



## Request for Quotation (RFQ)

**Project: 12 Month Contract for Coffee/Tea Beverage Service for Employees at  
Three Facilities of the Savannah Airport Commission**

### Specifications

**Project Number: CS-01-18**

**RFQ Due Date: February 15, 2019 at close of business (5:00 PM)**

**Vendor must fill in the information below:**

Company Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Contact Phone & Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: (Point of Contact): \_\_\_\_\_

☐ **NO RESPONSE – To submit a NO RESPONSE, complete and return this page**

Addresses for submitting RFQs are as follows:

Mailing Address

Ms. Crystal Mercado  
Savannah Airport Commission  
400 Airways Avenue  
Savannah, GA 31408  
cmercado@flysav.com

RFQs must be date and time stamped by the Savannah Airport Commission ("SAC", or "Commission") no later than the due date and time specified for RFQs to be considered. It is the sole responsibility of the Vendor to make sure the submitted RFQ is received in the SAC Administration Department by the due date and time. The Commission assumes no responsibility for delivery of RFQs.

**1.0 INTRODUCTION:**

- 1.1 Project:** The Savannah Airport Commission (SAC) is requesting quotations for a twelve month Contract to provide Coffee/Tea beverage service for the SAC Administration, Police Department and Maintenance Facility per section 2.0 of this RFQ.
- 1.2 Pre-Conference:** A non-mandatory Pre-Quotation Conference will be held on January 22, 2019 from 1PM to 3PM in the Board Room of the Savannah Airport Commission offices.
- 1.3 Receipt for RFQ and Addendum(s):** It is the sole responsibility of the Vendor to assure that they have received the entire RFQ or any Addendum(s) issued. The Commission reserves the right to, and may amend, modify or cancel this RFQ at any time, at its sole discretion. In the event it becomes necessary to revise or supplement any part of this RFQ, written addenda shall be emailed to the Vendors using the contact information provided to SAC. It is the Vendors responsibility to check their email daily, and as such, the Vendor will be held accountable for any clarifications or amendments to the RFQ. Vendors shall acknowledge receipt of any Amendments to this RFQ by signing and returning the Addendum with the RFQ submittal.
- 1.4 RFQ Submittal:** One complete hard copy of the RFQ, and one PDF copy contained on a flash drive must be received in the SAC Administration Offices by the due date and time specified to be considered. RFQs must be received in the SAC Administration Offices by the due date and time specified to be considered. RFQs may be sent by email or fax, however it is the responsibility of the Vendor to assure the RFQ has been received by SAC.
- 1.5 RFQ Opening:** The opening of this RFQ will not be a public opening. No RFQ information will be available until after an award has been made. Once an award is made, the awarded Vendor(s) will be notified via U.S. Postal Service. **Contract Term:** The contract term will be for a twelve (12) month period, and with approved funding, may be renewed for (2) successive one (1) year renewal periods with written approval of SAC and the Vendor. If a renewal period is approved, the services will be ordered on a new contract if all contracting parties so agree, and services/product provided by the Vendor have been satisfactory.
- 1.7 Certification:** Service technicians will be certified on the beverage units and the Vendor will be responsible for all plumbing costs associated with beverage dispensing units within the scope of this RFQ.
- 1.8 Prices to be Firm:** Service related calls will include a 24-hour response time and prices offered will remain firm for the term of the contract unless otherwise specified in this document.
- 1.9 Cancellation:** In the event of a service failure or default of the Vendor, the contract may be cancelled by SAC with a (30) day written notice, unless otherwise specified. The Vendor will be given an opportunity to cure the default within the 30-day written notice period.

- 1.10 GA Statewide Contracts:** The use of statewide contracts related to office machines is a benefit to the Savannah Airport Commission is highly desired should the office machine specifications qualify under the State of Georgia statewide contract.
- 1.11 Payment Terms:** Prompt payment discounts will be considered in determining cost, unless otherwise stated. Specify payment terms: **30 business days**
- 1.12 Delivery Time:** Vendor must specify timeframe for delivery of new office equipment. Delivery may be a major factor in the evaluation process. Specify timeframe for delivery to SAC:  
\_\_\_\_\_
- 1.13 Delivery Point:** All items supporting this RFQ shall include delivery to the Savannah Airport Commission, 460 Gulfstream Road, Savannah, GA 31408.
- 1.14 Contract PO Document:** The Commission will consider its executed Purchase Order (PO) as the contract document between SAC and the awarded Vendor.

**2.0 Supplies Required at Each off the Three Installations**

1	Filtration System Rental
2	Filtration Cooler Tri Temperature
3	Filtration System Single Cartridge
4	Flavia S350 Brewer with Drawers for product
5	Coffee Mate or comparable Regular Creamer Liquid 180 count
6	Coffee Mate or comparable French Vanilla Creamer Liquid 180 count
7	Styrofoam 10-ounce cup 25 count
8	Alterra or comparable brand certs 20 count Hazelnut, French Roast, Italian Roast, House Blend (Regular and Decaf)
9	Splenda or comparable Dispenser Box 400 count
10	Bright Tea Select or comparable brand Green, English Breakfast Rainforest, Lemon Herbal,
11	Flavia Dove Hot Chocolate or comparable brand 18 count

12	Standard Coffee Sugar Packets 2,000 count
13	Swiss Miss Hot Chocolate and Marshmallow 50 count
14	Flavia Non-Pay Brewer rental
15	Hot and Cold Cooler Rental

### 3.0 **GENERAL REQUIREMENTS:**

- 3.1 Terms and Conditions:** By signing this document, the Vendor agrees to abide by all the terms and conditions contained in this RFQ. Any exceptions to the requirements of this RFQ, or the SAC terms and conditions of this RFQ shall be noted in writing, with detailed explanation, and included with the RFQ submittal by using the attached exceptions sheet. The contractor acknowledges that taking exceptions to this RFQ may subject the response submittal to be rejected.
- 3.2 Discussions and Questions:** All questions must be submitted in writing and directed to the Savannah Airport Commission's Purchasing Department at [cmercado@flysav.com](mailto:cmercado@flysav.com) in order to be considered. The Vendor shall not attempt to discuss any aspects of the request with any other party except for the email address described in 3.2 of the RFQ. No verbal agreements will be considered during the bid/quote process. The Commission reserves the right to reject the bid/quote of any Vendor violating this provision.
- 3.3 Completeness:** All requested information and required forms must be completed, signed, and submitted with this document to constitute a proper bid/quote. The entire package must be returned, complete with all required forms, signature, and information. Failure to complete or comply with any part of the specifications or requirements in this RFQ may constitute a basis or rejection. It is within the right of the Commission to reject any RFQ submittal in this solicitation document.
- 3.4 No Response:** If submitting a no response, the Vendor should complete and return Page (1) to the Savannah Airport Commission. **The outside of the envelope should be clearly marked "No Response".**
- 3.5 Errors:** Vendors or their authorized representative are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids/quotes. Vendors are cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFQ. In quoting prices, wherever Vendor has made an error and has corrected, all such corrections should be initialed by the person signing this RFQ. If errors occur in the extension of prices in the RFQ, the unit prices shall govern. Failure to comply with this provision may result in rejection of Vendor's submittal. All documents submitted must be legible.

- 3.6 Changes/Modifications:** No changes or modifications shall be made to any Savannah Airport Commission forms or your request may be considered null or void. If changes or modifications are noted by SAC, the proposal submitted by Vendor may be rejected.
- 3.7 Compliance with Laws:** The Vendor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance, and maintain compliance with any other federal, state, or local requirements during the term of the contract with SAC.
- 3.8 Specifications:** Whenever mention is made of any article, material, or workmanship to be in accordance with any laws, ordinances, codes, regulations, etc., these requirements shall be construed to be the minimum requirements of these specifications.
- 3.9 Multiple Request:** Depending upon product/service being requested, the Vendor may be required to submit more than one RFQ response. Any alternate responses to the RFQ must be brought to the Savannah Airport Commission's attention and noted on submitted documentation as a separate and alternative request.
- 3.10 Invoicing:** The Commission normally will pay properly submitted Vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order (PO) with reference to the PO number and submitted to the correct address for processing.
- 3.11 Preparation for Delivery of Product:**
- (A) Packaging –** Packaging shall be accomplished in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the contract or purchase order. The Vendor shall make shipments using the minimum number of containers consistent with the requirements of safe transit and available mode of transportation routing. It shall be the Vendor's responsibility to determine that packaging is adequate to ensure that all materials shall arrive at destination in an undamaged condition ready for its intended use.
  - (B) Marking –** All packages shall be identified with the SAC purchase order number. Sealed packaging lists must be affixed to all cartons showing its content.
  - (C) Shipping –** The Vendor shall follow shipping instructions as stated on the purchase order.
- 3.12 Description of Materials:** Requests for materials, supplies, or office machinery equipment should be accompanied by copies of detailed factory specifications, ratings, technical data, including accurate descriptions on which requests are based.
- 3.13 Brand Name:** If and wherever brand names, make, manufacturers, trade names, Vendor catalogs, or model numbers are stated, they are for the sole purpose of establishing a grade or quality of material.
- 3.14 "OR EQUAL" Interpretation:** It is the Vendor's responsibility to prove to SAC that each item offered by the Vendor is equal to the grade or quality of material specified. The Vendor shall

clearly indicate the product, including brand, catalog, model number, etc. being offered and shall supply sufficient data in detail to enable an intelligent comparison to be made with the brand or manufacturer specified. Failure to submit the required information may be sufficient grounds for rejection of bid/quote. The Commission shall be the sole judge concerning the merits of the RFQ response submitted.

- 3.15 Quality:** All materials used for the manufacture or construction of any supplies, materials, equipment, or service shall be new unless otherwise specified. All materials shall be of the best quality, and to the highest grade of workmanship that meet the specs in this document. Materials or service must comply with all applicable Federal, State, or OSHA requirements.
- 3.16 Acceptance of Material:** The materials delivered shall remain the property of the Vendor pending physical inspection and acceptance to the satisfaction of SAC. In the event the material supplied to SAC is found to be defective or does not conform to specifications, the Commission reserves the right to cancel the order upon written notice to the Vendor and return the product(s) to the Vendor at the Vendor's expense, and to invoke the provisions of the section titled "Default".
- 3.17 Default:** Any contract made between SAC and the Vendor be cancelled by SAC in whole or in part via written notice, upon the vendor's non-performance or violation of contract terms. An award may be made to the lowest quoting vendor for material or services specified, and purchases may be made on the open market. The defaulting vendor shall be liable for costs to the Commission in excess of the defaulted contract prices. The Vendor shall continue the performance of this contract to the extent any part is not terminated under the provisions of this clause.
- 3.18 Guarantee:** The vendor shall unconditionally guarantee the materials and workmanship on all materials and/or services for the vendor's specified guaranteed period, unless otherwise stated. Within the guarantee period, if any defects occur which are due to faulty material and/or services to the complete satisfaction of the Commission. These repairs, replacements, or adjustments shall be made only at a time lest detrimental to the operation of the Commission's business.
- 3.19 Add/Delete Items:** During the term of the contract, items and or services may be added and/or deleted to the contract upon agreement between the successful Vendor and SAC.
- 3.20 Additional Information:** Prior to the final selection, Vendors may be required to submit additional information which may be necessary to further evaluate the Vendor's response and/or qualifications. If such information is required, the Vendor will be notified and will be permitted approximately seven (7) days to submit the information requested.
- 3.21 Reimbursement:** The Commission will not reimburse the Vendor for any costs associated with the preparation and submittal of any RFQ response, or for any travel and/or per diem costs that are incurred.
- 3.22 Gratuity:** The Vendors shall not offer gratuities, favors, or anything of monetary value to any official, employee or agent of the Commission as a means of influencing consideration of this RFQ.

- 3.23 Cost:** The Commission is under no obligation to award this project to the Vendor offering the lowest cost request. Evaluation criteria in this document shall be used in determining the award.
- 3.24 Submitted Material:** All requests, responses, inquiries, or correspondence relating to, or in-reference to this document submitted by Vendors shall become the property of the Commission when received. Once an award is made, all excess copies the Vendor's request may be destroyed.
- 3.25 Outside Estimates:** The Commission reserves the right to obtain an outside estimate, or to have the product or service provided outside of this contract when it is in the best interest of the Commission.
- 3.26 Confidentiality/Proprietary Information:** All information submitted in or within Vendor's request will be subject to the Georgia's Open Records Act (GORA). There is no guarantee that any such information would be exempt from disclosure under the GORA, and SAC is under no obligation to determine whether such information is exempt from disclosure. Therefore, vendor should not include in or with your request any information that you consider to be confidential or proprietary.
- 4.0 SPECIAL CONDITIONS:**
- 4.1 Mandatory Requirements:** The Commission has established certain requirements with respect to solicitations to be submitted by Vendors. Whenever the terms "shall", "must", "will" or "is" are used in the package, the specifications being referred to is a mandatory requirement. Failure to meet any requirement(s) may cause rejection of the Vendor's submittal.
- 4.2 Tax Exempt:** The Commission is exempt from State Sales Tax. If a tax- exempt certificate is necessary, please contact the SAC Purchasing Department.
- 4.3 Demonstrated Capability:** The Vendor must attach and make part of this response information on the Vendor's demonstrated capability within the last three (3) to five (5) years in successfully performing jobs similar in size and complexity as requested in this document. A past-history of three (3) successful projects is desirable.
- 4.4 References:** The Vendor must provide and make part of this the response information regarding size and age of business, number of employees, experience, and a minimum of three (3) customer references for similar type products or services. Customer references must include company name, contact person, physical address, phone number, and email address.
- 4.5 Minority Business:** The Commission encourages all small and minority business enterprises to participate. The Minority form must be completed and submitted with this RFQ.
- 4.6 Indemnification:** Seller/Vendor agrees for itself and its contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitor and licenses to indemnify, protect, save and hold harmless the SAC, its members, directors, officers, employees, and agents against any expense, loss or liability paid, suffered or incurred, including any environmental fines and/or penalties, as a result of any breach by Seller/Vendor, Seller/Vendor's agents, servants,

employees, patrons, contractors or subcontractors, suppliers, customers, visitors or licenses of any covenant or condition of any agreement with Buyer/SAC or as a result of the seller's/buyer's work or a product or service provided by seller/vendor or the seller's/Vendor's use, occupancy or presence on SAC's property or the carelessness, negligence or improper conduct of seller/Vendor, seller's/Vendor's contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitors, or licenses. Such indemnification shall be to the extent caused in whole or in part by negligent acts or omissions by the Seller/Vendor, its contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitors or licensees. Seller/vendor agrees to defend buyer/SAC from any legal or equitable actions brought against buyer/SAC based on the work or a product or service provided by seller/vendor or the carelessness, negligence or improper conduct of Seller/Vendor, Seller's/Vendor's contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitors, or licensees and pay all expenses and attorney fees in connection therewith. Nothing herein shall be construed as requiring Seller/Vendor or any other person, firm or corporation to indemnify against any portion or percentage of such claim or loss, if any, caused by the negligence of SAC, its members, directors, officers, agents or employees.

- 4.7 Changes and Alterations:** The Commission reserves the right to make any alterations in the RFQ and/or contract as may be necessary due to changing conditions found during the project. The Vendor shall not claim forfeiture of contract by reasons of such changes by the SAC representative. If such changes increase or decrease the amount of the work or materials, the Vendor will be paid according to the quantity of product delivered at the prices established for such work under the contract. Any alterations or changes that diminish the scope of work or materials shall not constitute a claim for damages or for the loss of anticipated profits. Any alterations from the original job estimate provided by vendor must be submitted in writing and must be approved by the designated SAC Representative.
- 4.8 Bonding:** Bonding is not required.
- 4.9 Statutory Affidavit:** Statutory Affidavit is not required.
- 4.10 Cure and Cover Clause:** If a successful Vendor fails, or SAC concludes that there is a reasonable likelihood that the Vendor will not be able to timely perform its obligations under this RFQ and/or contract, SAC may (in addition to any other contractual, legal, or equitable remedies) proceed to take any of the following actions after a five (5) day written notice to the Vendor.
- (A) Withhold any monies then or next due to the Vendor; or
  - (B) Terminate the contract and obtain the deliverables (or equivalent) or portion thereof (or equivalent) from a third party, pay the third party for the same, and withhold the amount so paid from any money then or thereafter due party Vendor and hold Vendor liable for any amounts paid to the third party (or parties) to the extent that withholding payments to the Vendor does not cover SAC's cost of cover.
- 4.11 The Savannah Airport Commission Reserves the Right:**
- (a) to award bids/quotes received on individual items, or on the entire list of items; and



- (b) to reject any or all bids/quotes or any part thereof; and
- (c) to waive any irregularities and/or technicalities on the bids/quotes; and
- (d) to accept the bid/quote that is in the best interest of SAC; and
- (e) to obtain clarification or additional information; and
- (f) to purchase either selected items, or to not select any Vendor or purchase any goods and/or services resulting from this request; and
- (g) to reject any Vendor who has previously failed to perform properly or complete on time projects of a similar nature, or
- (h) to reject any Vendor whom investigation shows Vendor is not in a position to perform the project and/or service as specified in this RFQ.

**4.12 Basis of Award:** The basis of evaluation will be low bid/quote considering price, Vendor availability to seek or exceed SAC's specifications and requirements. The bid/quote is subject to be awarded to the most responsive and responsible Vendor whose bid/quote is evaluated to be the most advantageous to the Commission, considering price and other factors. The award can be made to one or multiple Vendors, whichever is in the best interest of the Commission. Other suppliers and tertiary suppliers may be selected to fill orders or provide contracted services of the primary supplier cannot make provision to the Commission when time is of the essence.

## **SECTION 5.0 – Exceptions Sheet**

Deviations and/or exceptions from original text, terms, conditions, or specifications shall be described fully. If the commodity(ies) and/or service proposed in the response to this bid/quote is in any way different from that contained in this bid/quote, the Vendor is to clearly identify by specification section number and item, all such differences in the space below. Otherwise, it will be assumed that the Vendor's offer is in total compliance with all aspects of the bid/quote.

Below are the exceptions to the stated specifications:

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

Printed Name of Authorized Person: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_ Date: \_\_\_\_\_



## SECTION 6.0 – PROPOSED SCHEDULE OF M/WBE PARTICIPATION

All M/WBEs listed **must be certified as a minority-owned or women-owned business** by the City of Savannah or a federally-recognized or state-level certifying agency (such as USDOT, State DOT, SBA 8(a) or GMSDC) that utilizes certification standards comparable to the City of Savannah **prior** to the due date of this bid. **Other business certifications that do not specify majority woman or minority ownership may not be substituted. Proof of M/WBE certification from the certifying agency is required to accompany the bid.** A firm that has submitted an application for M/WBE certification but has not been certified is not qualified as a certified M/WBE and will not be recognized as such during the Commission's evaluation process. To expedite verification, please provide accurate phone numbers for all M/WBEs listed and ensure firms understand contact will be made following bid submittal.

Name of Proposer: \_\_\_\_\_ Event No. \_\_\_\_\_

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

**NOTE: Unless certified through the City of Savannah M/WBE Program, proof of M/WBE certification must be attached for all firms listed.**

Name of M/WBE Participant	Name of Majority Owner	Telephone	Address (City, State)	Type of Work Sub-Contracted	Estimated Sub-contract Value	MBE or WBE	Certified? (Y or N)	Certifying Agency? (City of Sav. or Other)
					%			
					%			
					%			
					%			
					%			
					%			

MBE Participation Value: \_\_\_\_\_ % WBE Participation Value: \_\_\_\_\_ % M/WBE Participation Value: \_\_\_\_\_ %

The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Savannah Airport Commission. The Prime's subcontractor that subcontracts work must enter into a formal agreement with the tier subcontractor identified herein for work listed in this schedule. The Prime may count toward the goal any tier of M/WBE subcontractors and/or suppliers that will be utilized in the contract work. However, when an M/WBE subcontracts part of the work, the value of the subcontracted work may **only** be counted toward the goal **if the tier subcontractor is an M/WBE**. Any work an M/WBE firm subcontracts to a non-M/WBE firm **will not count toward the M/WBE goal**. It is the responsibility of the Prime contractor to advise all M/WBEs of this requirement and to ensure compliance by subcontractors.

### Joint Venture Disclosure

If the prime bidder is a joint venture, please describe the nature of the joint venture, the level of work and the financial participation to be provided by the Minority/Female joint venture firm in the space provided below.

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): \_\_\_\_\_

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

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

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

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



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

Fax: \_\_\_\_\_

### **SECTION 7.0 – Vendor Certification**

By responding to this RFQ, the offeror understands and agrees to the following:

1. That the submitted solicitation constitutes an offer, which when accepted in writing by SAC, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and SAC; and
2. That the Vendor has read the specifications and requirements shown or referenced in this RFQ and that the Vendor's response is made in accordance with the provisions of such specifications and requirements; and
3. That the Vendor guarantees and certifies that all items included in the Vendor's response must meet or exceed any/all such stated requested specifications and requirements; and that if rewarded a contract, the Vendor will deliver goods/services that meet or exceed the requested specifications and requirements.
4. That the response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a request for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Vendor understand and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. The Vendor response must be complete, signed in all spaces provided; returned in its entirety, and submitted with all required information, attachments, and forms to receive consideration for award.

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

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

Contact Name/Title: \_\_\_\_\_

Contact Phone & Cell \_\_\_\_\_

Fax: \_\_\_\_\_

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

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

Printed Name of Signature: \_\_\_\_\_

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

Emergency Contact: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

## **SECTION 8.0 – SAVANNAH AIRPORT COMMISSION INSURANCE REQUIREMENTS**

- A. With no intent to limit Vendor's liability or the indemnification provisions set forth herein, Vendor shall procure and maintain during the term of this Agreement the following minimum limits:
1. General Liability Insurance - no less than One Million (\$1,000,000) Dollars each occurrence, Combined Single Limit ("CSL"), bodily injury and property damage, including Employer's non-ownership liability, patent infringement and intellectual property rights protection, and hired auto coverages as applicable, which shall not be subject to cancellation or change until after thirty (30) days written notice shall have been given to Commission, as well as:
  2. Umbrella - \$5,000,000 (covers all liability lines).
  3. Worker's Compensation in compliance with Georgia Statutory Limits, including an All States Endorsements.
- B. Vendor must maintain on file in the Commission office during the term of this agreement an original signed copy of Vendor's Certificate of Insurance reflecting the above limits and naming the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission, its directors, officers, employees, and agents as additional insured, and shall be delivered to Commission by Vendor within ten (10) days of request by Commission.
- C. Indemnification
- Vendor shall protect, defend, and indemnify Commission and its officers, agents and employees from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Commission or the acts or omissions of Vendor's officers, agents, employees, Vendors, sub-Vendors, licensees, or invitees regardless of where the injury, death or damage may occur unless such injury, death or damage is caused by the sole negligence and the willful misconduct of the Commission or any of its officers, employees, Vendors or agents. The Commission shall give to Vendor reasonable notice of any such claims or actions. The Vendor shall also use counsel reasonably acceptable to Commission in carrying out its obligations hereunder. The provisions of this Section shall survive the expiration or early termination of this Agreement.
- D. All insurance policies shall contain a standard cross-liability provision and shall stipulate that no insurance held by Commission will be called upon to contribute to a loss covered thereunder. Commission shall have no liability for any premiums charged for such coverage, and the inclusion of Commission as an additional insured is not intended to and shall not make Commission a partner or joint venture partner with Vendor in Vendor's operations on the Premises. Such policies shall also insure Vendor against the risks to which it is exposed as the



Vendor of the business authorized under this Agreement, shall be for full coverage and shall contain provisions on the part of the respective insurers waiving the right of such insurers to subrogation.