractors shall submit three (3) hard copies of their proposal, **excluding pricing. Pricing will be collected exclusively online via reverse auction hosted by eBridge** Proposals must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: DO NOT OPEN – PROPOSAL ENCLOSED, “LANDSCAPE MAINTENANCE SERVICES & EROSION REPAIRS”, Contractor’s name, address, phone, and primary contact name. Proposals must be delivered to the following address:

Columbia Metropolitan Airport
3400 Air Commerce Drive
West Columbia, SC 29170
Attention: Thomas Tapp, Facilities Manager

All proposals must be delivered by **2:00 p.m. EDT Wednesday, April 22, 2020**

- B. Requests for extension of time to submit will not be granted. Late proposals will be rejected. Requests to modify or withdraw a proposal after its submission will not be considered. Proposals sent via e-mail or fax will not be accepted.
- C. The opening and reading of a proposal do not constitute the District's acceptance of the Contractor as a responsive and responsible Proposer.
- D. It is the sole responsibility of the Contractor to ensure that the proposal arrives on time and bears the handwritten signature of an officer duly authorized to sign all three copies. The name, address and telephone number of the person to contact must be clearly identified.
- E. Any questions about the RFP should be directed in writing to:

Jesse Turner
Email: jesse.turner@ebridgeglobal.com

- F. No proposal may be withdrawn for a period of ninety (90) days after the proposal submission deadline.
- G. Other than with written consent from the Point of Contact, all Proposers, including any persons affiliated with or in any way related to a Proposer, are strictly prohibited from contacting any Commissioners or any District personnel on any matter having to do in any aspect with this RFP after Friday, April 3, 2020. Any other contact with such persons associated with the District shall be made only through and in coordination with the Point of Contact and must be made in writing. Prohibitive or inappropriate contacts made by Proposer may result in the disqualification of the Proposer. This requirement will be strictly enforced.
- H. The District may elect to issue addenda to this RFP. All addenda will be posted on the District website at the following URL:

<http://www.flycae.com/procurement-bids/>

It is the responsibility of the Proposer to view, obtain or download all addenda issued by the District for this RFP. The Proposer shall acknowledge all issued addenda on the Acknowledgement of Addendum Form.

- I. Submission of a proposal establishes a conclusive presumption that the Contractor is thoroughly familiar with the Request for Proposal (RFP) and that the Contractor understands and agrees to abide by all of the stipulations and requirements contained therein.
- J. All notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the Proposal Form.
- K. All costs incurred in the preparation and presentation of the proposal are the Contractor's sole responsibility; no costs will be reimbursed to any Proposer.
- L. All documentation submitted with the proposal will become the property of the District.
- M. Proposals are to be submitted as outlined below:
 - 1. Proposer Questionnaire
 - 2. References
 - 3. Verification of Video Review and Independent Site Visit
 - 4. Annual Price Escalation
 - 5. Proof of Insurance Coverage
 - 6. Certification
 - 7. Proposal Form
 - 8. Acknowledgment of Addendum
- N. The District reserves the right to cancel any or all solicitations, in whole or in part, as well as reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined by the Executive Director or his designee that the best interest of the District will be served by so doing. If the solicitation is canceled or all proposals are rejected by the District, a notice will be posted on the District website as identified for the posting of addenda. A proposal will not be considered from any person, firm or corporation that is in arrears or in default to the District on any contract, debt, or other obligation, or if the Proposer is debarred by the District from consideration for a contract award.
- O. Proposals are subject to public disclosure after the final ranking in accordance with state law. All information contained in any submitted bid, request for proposal, or request for qualifications document to the District will be available for public review upon Freedom of Information Act (FOIA) request. All Contractors are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted. If such information is later sought by an FOIA request, the Contractor will be allowed to justify its claim of privilege and the District will assess the validity of the said claim in advance of any release.
- P. In the event a contract is entered into pursuant to this RFP, the Contractor shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The Contractor must include in any and all subcontracts a provision similar to the above.
- Q. Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-clarity by the Contractor with this RFP, instructions, and all conditions of the submission shall be interpreted in the light most favorable to the District.

R. The District has set the following schedule :

<u>Action Item</u>	<u>Date</u>
Request for Proposal Issued	Friday, April 3, 2020
Mandatory Verification of the Video Review	Include Form in Proposal
Deadline for Proposal Question Submission	Monday, April 13, 2020 by 2:00 pm ET
Questions and Answers Posted to Airport Website	Wednesday, April 15, 2020, by 4:00 pm ET
Deadline for Proposal Submission	Wednesday, April 22, 2020 by 2:00 pm ET
Online Reverse Auction	Tuesday, May 5, 2020, at 11:00 a.m. ET
Contractor Selection	Within 3 Months of Bidding Event

III. TERMS AND CONDITIONS

- A. The District is seeking proposals from Contractors to provide Landscape Maintenance Services for a period effective date of Award – May 31, 2023.
- B. The District reserves the right to reject any or all proposals or to award the contract to the next most qualified Contractor if the selected Contractor does not execute a contract within fourteen (14) days after the award of the proposal.
- C. The District reserves the right to request any supplementary information it deems necessary to evaluate the Contractor's experience, qualifications, or to clarify or substantiate any information contained in the Contractor's submittal.
- D. Any proposal submitted will constitute an irrevocable offer, for a period of ninety (90) days, to sell to the District the services set forth in the enclosed Scope of Work and Specifications.
- E. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the District shall have the right to terminate its contract by specifying the date of termination in a written notice to the Contractor at least thirty (30) days before the termination date. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed.
- F. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the District and shall contain, at a minimum, applicable provisions of the RFP. The District reserves the right to reject any agreement that does not conform to the RFP and to any District requirements for agreements and contracts.
- G. The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the District.
- H. No reports, information, or data given to or prepared by the Contractor under the contract shall be made available to any individual or organization without the prior written approval from the District.

- I. After the repairs have been made it shall be the Contractor's responsibility to maintain the areas and prevent future damage to areas caused by improper mowing procedures and or natural washout from normal or adverse weather conditions.

The Contractor is responsible for any damage caused by their employees and/or equipment to any District property (structures, plants, irrigation heads, tree stakes, etc.) and shall replace any damaged piece of property at no cost to the District. When using a zero turn mower around trees all erosion and rutting that is caused by the Contractor mowers shall be repaired at the Contractor’s expense.

- J. **Insurance Requirements:** The selected Contractor shall carry and keep in force a comprehensive general liability and employer liability insurance by an insurance company authorized to do business in the State of South Carolina with limits of liability as follows:

Employer Liability	\$1,000,000
Comprehensive General Liability	
Bodily Injury	\$1,000,000 each occurrence, and \$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence, and \$2,000,000 aggregate

The selected Contractor shall furnish certificates of professional liability insurance satisfactory to the District as to contents and carriers. Upon execution of a contract, the selected Contractor shall furnish to the District a good and sufficient Certificate of Insurance by said insurance company, and an Owner’s Protective Liability Policy naming the Richland-Lexington Airport District, the Richland-Lexington Airport Commission, and the Richland-Lexington Airport District Employees as named insured. Both policies shall contain the stipulation and agreement that the insurance provided by said policies is continually in full force and effect and is not subject to cancellation or modification in full or in part without thirty (30) days advance written notice to the District.

- K. **Workers’ Compensation and Employer’s Liability Insurance:** The Contractor shall maintain workers’ compensation and employer’s liability insurance in the amounts and form required by the laws of the State of South Carolina. The Contractor shall furnish a certification of said insurance to the District certifying that the District will be given thirty (30) days written notice of non-renewal, cancellation or other material change.

IV. SELECTION PROCESS AND CRITERIA

The District will evaluate all proposals during which time they may ask questions of a clarifying nature from the Contractor(s) and/or contact any references provided. All Proposers will be notified of the results of the selection process. The selection process used for determining the most successful proposal is best described as a “Competitive Proposal” process in which pricing is one of the most important criteria but not the only criteria. The factors in the evaluation process include:

- A. Proposer Questionnaire
- B. Responsiveness of the proposal to the scope of services outlined in the District’s request and adherence to the proposal format.
- C. Proposed fee schedule.
- D. Provide Verification of Mandatory Video Review and optional site visit.

QUALIFICATIONS/CERTIFICATIONS LANDSCAPE SERVICES

Proposals will be considered only from responsible individuals, co-partnerships, corporations, or other private organizations demonstrating that they have the ability to maintain a staff of regular employees adequate to ensure the continuous performance of the work. Labor relations measured by standards of compensation, promptness in meeting obligations, and frequency of personnel changes, among other things, will be considered in determining whether a proposer has an established operating organization.

The proposer must also have the applicable licenses and certifications to perform all landscape maintenance services in this RFP.

QUALIFICATION/ CERTIFICATION FOR EROSION REPAIR SERVICES

Seal request for Qualifications for Richland-Lexington Airport District **“Erosion Repair Services”** Respondent to this RFQ shall provide the following information with their proposal separated from the request for Landscape Services: This RFQ is being offered to qualify and select a Contractor(s) to furnish all necessary labor, equipment, materials, supervision, tools, services, and all related incidentals required to perform all work necessary; including but not limited to, maintenance, landscape, and/or erosion repair services on the airport grounds. **Qualifications and Proposals: Response to this Erosion Repair RFQ shall provide the following with their proposal:**

1. The Contractor shall provide in detail their proposed procedure and methodology for repairing existing erosion and stabilizing vegetation for each of the areas in Exhibits 1-12 erosion areas.
2. A brief overview of the Contractors records of performance and demonstrated ability, knowledge, and experience of being familiar with the industry standards of properly repairing all of the existing erosion shown in Exhibits 1-12 and other applicable work experience related to erosion repair services
3. A list of no less than three (3) references for similar work performed as it relates to landscape erosion repair. References shall include brief project profiles and contact information for each project owner/representative.
4. The Completed Video Review and Independent Site Visit Form

V. SCOPE OF WORK FOR LAND SERVICES

The scope of work designated in these specifications shall consist of furnishing all management, supervision, labor, technicians, proper licenses, materials, parts, tools, equipment, chemicals, supplies, transportation, travel time, lodging, per diem, fuel surcharges and insurance to efficiently and effectively provide the services designated under the Contract for Landscape Maintenance Services for the Columbia Metropolitan Airport (“Airport”).

SPECIFICATIONS

It is the intent of these specifications for the Contractor to provide Landscape Maintenance Services for the Airport. A map of the Landscape Maintenance Service areas can be found in Attachments 1 through 7 of this RFP.

The Contractor shall furnish all supplies and equipment necessary to complete the job, and submit a list of all equipment to be used at the Airport. A visual inspection of the Contractor’s equipment may be required. All Contractor equipment shall be removed from Airport property when mowing has been completed. A mowing schedule shall be submitted to the Airport. The Contractor shall furnish sufficient personnel and equipment to

complete the mowing within 3 days once started, thus providing a neat uniform appearance of all Airport grounds.

The Contractor's employees shall be required to wear clean and neat uniforms provided by the Contractor, and approved by the Airport. The contractor shall also furnish their employees with all the necessary PPE (Personal Protective Equipment) as specified by the Equipment Manufacturer. The Contractor will be responsible for ensuring that their employees wear all PPE required for the safe operation of equipment.

Special effort shall be made to complete mowing by 3:00 pm on Thursday allowing time for a weekly inspection by the Airport Grounds Maintenance Supervisor. Any discrepancies noted shall be addressed and corrected by 3:00 pm the following day. The Contractor will also be responsible for turning in a grass cutting form to the Airport Grounds Maintenance Supervisor for approval after each mowing and/or after each visit to the Airport. Failure to submit this form will result in nonpayment for that visit.

A. Peak Season Landscape Maintenance

Peak season is defined as the period of April 1 through November 30 each year. The Contractor shall provide all labor, material, tools, equipment transportation and supervision necessary to perform the components of landscape maintenance services which may include, but are not limited to, the following: Aeration, Edging, Trimming, Mowing, Mulching, Pesticide Application, Tree Pruning, and Weeding.

1. Aeration
 - a. The Airport Blvd turf areas (located in Zone 1, 5 and 7) designated by the Airport Grounds Maintenance Supervisor shall be core aerated one time per year between April 15 and June 15.
 - b. The Columbia Airport Expressway center aisle (located in Zone 1) shall be de-thatched one time per year between February 1 and March 31.
2. Edging Zone 1-7
 - a. All areas bordering the turf shall be edged during each mowing using a string trimmer or steel blade edger.
 - b. All roadside curb and gutter shall be edged during each mowing using a string trimmer or steel blade edger.
 - c. At least one time a year Zone 1-7, all mulched areas bordering the turf shall be edged with a spade or edging machine designed for that purpose.
 - d. Debris from the edging shall be removed and properly disposed of by the Contractor. Debris from edging shall not be piled on top of root balls of trees or in plant beds.
3. Trimming
 - a. All areas around the structures or trees shall be trimmed to mowing height each time turf is mowed. A string trimmer and/or weed eater machine shall not be used around the stem or trunks of trees and shrubs. Zones (1-7)
 - b. Shrubs shall be trimmed once a month or as determined by the Airport Grounds Maintenance Supervisor. (Zones 1-7)
 - c. After trimming, all clippings and debris shall be immediately cleaned off paved areas, vehicles, structures, equipment, and light fixtures.

- d. Any damages caused by mowing to any property, structure, plant irrigation system, tree stakes or guying shall be repaired or replaced by the Contractor at no cost to the Airport.

4. Mowing

- a. Zone 1, 5, 6 and 7 mowing shall be completed once a week depending on the weather conditions or more frequently if the turf is under irrigation.
- b. Zone 2 through Zone 4 mowing shall be completed twice a month depending on the weather conditions or more frequently if the turf is under irrigation.
- c. Unless otherwise indicated elsewhere in the contract documents, turf shall not exceed 3.5 inches in height at any time and shall not be mowed lower than 2.5 inches.
- d. All trash and debris shall be removed from areas before mowing.
- e. Mowing equipment shall be well maintained and cutting blades shall be sharpened after every other mowing.
- f. Mowing should be done in such a way that clippings are not blown into shrubs and trees. Any plants damaged by mowers shall be replaced with a specimen of equal size at no cost to the Airport.
- g. Clumps of grass or any visible clippings on lawn areas shall be removed.
- h. After mowing, all clipping and debris shall be immediately cleaned off paved areas, vehicle structures, equipment, and light fixtures.
- i. Any damage caused by mowing to any property, structure, plants, irrigation heads, tree stakes or guying shall be repaired or replaced by the Contractor at no cost to the Airport. Any damaged plants shall be replaced with specimens of the same size. Girdling the base of the tree with lawnmowers is detrimental to the tree and shall be considered grounds for requesting the replacement of the tree. All slope shall be mowed with a weed eater to prevent erosion of soil and damage to turf grasses, trees, and shrubs. All erosion and ruts caused by mowers shall be repaired by the Contractor at the Contractor's expense.
- j. Zone 1 mowing around the water ponds, shall be cut up to the water edge of the entire perimeter of the pond.

5. Mulching

- a. At the time of the first mowing season, all planting beds and tree rings shall be defined and edged at a right angle and depth of three inches. Edging debris shall be removed and properly disposed of by the Contractor. Debris shall not be placed in the planting beds, trees rings or disposed of in refuse receptacles. All tree rings shall be evenly concentric around the tree and all bed edges shall be maintained as a smooth and continuous line. The Contractor is responsible for mulching in Zones 1 thru 4.
- b. All plant beds and tree rings shall be mulched at a depth of three inches. Mulch shall be applied between March 1 and April 15. The mulch must be kept at least two inches from the base of tree trunks and crowns of all shrubs.
- c. Mulch shall be lightly raked between July 1 and July 31 and loosen to freshen it and break up any water-impermeable layers. Light top dress applications of mulch shall be applied periodically in order to maintain two layers of mulch in all planting beds and tree rings.

6. Pesticide and or Pre-emergent Application
 - a. Shall be applied in accordance with the manufacture’s recommendations. Spraying shall not be performed when vegetation is wet, when it appears that rain is imminent within six hours, or when the wind is blowing enough to scatter paper or trash. Zone 1-4
7. Tree Pruning
 - a. All trees shall be pruned in the month of November
 - b. After pruning, all clippings and debris shall be immediately cleaned off paved areas, vehicles, structures, equipment, and light fixtures.
 - c. Any damages caused by mowing to any property, structure, plant irrigation system, tree stakes or guying shall be repaired or replaced by the Contractor at no cost to the Airport.
8. Weeding
 - a. All plant beds, trees rings, and planting areas shall be kept weed-free at all times. Weeds shall be manually removed or controlled with an approved herbicide.

B. Off-Peak Season Landscape Maintenance

Off-Peak season is defined as the period of December 1 through March 31 each year. The Contractor shall provide all labor, material, tools, equipment transportation and supervision necessary to perform the components of landscape maintenance services which may include, but are not limited to, the following: Mulching, Tree Pruning, and Weeding.

1. Mulching
 - a. All plant beds and tree rings shall be mulched at a depth of three inches. Mulch shall be applied in the month of November after Tree Pruning and the last mowing. The mulch must be kept at least two inches from the base of tree trunks and crowns of all shrubs.
2. Tree Pruning
 - a. All trees shall be pruned in the month of March.
 - b. After pruning, all clippings and debris shall be immediately cleaned off paved areas, vehicles, structures, equipment, and light fixtures.
 - c. Any damages caused by mowing to any property, structure, plant irrigation system, tree stakes or guying shall be repaired or replaced by the Contractor at no cost to the Airport.
3. Weeding
 - a. All plant beds, trees rings, and planting areas shall be kept weed-free at all times. Weeds shall be manually removed or controlled with an approved herbicide.

C. Erosion Repairs

Upon award, Contractor shall immediately repair all existing erosion. Each of the areas noted in the below video link and on the attached mapping (Exhibit #1-12) will have some existing erosion due to wash-out, improper mowing of hills, slope and or scalping, etc. Click the following link to view video of each area listed in Exhibit # 1-12.

<https://vimeo.com/400696678/79424468e0>

Please note that viewing this video is **mandatory** and that by submitting your proposal you confirm that:

1. you have viewed the video;
2. you have a good understanding of the existing erosion needing repair; and
3. you can and will honor your proposed solution for repairing the existing erosion.

In addition to viewing the Mandatory Video, Contractors may and are encouraged to independently visit and photograph each mapped Zone and Exhibit to assist with proposal and cost preparation. Independent Sites Visits shall be conducted at the Contractors discretion. **All inquiries including those regarding the viewing of the mandatory video and/or independent site visits are due no later than the question deadline**

Proposals shall include, in detail, the Contractor's proposed methodology and timeline for repairing each area as well as the expected timeline for visible results. Pricing for repair of existing erosion will be collected during the reverse auction only as a one-time cost. Contractor shall only submit one proposed method for erosion repair for each area located on the attached mapping (Exhibit #1-12). If approved to move on to the reverse auction, Contractor shall provide a bid price for each area based on the proposed methodology.

Contractors should take into consideration that the erosion repair cost will be a one-time cost only. Therefore, existing erosion should be repaired in a manner that is cost effective but that will also prevent future erosion. After all repairs of existing erosion have been completed, any future erosion (even if occurring in the same area) will be the responsibility of the Contractor at the Contractor's expense. If existing erosion repairs are not made as proposed or future erosion occurs and is not repaired by the awarded contractor in a timely manner, the District will have the right to call in another Contractor to complete the necessary repairs at the awarded Contractors expense.

<END OF SCOPE OF WORK AND SPECIFICATIONS>

VI. ATTACHMENTS

1. Overall Layout
2. Zone 1 – Columbia Airport Expressway
3. Zone 2 - Enterprise Park
4. Zone 3 - Rental Car Facility (Ermine Road)
5. Zone 4 - UPS Entrance 1 & 2
6. Zone 5 – Airport Loop Road and Surface Parking
7. Zone 6 – East Aviation Way
8. Zone 7 – ACC Area
9. Erosion Map Exhibit 1 thru 12

VII. PROPOSERS QUESTIONNAIRE

1. Furnish the Company name, principal address, and phone number:

2. Does the Contractor possess a valid South Carolina Commercial Pesticide Applicators License, a valid South Carolina Business License, and all other applicable local, state and Federal credentials?

() Yes () No

3. How many years has your organization been in business as a Landscaping Contractor?

4. How many years of experience has your organization had with related work to this RFP?

5. List the equipment that you possess that will enable you to perform the contract. Use additional sheets if necessary.

6. How many employees does your organization have?

7. What are your organization's technical capabilities and approaches to meeting the specification requirements? Use additional sheets if necessary.

8. List the name(s) and contact number(s) for the supervisor(s) that will oversee this account.

9. What are the capabilities and experience of the supervisor(s) that will oversee this account?

10. Does the Contractor have or can they obtain the insurance coverage for this project as described in the “Terms and Conditions” section of the RFP?

() Yes () No

11. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the Contractor? () Yes () No

If “yes,” give name, the insurance carrier, the form of insurance and the year of the refusal.

12. At the time of submitting this Questionnaire, is the Contractor ineligible to bid on or be awarded a public contract in the state of South Carolina? () Yes () No

13. Has South Carolina OSHA cited and assessed penalties against the Contractor for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years? () Yes () No

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

If “yes,” provide a brief explanation of the citation. Use additional sheets if necessary.

14. Has the federal OSHA cited and assessed penalties against the Contractor Firm in the past five years?

() Yes () No

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

If “yes,” provide a brief explanation of the citation. Use additional sheets if necessary.

REFERENCES

References: Please provide at least three (3) current commercial/institutional customer references that have Landscaping/ Erosion Repair Services of a similar type, size, complexity, and use.

1. Business Name: _____
Contact Name: _____ Title: _____
Address: _____
Email: _____ Phone: _____
of Acres: _____ Length of Relationship: _____

2. Business Name: _____
Contact Name: _____ Title: _____
Address: _____
Email: _____ Phone: _____
of Acres: _____ Length of Relationship: _____

3. Business Name: _____
Contact Name: _____ Title: _____
Address: _____
Email: _____ Phone: _____
of Acres: _____ Length of Relationship: _____

ANNUAL PRICE ESCALATION

Requirements for Allowance of Annual Price Escalation: The prices proposed for any Goods and/or Services shall not increase during the initial term of the contract. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price based on a fixed percentage as indicated below **will be considered** if the following conditions are met:

Any annual price escalation you choose will be considered in the evaluation of your proposal. You must notify CAE, in writing, no later than 120 days before the initial contract period ends, or any renewal period ends, of your intent to exercise your request for a price escalation. **Failure to notify CAE will result in CAE denying any price escalation.** In no event can the proposed escalation exceed the fixed percentage stipulated in the proposal. The notice may be sent by certified mail to Mr. Gregg Hornsby, Director of Finance, and 3250 Airport Boulevard, Suite 10, West Columbia, SC 29170.

Your stipulated fixed percentage price escalation: _____ %

Company Name: _____

Authorized Signature: _____

Title: _____

PROOF OF INSURANCE COVERAGE

Proposer shall provide the District with satisfactory evidence of the Proposer’s Professional Liability Insurance from a company satisfactory to the District and licensed to transact business in the State of South Carolina. Proposer shall submit this form with its proposal.

INSURER: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME AND PHONE: _____

Proposer is required to submit a letter or certificate from the Company providing insurance certifying that the Contractor has professional liability insurance in accordance with the terms set forth in this RFP.

Date: _____

Corporate Proposer: _____

Business Name: _____

Proposer Name: _____

Proposer Title: _____

Corporate Secretary/Assistant: _____

Secretary (Seal)

Non-Corporate Proposer Business Name: _____

Proposer Name: _____ **Title:** _____

Notary Public: _____ **My Commission Expires:** _____

Notary Public (Seal)

CERTIFICATION

I, undersigned, on behalf of the Contractor, certify and declare that I have read all the foregoing answers to this Proposer’s Questionnaire and know their contents. The matters stated in the answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury under the laws of the State of South Carolina that the information is correct.

(Signature)

(Printed name)

(Title)

(Date)

VIII. PROPOSAL FORM

COLUMBIA METROPOLITAN AIRPORT (CAE) LANDSCAPE MAINTENANCE SERVICES

The Proposer shall provide pricing online only for each Zone and Exhibit.

Peak-Season (April 1 – November 30 each year = 32 months total for contract term)

Zone	Work Items	Approx. Acreage	Item Price (per month)	Frequency	Total (Item Price X Frequency)
1	Columbia Airport Expressway	2.08	ONLINE ONLY	32	ONLINE ONLY
2	Enterprise Park	8.5	ONLINE ONLY	32	ONLINE ONLY
3	Rental Car Facility	4.5	ONLINE ONLY	32	ONLINE ONLY
4	UPS at Hwy 302	3.0	ONLINE ONLY	32	ONLINE ONLY
5	Airport Loop Road and Surface Parking	15.42	ONLINE ONLY	32	ONLINE ONLY
6	East Aviation Way	39.00	ONLINE ONLY	32	ONLINE ONLY
7	Airport Commerce Center (ACC) Area	5.8	ONLINE ONLY	32	ONLINE ONLY
Total					ONLINE ONLY

Off-Peak Season (December 1 – March 31 each year = 12 months total for contract term)

Zone	Work Items	Approx. Acreage	Item Price (per month)	Frequency	Total (Item Price X Frequency)
1	Columbia Airport Expressway	2.08	ONLINE ONLY	12	ONLINE ONLY
2	Enterprise Park	8.5	ONLINE ONLY	12	ONLINE ONLY
3	Rental Car Facility	4.5	ONLINE ONLY	12	ONLINE ONLY
4	UPS at Hwy 302	3.0	ONLINE ONLY	12	ONLINE ONLY
5	Airport Loop Road and Surface Parking	5.42	ONLINE ONLY	12	ONLINE ONLY
6	East Aviation Way	39.0	ONLINE ONLY	12	ONLINE ONLY
7	Airport Commerce Center (ACC) Area	5.8	ONLINE ONLY	12	ONLINE ONLY
Total					ONLINE ONLY

All items shall be proposed in their entirety. Proposals submitted without all Items considered will be non-responsive and will be rejected.

COLUMBIA METROPOLITAN AIRPORT (CAE) EROSION REPAIR SERVICES

The Proposer shall provide pricing online only for each Zone and Exhibit

Exhibit #	Work Items	Item Price (per month)	Frequency	Total (Item Price X Frequency)
1	West Aviation Way	ONLINE ONLY	1	ONLINE ONLY
2	West Cargo Drive	ONLINE ONLY	1	ONLINE ONLY
3	Air Commerce Drive	ONLINE ONLY	1	ONLINE ONLY
4	Ski Pond	ONLINE ONLY	1	ONLINE ONLY
5	Lexington Avenue and Columbia Expressway	ONLINE ONLY	1	ONLINE ONLY
6	SE-Columbia Airport Expressway Section 1	ONLINE ONLY	1	ONLINE ONLY
7	SE-Columbia Airport Expressway Section 2	ONLINE ONLY	1	ONLINE ONLY
8	SE-Columbia Airport Expressway Section 3	ONLINE ONLY	1	ONLINE ONLY
9	SE-Columbia Airport/ Highway 302 Expressway	ONLINE ONLY	1	ONLINE ONLY
10	UPS 2 nd Entry/ Highway 302 Expressway	ONLINE ONLY	1	ONLINE ONLY
11	SW/Columbia Airport Expressway and Platt Springs	ONLINE ONLY	1	ONLINE ONLY
12	Summer Lake Drive	ONLINE ONLY	1	ONLINE ONLY
Total		ONLINE ONLY		

All items shall be proposed in their entirety. Proposals submitted without all Items considered will be non-responsive and will be rejected.

ACKNOWLEDGMENT OF ADDENDUM

Proposers must initial each applicable Addendum below and complete the designated Corporate or Non-Corporate Proposer section and submit this form with their Proposal as an acknowledgment of receipt of all issued Addendum.

This is to acknowledge receipt of the following **Addendum(s)** for **Request for Proposals (RFP) / Landscape Maintenance Services**

1. ____; 2. ____; 3. ____; and 4. ____.

Dated the ____ day of _____, 20 _____

Corporate Proposer:

Business Name _____

Proposer Name: _____

Proposer Title: _____

Corporate Secretary/Assistant: _____

Secretary (Seal)

Non-Corporate Proposer Business Name _____

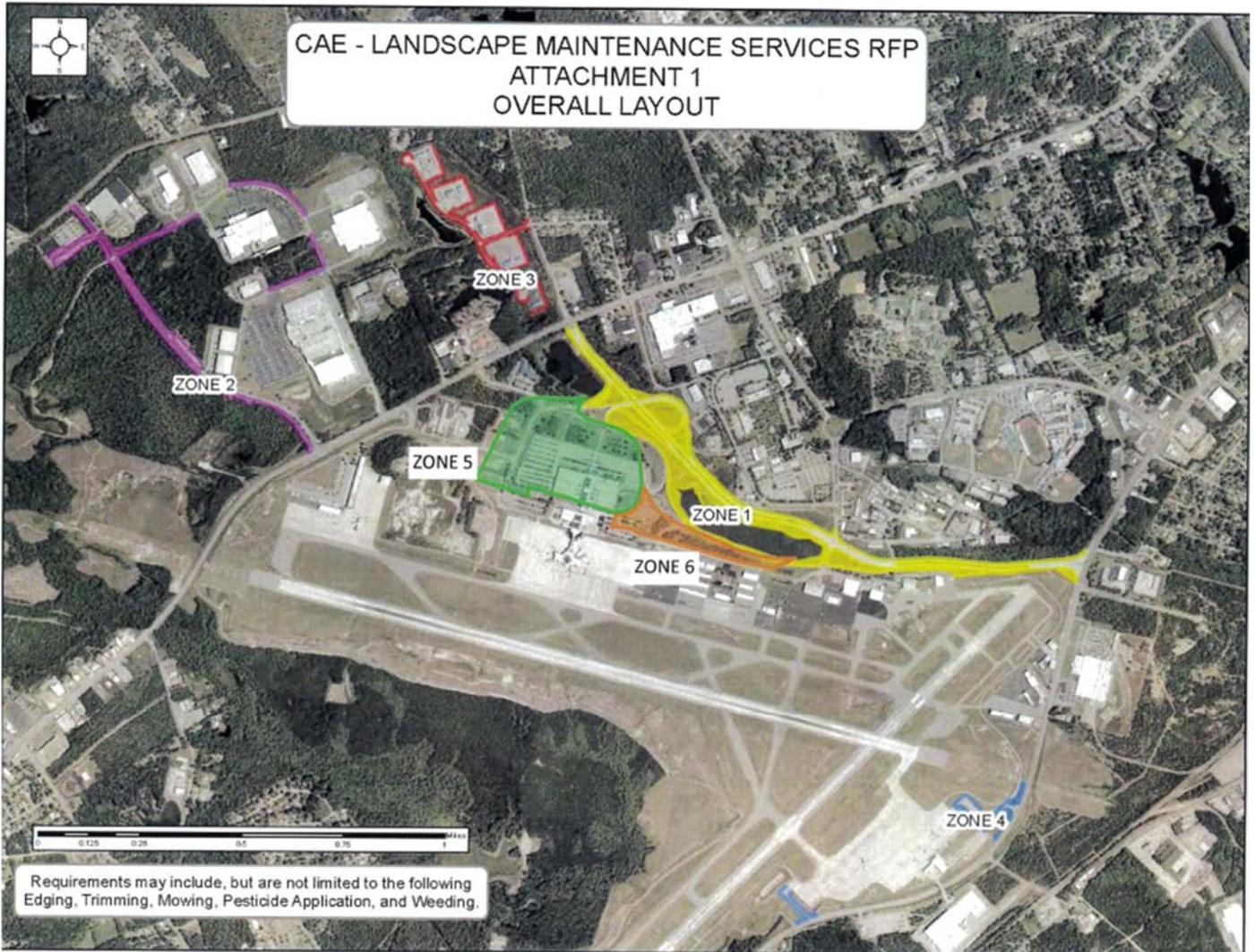
Proposer Name: _____

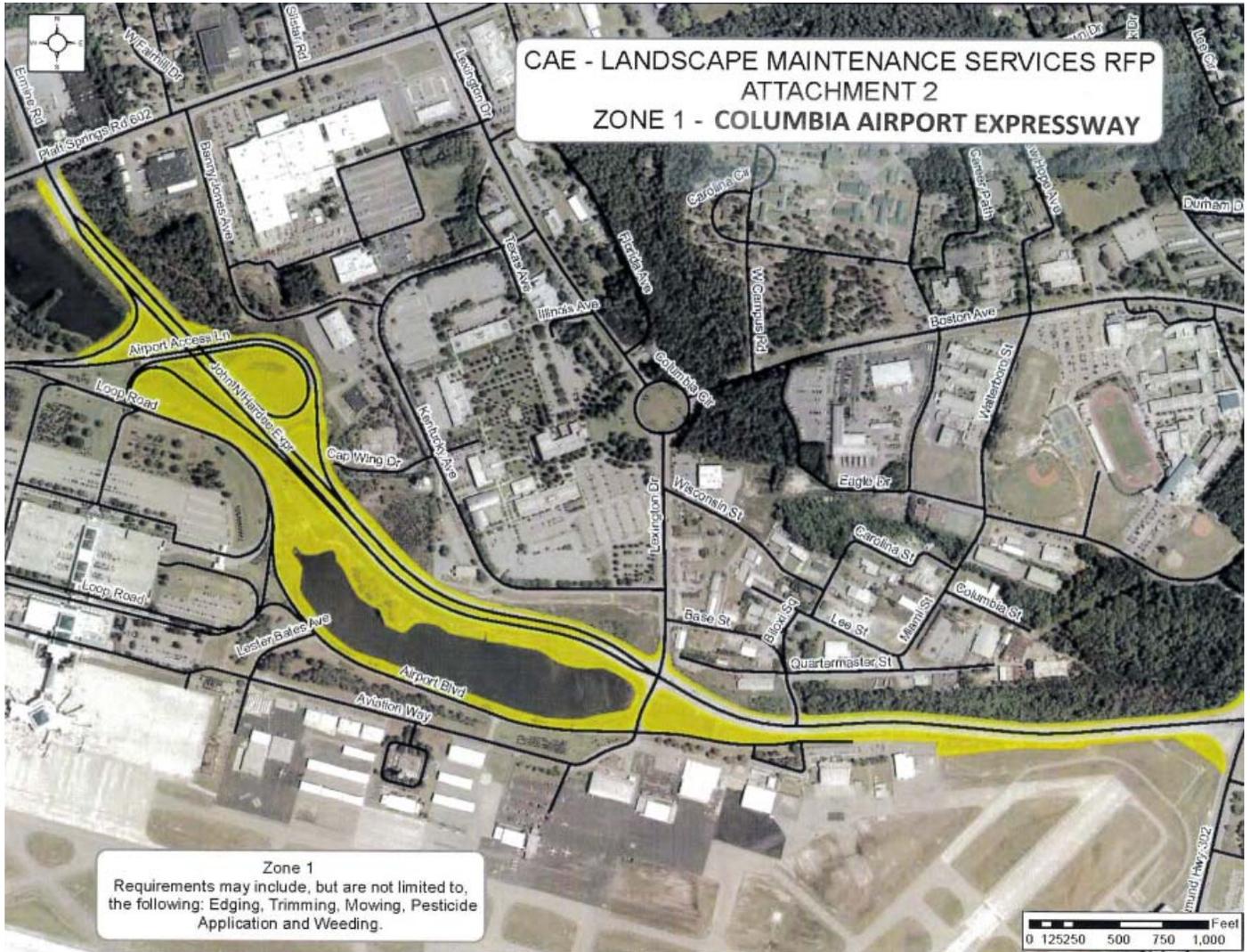
Proposer Title: _____

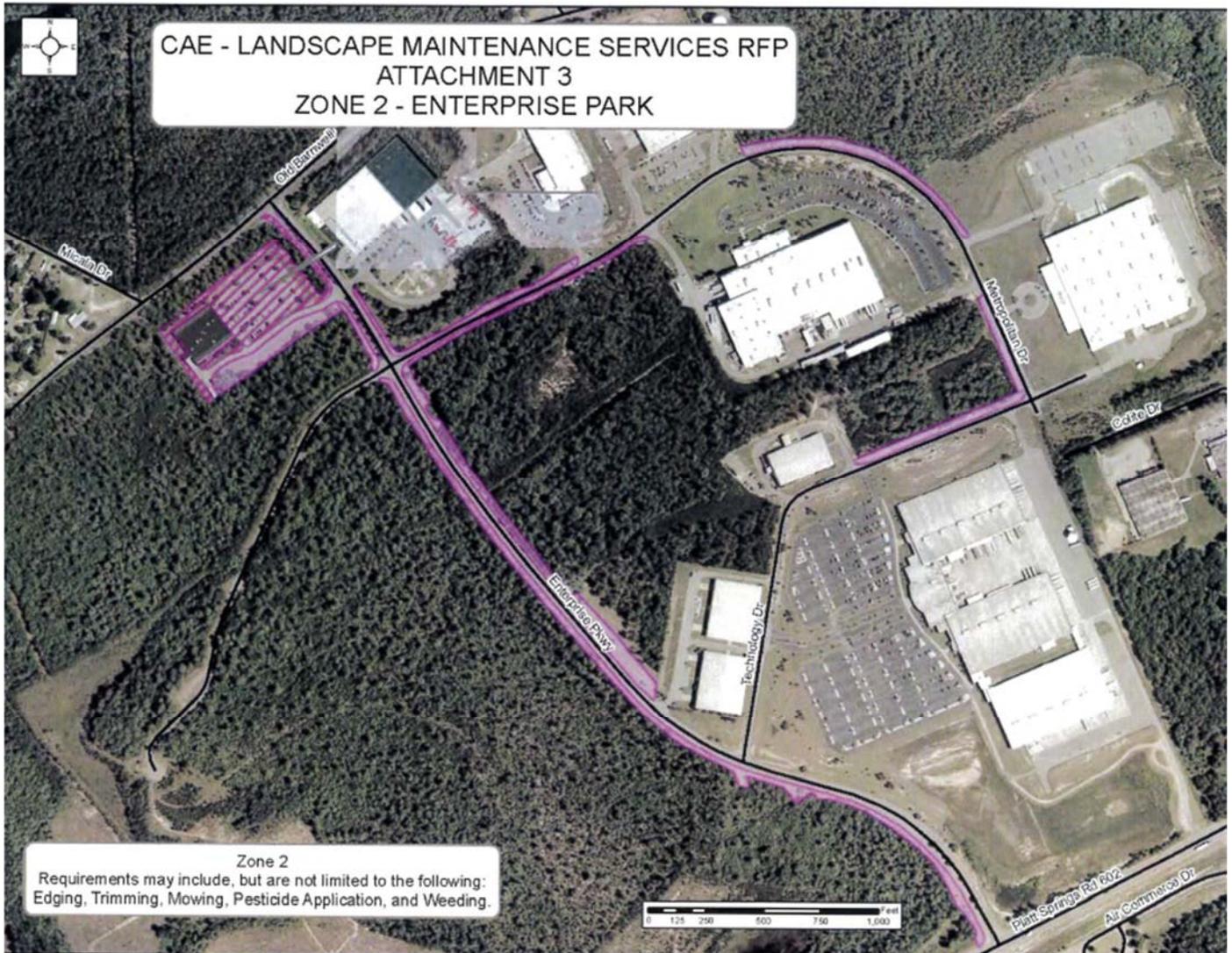
Notary Public: _____

My Commission Expires: _____

Notary Public (Seal)





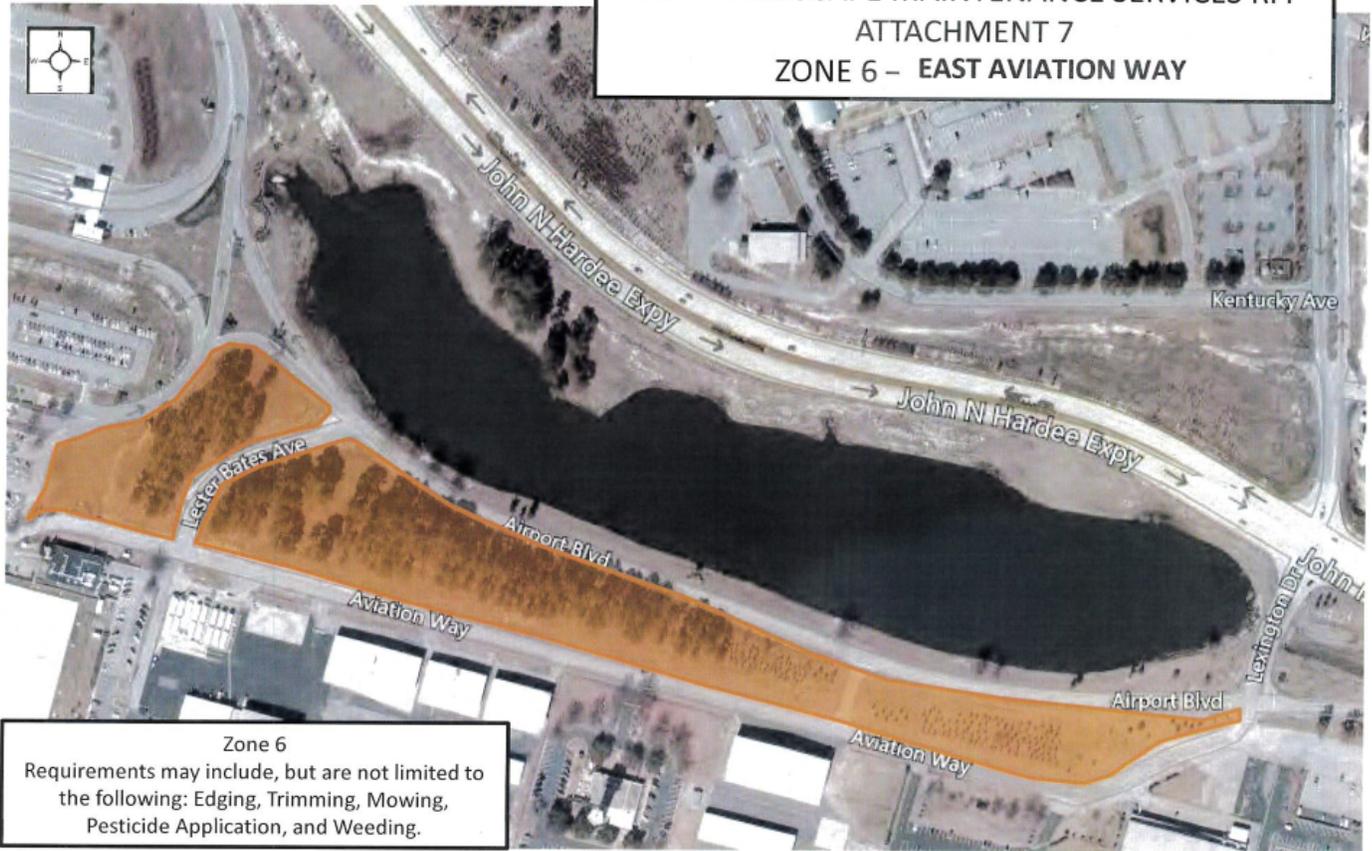








CAE – LANDSCAPE MAINTENANCE SERVICES RFP
ATTACHMENT 7
ZONE 6 – EAST AVIATION WAY



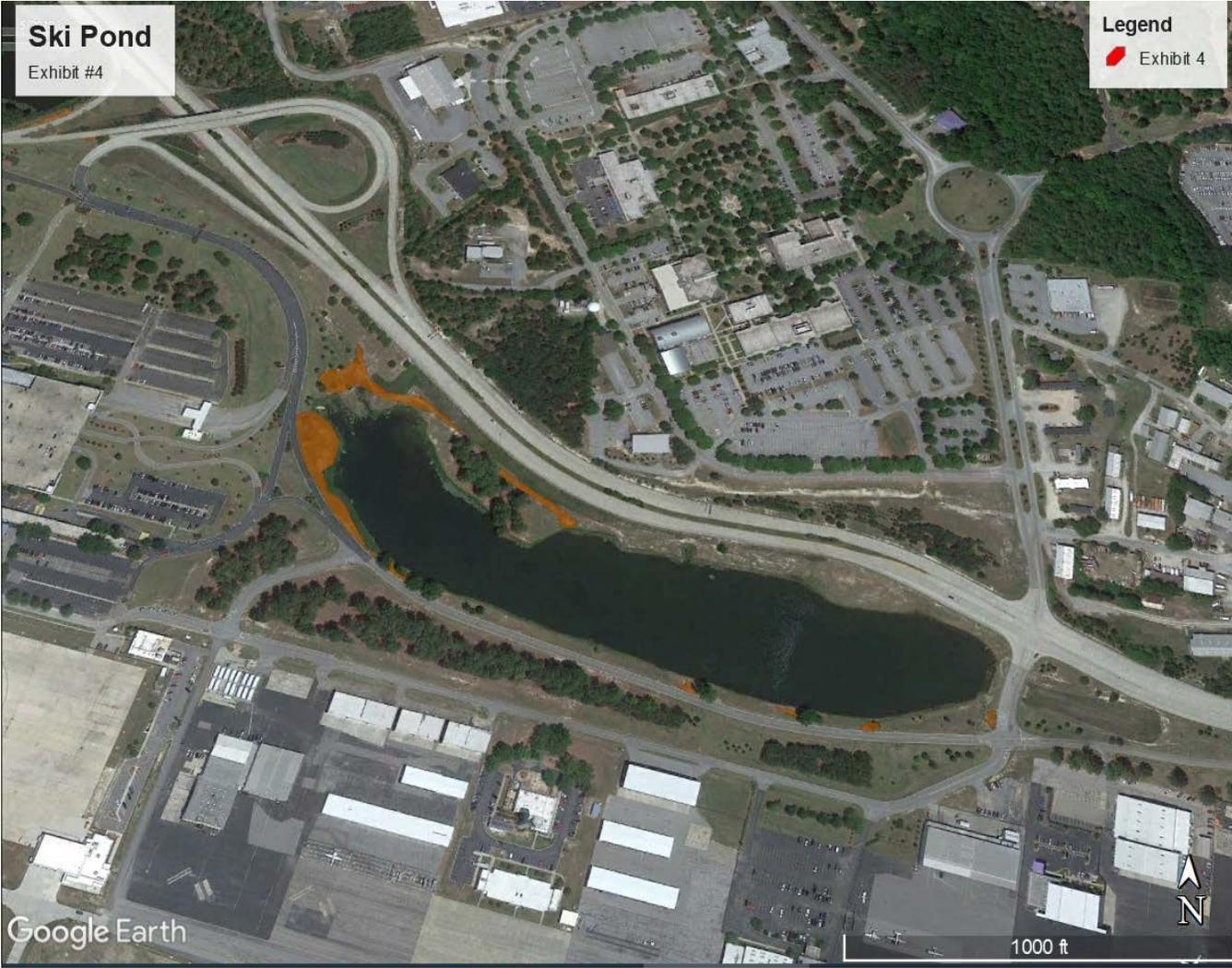


Erosion Area Maps Exhibit 1-12



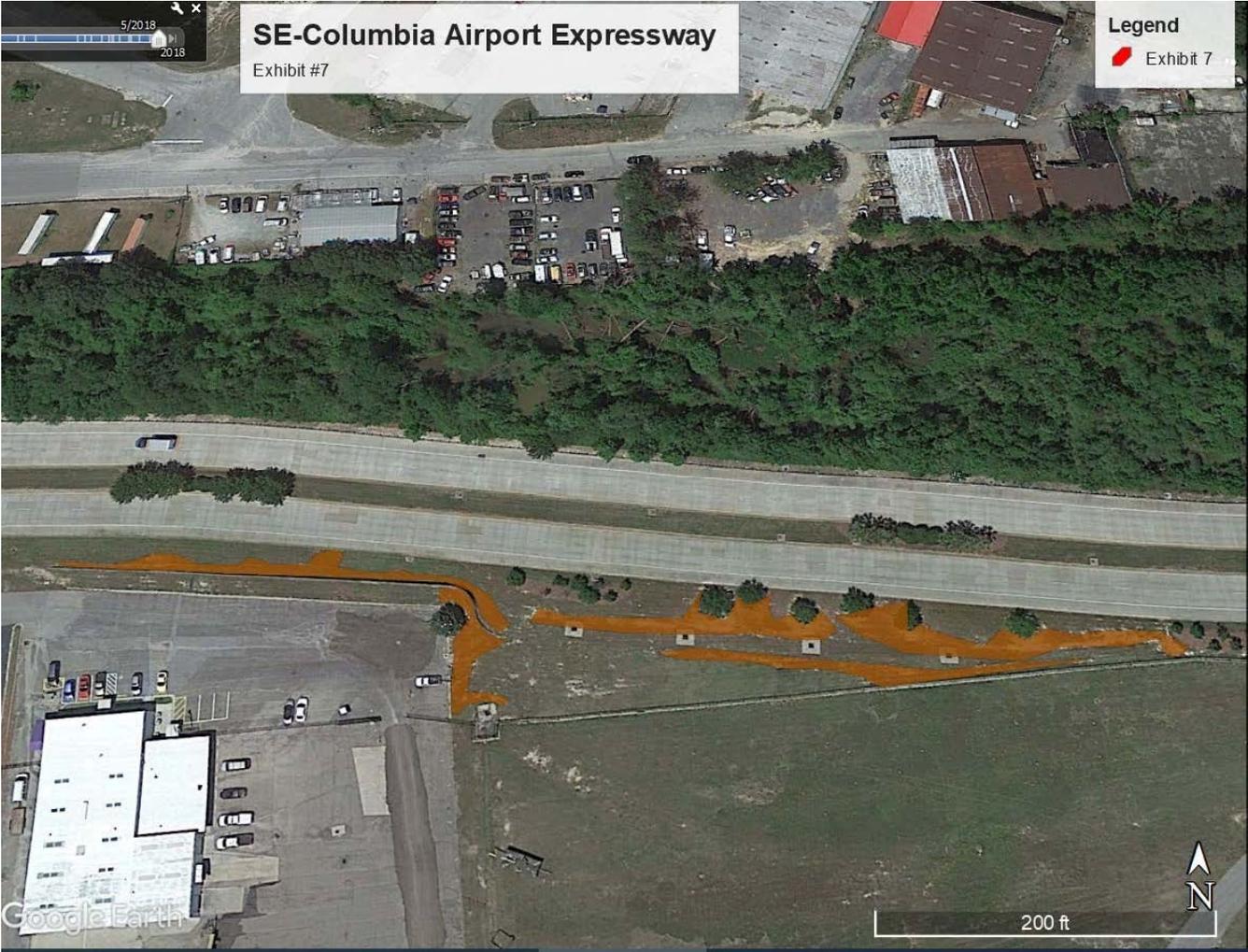








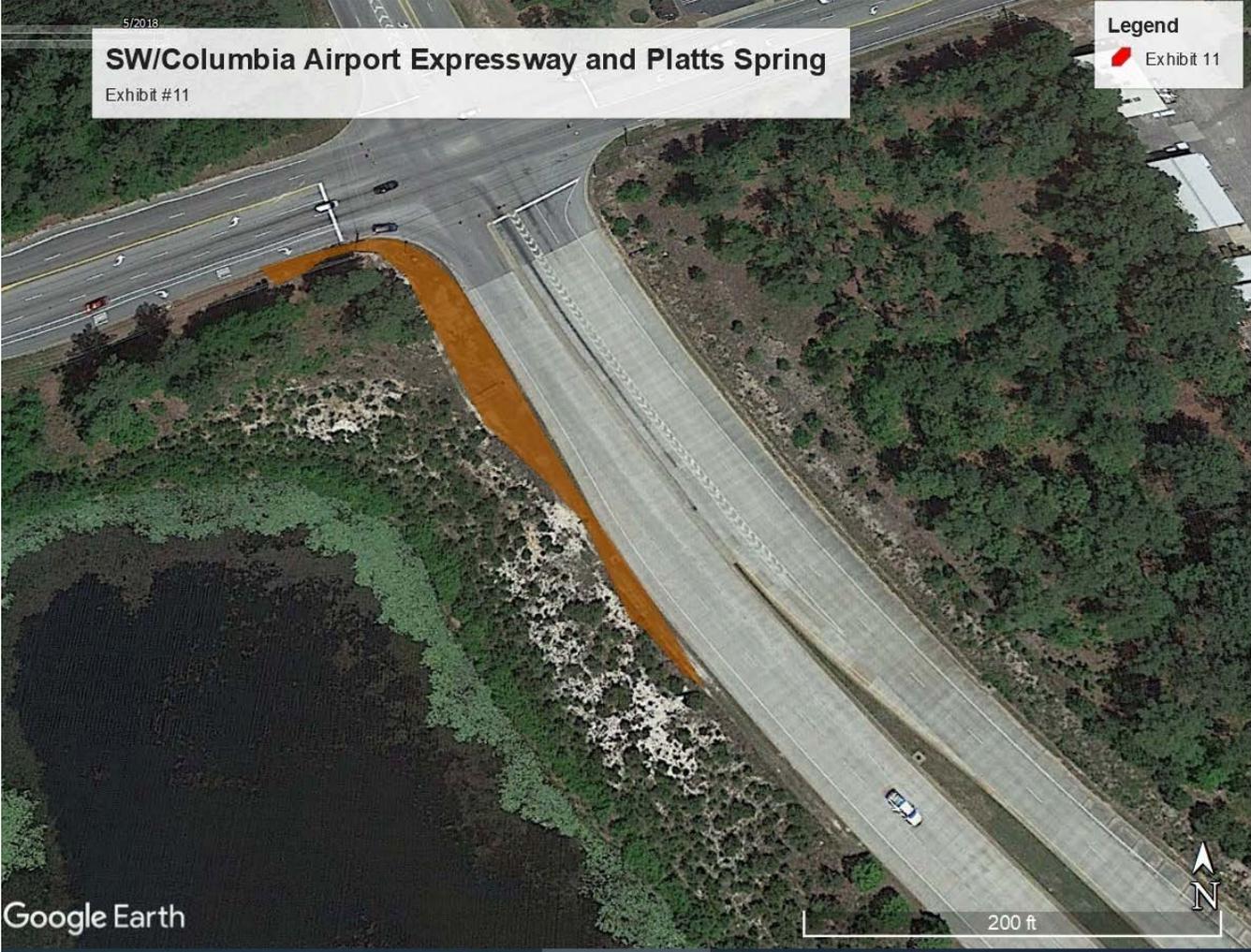
















ELECTRONIC BID EVENT FORM

Must be completed via DocuSign or emailed to Jesse.Turner@ebridgeglobal.com.

Suppliers approved to participate in the Online Event will be provided with a DocuSign version of this form.

Columbia Metropolitan Airport, Richland – Lexington Airport District will accept bids for Landscape Maintenance Services / Erosion Repair using an Electronic Sealed Bidding Process on Tuesday, May 5, 2020 at 11:00 AM ET in accordance with the specifications and procedures available either with eBridge or Columbia Metropolitan Airport, Richland – Lexington Airport District. This Electronic Sealed Bidding Event has a preliminary end date and time of Tuesday, May 5, 2020 at 11:15 AM ET plus any possible extensions.

The awarded supplier is obligated to pay a transaction fee to eBridge pursuant to the Terms & Conditions accepted upon placement of initial bid. The fee will be based on the final total purchase price assessed as three (3) percent of the awarded price. The transaction fee is assessed on the final selling price.

AWARD OF CONTRACT: REJECTION OF BIDS – The Buyer reserves the right to (i) reject any, any part of, or all bids or proposals to fulfill The Buyer’s requirements, (ii) waive informalities and technicalities, (iii) negotiate directly with any party submitting a bid or proposal, or (iv) accept that bid or proposal which The Buyer deems to be in its best interest, whether or not it is the lowest dollar proposal. The Supplier to whom the award is made will be notified at the earliest possible date.

ACCEPTED BY:

COMPANY NAME	DATE		

CONTACT PERSON	TITLE		

PHONE NUMBER	FAX		

BILLING ADDRESS	CITY	ST	ZIP

EMAIL ADDRESS	SIGNATURE		



IMPORTANT

The following document is included for your review and examination.

Electronic acceptance prior to placing your bid will be required.

EBRIDGE BUSINESS SOLUTIONS, LLC SUPPLIER TERMS AND CONDITIONS

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT" OR "DECLINE" BELOW. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. BY SELECTING THE "DECLINE" BUTTON BELOW, YOU WILL BE DENIED ACCESS TO THE SOLUTION.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge.

You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore:

1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

- 1. Utilization.** You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated



any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.

2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:

- Accepting the terms of use contained in the bid documents in advance
- Preparing and assuring the completeness of any bids, quotes, or proposals
- Submitting any bids, quotes or proposals electronically within established deadlines
- Maintaining with the buyer, the security and integrity of the sealed or open bid procurement process
- Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants

3. Conduit Services Only. The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. eBridge does not verify or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.

5. Coded Access. The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. **YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES.** Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.



6. **Availability and Operation of the Solution.** While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.
7. **Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION. Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorney fees incurred in defending against it.
10. **Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Event Form. All fees are to be paid to eBridge by the awarded supplier in the following manner:
 - **Definitive Bids:** Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer
 - **Construction and Public Works Bids:** Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment
 - **IDIQ (indefinite dates, indefinite quantity) Bids:** Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures

Suppliers will ensure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the transaction fee. Because these fees are expected to be INCLUDED in your pricing, they shall not be delineated in your invoicing to the buyer.



Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

- 12. Disclosures.** You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) any agreement entered into by you with a participating buyer through any online bidding event conducted through the Solution, (b) the final price agreed upon between you and the participating buyer with respect to any product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.
- 13. Privacy Policy.** eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

- 14. Reselling or Transfer.** You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.
- 15. Access to Internet.** You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
- 16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
- 17. Links to Other Websites.** The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
- 18. Copyright - How You May Use the Content of the Solution.** The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to



the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.

- 19. Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
- 20. Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
- 21. Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.
- 22. Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
- 23. Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
- 24. Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
- 25. No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
- 26. Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.