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COLUMBUS
REGIONAL AIRPORT AUTHORITY

SOLICITATION DOCUMENT HR-2017-001

COMPENSATION AND CLASSIFICATION STUDY

FOR

HUMAN RESOURCES

Response Due Date and Time

MAY 12, 2017 @ 2:00 PM

Response Submitted By:

Company Name

Street Address

City

State

Zip

Phone No.

Fax No.

E-Mail Address:

Web Site Address:

DBP?

Yes No

Specify type of ownership and check below, if applicable: _____

Small Business Woman-Owned Business Small Disadvantaged Business

**FAILURE TO RESPOND MAY RESULT IN REMOVAL FROM CRAA POTENTIAL SOURCE LIST.
RETURNING THIS PAGE ONLY MARKED "DECLINED" COUNTS AS A RESPONSE**

Request for Proposals (RFP) # HR-2017-001 – Compensation and Classification Study

This Solicitation consists of a request for proposal and a draft contract.

SOLICITATION
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SCHEDULE OF KEY MILESTONE EVENTS

DATES

APRIL 20, 2017
APRIL 28, 2017 @ 10:00 AM
MAY 12, 2017 @ 2:00 PM
MAY 26, 2017
MAY 29, 2017
JUNE 1, 2017
JUNE 15, 2017

DESCRIPTIONS

POSTING DATE
QUESTIONS CUTOFF DATE/TIME
RESPONSE DUE DATE/TIME
EVALUATION RESULTS*
RECOMMENDATION *
CONTRACT APPROVAL AND EXECUTION *
DELIVERED COMPLETE (If applicable)

*DATES SUBJECT TO CHANGE

SOLICITATION NOTICE

COMPENSATION AND CLASSIFICATION STUDY – HR-2017-001

Sealed responses will be received by the Columbus Regional Airport Authority (CRAA) at its offices located at 4600 International Gateway, CRAA Administration offices, Baggage Claim Level, John Glenn Columbus International Airport Terminal, Columbus, Ohio 43219 until May 12, 2017 @ 2:00 PM local time, for Compensation and Classification Study. The solicitation document is posted on the CRAA website www.columbusairports.com. Any addenda issued shall be posted on the same website.

The solicitation document may be printed from the website. Please note that addenda will be posted to the CRAA Website www.columbusairports.com ONLY. Respondents are responsible for obtaining addenda.

Proposal responses shall conform to the solicitation document requirements. In addition the entire solicitation documentation and addenda are hereby incorporated by reference.

The CRAA is not responsible for late mail or late deliveries. Responses received after the due date and time shall be returned to the respondent at their expense, if shipping account information is provided. If no information is evident, the response shall be destroyed, and only a copy of the sealed envelope with time stamp shall be retained on file.

Note: All responses shall be received as hard copy in sealed envelopes that are marked as:

**CRAA - OFC. OF CONTRACT AND PROCUREMENT ADMIN
RE: COMPENSATION AND CLASSIFICATION STUDY
4600 INTERNATIONAL GATEWAY
COLUMBUS, OH 43219**

DUE: MAY 12, 2017 @ 2:00 LOCAL TIME

Note that NO facsimile, or other electronic form of response is acceptable to the CRAA.

It is the policy of the CRAA that Diversity Business Partner (DBP) organizations shall have the maximum opportunity to participate in the provision of services as outlined in this request. A business entity recognized as a Disadvantaged Business Enterprise; Women Business Enterprise; Minority Business Enterprise; Small Business Enterprise; or Encouraging Diversity, Growth and Equity certified Business Enterprise. Bidders shall make a good faith effort to obtain DBP participation. For questions regarding the DBP Program, contact Business Diversity at BusinessDiversity@ColumbusAirports.com.

The Columbus Regional Airport Authority, 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 and airport concession 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.

Questions regarding the work or specifications shall be directed in writing to Office of Contracts & Procurement at craaprocurement@columbusairports.com or fax 614-239-3183. The cutoff date for all questions is April 28, 2017 @ 2:00 PM local time. Questions received after this date and time will not be answered.

INFORMATION FOR RESPONDENTS: REQUIREMENTS AND CONDITIONS

1. TERMS OR SPECIAL CONDITIONS

Terms or special conditions included in the technical specifications of the RFP and the Professional Service Master Agreement, if inconsistent with provisions included in this "Information for Respondents" Section, shall take precedence over any provisions in "Information for Respondents" in the order listed above.

2. CHANGES AND ADDENDA TO RFP DOCUMENT

Each change or addenda issued in relation to this document will be posted to the Columbus Regional Airport Authority website at www.columbusairports.com not less than three (3) working days prior to the scheduled RFP due date. All potential respondents shall be responsible for checking the website to retrieve any addendum. Total RFP inquiry, postponement, or cancellations may be posted later than the time specified above.

3. ACCEPTANCE AND REJECTION

Any response submitted by the respondent to the CRAA will be accepted or rejected within a period of 180 days from due date. The CRAA reserves the right to waive any informality or irregularity in any Proposal, to negotiate for the modification of any Proposal(s), to accept the Proposal(s) that in the CRAA's sole judgment is/are deemed the most desirable and advantageous to the CRAA, to reject any and all Proposals, or to re-advertise for Proposals, to such extent as the CRAA, in its sole opinion, deems necessary or desirable. If more than one service is requested, each service may be considered a separate offer. The CRAA reserves the right to award an agreement on each service separately, on all services as a whole or any combination thereof. Respondents whose responses are presented on an "All or None" basis must clearly state such fact in their written responses. Any Proposal that is incomplete, conditional, ambiguous, and obscure or contains additions or alterations not called for, or irregularities of any kind, may be rejected for such reason or reasons.

The CRAA is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any respondent prior to the execution of the agreement. The rejection of any response, in whole or in part, by the CRAA, will not render the CRAA liable for incurring any cost or damage.

All material submitted in response to this Request for Proposals becomes the property of the CRAA. The CRAA may choose to retain, return (at the respondent's expense) or dispose of these materials.

4. SIGNATURE REQUIRED

The responses must be signed. If the respondent is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign the response; if a partnership, indicate partnership name followed by the signature of one of the partners; if a sole proprietorship the signature of the owner is required.

5. WITHDRAWAL OF RESPONSES

Respondents may withdraw their responses at any time prior to the time specified in the solicitation as the closing time for the receipt of responses. However, no respondent shall withdraw or cancel a response for a period of one hundred eighty (180) calendar days after the advertised closing time for the receipt of responses.

6. RESPONDENTS TERMS AND CONDITIONS

Terms and conditions, submitted with the response, which are contrary to CRAA policies, procedures, or this solicitation document, shall be disregarded for the purpose of any subsequent agreement. The successful respondent shall be notified as to which terms and conditions, if any, have been deleted or changed.

7. INVESTIGATIONS OF RESPONDENTS

The CRAA may make such investigations as it deems necessary to determine the ability of the respondent to perform the work, and the respondent shall furnish to the CRAA all such information and data for this purpose as the CRAA may request. In determining the award, consideration will be given to: (a) the experience of the respondent; (b) the respondent's financial condition; (c) the respondent's conduct and performance on previous agreements; (d) the respondent's facilities; (e) the respondent's management skills; and, (f) the ability of the respondent to execute the agreement properly. The CRAA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such respondent fails to satisfy the CRAA that such respondent is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

8. SUBCONTRACTORS

A Respondent's proposed subcontractors shall also be a basis for evaluating responses. The CRAA reserves the right to review information regarding all subcontractors proposed. The CRAA reserves the right to reject any or all proposed subcontractor(s) listed thereon before the agreement is awarded. Except for reasons of security, the CRAA shall not reject any such listed subcontractors (s) after the agreement is awarded by the CRAA. No subcontractors shall be replaced by another without the written consent of the CRAA.

9. SAFETY REQUIREMENTS

The Consultant while performing duties shall adhere to all rules of their particular industry, with regard to mandates by the Environmental Protection Agency (EPA) and/or Occupational Safety and Health Administration (OSHA), and any other regulation applicable to the circumstance.

10. MATERIAL GUARANTY

If applicable, at the request of the CRAA and before any agreement is awarded, the respondent may be required to furnish a complete statement of the origin, composition, and manufacturer of any or all material to be used in the work together with samples, which samples may be subjected to the tests provided for in the specifications to determine their quality and fitness for the work.

11. TIMELY EXECUTION OF AGREEMENT The respondent to whom the agreement is awarded will be required to execute the Agreement and to furnish Certificates of Insurance and other requested documents within ten calendar days from the date when the written agreement is received by the respondent for signature. In case of failure by the

INFORMATION FOR RESPONDENTS: REQUIREMENTS AND CONDITIONS REQUEST FOR PROPOSALS

respondent to execute the Agreement, the CRAA may, at its option, consider the respondent in default and reserves the right to pursue all available remedies, including awarding the agreement to another respondent, or proposals may be re-solicited.

12. BASIS FOR AGREEMENT AWARD Unless otherwise stated in the solicitation specifications, the award of the agreement shall be made to the highest ranked respondent based on the award evaluation criteria. The CRAA also shall determine the affordability and value of alternates as stipulated in the response. The CRAA also reserves the right to split multiple services into separate agreement awards. In the event the respondent is submitting their response as "all or none" or with specific combinations of services, the respondent shall state such conditions in their proposal.

13. AUTOMATED CLEARING HOUSE (ACH) AND ELECTRONIC FUNDS TRANSFER (EFT)

The CRAA utilizes Automated Clearing House (ACH) and Electronic Funds Transfer (EFT) for Respondent payments. The Respondent will receive ACH/EFT payments via electronic transfer.

14. CANCELLATION OF AWARD

The CRAA reserves the right to rescind the award of the agreement at any time before the execution of the agreement by all parties without incurring any liability. Therefore, if the Consultant changes its position, economically or otherwise, after receiving a verbal or written notice of selection and in reliance upon the CRAA executing the agreement, the Consultant does so solely at its own risk and the CRAA will not incur any liability from the Consultant's change of position.

15. LICENSE

Respondents must comply with the statutory requirements of the State of Ohio relative to the licensing of corporations organized under the laws of any other state or country and other pertinent requirements for doing business in Ohio. Before an agreement will be awarded to a non-resident foreign corporation or a person or partnership of the State of Ohio, such non-resident foreign corporation, person or partnership shall provide the CRAA with a copy of its "Original Appointment of Agent" as filed with the Ohio Secretary of State.

16. PROPOSED CONTRACT AND INSURANCE

The successful Respondent shall execute the contract hereby incorporated by reference. At the time of contract, the bidder must delivery to the CRAA, certificates of insurance, executed by a duly authorized representative of each insurer. The certificates shall evidence that the insurance required in the Proposed Agreement are in force.

17. DELINQUENT PERSONAL PROPERTY TAX

All respondents are charged with notice of Section 5719.042 of the Ohio Revised Code and agree that if the agreement is awarded to them, prior to the time the agreement is entered into, the successful respondent will submit the completed affidavit required by that section of the Ohio Revised Code to the CRAA. Said affidavit, when submitted to the CRAA, is thereby incorporated into the agreement.

Section 5719.042 of the Ohio Revised Code: After the award by a taxing district of any contract and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer, a statement affirmed under oath, that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case that statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicated that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty days of the date it is submitted. A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

18. AUTHORITY TO BIND

Respondents are on notice that in the event of an agreement award, where the person signing for a corporation is other than the president, an affidavit or a resolution of the Board of Directors showing the authority of that person to bind the corporation must be furnished.

19. PUBLICATIONS

The Consultant agrees to submit to the CRAA's Project Manager all advertising, sales promotion, and other publicity matters relating to the Agreement wherein the CRAA's name is mentioned or language used from which the connection of the CRAA's name therewith may, in the CRAA's judgment, be inferred or implied. The Consultant further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the CRAA except that which may be required under law.

20. CONFIDENTIALITY

The CRAA may choose to keep RFP information in confidence during the evaluation process and until the time an agreement is executed. This information may include all proposal documentation, notes, including detailed prices, references, resumes, technical and cost information, etc. Thereafter, proposals and all submissions may become public information, pursuant to R.C. 149.43, the Public Records Act.

Regarding Public Records Requests, the CRAA, as a Port Authority of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the respondent understands that ALL documents submitted in response to this RFP may be considered public records and may be subject to release by the CRAA when a public records request is made in accordance with the law. If you are concerned that documents submitted in response to this RFP contain confidential financial and proprietary information, including trade secrets, then you must CLEARLY MARK the specific information considered by you to be confidential and state the reason that you contend these portions of your

INFORMATION FOR RESPONDENTS: REQUIREMENTS AND CONDITIONS REQUEST FOR PROPOSALS

response constitute an exception to Ohio's public records law.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked specific information contained in such documents as confidential financial or proprietary information, and therefore potentially constituting an exception to Ohio's public records law, the CRAA may release all of the requested information immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as confidential financial or proprietary information, potentially constituting an exception to Ohio's public records law, the CRAA will attempt to release the information to the requestor, after redacting the specific information identified as confidential financial and proprietary, and notify you that a request was made and that a redacted version of your response was released. Should the requestor challenge the classification of redacted information as confidential financial or proprietary information, the CRAA will notify you that further explanation of the information's designation as confidential has been demanded by the requestor and the request for public information has been restated. You then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the CRAA may choose consider your offer non-responsive. (REV. 3-20-2006)

21. BUSINESS ETHICS

Communication Respondents are not to meet or communicate with the CRAA staff or Board members during the pendency of the solicitation process, except with respect to current, on-going work. The solicitation process is deemed to have begun on the date that the CRAA has publicized the solicitation or posted the solicitation on its website. The process is deemed to have concluded when an agreement has been fully executed with the selected firm. It is the responsibility of the bidder to know whether (s)he is engaging in an appropriate ex parte communication with the CRAA staff. Inappropriate communication may result in disqualification from current or future selection processes. When in doubt, please contact CRAA Procurement at craaprocurement@columbusairports.com.

Gratuities and Kickbacks The Respondent shall not offer, give or agree to give any CRAA employee or former CRAA employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in other advisory capacity in any proceeding of application, request

for ruling, determination, claim or controversy.

22. RFP AWARD DEBRIEFING

Once a contract award is made and negotiations are successfully concluded, the award and contract information shall be posted on the CRAA website, www.columbusairports.com, on the business information page. Unsuccessful respondents who wish to inquire about any aspect of this RFP or award should deliver a written request for debriefing to:

Office of Contracts & Procurement
John Glenn Columbus International Airport
4600 International Gateway
Columbus, Ohio 43219
craaprocurement@columbusairports.com
fax: 614-239-3183

Please include the title of the RFP, the Department for which the RFP was solicited, and the date that responses were due. Indicate the respondent's company name and contact information so that the CRAA can respond to the request. Please submit questions requiring research at least three business days prior to the debriefing.

The CRAA will review the request for a debriefing meeting. As appropriate, the CRAA will make good faith efforts to hold the meeting and debrief the respondent as soon as possible. The CRAA may conduct debriefing meetings up to and including six months after the award and contract information is posted to the CRAA website.

23. MATERIAL SPECIFICATIONS

The descriptions, manufacturers' name and brand names used in the Specifications are for the sole purpose of showing the quality and type of article expected and for establishing minimum standards. All proposals must be based on materials, supplies or equipment which equals or exceeds all phases of these standards as determined by the Authority. Any proposal to use material, supplies or equipment different from those listed in the proposal specifications shall furnish with his bid evidence that the item bid is of equivalent or better quality and type as those specified in the specifications.

Evidence shall include, but not be limited to the following: (1) years of use under equal or more stringent conditions; (2) years used or produced; (3) financial history of producer and length of years in business; (4) organization available for repair and maintenance of product or machine; and (5) any change in bid price if acceptable. If applicable, at the request of the CRAA and before any agreement is awarded, the respondent may be required to furnish a complete statement of the origin, composition, and manufacturer of any or all material to be used in the work together with samples, which samples may be subjected to the tests provided for in the specifications to determine their quality and fitness for the work.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Bid Title: _____

Contractor _____ being first duly
sworn, deposes and says that he is _____ (sole owner, a partner,
president, secretary, etc.) of _____,

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any respondent or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said respondent has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the Bid Price of said respondent or any other respondent, or to fix any overhead, profit or cost element of such Bid Price, or of that of any other respondent, or to secure any advantage against the Columbus Regional Airport Authority or anyone interested in the proposed Agreement; that all statements contained in such bid are true; and, further, that said respondent has not, directly or indirectly, submitted his Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said respondent in his general business.

Signed:

Subscribed and sworn to before me this

____ day of _____, 20__

Seal

Notary Public

TECHNICAL SPECIFICATIONS

1.0 SCOPE AND CLASSIFICATION

1.1 The Columbus Regional Airport Authority, hereafter referred to as (“Authority” or “CRAA”) requests submission of proposals from interested and qualified consultants desiring to provide compensation project services to the Authority that include, but are not limited to, review of CRAA’s current compensation practices, salary structures, pay rates and merit and incentive programs; market and classification analysis of all non-union positions; development of CRAA’s compensation and Total Rewards philosophies; and the development of communication tools that assist CRAA in communicating pay practices to employees. Additional services, as described below in Section 3, Requirements, will also be provided by the successful Proposer(s). The Authority, at its discretion, may grant the Award of Services to one or more Proposers. The selected consultants(s) will be expected to maintain adequate staff and facilities, maintain and retain confidential records, maintain all required licenses, keep current in the changes in the relevant law and best practices, meet with Authority personnel and be fully prepared to address the Authority’s interests and needs in terms of products and services. Additional provisions may be included in the contractual agreement that incorporates the selected consultant’s proposal, general services and other pertinent requirements and details.

1.2 Goals and Objectives

1.2.1 The goals of this study are as follows:

- a) Update CRAA’s current classification and compensation systems and practices, including its current pay grades, base compensation and incentive compensation plans;
- b) Analyze the compensation for all current non-union positions against relevant market data, including private and public employers both inside and outside the aviation industry and implement any necessary/recommended changes in a manageable way;
- c) Assist with the development and communication of the compensation and Total Rewards philosophies; and
- d) Communicate effectively with employees and key stakeholders regarding project status and results and CRAA’s approach to compensation.

1.2.2 CRAA’s objectives are as follows:

- a) Attract, motivate and retain qualified employees through the payment of competitive and equitable salaries;
- b) To provide CRAA with a compensation and classification structure that enables CRAA to maintain a competitive position in the market;

- c) Develop compensation and total rewards philosophies that are reflective of CRAA and can be easily understood by employees; and
- d) Communicate study progress and results to employees and key stakeholders.

1.3 Background

CRAA's most recent comprehensive compensation and classification study was completed in 2012 with the results communicated in early 2013. Following that study, CRAA aimed to review one third of all non-union positions each year so that at the end of three years, all non-union positions would have been reviewed again. CRAA has been performing compensation and classification analysis on an as needed basis when triggered by position vacancies, retention concerns, changes in scope or duty and changes in relevant laws. The end result is that some positions have been reviewed multiple times and some have not been reviewed since 2012.

Given the mix of general (example: Human Resources) and industry-specific (example: Airport Operations) positions at CRAA, a variety of market survey sources are utilized. This has caused some employees to perceive a lack of consistency or fairness in setting compensation.

The current system of grouping non-union positions into pay grades with associated pay ranges is confusing for employees who look for the system to tie directly to their years of experience, skill or value.

1.4 Authority Information

The Authority is an independent, governmental entity created pursuant to Chapter 4582.21 et seq., Ohio Revised Code. The Authority owns and operates three airports: John Glenn Columbus International Airport (CMH, emphasis on commercial air service), Rickenbacker International Airport (LCK, emphasis on cargo and passenger charter flights), and Bolton Field (TZR, a corporate and general aviation airport).

1.4.1 CRAA currently employees 222 non-union employees. Of the 222 non-union, employees,

- a) 9 are part-time Employees;
- b) Currently 22 are seasonal employees; and
- c) 98 are currently classified as exempt and 124 are currently classified as non-exempt.

1.4.2 Excluding seasonal, intern and co-op positions, there are 134 unique positions.

1.4.3 CRAA currently has 7 levels of leadership: Supervisor, Manager, Senior Manager, Director, Vice President, C-suite and President and CEO.

1.4.4 Currently, CRAA's full-time, non-union positions, other than the President and CEO, are organized into 15 separate pay grades.

Pay Grade	Number of employees
1	5
2	4
3	6
4	14
5	35
6	27
7	17
8	9
9	21
10	24
11	9
12	5
13	6
14	1
15	7

1.4.5 CRAA has two incentive compensation plans for its non-union employees:

Performance Rewards Program (“PRP”)

The PRP awards lump sum bonuses to employees based on individual and organizational performance. The amount of the lump sum awarded is based on pay grade as follows:

Pay Grades 1-4	\$1,500.00
Pay Grades 5-8	\$2,500.00
Pay Grades 9-10	\$4,000.00
Pay Grades 11-12	\$6,000.00

Executive Incentive Program (“EIP”)

The EIP award is calculated as a percentage of the recipient’s salary and is awarded based on individual and organizational performance. The award schedule is as follows:

Directors	12%
Vice Presidents and C-Suite Members	18%
President and CEO	25%

2.0 APPLICABLE PUBLICATIONS

NOT APPLICABLE

3.0 REQUIREMENTS

3.1 Proposer Qualifications.

The following are the minimum Proposer requirements. **No proposal will be considered unless it meets these requirements.** In order to be considered qualified to provide the Services hereunder, each Proposer must meet, at a minimum, the following criteria:

- 3.1.1 The Proposer and the Account Executive proposed for the account must have acted as compensation consultant for an employer of approximately CRAA's size within the last three (3) years. Experience serving as a compensation consultant for a public employer or an airport is advantageous.
- 3.1.2 Have not less than five years of experience in providing the Services required in this Agreement, to which the Proposer and the proposed Account Executive must give documentation and contact references in its proposal documents.
- 3.1.3 Provide satisfactory evidence that it can meet or exceed every minimum standard stipulated in the Services and/or the Agreement and comply with all applicable laws and regulations.

3.2 Work Requirements.

While the exact range and extent of services will be subject to negotiation, it is anticipated that the selected Proposer(s) shall provide, at a minimum, the professional services and dedicated personnel necessary to perform the Services listed below. The Proposer shall demonstrate its ability to perform these Services as part of its Proposal:

- 3.2.1 Develop a communications plan for review by the Human Resources Department and key stakeholders. The plan should do the following:
 - a) Provide a schedule of communications designed to ensure employees and key stakeholders are apprised of the project scope, key dates and progress throughout the duration of the project.
 - b) Identify the appropriate mediums for communications including, but not limited to the following: email, CRAA publications, shift briefing topics, organizational briefing topics, talking points for managers, members of Senior Staff and the President & CEO
- 3.2.2 Complete a review of the Authority's current approach to compensation, including base salary and incentive compensation, to understand existing strengths and weaknesses, tools used to set salary and other factors surrounding the compensation of Authority positions.

- c) Solicit employee and stakeholder feedback on CRAA's current approach to compensation. Work with CRAA's Human Resources Department to determine the appropriate method to obtain employee and stakeholder feedback. Possible approaches could include, but are not limited to, review of CRAA's engagement survey data, review of the recommendations of the Compensation sub-committee of the engagement action team, meetings with the employee-based Core Team, focus group sessions with front-line employees, members of management and members of CRAA's Executive Staff.

3.2.3 Identify appropriate opportunities for employee involvement in the project and create a list of roles and responsibilities that can be easily communicated.

3.3 Additional Information

3.3.1 Compensation Philosophy:

- a) Work in collaboration with the Authority's Human Resources Department to develop recommended compensation and Total Rewards philosophies. The philosophies should be designed to be easily communicated to and understood by the Authority's employees and other key stakeholders.
- b) Once final, identify the appropriate manner of communicating the revised compensation and Total Rewards philosophies to the Authority's employees and other key stakeholders.
- c) Develop the necessary communications taking into account CRAA's brand standards and employee value proposition.

3.3.2 Role Descriptions:

1. Review existing role descriptions recommend revisions. Recommended revisions should do the following:

- a) Create a standard format for all role descriptions;
- b) Accurately identify and include key job duties and essential functions as that term is defined by the Americans With Disabilities Act and all amendments thereto;
- c) Accurately identify and include the requirements of education, experience, knowledge, skills and abilities;
- d) Accurately identify and include the physical requirements for each position;
- e) Incorporate references to CRAA's Core Values in a consistent and meaningful way;

- f) Incorporate CRAA's Leadership Success Profiles as relevant to each level of leadership (Supervisor, Manager, Senior Manager, Director, Vice President, C-Suite and President and CEO).
2. Create a schedule for employee and supervisor/manager review of each role description. Gather necessary information to evaluate roles through the use of questionnaires, job audits, personal interviews or other accepted method.

3.3.4 Classification:

- a) Review position descriptions of all Authority job classifications and recommend revisions as needed to ensure compliance with applicable Fair Labor Standards Act provisions relative to exempt and non-exempt status.
- b) Provide CRAA with an analysis detailing the impact of any recommended classification changes, including but not limited to, the expected financial impact.

3.3.5 Compensation:

- a) Establish current market rate compensation for all position classifications and recommend processes for periodic updates of market rates. Survey industry and geographical peers if necessary to obtain relevant and specific market data.
- b) Conduct a review of the salary rates for all non-union CRAA positions, recommending specific market rates and ranges for each position based on applicable survey data. The Authority seeks rates that are internally equitable and competitive in external public and private markets, including, but not limited to, the aviation industry and key peers in the local area. Where appropriate, airport specific survey data should be considered.
- c) Provide recommendations for how best to incorporate and/or weight non-traditional airport positions with their respective industry.
- d) Review salary survey data from surveys from which CRAA has already participated.
- e) Provide a recommendation for the frequency in which CRAA should update its market rates for each position to maintain a competitive compensation system.

- f) Develop a process by which the Authority can periodically update the market rates for each position to maintain a competitive compensation system.
- g) Develop a merit increase process that coordinates the evaluation and compensation systems, effectively managing the salaries of long-term employees within a given range around the market rate.
- h) Develop a clear and easily understood overview of the merit increase and compensation systems for presentation to employees and stakeholders.
- i) Analyze existing internal hierarchy based on job relationships, identify areas of challenge within the internal hierarchy system and propose implementation methods to correct any identified challenges.
- j) Develop a suitable salary structure and/or salary classification system for CRAA that has defined parameters (i.e., percent spreads between and within ranges) that can be easily communicated to and understood by CRAA employees. Review and assign all positions within the new structure. Potential deliverables could include, but are not limited to, established job families and criteria for inclusion in such families, recommendations concerning consolidation/expansion of job titles and levels of leadership, revised pay grade structure, and pay scale chart and appropriate level of compensation for each role.
- k) Review CRAA's current non-union incentive compensation programs, the Performance Rewards Program and the Executive Incentive Program for competitiveness and effectiveness. Propose recommended changes as necessary.

3.3.6 Communication and Implementation of the Results:

- a) Provide periodic updates on the progress of work, and as requested, present final results in person to key stakeholders as identified by the Authority.
- b) Assist CRAA with the communication of the project results by preparing employee presentation materials and by conducting multiple on-site employee meetings to present results and provide answers to employee questions.
- c) Conduct one-on-one notification meetings with employees as necessary to explain changes in classification, title, compensation etc.

- d) Recommend implementation strategies and schedules including calculating the costs associated with any recommended changes.
- e) Provide training to staff to maintain and revise/update the recommended salary structure and/or salary classification system as needed.
- f) Recommend administrative and maintenance procedures and methods to maintain fairness and competitiveness of the position classification and compensation system/approach after implementation.
- g) Assign an Account Executive to CRAA who will be responsible for communication with the Authority and who, along with other team members assigned, must be available on a daily basis to CRAA for advice and consultation on project related issues and concerns. All assigned team members, including the Account Executive, must be acceptable to CRAA.

3.4 Confidential Information.

The successful Proposer(s) agree to regard as highly confidential all information developed by or communicated to it in the course of, or in connection with, its performance under this Agreement. The Proposer(s) agrees that it will not, without the prior express and written consent of the Authority, make any oral or written disclosures of such confidential information, either during or after the term of this Agreement. However, such information may be disclosed to authorized persons who may be designated to work with the employees of the Authority and the Proposer(s) in performing under this Agreement.

The Authority may from time to time, furnish to the successful Proposer(s) reports, records, data, information or other material, both oral and written, which in the Authority's opinion will have a bearing on the Services to be performed under this Agreement. All reports, records, data, information or other material, both oral and written, provided by the Authority to the successful Proposer(s), are and will be deemed confidential information. The successful Proposer(s) agrees that all confidential information will be and remains the property of the Authority and will be preserved by the successful Proposer(s), its officers, agents, directors, employees and subcontractors, as confidential and will not be published, released or otherwise disclosed in any manner to any third party without the prior written consent of the Authority, and in accordance with all applicable laws and regulations.

3.5 Payment for Services.

3.5.1 Proposer must provide a project-based, fixed-fee proposal that includes a proposed schedule/project plan encompassing all anticipated phases of the current project (planning and preparation, proposed work activities, close-out, etc.).

3.5.2 Proposal must identify resources required (including CRAA staff resources), any expected impact on CRAA, costs/payments tied to

project milestone deliverables, and any assumptions supporting the proposed schedule/project plan.

4.0 EVALUATION CRITERIA

The CRAA Selection Team representatives shall review and rank all proposals received according to the weighted evaluation criteria in this section. If required to advance the decision-making process, the CRAA shall have the right to request demonstrations and presentations regarding the Compensation and Classification Study. The CRAA may request this information from all or just the highest ranked respondent(s).

- 4.1 Quality and feasibility of the proposed equipment and services. Does the proposed Compensation and Classification Study satisfy the requirements and any other related needs as described herein?
- 4.2 Experience and past performance. Has the respondent successfully performed for previous clients?
- 4.3 Capacity of the respondent. Are the required resources available to ensure a successful contract based on the current workload of the respondent, including but not limited to financial resources and company commitments?
- 4.4 Ability of the respondent. Do the personnel performing the work have the necessary skills, knowledge and experience to satisfy the requirements?
- 4.5 Price. The delivered price of the proposed Compensation and Classification Study.

Evaluator Score Sheet with Weights

Criterion & Measures	Weight		Points		Score
4.1 Quality and feasibility of the proposed equipment and services. Does the proposed Compensation and Classification Study satisfy the requirements and any other related needs as described herein?	25%		2500		Section Score
4.2 Experience and past performance. Has the respondent successfully performed for previous clients?	15%		1500		Section Score
4.3 Capacity of the respondent. Are the required resources available to ensure a successful contract based on the current workload of the respondent, including but not limited to financial resources and company commitments?	15%		1500		Section Score
4.4 Ability of the respondent. Do the personnel performing the work have the necessary skills, knowledge and experience to satisfy the requirements?	20%		2000		Section Score
4.5 Price. The delivered price of the proposed Compensation and Classification Study.	25%		2500		Section Score
			Total Score	=	

5.0 PROPOSAL SUBMITTAL REQUIREMENTS

- 5.0.1 Submission of Response and Copies. One (1) electronic (PDF only ON CD ONLY), and one (1) Original hard copy submittal of the response to this RFP shall be submitted prior to the due date and time. If there is a discrepancy between the electronic copy and the original hard copy, the original hard copy will take precedence, unless otherwise allowed by the CRAA in writing.
- 5.0.2 Response Instructions. RFP responses are to be organized and submitted in accordance with the instructions in this section. Responses should be organized into tabbed sections. The submittal on CD must be in the same order as the original hard copy of the submittal. Submittals on CD not matching the order of the original hard copy may result in the submittal being disqualified.
- 5.1 Transmittal Letter. A Transmittal Letter on the respondent's letterhead shall be submitted in this tabbed section and include but not be limited to the following information:
 - 5.1.1 The names of individuals involved in the preparation of the response and their relationship to the company. Also the name, address, and telephone number of the individual to which inquiries relating to the response should be directed.
 - 5.1.2 A statement that the respondent's response (including the resources represented therein) is valid for one hundred eighty (180) days.
 - 5.1.3 A statement affirming compliance with the Columbus Regional Airport Authority's terms and conditions.
 - 5.1.4 A statement indicating that this entire Request for Proposal document is included in the respondent's response by reference.
 - 5.1.5 Identify all material enclosures submitted in response to this RFP.
 - 5.1.6 The signature of a person authorized to legally bind the supplier to the extent of work and financial obligation included in the proposal.
- 5.2 Quality and feasibility of the proposed Compensation and Classification Study (Evaluation Criteria 4.1.) Information submitted in the response for this tabbed section shall include:
 - 5.2.1 A narrative description of the Respondent's understanding of the need; quality and feasibility; compliance with functional specifications provided to best suit the needs of the CRAA; and support services in the form of response time and resources proposed to meet the initial and on-going

needs of an uninterrupted operation of the Compensation and Classification Study for the CRAA from award through delivery. Include the Respondent's anticipated schedule from bid award through delivery.

5.3 Experience and Past Performance (Evaluation Criteria 4.2.) Information submitted in the response for this tabbed section shall include:

5.3.1 The Respondent is required to submit with his response, proof documenting at least five (5) years continuous experience in providing the item or service, including descriptions, and client contacts for five (5) previous contracts that the respondent has completed, including:

Client Company name	Scope of Services
Client Company address	Client contact name & e-mail address
Contract Title	Client Contact phone number

5.4 Capacity of the Respondent (Evaluation Criteria 4.3.) Information submitted in the response for this tabbed section shall include:

5.4.1 Provide a description of the resources (except for human resources) that the Respondent will employ to perform the Compensation and Classification Study.

5.4.2 Provide a description of current workload and availability of resources to complete the work and support the proposed Compensation and Classification Study.

5.4.3 Propose a time line for deliverables and/or a firm delivery time expressed in the number of days after receipt of order as appropriate.

5.5 Ability of the Respondent (Evaluation Criteria 4.4.) Information submitted in the response for this tabbed section shall include:

5.5.1 A description of the expertise and experience provided by members of the Compensation and Classification Study. List any relevant certifications held by any of the personnel expected to perform work for this Compensation and Classification Study.

5.5.2 Provide sample project plans or approaches of a Compensation and Classification Study.

5.6 Price. The delivered price of the proposed Compensation and Classification Study (Evaluation Criteria 4.5.) Information submitted in the response for this tabbed section shall include:

5.6.1 A completed Price Proposal Form. (See Appendix A.)

6.0 NOTES

- 6.1 Exceptions or substitutions may be considered if they are equal or superior to the specified attribute/item, provided they are listed and fully explained on a separate page and submitted with the response. Proposals taking total exception to the specifications may be considered non-responsive. The CRAA's decision with regard to whether or not an attribute is equal is final.
- 6.2. Should any misunderstanding arise as to the intent or meaning of the plans, specifications, special provisions or bid, or any discrepancy appear, the decision of the President & CEO of the CRAA shall be final and conclusive.
- 6.3 Failure to provide any submission requirement or any other required data or drawings etc., may be cause for rejection of the proposal.
- 6.4 Insurance requirements specific to this solicitation are as follows: See Page 26 of Draft Master Agreement.

APPENDIX A – PRICE PROPOSAL FORM

TIME LINE FOR DELIVERABLES

(Example)

TASK	WORK TO BE PERFORMED	ESTIMATED WORK TIME	HOURS	FEE
Task 1	Kickoff meeting	# of days		

PROPOSE ANY ADDITIONAL OPTIONAL ITEMS/SERVICES REQUIRED/RECOMMENDED

**PROFESSIONAL SERVICES MASTER AGREEMENT
HR-2017-001**

BETWEEN

**COLUMBUS REGIONAL AIRPORT AUTHORITY
"CRAA"**

AND

"CONTRACTOR"

FOR

COMPENSATION AND CLASSIFICATION STUDY



COLUMBUS
REGIONAL AIRPORT AUTHORITY

2017

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PROFESSIONAL SERVICES MASTER AGREEMENT

THIS PROFESSIONAL SERVICES MASTER AGREEMENT, entered into this ___day of _____, 2017, by and between _____ ("Consultant"), and Columbus Regional Airport Authority, ("CRAA"), a port authority organized and existing under the laws of the State of Ohio.

Section 1. Services (Master Agreement):

The CRAA has entered into this Agreement in reliance upon the Consultant's representations and assurances with regard to the competency and experience of Consultant to provide the Scope of Services described in the Master Agreement Scope of Services, which is included herein as Attachment A to Schedule A and by this reference incorporated into and made a part of this Agreement (the "Scope of Services"). The intent of the Agreement is to provide for the Consultant's completion in every detail of the Scope of Services as generally described in the Agreement. Consultant warrants that all services hereunder shall be performed consistent with the professional standards of skill, care and diligence exercised by entities licensed to provide and regularly providing comparable services and work on projects of similar size, complexity and cost and in compliance with applicable laws, rules, regulations and codes.

The Consultant must perform and provide all of the services described in this Agreement, which shall be performed on a task order basis. "Task Order" shall mean a specific order for services by the CRAA and agreed to be performed by Consultant pursuant to this Agreement. The parties shall establish the specific scopes of services, deliverables and prices on a not-to-exceed basis for each Task Order. Each executed Task Order shall become a part of this Agreement and Consultant shall commence Task Order services only after execution by both parties of the Task Order form provided pursuant to Schedule E. For each Task Order, the parties agree to use the rates established in Schedule A, including Attachment A, Master Agreement Scope of Work, attached thereto which by this reference are incorporated into and made a part of this Agreement.

Consultant and Consultant's agents, employees and Sub-Consultants shall communicate with and coordinate its services with the CRAA project manager(s) designated in Schedule A or any successor, but it is acknowledged that the CRAA is not completely responsible for and does not have complete control or charge over the engagement and shall not be responsible for the Consultant's failure to carry out the Scope of Services in accordance with the requirements of the

Agreement. Consultant shall promptly advise CRAA in writing of any event, happening, or circumstances known to Consultant which may delay the Schedule of work, or increase the Consultant's cost as outlined and approved in any Task Orders issued under the Master Agreement or which otherwise may be incompatible with the interests of the CRAA.

It is agreed that all Consultant's employees are employees of Consultant and not of the CRAA and the CRAA has no contractual relationship with Consultant's Sub-Consultants. For purposes of this Agreement "Sub-Consultant" shall mean a person or entity that has a contract with the Consultant to perform or provide a portion of the Scope of Services and its authorized representatives, successors, and assigns. The CRAA shall have the right to request that the Consultant reassign any of Consultant's employees, including Sub-Consultant employees, assigned to the CRAA's project. The CRAA shall have the right to inspect the provision of services at any time without notice.

Section 2. CRAA Provided Information:

If applicable, within a reasonable time after receipt of a written request from the Consultant, the CRAA shall furnish to the Consultant information or services under the CRAA's control that are reasonably needed for the Consultant's performance of the Agreement. Where information is made available, Consultant shall promptly review requested information. The Consultant must immediately notify the Owner in writing if the Consultant becomes aware of any errors, omissions, or inconsistencies in any CRAA-furnished services or information or in any services or information furnished by or at the direction of the Consultant. If the Consultant becomes aware of any errors, omissions, or inconsistencies in any documents or information for which the Consultant is responsible, it must immediately make all necessary changes or corrections without additional cost to the CRAA.

Section 3. Compensation:

In consideration of the services to be provided by the Consultant, the CRAA shall pay Consultant on the basis of the fully executed task order, and in the amounts calculated on rates set forth in

Schedule A. If the compensation set forth in Schedule A is to be paid on a lump sum basis, the amount to be paid under this Agreement shall be adjusted only in accordance with the provisions of Section 22. Compensation payable on a lump sum basis shall be payable in monthly installments proportionate to the amount of services actually completed. Compensation payable on an hourly basis shall be payable on a monthly basis in accordance with the hourly rates set forth in Schedule A or in accordance with deliverables referred to in Schedule A. If hourly rates apply, Schedule A rates shall remain in effect for the entire term of the Agreement unless mutually agreed upon during the fee negotiations. Should the Agreement extend beyond twelve (12) months, the parties may negotiate appropriate adjustments to the Schedule A rates. Future wage rate adjustments will be the lesser of the actual increase during the year or over-the-year percentage change in the Real average hourly earnings established by the U.S. Bureau of Labor Statistics (www.bls.gov Table A-2 Current and real (constant 1982-1984 dollars) earnings for production and nonsupervisory employees on private nonfarm payrolls, seasonally adjusted. It is the responsibility of the Consultant to request that negotiation and provide supporting documentation for the request. Any changes to the Schedule A rates must be made by amendment to Schedule A executed by both parties.

Section 4. Contract Documents:

Collectively, the "Contract Documents" consist of this Agreement, other documents listed in this Agreement, and amendments to this Agreement. The Contract Documents form the entire agreement. Notwithstanding the foregoing the Contract Documents do not include other documents such as any proposal requirements, the Consultant's proposal, Sub-Consultant bids/proposals or agreements or similar documents unless specifically noted on Schedule A. This Agreement consists of the following:

- a. Exhibit A – Reimbursement Policy (if applicable)
- b. Schedule A, including Attachment A -Master Agreement Scope of Services
- c. Schedule B – DBP Utilization Report
- d. Schedule C – Application and Certificate for Payment
- e. Schedule D – Consultant Performance Evaluation
- f. Schedule E - Task Order Authorization
- g. Fully Executed Task Orders

Section 5. Additional Consultant Responsibilities:

The Consultant acknowledges and agrees that the CRAA entered into this Agreement with Consultant based in large part on the qualifications and experience of the Key Personnel identified on Schedule A, as well as Consultant's commitment that the Key Personnel undertake and perform the Scope of Services. The Consultant represents, warrants and covenants that such Key Personnel will perform the portions of the Scope of Services identified for their performance in the Agreement. Upon CRAA's request, the Consultant shall provide documentation of the time spent by each Key Personnel performing the Scope of Services to the CRAA's satisfaction.

If the Consultant proposes to remove or replace Key Personnel and/or Sub-Consultants, whether at the request of the CRAA or due to suspension or termination of a Key Personnel's employment with Consultant or a Sub-Consultant, the Consultant shall promptly propose to the CRAA a replacement for such Key Personnel for CRAA's consideration. Any requested substitute Key Personnel shall in all events have sufficient qualifications and experience for satisfactory performance of the portion of the Scope of Services that was to be performed by the replaced Key Personnel. The CRAA reserves the right to reject a proposed replacement of Key Personnel if the CRAA determines the proposed substitute lacks the necessary experience, qualifications or availability to complete the Key Personnel's portion of the Scope of Services, in which case the Consultant shall propose a new substitute. The CRAA shall provide written consent once a substitute Key Personnel is determined by the CRAA to be satisfactory.

Consultant is solely responsible for the acts and omissions of its agents, employees, Sub-Consultants and any other persons and organizations performing or furnishing any of the work performed pursuant to this Agreement. By written agreement the Consultant shall require that each Sub-Consultant, to the extent of the services to be performed by the Sub-Consultant, to be bound to the Consultant by the terms of this Agreement, and to assume toward the Consultant all of the obligations and responsibilities which the Consultant, by this Agreement, assumes toward the CRAA. Nothing in this Agreement shall create a contractual relationship between any such Sub-Consultants and the CRAA, nor shall it create any obligation on the part of the CRAA to pay or to see the payment of any moneys due to any such Sub-Consultants except as may otherwise be required by law or requested directly by the CRAA.

Section 6. Costs for Re-bidding:

NOT APPLICABLE

Section 7. Equipment and Supplies:

With the exception of those items set forth in Schedule A, Consultant shall supply the necessary equipment, tools, supplies and other items ("equipment and supplies") necessary to perform the services. If the CRAA provides equipment and supplies, Consultant shall be responsible for the maintenance and security of such equipment and supplies and shall be responsible for any loss or damage caused by the negligence or misuse by Consultant or Consultant's employees. Consultant shall return all equipment and supplies supplied by CRAA within twenty-four (24) hours after completion of its use. Consultant shall at all times store and maintain supplies in good operating condition, normal wear and tear excepted. The CRAA shall have the right to inspect the supplies at any time without notice. Consultant shall return all unused supplies furnished by the CRAA at the termination of the Agreement.

Section 8. Reimbursement for Expenses:

If applicable to this agreement as designated in Schedule A; To the extent that Consultant incurs reimbursable expenses, payment shall be made in accordance with and subject to the limitations stated in the CRAA's Reimbursement Policy, attached hereto as Exhibit A.

Section 9. Invoicing:

The CRAA shall pay all amounts due and payable within 30 days after CRAA's receipt and approval of invoices in accordance with Schedules A, B and C. In addition to submitting completed Schedules A, B and C with each invoice, Consultant shall provide a progress report. The progress report shall, at a minimum, state what work was performed for the period of time being invoiced, state the expected work to be performed during the next invoice period, provide an updated schedule listing the dates for all task order deliverables, and identify any risks (financial, schedule, project management or otherwise). Payment of the invoice may be withheld by the CRAA until the progress report is received. Consultants shall not submit more than one invoice on a single project per deliverable or per month (as appropriate) without the prior written approval of the CRAA. Consultant agrees that CRAA may examine Consultant's records to the extent necessary to verify invoices.

Unless directed otherwise in the contract documents all invoices shall be submitted to accountspayable@columbusairports.com or Columbus Regional Airport Authority, Accounts Payable Department, 4600 International Gateway, Columbus, OH 43219.

Section 10. Suspension:

Upon written notice to the Consultant, CRAA may, without cause and without prejudice to any other right or remedy it may have, order the Consultant to suspend, delay or interrupt its performance of any or all Task Orders, in whole or in part, for such period of time as the CRAA may determine. In such case, the Consultant may be allowed an extension to the task order schedule(s) directly attributable to any suspension for the convenience of the CRAA. Immediately upon notice Consultant shall cease all performance of any work under this Agreement. Consultant shall be entitled to no additional compensation during such suspension but shall be compensated for authorized service performed prior and up to the time of suspension.

Section 11. Termination for Convenience by CRAA:

Upon written notice to the Consultant, the CRAA may, without cause and without prejudice to any other right or remedy it may have, elect to terminate all or part of the Agreement, including individual task orders. In such case, the CRAA will pay the Consultant for all services that the Consultant satisfactorily performed prior to the date of termination, based upon the percentage of work then completed and supporting documentation satisfactory to the CRAA demonstrating expenses actually incurred and services actually performed. Notwithstanding the foregoing, if the CRAA terminates this Agreement as a termination for convenience, but there exists an event of the Consultant's default, the Consultant will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default as provided in Section 12.

Section 12: Termination by the CRAA for Cause:

The CRAA may, after giving the Consultant 10 days' written notice, except in the event of an emergency as determined by the CRAA in which case the CRAA need not give any advance notice, terminate this Agreement for default upon the occurrence of any of the following events as determined by the CRAA:

- a. If the Consultant fails to perform the services in accordance with the Agreement including, but not limited to, failure to supply sufficient qualified staff or failure to prosecute the services promptly and diligently;
- b. If the Consultant makes a general assignment for the benefit of creditors;
- c. If the Consultant violates in any material way any provisions of the Contract Documents;
- d. If the Consultant admits in writing an inability to pay its debts generally as they become

due;

e. If a trustee, receiver, custodian, or agent of the Consultant is appointed under applicable law or under contract whose appointment of authority to take charge of property of the Consultant is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Consultant's creditors;

f. If the Consultant commences a voluntary action under any chapter of the United States Bankruptcy Code as now or hereafter in effect or if Consultant takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

g. If a petition is filed against the Consultant under any chapter of the United States Bankruptcy Code as now or hereafter in effect at the time of filing or a petition is filed seeking any such equivalent or similar relief against the Consultant under any other federal or state law in effect at such time relating to bankruptcy or insolvency.

In the event of a termination, the CRAA shall have no further liability to Consultant. All notices under this Section 11 shall be given in accordance with Section 21 hereof.

In the event of such termination for cause pursuant to this Section 12 or for convenience pursuant to Section 11, Consultant shall promptly surrender to the CRAA all completed work and work in progress, and all materials, records and notes procured or produced pursuant to this Agreement, including Task Orders issued pursuant to this Agreement.

Section 13. Termination by Consultant for Cause:

If, through no act or fault of the Consultant, (1) all of Consultant's services are suspended for a period of more than ninety (90) consecutive days by the CRAA, or (2) the CRAA fails to act on any request for payment within forty-five (45) days after it is submitted; or (3) the CRAA fails to pay the Consultant any sum within sixty (60) days of the date the sum is finally determined to be due, the Consultant may, upon ten (10) days' written notice to the CRAA, terminate this Agreement and recover from the CRAA payment for all services performed by the Consultant to the date of termination. The provisions of this paragraph do not relieve the Consultant of its obligations to perform the services in accordance with the Agreement and without delay during disputes with the CRAA.

Section 14. Confidentiality:

Except with CRAA's prior written approval, during

and after the term of this Agreement, Consultant and Consultant's employees shall not disclose in any manner to any person other than CRAA and its designated representatives, or as required by law, any information obtained during the term of this Agreement concerning matters herein or the business of CRAA. This provision shall survive for fifteen years from the termination of this Agreement. Notwithstanding the foregoing, confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of Consultant, or is otherwise properly received from a third party without an obligation of confidentiality.

Section 15. Security and Safety:

Consultant and all Consultant's employees shall comply with CRAA rules and regulations governing the security, maintenance and safety of CRAA facilities. Failure of Consultant's employees to abide by the rules and regulations of CRAA may result in immediate termination of this Agreement.

Section 16. Ownership of Work Product:

Consultant expressly acknowledges that all rights, title and interest to all work or work product including, but not limited to, all designs, concepts, know how, techniques, inventions, discoveries, improvements, trademarks, designs, artwork, and copyrightable subject matter developed or produced under this Agreement are the sole property of CRAA and are subject to the restrictions provided in Section 14 hereof. Any authorized representative of the CRAA shall at all reasonable times have the right to inspect and examine such documents or copies thereof when the same are in the possession of or at the office of the Consultant for working use. Immediately upon completion of the work, all such original documents shall be delivered to the CRAA. The Consultant may retain copies, including reproducible copies of documents, including in electronic form, prepared by Consultants and its Sub-Consultants pursuant to providing the services under this Agreement. Any unauthorized use of the work or work product will be at the sole risk of the entity making the unauthorized use.

Section 17 Taxes:

Consultant agrees to pay and be responsible for all Federal, state and local income and payroll taxes and will file all required returns related to such taxes, contributions and payroll deductions.

Section 18. Time of Performance:

The times of performance for the services under this Agreement shall be specified in Schedule A. and in each respective task order. Consultant

recognizes that the time of performance is a critical term and that "time is of the essence" under this Agreement. Failure to timely meet the required performance schedule may result in immediate termination of this Agreement by CRAA.

Section 19. Force Majeure:

If by reason of acts of God, winds, fires, epidemics, landslides, floods, droughts, famines, governmental authority, insurrection, military action, sabotage, civil disturbances, acts of terrorism, explosions or failure of utilities, either party is unable to carry out its obligations herein contained, neither party shall be in default during the continuance of such inability, notwithstanding the provisions of Section 18. Each party shall, however, remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations hereunder.

The party claiming to be affected by an event of Force Majeure shall notify the other party in writing of the occurrence of such event as soon as possible, and shall, within fifteen (15) days after the occurrence of such event, provide the other party with appropriate evidence in support of the occurrence of the event of Force Majeure and the period of its occurrence. If an event of Force Majeure occurs, both Parties shall immediately consult with each other regarding the performance of this Agreement, and shall immediately resume their respective obligations under this Agreement upon the termination or elimination of the event of Force Majeure.

Section 20. Equal Opportunity/Civil Rights:

Requirements of 49 CFR Part 26

It is the policy of the United States Department of Transportation ("DOT") that disadvantaged business enterprises as defined in 49 CFR Part 26 ("DBE's") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this Agreement.

Consultant agrees to ensure that DBP's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBP's have the maximum opportunity to compete for and perform contracts.

The Consultant, sub-recipient or Sub-Consultant

shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the CRAA deems appropriate.

Consultant further agrees that each subcontract it signs with a Sub-Consultant will include the following language as required by 49 CFR Part 26.13:

"The Consultant, sub-recipient or Sub-Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Sub-Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Sub-Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Columbus Regional Airport Authority deems appropriate."

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and**

Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of

the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Section 21. Notices:

All notices under this Agreement shall be given in writing and delivered by hand or by mail, postage prepaid, effective upon receipt at the address designated in Schedule A for Consultant and if for CRAA to:

President & CEO
Columbus Regional Airport Authority
John Glenn Columbus International Airport
4600 International Gateway
Columbus, Ohio 43219

with copy to Legal Services

Any party to this Agreement may, by notice given in accordance with this Section 21, designate a new address or notices, requests, and demands to such party. Other communications shall be between the Project Managers as specified on Schedule A.

Section 22. Changes in Scope of Services:

The CRAA may, from time to time, by written order of its Project Manager, make changes within the general scope of this Agreement, in the work and services to be performed by Consultant or in the timing or location of such work and services.

If any change causes an increase in the scope of work, additional cost to Consultant, or time required for the performance of any part of the services under this Agreement, an equitable adjustment shall be made to the time of performance of and the fee payable under this Agreement as may be negotiated with the CRAA. Such change shall be made only upon an executed amendment to this Agreement. Prior to commencing work on any services which the Consultant considers may constitute additional work the Consultant shall notify the CRAA in writing and shall submit written cost estimates for the tasks to be completed to the CRAA. No increase in fee or extension of time for performance shall be effective until the price to be paid for the additional services pursuant to the amendment to this Agreement is executed by the parties. Failure to notify the CRAA of additional work prior to commencing that work may result in non-payment for that additional work.

If any change results in a decrease in the Scope of Work, the CRAA shall pay Consultant for any services performed and costs incurred prior to receipt of such change order. Consultant shall not be entitled to any lost profits as a result of such

decrease.

Section 23. Indemnification:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the CRAA, and its directors, officers, employees, agents, contractors, subcontractors, lessees, and sublessees from and against all liabilities, claims, costs, suits, demands, actions, damages, judgments, fines, losses, and expenses including, but not limited to, fees of attorneys or other professional consultants of the CRAA's own choosing, arising out of or resulting from the performance of the Agreement by the Consultant, provided that such liabilities, claims, costs, suits, demands, actions, damages, judgments, fines, losses, and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Consultant, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether or not such liabilities, claims, costs, suits, demands, actions, damages, judgments, fines, losses, and expenses are caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 23. The Consultant shall promptly reimburse the CRAA, and its successors and assigns, for any cost, expense, or fees of attorneys or other professional consultants of the CRAA's own choosing incurred on account of any such liabilities, claims, costs, suits, demands, actions, damages, judgments, fines, losses, and expenses, or incurred in enforcing the terms of the Agreement. The Consultant shall cause this indemnification provision to be included in every Subcontract that it enters into in furtherance of the Work.

The indemnification obligations under this Section 23 are not limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Consultant under workers' compensation acts, disability benefit acts, other employee benefit acts, or under any insurance coverage required or provided in connection with the Project. The indemnification obligations contained herein shall apply only to the extent caused by the negligent acts or omissions of the Consultant, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether or not such loss, claim, cause of action, damage or liability is caused in whole or in part by a party indemnified hereunder.

Section 24. Conflict of Interest:

No elected official or employee of CRAA shall participate in any decision relating to this Agreement, which affects his or her personal or financial interest. Neither Consultant, its agents nor any other person on behalf of Consultant has paid or agreed to pay directly or indirectly, any person, firm or corporation any money, reward, or valuable consideration for assistance in procuring this Agreement. Except with the CRAA's actual knowledge and prior written consent, the Consultant must not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Scope of Services.

Section 25. Insurance:

During the term of this Agreement Consultant, and its Subcontractors, shall keep its operations, facilities and equipment installed by it, or for which it is otherwise legally responsible, fully insured to cover any and all damages or loss which may result from any and all risks or hazards. Failure to obtain such insurance shall not operate to waive Consultant's liability hereunder.

Refer to Schedule H for minimum insurance requirements.

By requiring insurance, the CRAA does not represent that coverage and limits will necessarily be adequate to protect Consultant and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to CRAA in this Agreement.

Failure of the CRAA to demand such certificate or of the CRAA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

The Consultant must pay all deductibles, or self-insured retentions, or both, contained in the Consultant's policies of insurance required or provided in connection with the Project. All proof of insurance submitted to the CRAA shall clearly set forth all exclusions and deductible clauses. The Consultant shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks he assumes under this Agreement and as imposed by law. The CRAA reserves the right to review any of the Consultant's financials to verify that the Consultant is able to pay any deductibles.

The Consultant must place the insurance with companies that: (1) are satisfactory to the CRAA; (2) hold an A.M. Best Rating of A-, VII, or higher; and, (3) are authorized to conduct business in the State of Ohio. If the insurance company's rating is

reduced below an A.M. Best rating of A-, the Consultant shall immediately notify the CRAA and, if required, obtain coverage from an alternate source with an acceptable rating.

The Commercial General Liability (CGL) insurance must be written on ISO occurrence form CG 00 01 04 13 or a substitute form providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract.)

The Professional Liability (E&O) insurance, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Consultant's services under this Agreement. This coverage shall be maintained for a minimum of three (3) years following completion of this Agreement. This coverage may be written on a "claims made" basis.

If E&O coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly state that fact. In addition to all other coverage requirements, the policy shall provide that: (1) the policy must be in effect as of the date of this Agreement and the retroactive date shall be no later than the date of this Agreement; (2) if any policy is not renewed or the retroactive date of such policy is to be changed, the Consultant shall obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. The extended reporting provision shall be of at least three years; (3) no prior acts exclusion to which coverage is subject that predated the date of this Agreement; (4) policy allows for reporting of circumstances or incidents that might give rise to future claims.

Columbus Regional Airport Authority shall be included as an additional insured with respect to liability coverage, except for professional liability (errors and omissions) and workers' compensation, under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37, or their equivalent. The endorsement shall include coverage for the CRAA with respect to liability arising out of the completed operations of Consultant and its Subcontractors, and shall provide that it is not cancelable against the CRAA because of any act or neglect of Consultant, and shall further provide that the CRAA shall be given at least thirty days advance written notice by the policy's Insurance Carrier of a contemplated material change in such policy, cancellation, or non-renewal thereof. Additional

insured coverage as required in this subparagraph shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs which cover the CRAA.

Each such insurance policy shall include a waiver of the Insurance Consultant's right of subrogation against the CRAA which may arise by reason of any payment under the policy. This statement shall also appear on the insurance certificate.

Consultant shall solely bear the burden of acquiring such insurance and of maintaining such insurance in full effect during the term of this Agreement. Prior to the execution of this Agreement, Consultant shall furnish to the CRAA written evidence from the insurer that the required insurance is in effect and that it complies with the requirements of this clause. Consultant shall not allow or permit any agent, independent Consultant or subcontractor to commence work on CRAA premises until the evidence of insurance required has been received by CRAA. Whenever the Consultant submits a certificate concerning the required coverage, the Consultant must also submit copies of the below-required endorsements to its insurance policies. Additionally, the following statement must appear on the face of the certificates:

"Thirty (30) days advance written notice of cancellation or material change in coverage must be provided to the Columbus Regional Airport Authority, John Glenn Columbus International Airport, Rickenbacker International Airport, and Bolton Field. Columbus Regional Airport Authority, John Glenn Columbus International Airport, Rickenbacker International Airport, and Bolton Field, its officials, employees, agents and representatives are additional insured's on the General Liability and Commercial Automobile policies."

The certificate must be an original, must be signed by an authorized representative of the insurance companies and list all insurance companies providing coverage. All insurance certificate(s) shall be updated as required to show continued compliance by the Consultant of the provisions. All insurance certificates and notices shall be mailed by the Consultant to the CRAA contact as provided herein.

Section 26. Dispute Resolution:

In the event of a dispute arising out of this Agreement, the parties agree to initially attempt to resolve any dispute through good-faith negotiation between the parties. If after at least forty-five days of good-faith efforts to resolve a dispute through negotiation, the parties are unable to resolve the

dispute, either party may commence mediation.

a. **Mediation.** Any dispute arising out of or related to the Agreement that cannot be resolved through good-faith negotiation as provided above is subject to mediation as provided in this Paragraph 26(a) as a condition precedent to the commencement of a legal proceeding by either party. The provisions of this Paragraph 26(a) shall survive the termination of the Contract. Mediation shall be commenced upon one party's delivery to the other party of a written request for mediation. The request for mediation, however, shall not be made until after the expiration of forty-five days after the initiation of good-faith negotiations. The mediation shall proceed as expeditiously as possible and be concluded in any event within one hundred twenty (120) days after the delivery of the request for mediation. If the mediation is not concluded within such period, then the parties shall no longer be bound thereby unless they agree to extend the period. The mediation shall otherwise be in accordance with procedures mutually agreed upon by the CRAA, the Consultant, and the mediator(s).

b. **Litigation.** Any Claim arising out of or related to the Agreement shall, after compliance with Paragraph 26(a), be subject to litigation. Except with the CRAA's written consent, no litigation arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, any parties other than the CRAA and the Consultant. The CRAA's consent to joinder must contain a specific reference to this Paragraph 26(b), and shall not be construed as consent to litigation involving any entity or claim not described therein. A legal proceeding relating to a dispute shall be commenced within a reasonable time after compliance with Paragraph 26(a), but in no event shall such legal proceeding be commenced after the date when the institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. All applicable statutes of limitation and/or repose shall be deemed tolled and suspended from the date on which the claim is initiated for good-faith negotiation through thirty (30) days after the conclusion of the mediation as provided in Paragraph 26(a). The provisions of this Paragraph 26(b) shall survive termination of the Contract.

Section 27. Assignment:

This Agreement may not be delegated or assigned by Consultant without CRAA's consent and any delegation of duties or assignment of rights by Consultant is void unless Consultant has obtained the prior written consent of CRAA which consent may be withheld. Notwithstanding the foregoing, each contract that the Consultant enters into with a Sub-Consultant is assigned by the Consultant to the

CRAA provided that the assignment is effective only if this Agreement has been terminated by the CRAA and only for those contracts which the CRAA accepts by notifying the Sub-Consultant in writing.

Section 28. No Assurances:

Consultant acknowledges that, by entering into this Agreement, CRAA is not making any guaranty or other assurance as to the extent, if any, that CRAA will utilize Consultant's services.

Section 29. Captions:

The captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement and are in no way to be construed as a part of this Agreement.

Section 30. Incorporation of Regulations:

Consultant acknowledges and agrees that the services to be performed under this Agreement are subject to all applicable federal, state and local statutes, rules, regulations and assurances including all such statutes, rules, regulations and assurances which may be prerequisite to or a condition of the CRAA receiving any federal or state grant or loan or other governmental assistance. Consultant shall perform the services in compliance with such requirement including without limitation all applicable FAA requirements including those requirements, which may be attached as additional exhibits to this Agreement.

Section 31. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and venue shall be brought and held only in the Common Pleas Court of Franklin County, Ohio. The Consultant and the CRAA consent to the exclusive jurisdiction of and venue in that court.

Section 32. Consultant Performance Evaluation:

If applicable for this engagement, the CRAA will evaluate the Consultant's contract performance according to the criteria enumerated on the Consultant Performance Evaluation Form (attached to this Agreement). The CRAA may use the evaluation scores in assessing the Consultant's past performance when the Consultant submits responses for future CRAA projects.

Section 33. No Personal Liability:

No director, officer or employee of the CRAA shall be charged personally or held contractually liable by or to the Consultant under any term or provision of this Agreement or because of any event thereof or

because of their execution or approval of this Agreement.

Section 34. Waiver:

The failure of either party at any time to enforce any right or remedy available to it with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

Section 35. Severability:

If any provision of this Agreement is held to be illegal, invalid or inoperable, such provision shall not affect the remainder thereof or any other provision.

Section 36. Warrant of Authority:

The parties certify that the persons executing this Agreement on their behalf are fully authorized to do so.

Section 37. Entire Agreement:

This Agreement, together with all Schedules, Attachments, Exhibits and Task Orders contained herein, 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.

Section 38. Accounting Records:

During the term of this Agreement including any renewal or extension hereof, and for a period of three (3) years thereafter, or for such longer period of time as may be required by applicable federal regulations and negotiated with Consultant the CRAA or a representative of the CRAA shall have the right, within two weeks written notice to Consultant, to inspect and audit all of its' books of account, records, and other documents, pertaining to payments made or to be made pursuant to this Agreement and Consultant shall make all such records, books, and other documents available at the place where these books and records are normally maintained; provided, that all such inspections and audits shall be conducted during regular business hours. These records will be open to inspection and subject to audit and/or reproduction by the CRAA or its representative within ten (10) working days of written notice by the CRAA. There will be an administrative fee of \$100.00 per day, per requested item for records that are received after the initial ten working day period. Consultant shall provide adequate work space and access to office equipment (copier and fax machines) at no charge if such inspections are required at the Consultant's office. The Consultant

shall allow the CRAA or their representative to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Books of account and records as referred to in this Agreement shall include any and all information, materials, and data of every kind and character, including without limitation, financial statements, general ledgers, job cost reports, accounts payable, accounts receivable, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, subcontract files, commitments, arrangements, notes, daily diaries, project manager reports, drawings, receipts, vouchers and memoranda, written policies, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, change order files, back charge logs and supporting documentation, trade discounts, insurance rebates and any and all other agreements or documents that may in the CRAA's judgment have a bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Such records subject to inspection shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. Such records shall be made available in hard copy as well as electronically (computer readable data) when available.

The Consultant shall require all payees (examples include, but are not limited to, Sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this Section by insertion of these requirements in any contract between Consultant and payee. Such requirements to include flow-down right of audit provision in contracts with payees will also apply to Sub-consultants, sub-Sub-consultants, material suppliers, etc. Consultant will cooperate fully and will cause all related parties and all of Consultant's Sub-consultants (including those entering into lump sum subcontracts) to cooperate fully in furnishing or making available to the CRAA all required records. Consultant shall be held responsible for any financial impacts relating to payees who do not comply with this Section.

If an audit inspection in accordance with this Section discloses overpricing or overcharges (of any nature) by the Consultant to the CRAA in excess of one-half of one percent of the total contract billings, (1) the reasonable costs of the CRAA's Audit department shall be reimbursed to the CRAA by the Consultant and (2) a fifteen percent (15%) penalty of the overpricing or overcharges shall be assessed.

Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Consultant within a reasonable amount of time (not to exceed 45 days) from presentation of CRAA's findings to Consultant.

Section 39. CAD Standards:

The CRAA has two (2) separate information management needs: 1) record drawings management, and 2) geographic information system management. Two (2) separate standards have been specified in order to define the electronic deliverable requirements of these items.

Consultant shall create all drawings in accordance with CRAA CAD and GIS Standards. All drawings must be created using AutoDesk's AutoCAD software, release 2004 or higher, as defined by the CRAA CAD and GIS Standards.

Consultants submitting database related information shall comply with the CRAA's Geographical Information System (GIS) Standards, dated October 2004. All database files must be created in Access or in compatible software capable of importing data into Microsoft Access.

Specific detailed submittal requirements are defined in each standard. To obtain a copy of the CRAA Standards and for all questions related to them, please contact the CRAA GIS Supervisor at 614-239-5041.

Section 40. Sustainable Design and Stormwater Management:

If applicable to this engagement or except as otherwise agreed to in writing by the CRAA's Project Manager, Consultant shall incorporate the applicable portions of the "CRAA Capital Program Sustainable Design Guidance Manual" and the "Stormwater Management for Construction Manual" into the plans and specifications for the project(s) designed as part of this Agreement. The Sustainable Design Guidance Manual is located on

the ColumbusAirports.com website at: <http://www.columbusairports.com/construction/new/CRAA-Capital-Program-Guidance-Manual.pdf>. The Stormwater Management for Construction Manual is located on the ColumbusAirports.com website at: <http://www.columbusairports.com/construction/Storm%20Water%20Management%20for%20Construction%20Manual.pdf>.

Section 41. Americans with Disabilities/Title VI Compliance:

Service Provider shall ensure that all work related to goods or services performed or delivered pursuant to this service order is in compliance with the Americans with Disabilities Act, the Air Carriers Access Act, Title VI of the Civil Rights Act of 1964 (Limited English Proficiency), and all applicable regulations, advisory circulars, standards, guidance documents and similar materials including, if applicable, the 2010 ADA Standards for Accessible Design, as it may from time to time be revised. Corrections of any work not meeting current accessibility or Limited English Proficiency criteria, as applicable, will be the responsibility, including the financial responsibility, of the Service Provider. If required by the CRAA, Service Provider shall make available for review its plan detailing the manner in which it shall meet its Americans with Disabilities Act and Title VI, Limited English Proficiency, obligations.

Section 42. License:

Consultants must comply with the statutory requirements of the State of Ohio relative to the licensing of corporations organized under the laws of any other state or country and other pertinent requirements for doing business in Ohio. Before an agreement will be awarded to a non-resident foreign corporation or a person or partnership of the State of Ohio, such non-resident foreign corporation, person or partnership shall provide the CRAA with a copy of its "Original Appointment of Agent" as filed with the Ohio Secretary of State.

IN WITNESS WHEREOF, Consultant and CRAA each caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the day and year first above written.

Consultant's Name

Columbus Regional Airport Authority

BY _____

BY _____
Elaine Roberts, A.A.E., President & CEO

TITLE _____

DATE _____

DATE _____

Contractor is a (check one): Corporation; Partnership; Sole Proprietorship;
 Individual; Limited Liability Company

*Note: The person **signing for the Contractor** shall, in (her) (his) own handwriting, sign the principal's name and his title. Where the person signing for a corporation is other than the president, partner or sole owner (s)he must, by affidavit of another officer (included in this document as the contract signature affidavit), show (her) (his) authority to bind the corporation.

**SCHEDULE A
PROFESSIONAL SERVICES MASTER AGREEMENT
COLUMBUS REGIONAL AIRPORT AUTHORITY**

1. Consultant's Name and Address: _____

Telephone: _____ Fax: _____

Email: _____

Attention: _____

2. Type of Entity: _____

Organized under the laws of the State of _____

Qualified to do business in the State of Ohio: Yes No

3. Description of Services: _____

4. Consultant's employees:

Name	Job Description	Special Qualifications
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Project Manager:

Consultant: _____

CRAA: _____

6. Compensation: Per Task Order or:

Lump Sum of \$ _____

Hourly Basis based on the following rates per hour:

Position

Rate

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

7. Term: Commencing:

Upon execution of this Agreement

Ending: _____

8. Schedule and Time of Performance:

Services will be performed on an as needed basis as directed by the CRAA's Project Manager

Scheduled as follows: _____

9. Invoicing and Payment:

Consultant shall provide invoices:

once per month

10. Equipment and Supplies provided by CRAA: _____

11. Reimbursable Expenses:

All reasonable and necessary out-of-pocket project expenses which may include, but not be limited to, travel, parking, food and lodging, rental cars, and postage.

12. DBP (DBE if Federal funds are used) Participation: _____

13. Special Provisions: _____

SCHEDULE B: DBE/DBP INVOICE DISBURSEMENT FORM



Diversity Business Enterprise (DBE) / Diversity Business Partner (DBP) Invoice Disbursement Form

Project Name: _____ Project Number: _____

Prime Contractor: _____ Contract/Agreement No.: _____ Prime's Tax ID: _____

Period Ending: _____ Invoices/App. Number: _____ DBE/DBP Goal: _____ Contract Value: _____

Subcontractors (1st thru multi-liers) & Tax ID	Certification(s)	Certification(s)	Certification(s)	Race/Gender	Original Contract Amount	Current Contract Amount	Amount Invoiced This Period	Amount Paid to Date	% Paid To Date	Contract Start Date (MM/DD/YY)	Contract End Date (MM/DD/YY)	Status of DBE/DBP Contract
					\$ -	\$ -	\$ -	\$ -	#DIV/0!	01/00/00	01/00/00	
					\$ -	\$ -	\$ -	\$ -	#DIV/0!	01/00/00	01/00/00	
									#DIV/0!			
									#DIV/0!			
									#DIV/0!			
									#DIV/0!			
									#DIV/0!			
Suppliers (1st thru multi-liers) & Tax ID	Certification(s)	Certification(s)	Certification(s)	Race/Gender	60% Original Contract Amount	60% Current Contract Amount	Amount Invoiced This Period	Amount Paid to Date	% Paid to Date	Contract Start Date (MM/DD/YY)	Contract End Date (MM/DD/YY)	Status of DBE/DBP Contract
									#DIV/0!			
									#DIV/0!			
									#DIV/0!			
Totals					\$ -	\$ -	\$ -	\$ -	#DIV/0!			

Please use back side of form to describe substantive product or performance deficiencies

NOTE: List all DBP Subcontractors/Suppliers on form. Indicate \$0 paid if payments have not yet been made. Click on cell to open drop down box and select appropriate certification(s). Race/Gender and Status of DBE/DBP contract selected. Please use the following Gender Codes: AA - African American/AL - Asian American/AM - Hispanic American/AN - Native American/AS - Pacific Islander/WF - White/Female. OPC - Other Protected Class. Select certification(s) by clicking on cell to open drop down box and select one or more types: DBE - Disadvantaged Business Enterprise/MBE - Minority Business Enterprise/WBE - Woman Business Enterprise/EDGE - Encouraging Diversity Equity and Growth/LEDE - Local Economically Disadvantaged Enterprise/SBE - Small Business Enterprise.

Prime Contractor's Signature: _____ Date: _____

PORT COLUMBUS - RICKENBACKER - BOLTON
4600 International Gateway
Columbus, OH 43219
(614) 239-4000

SCHEDULE C: APPLICATION AND CERTIFICATION FOR PAYMENT



APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
 Columbus Regional Airport Authority
 4600 International Gateway
 Columbus, OH 43219

PROJECT: [REDACTED] APPLICATION NO: [REDACTED]
 PROJECT #: [REDACTED] PERIOD TO: [REDACTED]
 TASK ORDER/CONTRACT #: [REDACTED] INVOICE #: [REDACTED]
 SERVICE ORDER #: [REDACTED] INVOICE DATE: [REDACTED]

FROM CONSULTANT:

ORIGINAL CONTRACT/ TASK ORDER APPROVED AMENDMENTS	\$ -
TOTAL AUTHORIZATION	\$ -
PRIME SERVICES THIS PERIOD	-
SUBCONSULTANT SERVICES THIS PERIOD	-
REIMBURSABLES THIS PERIOD	-
TOTAL BILLING THIS PERIOD	\$ -
PREVIOUSLY BILLED	-
TOTAL BILLED TO DATE	-
AUTHORIZED TO DATE	-
BILLED TO DATE	-
AUTHORIZATION REMAINING	\$ -

CONSULTANT INVOICE CHECKLIST

The total amounts of the contract and amendments, as indicated on the invoice, correspond to the amounts shown on the original contract and the amendment agreements.

The Sub-Consultant invoiced amounts are within the amounts authorized to date.

Hourly rates as charged in the invoice are as shown in the contract.

For cost plus fixed fee contracts, the fixed (net) percentage fee being charged is proportional to the percentage of the contract being invoiced.

The percentage of the contract being invoiced is equal to the percentage of work completed, and does not exceed established limits for payments for work completed.

The hours and invoiced amounts are shown as corresponding to an authorized work task.

A progress report and updated schedule are included with the invoice.

The math on the invoice has been checked and is accurate.

Sales tax has not been charged on reimbursable items.

The amount charged for mileage reimbursement is no more than the federal limit.

Receipts for all reimbursable expenses have been submitted with the invoice.

DBE Invoice Disbursement Form has been filed out and submitted with the invoice.

Signature below certifies sufficient funds remain in the contract to perform the remainder of the work as scoped.

PM: _____

DATE: _____

**SCHEDULE E: TASK ORDER AUTHORIZATION
COLUMBUS REGIONAL AIRPORT AUTHORITY**

AGREEMENT TITLE & NUMBER _____

TASK ORDER NUMBER _____

Task Description: _____

Scope of Services: _____

DBP Participation: _____

CRAA Project Manager: _____

Task Order Start Date: _____ Task Order Finish Date: _____

TASK ORDER INFORMATION			
Labor Fee Not to Exceed:		Total Task Cost Not to Exceed:	
Other Direct Costs Not to Exceed:	\$ -	Total Task Cost Budgeted:	\$ -
Total Task Cost Not to Exceed:	\$ -	Task Order Cost Variance:	\$ -
PROJECT INFORMATION			
Contract Value Authorized Previously:		Total Contract Authorized by Board:	
Contract Value Authorized This Task:	_____	Contract Value Authorized To Date:	_____
Contract Value Authorized To Date:	\$ -	Difference	\$ -

This task order incorporates, by reference, the terms and conditions of the Contract Agreement between the Columbus Regional Airport Authority and _____ dated _____, and is subject to the provisions of that Agreement in its entirety.

SCHEDULE F: DELINQUENT PERSONAL PROPERTY TAX

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that

he/she is _____ of, _____,
(Title) (Company)

successful bidder on the attached Contract with the Columbus Regional Airport Authority for

_____,
(Describe or Identify Contract)

and for the purpose of complying with Section 5719.042 of the Ohio Revised Code, states that at the time the bid for said Contract was submitted, said bidder _____

(was) (was not)

charged with delinquent personal property taxes on the General Tax list of personal property of a county of the State of Ohio, and that the amount of due and unpaid delinquent taxes, penalties and interest thereon is as follows:

<u>Taxes</u>	<u>Penalties & Interest</u>	<u>County</u>
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____

(AFFIANT)

Subscribed and sworn to before me this

_____ day of _____, 20__

SEAL

Notary Public

SCHEDULE G: CONTRACT SIGNATURE AFFIDAVIT

(TO BE FILLED IN AND EXECUTED IF THE PERSON SIGNING THE CONTRACT IS ANYONE OTHER THAN THE PRESIDENT OF THE CORPORATION, PARTNERSHIP OR COMPANY)

COUNTY OF _____)

STATE OF _____)

_____, Being first duly sworn, deposes and says that
(AFFIANT)

he is _____ of _____,
(TITLE) (COMPANY)

a corporation, company or partnership organized and existing under and by virtue of the laws of the State of _____, and having its principal offices at

(STREET AND NUMBER) (CITY)

_____. Affiant further says that he/she
(COUNTY) (STATE)

is familiar with the records, minute books and by-laws of _____
(COMPANY)

Affiant further says that _____ is
(NAME-OTHER THAN AFFIANT)

_____, of the Corporation, Company or Partnership is duly authorized to sign the CONTRACT for _____, for said Corporation, Company or Partnership by virtue of _____

(State whether a provision of by-laws or a Resolution of the Board of Directors, Partnership Agreement or Agency.)

(If by Resolution, give date of adoption)

(AFFIANT)

Subscribed and sworn to before me this

_____ day of _____, 20__

SEAL

Notary Public

SCHEDULE H: INSURANCE MINIMUM COVERAGE

REQUIRED COVERAGE TYPE	MINIMUM COVERAGE LIMITS – NON AOA Work
Commercial General Liability (CGL)	\$5,000,000 per occurrence. Consultant and its Subcontractors must each maintain CGL coverage. CGL insurance must be written on ISO occurrence form CG 00 01 04 14 or a substitute form, providing at least equivalent coverage.
Worker's Compensation	Consultant and its Subcontractors must each maintain workers compensation coverage meeting the statutory requirements of the State of Ohio.
Employer's Liability	\$1,000,000 per occurrence. Consultant and its Subcontractors must each maintain Employer's Liability coverage. The policy must include intentional tort coverage, an "Ohio Stop Gap" endorsement, and a waiver of subrogation in favor of the CRAA.
Automobile Liability	\$1,000,000 combined single limit on owned, non-owned, and hired autos
Professional Liability (Errors & Omissions)	\$ 5,000,000 per occurrence
Contractors Pollution Liability Insurance	As required by CRAA and the Project, Consultant shall obtain contractor's pollution liability coverage for environmentally sensitive or hazardous types of work - \$5,000,000 or NOT REQUIRED

TO BE COMPLETED IF COMPANY HAS NEVER DONE BUSINESS WITH THE COLUMBUS REGIONAL AIRPORT AUTHORITY



COLUMBUS
REGIONAL AIRPORT AUTHORITY

Columbus Regional Airport Authority Vendor Setup Form

New Vendor

Vendor Change

Vendor Name: _____
 Local/Other Address _____
 City, State, Zip _____
 Phone # _____
 Fax # _____
 E-Mail Address _____
 Contact Name _____
 Type of Business _____
 Years in business _____
 Number of employees _____
 Estimated Usage per year \$ _____

Remit To Address: (Mailing address for payments in Navision.)

Street Address/PO _____
 City, State, Zip _____
 Phone # _____
 Fax # _____
 E-Mail Address _____
 Principal Name _____

(Check One):

Sole Proprietor
 LLC
 Corporation
 S-Corporation
 Other

Are you a certified DBE Yes _____
 (Disadvantaged Business Enterprise)? No _____

If yes, please attach the certification letter.

Please return a recent W9 and the ACH Enrollment Form to the CRAA requestor or accountspayable@columbusairports.com.

FOR EXTERNAL USE ONLY. INTERNAL USERS PLEASE SUBMIT THE VENDOR CHANGE/ADDITION VIA THE SHAREPOINT SITE.



VENDOR/ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

ENROLLMENT

(Type of transmission format-CCD)

CHANGE FORM

* New vendors- this form must be completed

*** ALL INFORMATION IS REQUIRED, UNLESS OTHERWISE SPECIFIED; PLEASE PRINT ***

COMPANY NAME:

Vendor #:

COMPANY ADDRESS:

(CRAA will provide)

VENDOR TAX ID NUMBER:

IMPORTANT: Please Attach W-9 (W8-BEN)

PRIMARY CONTACT NAME:

TITLE:

DIRECT TELEPHONE #:

PRIMARY EMAIL FOR REMITTANCES:

BANK NAME:

BANK ACCOUNT #:

BANK PHONE #:

BANK ROUTING #:

(9 digit number)

Checking

Savings

NAME ON THE BANKING ACCOUNT:

BANK CONTACT NAME:

I certify that the information provided above is true and correct, and that I, as an authorized representative for the above mentioned company, hereby authorize **Columbus Regional Airport Authority** to electronically deposit payments to the above designated bank account.

Authorized Signature _____

Date

Title

Telephone

Please send completed form to ACCOUNTSPAYABLE@COLUMBUSAIRPORTS.COM OR FAX TO 866-611-3758

Direct questions to Accounts Payable at 614-239-3201

For CRAA Use:

DATE RECEIVED:

ENTERED BY:

DATE ENTERED:

CONFIRMATION:

(PLEASE INSERT W-9 FORM AND APPROPRIATE INSURANCE AFTER THIS PAGE)

GO TO

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

FOR CURRENT W-9