

ONE (1) ORIGINAL AND ONE (1) ELECTRONIC COPY (FLASH DRIVE)  
OF YOUR RESPONSE MUST BE SUBMITTED



## REQUEST FOR PROPOSALS (RFP)

**#FAC-2017-008**

### Exterior Lighting Inspections & Repairs

Title

Facilities (Building Maintenance)

Division

Response Due Date and Time

**November 30, 2017 at 2:00 PM**

### Response Submitted By:

Company Name

Street Address

City

State

Zip

Federal I.D. No.

Certified DBP (Diversity Business Partner)?

Yes \_\_\_\_\_ No \_\_\_\_\_

Contact Person

Phone No.

Fax No.

E-Mail:

Website:

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

## **SOLICITATION NOTICE**

### **FAC-2017-008: Exterior Lighting Inspections & Repairs**

Sealed proposals will be received by the Authority at its offices located at 4600 International Gateway, Authority Administration offices, Baggage Claim Level, John Glenn International Airport Terminal, Columbus, Ohio 43219 until November 30, 2017 at 2:00 p.m., local time, for FAC-2017-8: Exterior Lighting Inspections & Repairs.

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

The Authority is not responsible for late mail or late deliveries. Proposals 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 proposal(s) 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 one (1) original hard copy with one (1) electronic copy (Flash Drive) in sealed envelopes that are marked as:

**CRAA - OFFICE OF CONTRACTS AND  
PROCUREMENT  
RE: EXTERIOR LIGHTING INSPECTIONS &  
REPAIRS; RFP #FAC-2017-008  
4600 INTERNATIONAL GATEWAY  
COLUMBUS, OH 43219  
  
DUE: November 30, 2017 at 2:00 PM EDT**

NO facsimile or email response format is acceptable to the Authority.

It is the policy of the Authority 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 (DBP); Women Business Enterprise (WBE); Minority Business Enterprise (MBE); Small Business Enterprise (SBE); or Encouraging Diversity, Growth and Equity (EDGE) certified Business Enterprise. Proposers shall make a good faith effort to obtain maximum DBP participation under the Contract in accordance with the goals established by the Authority. For questions regarding the DBP Program, contact Business Diversity, at [businessdiversity@columbusairports.com](mailto: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 proposers 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 proposals in response to this solicitation, 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 Diana Ragan at [craaprocurement@columbusairports.com](mailto:craaprocurement@columbusairports.com). The cutoff date for all questions is November 9, 2017, at 10:00 AM EDT. Questions received after this date and time will not be answered.

(CONTINUED NEXT PAGE)

**SOLICITATION NOTICE (CONTINUED)**  
**FAC-2017-008: Exterior Lighting Inspections & Repairs**

**SCHEDULE OF KEY MILESTONE EVENTS**

<b><u>DATES</u></b>	<b><u>DESCRIPTIONS</u></b>
October 27, 2017	RFP RELEASE DATE
November 9, 2017 @ 10:00 AM	QUESTIONS CUTOFF DATE/TIME
November 30 2017 @ 2:00 PM	RESPONSE DUE DATE/TIME
December 14, 2017	EVALUATION COMPLETE *
December 31, 2017	CONTRACT APPROVAL AND EXECUTION *
January 1, 2018	CONTRACT START DATE*

**\*DATES SUBJECT TO CHANGE**

## **INFORMATION FOR PROPOSERS: REQUIREMENTS AND CONDITIONS – REQUEST FOR PROPOSALS**

### **1. TERMS OR SPECIAL CONDITIONS**

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

### **2. CHANGES AND ADDENDA TO RFP DOCUMENT**

Each change or addenda issued in relation to this document will be emailed to potential proposers not less than three (3) working days prior to the scheduled RFP due date. All potential proposers shall be responsible for retrieving any emailed addenda. Total RFP inquiry, postponement, or cancellation addenda may be emailed later than the time specified above.

### **3. ACCEPTANCE AND REJECTION**

Any response submitted by the Proposer to the CRAA will be accepted or rejected within a period of one hundred eighty (180) days from due date. The Authority 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 Authority's sole judgment is/are deemed the most desirable and advantageous to the Authority, to reject any and all Proposals, or to re-advertise for Proposals, to such extent as the Authority, 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. Proposers 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 Authority is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any proposer prior to the execution of the agreement. The rejection of any response, in whole or in part, by the Authority, will not render the Authority liable for incurring any cost or damage.

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

### **4. SIGNATURE REQUIRED**

The responses must be signed. If the proposer 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**

Proposers 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 proposer 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. PROPOSER'S TERMS AND CONDITIONS**

Terms and conditions submitted with the response, which are contrary to Authority policies, procedures, or this solicitation document, shall be disregarded for the purpose of any subsequent agreement. The successful Proposer shall be notified as to which terms and conditions, if any, may be accepted or changed through the negotiation process.

### **7. INVESTIGATIONS OF PROPOSERS**

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

### **8. SUBCONTRACTORS**

A Proposer's proposed subcontractors shall also be a basis for evaluating responses. The Authority reserves the right to review information regarding all subcontractors proposed. The Authority reserves the right to reject any or all proposed subcontractor(s) listed in the proposal before the agreement is awarded. Upon agreement award, Contractor may not enter into a sub-contract for provision of any portion of the Services without the prior written approval of the Authority. The Authority shall have the right to revoke its prior approval of a subcontractor if: (a) the subcontractor's performance has been

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unsatisfactory in the Authority's sole discretion, (b) there have been any misrepresentations by or concerning the subcontractor, or (c) any security concerns arise.

No subcontractors shall be replaced by another without the written consent of the Authority. If the Authority notifies Contractor of its determination that the continued assignment of any one or more of the people (including subcontractors) assigned by Contractor to provide the Services is not in the Authority's best interests, Contractor promptly will replace each such person with another person of suitable ability and qualifications.

Authority shall have the right to inspect the provision of Services at any time without notice.

### 9. SAFETY REQUIREMENTS

The Contractor 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 Authority and before any agreement is awarded, the Proposer 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.

Proposer warrants that any products being proposed and sold to CRAA are sourced from approved manufacturer supply channels, the products are new, non-refurbished, genuine manufacturer products in their original packaging, and are entitled to a full warranty.

### 11. TIMELY EXECUTION OF AGREEMENT

The Proposer to whom the agreement is awarded will be required to execute the Agreement and to furnish Certificate(s) of Insurance and other requested documents within ten (10) calendar days from the date when the written Agreement is received by the Proposer for signature. In case of failure by the Proposer to execute the Agreement, the Authority may, at its option, consider the Proposer in default and reserves the right to pursue all available remedies, including awarding the agreement to another proposer, or proposals may be re-solicited.

### 12. BASIS FOR AGREEMENT AWARD

The award of the agreement shall be made to the

highest ranked proposer based on the award evaluation criteria. The Authority also shall determine the affordability and value of alternates as stipulated in the response. The Authority also reserves the right to split multiple services into separate agreement awards. In the event the Proposer is submitting their response as "All or None", or with specific combinations of services, the Proposer shall state such conditions in their proposal.

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

The Columbus Regional Airport Authority (CRAA) utilizes Automated Clearing House (ACH) and Electronic Funds Transfer (EFT) for Proposer payments. The Proposer will receive ACH/EFT payments via electronic transfer.

### 14. CANCELLATION OF AWARD

The Authority 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 Contractor changes its position, economically or otherwise, after receiving a verbal or written notice of selection and in reliance upon the Authority executing the agreement, the Contractor does so solely at its own risk and the Authority will not incur any liability from the Contractor's change of position.

### 15. LICENSE

Proposers 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 Authority with a copy of its "Original Appointment of Agent" as filed with the Ohio Secretary of State.

### 16. PROPOSED AGREEMENT AND INSURANCE

The successful Proposer shall execute the Agreement hereby incorporated by reference. At the time of Agreement execution, the successful Proposer must deliver to the Authority certificates of insurance, executed by a duly authorized representative of each insurer. The certificates shall evidence that the insurance required in the proposed Agreement is in force.

### 17. DELINQUENT PERSONAL PROPERTY TAX

All proposers are charged with notice of Section

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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 proposer will submit the completed affidavit required by that section of the Ohio Revised Code to the Authority. Said affidavit, when submitted to the Authority, 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 (30) 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**

Proposers 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 Contractor agrees to submit to the Authority's Project Manager all advertising, sales promotion, and other publicity matters relating to the Agreement wherein the Authority's name is mentioned or language used from which the connection of the Authority's name therewith may, in the Authority's judgment, be inferred or implied. The Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the Authority 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 proposer 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 the proposer is concerned that documents submitted in response to this RFP contain confidential financial and proprietary information, including trade secrets, then the proposer must CLEARLY MARK the specific information considered by the proposer to be confidential and state the reason that proposer contends these portions of the response constitute an exception to Ohio's public records law.

If a public records request is made for any portion of the documents that the proposer has submitted and the proposer has 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 the proposer HAS clearly marked portions of the 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 the proposer that a request was made and that a redacted version of the response was released. Should the requestor challenge the classification of redacted information as confidential financial or proprietary information, the CRAA will notify the proposer 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. Proposer then will be IMMEDIATELY responsible for obtaining an

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order from a Court of competent jurisdiction in Franklin County, Ohio, enjoining release of proposer's clearly marked information constituting an exception to Ohio's public records law.

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

## **21. BUSINESS ETHICS**

Communication: Proposers are not to meet or communicate with the CRAA staff 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 proposer 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 the CRAA Manager of Contracts and Procurement, William Kirwin, at (614) 239-4086.

Gratuities and Kickbacks: The Proposer shall not offer, give or agree to give any Authority employee or former Authority 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](http://www.columbusairports.com), on the business information page. Unsuccessful proposers who wish to inquire about any aspect of this RFP or award should deliver a written request for debriefing to:

Diana Ragan, Contracts and Procurement Specialist  
[CRAAProcurement@columbusairports.com](mailto:CRAAProcurement@columbusairports.com)

Please include the title of the RFP, the Department for which the RFP was solicited, and the date that responses were due. Indicate the proposer's company name and contact information so that the CRAA can respond to the request.

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 proposer as soon as possible. Please submit questions requiring research at least three (3) business days prior to a scheduled debriefing. The CRAA may conduct debriefing meetings up to and including six (6) months after the award and contract/agreement information is posted to the CRAA website.

## **END OF INFORMATION FOR PROPOSERS**

**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 proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the Bid Price of said proposer or any other proposer, or to fix any overhead, profit or cost element of such Bid Price, or of that of any other proposer, 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 proposer 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 proposer in his general business.

Signed:

\_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Seal

\_\_\_\_\_

Notary Public



## **DETAILED TECHNICAL SPECIFICATIONS**

### **1.0 SCOPE AND CLASSIFICATION**

The Columbus Regional Airport Authority, hereafter referred to as the "Authority" or "CRAA", is seeking proposals for the purpose of entering into a multiyear contract for the provision of Exterior Lighting Inspections & Repairs at John Glenn International Airport (CMH), Rickenbacker International Airport (LCK), and Bolton Field (TZR).

In accordance with a monthly maintenance schedule identified by the Authority, the selected Contractor will be responsible for completing the basic inspecting and repairing of exterior pole lighting as outlined in Appendix A – Price Proposal Form / Equipment Listing per Site.

All services will be completed within the boundaries of John Glenn International Airport, located at 4600 International Gateway, Columbus OH 43219, Rickenbacker International Airport, located at 7161 Second Street, Columbus OH 43217, and Bolton Field, located at 2000 Norton Road, Columbus OH 43228.

The following specifications are the minimum specifications for the Authority's needs in safety, quality, performance, and standardization. This specification is not intended to be proprietary in any way.

### **2.0 APPLICABLE PUBLICATIONS AND STANDARDS**

**N/A**

### **3.0 SCOPE OF WORK**

3.1 In compliance with the monthly maintenance schedule identified by the Authority, included Appendix A "Price Proposal / Equipment Listing Per Site", the Contractor will be responsible for completing the basic inspecting and repairing exterior pole lighting, with various make, model and specifications.

3.2 Parts required for repairs will be supplied by CRAA unless otherwise requested at the time of need.

### **4.0 REQUIREMENTS**

4.1 Inspections shall be performed on an monthly basis, unless the Authority agrees to other arrangements. To ensure that all required preparations for this service are completed by the Authority in a timely manner, the Contractor shall obtain scheduling approval from the Authority's Project Manager a minimum of thirty (30) business days in advance prior to each inspection. Although all attempts will be made to maintain the agreed-upon schedule established between the Authority and the Contractor, scheduling will be dependent upon weather and flight conditions at the Authority.

4.2 The Contractor shall provide all personnel labor, travel labor, travel expense, supervision, material, tools, and equipment required to complete the inspections of all exterior lighting.

4.3 Proposal shall describe the proposer's inspection process and materials. At a minimum, all exterior lighting must be inspected and repaired in accordance with Original Equipment Manufacturer (OEM) and all industry Standards.

4.4 In accordance with Appendix B, all Contractor employees performing work within the Authority property must receive CRAA security badges for proper access to all applicable

equipment. Failure to do so will result in Contractor's employee(s) being asked to leave the area. If the employee is absent from work for any reason, the Contractor shall provide a replacement employee who also holds a CRAA security badge.

4.5 In accordance with Appendix C, the Contractor shall apply with the Authority's Tool Control Policy in Restricted Areas.

4.6 Upon completion of work, the Contractor shall leave the work area clean and free of materials, debris, and equipment to the satisfaction of the Authority's Project Manager or designee.

4.7 If applicable, the Contractor shall remove from the building and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc.

4.8 The Contractor shall take all necessary precautions to keep the premises free of safety hazards, and shall protect all materials, equipment, and completed or partially completed work, from loss and damage, including theft and damage by weather. The Contractor shall correct any damage, or disfigurement, to work or property during performance of the Services.

4.9 The Contractor specifically agrees that it will make no claim that it was authorized to perform any extra work, or make any modifications to the work, in the absence of any written order from the Authority.

4.10 The Contractor's employees shall at all times conduct themselves in a professional manner. They shall be required to wear distinctive uniforms while in the public areas of the service site.

4.11 CRAA will require a two (2) hour response time from the Contractor for emergency repairs.

## **5.0 BASIS FOR AGREEMENT AWARD**

The Authority will award the Master Agreement to the responsive and responsible proposer providing the Best Value to the Authority. A responsive proposer is one whose proposal responds to the RFP specifications in all material respects, and contains no irregularities, nor deviations from the specifications that would affect the proposal, or otherwise give a proposer a competitive advantage. The factors that the Authority shall consider in determining whether a proposer is responsible include, without limitation: the proposer's experience, financial condition, conduct and performance on previous contracts, the proposer's facilities, management skills, and ability to execute the Master Agreement properly; including but not limited to the information required to be provided by the proposer pursuant to the RFP documents. To determine Best Value, the Authority may consider, but is not limited to, the following criteria: Cost; Improvement in Project Scope (use of new technology); Unique / Alternate solution; Green; Small business / DBE (prime or subcontractor); Work performed at different time to reduce impact on customer; Controlling / Monitoring (less required); Communication from the vendor; Past experience with similar project; Prime v sub experience "manage the entire project"; Split contract award "greatest good to the greatest amount of people"; Provides the greatest opportunity for success (challenge in another's work plan, i.e. work force not on staff); Reduce cost for other projects; Timing of work (start quicker, fully staffed); Impact on the timing of other projects; Contract risk (carry proper insurance, etc.); Minimal change orders historically; Work Breakdown Structure; Project methodology; Vendor incorporates lessons learned from previous contract, Contractor mitigates own shortfalls, Quality, etc.

## **6.0 TERM OF AGREEMENT**

6.1 The Authority will award the Master Agreement for a term of three (3) years with the option to extend for two (2) additional one (1) year term

6.2 The effective date of the Master Agreement will be January 1, 2018.

6.2 The proposed pricing will remain fixed for the duration of the agreement.

## **7.0 PROPOSAL SUBMITTAL REQUIREMENTS AND FORMAT**

The Proposer shall include complete and detailed written responses to items as requested. Additional explanations may be included should the Proposer deem them important to the evaluation of its proposal by the Authority.

If the proposal does not comply with these conditions, the Authority may reject the proposal without further consideration. These restrictions are not intended to hamper proposal preparation. Rather, they will provide uniformity in the responses to this RFP.

The Proposer shall submit a transmittal letter including, but not limited to, the following information:

7.1 The name, address, telephone number, and e-mail address of the individual to which inquires related to the response should be directed.

7.2 A statement affirming compliance with the Authority's terms and conditions.

7.3 A statement affirming compliance with the Authority's Security Badge Requirements as identified in Appendix B.

7.4 A statement affirming compliance with the Authority's Tool Control Policy as identified in Appendix C.

7.5 The Proposer shall submit a statement acknowledging they can complete the work during the required timeframe each year. The effective date of the awarded Master Agreement will be January 1, 2018.

7.6 Submission of proof of insurance as required in Section 9.0 "Insurance Requirements".

7.7 Submission of a signed and notarized Non-Collusion Affidavit, included on page 6 of this RFP.

7.8 The proposal shall include reference information documenting two (2) or more previous engagements of a similar nature that were completed by the Proposer within the last two (2) years. The information shall include the references' contact information as follows: Client company name, a contact name and a telephone number for the contact. The Proposer gives the Authority the right to contact any/all references and ask questions about those past experiences.

7.9 The Proposer shall complete the Price Proposal Form in its entirety. Prices quoted must remain firm for the period covered by the awarded Master Agreement.

## 8.0 NOTES

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 Authority's decision with regard to whether or not an attribute is equal is final.

Should any misunderstanding arise as to the intent or meaning of the plans, specifications, special provisions or RFP, or should any discrepancy appear, the decision of the President & CEO of the Authority shall be final and conclusive.

Failure to provide any submission requirement or any other required data or drawings etc., may be cause for rejection of a proposal.

## 9.0 INSURANCE REQUIREMENTS

<b>REQUIRED COVERAGE TYPE</b>	<b>MINIMUM COVERAGE LIMITS:</b>
Comprehensive General Liability (CGL)	\$ 1,000,000 per occurrence. \$ 2,000,000 General Aggregate.
Worker's Compensation	Contractor must maintain workers compensation coverage meeting the statutory requirements of the State of Ohio.
Employer's Liability	\$1,000,000 Contractor must 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 Authority.
Automobile Liability	\$1,000,000 combined single limit on owned, non-owned, and hired autos.
The Contractor shall furnish certificates of insurance. If any of the foregoing insurance policies are canceled or changed by Contractor or its insurer so as to affect the coverage required by this Agreement, Contractor shall notify Client in writing no less than thirty (30) days prior to such cancellation or change. The Authority shall be included as an additional insured with respect to liability coverage, except workers' compensation.	

**APPENDIX A – PRICE PROPOSAL FORM / EQUIPMENT LISTING PER SITE**

Proposer will supply monthly cost for inspection of each area as outlined below. Pole Lights vary in height from 20’ to 80’ at all three locations.

**John Glenn Columbus International Airport (CMH)**

<b>Area</b>	<b>Number of Pole Lights</b>	<b>Monthly Cost for Inspection of Area</b>
Blue Lot	127	
Red Lot	93	
Green Lot	84	
Employee Lot	39	
International Gateway	300	
Ramp (Inside Fence)	36	
P6 Parking Garage	20	
<b>Total Monthly Inspection Cost for CMH</b>		

**Rickenbacker International Airport (LCK)**

<b>Area</b>	<b>Number of Pole Lights</b>	<b>Monthly Cost for Inspection of Area</b>
LCK	115	
<b>Total Monthly Inspection Cost for LCK</b>		

**Bolton Field (TZR)**

<b>Area</b>	<b>Number of Pole Lights</b>	<b>Monthly Cost for Inspection of Area</b>
TZR	7	
<b>Total Monthly Inspection Cost for LCK</b>		

**In addition to the monthly inspection as outlined above. CRAA requests pricing (hourly rates) on an as needed basis for the following line items:**

<b>Description of Service</b>	<b>Hourly Rate</b>	<b>Minimum Charge and / or other criteria</b>
Bucket Truck with Operator		
Additional Man Hour		
Emergency Repair – Hourly Rate per Man		
Weekend Rates – Hourly Rate per Man		
Holiday Rates – Hourly Rate per Man		
Emergency After Hours Rate		
Truck Charge		
Underground Trouble Shooting without use of Bucket Truck		
Removal of Damaged Pole Base		
Re-standing of Existing Pole		

## **APPENDIX B: JOHN GLENN AIRPORT SECURITY BADGE REQUIREMENTS**

### **JOHN GLENN AIRPORT SECURITY BADGE REQUIREMENTS**

All persons working within a Restricted Area and the Security Identification Display Area (SIDA) of John Glenn International Airport MUST be under authorized escort or display an airport issued identification badge for unescorted access to any Restricted Area. Any person not under proper escort or in any Restricted Area without an airport issued identification badge is subject to arrest and criminal and/or civil prosecution.

The project will require SIDA badge access. Each badged person may escort personnel in accordance with section 11.3 of the CRAA rules and as long as all escorted persons are under the direct and immediate control of the person performing escort duties. The badge approval process and all monetary rates are subject to change at any time. Violation of airport rules and regulations regarding airport issued identification and security procedures will result in revocation of the badge and possible criminal and/or civil penalties. No extension of time or other accommodation will be made to the contract due to loss of unescorted privileges for security violations.

#### **Badge Process:**

- 1) Contact the Airport Project Representative and notify them identification badge(s) are required with the names of those employees to receive badges. The Representative will arrange a time for employees to be fingerprinted.
- 2) At the time of the appointment, present a letter on company letterhead. The letter must contain the name(s) of those to be fingerprinted. The Airport Representative will provide a required airport form to be completed for each person to be fingerprinted.
- 3) At the time of fingerprinting, each person to be fingerprinted must bring cash, credit card, or a check in the amount of \$116.00 made payable to the Columbus Regional Airport Authority. This fee consists of a non-refundable \$56.00 fingerprint and badge fee and a refundable \$60.00 badge deposit. The \$60.00 badge deposit fee will be returned to the employer upon return of the badge to the Columbus Regional Airport Authority.
- 4) Employees' fingerprints will be checked with the FBI's database as part of the criminal history record check. Persons convicted of certain crimes are not eligible to receive unescorted access. A list of disqualifying crimes is available in SP-4. Simultaneously each applicant will undergo a Security Threat Assessment (STA).
- 5) Upon receipt of the fingerprint criminal history record check and STA, the Airport Representative will notify the contractor that they have been approved and will schedule an appointment for the testing and badging process.
- 6) Failure of the background check will prevent an individual from working on this project.
- 7) Employees must attend a training program and pass a test prior to receiving their badge. The training and test take approximately one hour to complete and consists of viewing a video on airport security regulations. The test will be over the material covered in the presentations. Upon successful completion of the test, a photograph will be taken and the badge will be issued immediately.

- 8) Access for badges must be approved by the CRAA Project Manager. All correspondence regarding access shall be between the Project Manager and the Airport ID Office (AIO). Contractors shall not contact the AIO regarding access issues.

**Escorting:**

- 1) It is the contractor's responsibility to provide escort services for all employees, sub-contractors, and vendors/suppliers requiring access to the construction site.
- 2) The individual providing the escort will possess a valid Airport ID Badge and must stay within visual and verbal control of the escorted individual. The individual providing escort must be familiar with the Airport Rules and Regulations and the Vehicle Drivers Manual.
- 3) NOT APPLICABLE TO THIS PROJECT
- 4) NOT APPLICABLE TO THIS PROJECT
- 5) NOT APPLICABLE TO THIS PROJECT

JOHN GLENN AIRPORT DRIVING REQUIREMENTS

NOT APPLICABLE TO THIS PROJECT

LIST OF DISQUALIFYING CRIMES

No person may obtain unescorted access to an airport if they have been convicted within the past 10-year period of any of the following crimes:

- (i) Forgery of certificates, false marking of aircraft, and other aircraft registration violation, 49 U.S.C. 46306;
- (ii) Interference with air navigation, 49 U.S.C. 46308;
- (iii) Improper transportation of a hazardous material, 49 U.S.C. 46312;
- (iv) Aircraft piracy, 49 U.S.C. 46502;
- (v) Interference with flightcrew members or flight attendants, 49 U.S.C. 46504;
- (vi) Commission of certain crimes aboard aircraft in flight, 49 U.S.C. 46506;
- (vii) Carrying a weapon or explosive aboard aircraft, 49 U.S.C. 46505;
- (viii) Conveying false information and threats, 49 U.S.C. 49 46507;
- (ix) Aircraft piracy outside the special aircraft jurisdiction of the United States, 49 U.S.C. 46502(b);
- (x) Lighting violations involving transporting controlled substances, 49 U.S.C. 46315;66;
- (xi) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements, 49 U.S.C. 46314;



- (xii)** Destruction of an aircraft or aircraft facility, 18 U.S.C. 32;
- (xiii)** Murder;
- (xiv)** Assault with intent to murder;
- (xv)** Espionage;
- (xvi)** Sedition;
- (xvii)** Kidnapping or hostage taking;
- (xviii)** Treason;
- (xix)** Rape or aggravated sexual abuse;
- (xx)** Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon;
- (xxi)** Extortion;
- (xxii)** Armed robbery;
- (xxiii)** Distribution of, or intent to distribute, a controlled substance;
- (xxiv)** Felony arson; or
- (xxv)** Conspiracy or attempt to commit any of the aforementioned criminal acts.

The FAA or TSA Administrator may specify other factors that are sufficient to prohibit the employment of an individual in a position with unescorted access. The Columbus Regional Airport Authority Public Safety Department shall be the final authority on the issuance of Airport Identification.

## **APPENDIX C: CRAA TOOL CONTROL POLICY IN RESTRICTED AREAS**

Work on this project will take place within the "SIDA" area of John Glenn International Airport.

It is the policy of the Columbus Regional Airport Authority (Authority) that all tools and implements are prohibited at all times in the restricted areas of airports. These restricted areas encompass those defined in the Airport Security Program as "Secured/SIDA", as well as "sterile" sections (those terminal locations past the TSA-operated passenger screening checkpoints).

The Authority reserves the right, however, to temporarily permit said tools and implements in restricted areas as long as all of the following conditions are **continuously** met:

1. Only those tools and implements necessary for the performance of work-related responsibilities (construction, repairs, maintenance, etc.) may be authorized in any restricted area;
2. No tool or implement may be left unattended in any restricted area, at any time;
3. All tools and implements carried into any restricted area, must be accounted for at all times;
4. At the close of any and all workdays, and during coffee, smoke, lunch, and/or other breaks, all tools and implements will either be removed from any restricted area or secured in an Authority approved location;
5. Tools or implements may be used only by individuals having permission for their use. No tool or implement may be allowed to be in the possession of any unauthorized person, while in any restricted area;
6. Persons bringing tools into any restricted area will be responsible for maintaining a current documented inventory. Any item(s) found missing will immediately be reported to the Airport Communications Center at 239-4029. This inventory is subject to inspection and verification;
7. Any and all blades from any type of cutting instrument (box cutters, carpet knives, etc.) will be discarded outside of CRAA property;
8. Prior to leaving any restricted area, all persons bringing tools and implements into any sterile area, will conduct a thorough search for any dangerous or prohibited item.

By submitting a proposal in response to this RFP, applicants agree to abide by all of the above, and may be permitted to possess prohibited tools and implements in the airports' restricted areas. Any person authorized to possess prohibited items in restricted areas violating this policy, is subject to forfeiture of said authorization, other fines and/or penalties, and prosecution for violation of Section 2911.21 of the Ohio Revised Code (trespassing).

**GENERAL SERVICES MASTER AGREEMENT (DRAFT)**

**BETWEEN**

**COLUMBUS REGIONAL AIRPORT AUTHORITY  
"AUTHORITY"**

**AND**

---

**"CONTRACTOR"**

**FOR**

**EXTERIOR LIGHTING INSPECTIONS & REPAIRS  
AT JOHN GLENN INTERNATIONAL AIRPORT, RICKENBACKER  
INTERNATIONAL AIRPORT,  
AND BOLTEN FIELD**

**FAC-2017-008**



**2017**

## GENERAL AGREEMENT PROVISIONS

### 1. Certification.

Contractor represents and states that the Contractor and its Directors, officers, agents or employees are not involved in and do not have knowledge of collusive activity pertaining to this Contract or any goods, parts, equipment, materials, products, merchandise, substances or items (collectively referred to hereinafter as "goods") or equipment or services included herein (The Equipment). Contractor further represents and states that the prices and terms of purchase and any allowances available shall be in full compliance with the Robinson-Patman Act. Contractor represents and states that it has the competence and experience to provide the services included in the Contractor's response to RFP #FAC-2017-008. Said response to the RFP is hereby incorporated into, and made a part of, this Agreement.

### 2. Discount.

If a cash discount is offered, the number of days or specific date is only valid after the receipt of a correct invoice.

### 3. Termination.

The Authority may, at any time, terminate this Contract in whole or in part by written notice or verbal notice confirmed in writing. If this Contract is terminated for convenience, any claim of Contractor shall be settled on the basis of reasonable costs already incurred in the performance of this Contract. The Authority shall not be liable for loss of any profits. If, however, termination is occasioned by Contractor's breach of any condition, including breach of warranty or by Contractor's delay, Contractor shall not be entitled to any costs and the Authority shall have against Contractor all remedies provided by law and equity.

### 4. Packing, Transportation, Etc.

Contractor shall pack, mark and ship all goods or equipment/material in accordance with the requirement of the common carrier(s) so as to secure the lowest transportation costs. Shipments shall be FOB destination and no additional shipping charges shall be made to the Authority unless otherwise stated on this Contract. No charges shall be made for packaging, boxing, drayage or storage, unless authorized by the Authority in writing. Contractor shall properly mark each package or piece of equipment/material with the Authority's order number and address. Where multiple packages or pieces of equipment/material comprise a single shipment, Contractor shall consecutively number

each package or piece of equipment/material. Contractor shall label the containers of hazardous or toxic goods that it delivers in accordance with the requirements of federal and state law regulations and in accordance with Columbus City Code, Sec. 2510 and any regulations prescribed there under. Contract numbers and package or equipment/material numbers shall be shown on all packing slips, bills of lading, invoices and correspondence.

### 5. Delivery.

Time and quantity are of the essence in this Contract and if delivery of The Equipment or rendering of services is not made at such time and in such quantity as provided in this Contract or in supplemental schedules furnished by the Authority, the Authority reserves the right, without liability and in addition to its other rights and remedies, to terminate this Contract in whole or in part by notice effective when received by the Contractor, for stated goods or equipment/material not yet shipped or services not yet rendered and to purchase substitute goods or equipment/material or services elsewhere and to charge the Contractor with any loss incurred. Contractor agrees that the Authority may return all or part of any shipment so made, at Contractor's risk and expense, and may charge Contractor with any loss, expense or injury sustained as a result of such shipment. If at any time either party has reason to believe that delivery will not be made as scheduled in this Contract, it shall immediately give written notice to the other and set forth the cause of the anticipated delay. Any goods or equipment/material shipped or received in advance of schedule or in excess of quantity ordered, may be returned by the Authority to the Contractor at Contractor's risk and expense. Any goods or equipment/material to be delivered or services to be rendered in installments under this Contract shall not be construed as making the obligation of the Contractor severable.

### 6. C.O.D. Shipments.

Shipments sent C.O.D. without the Authority's written consent will not be accepted and will be at Contractor's risk and expense.

### 7. Inspection.

All goods, equipment/material and services shall be subject to inspection and approval at the Authority's specified shipping address. The Authority reserves the right to reject and refuse acceptance of goods, equipment/material or

## **GENERAL AGREEMENT PROVISIONS**

services which are not in accordance with the instructions, specifications, drawings, samples, data and/or descriptions specified or furnished or Contractor's warranty (express or implied) or the warranties provided in Paragraph 8. The Authority may charge Contractor for the cost of inspecting goods, equipment/material or services rejected. Goods or equipment/material not accepted may be returned to Contractor at Contractor's risk and expense. Receipt of or payment for any goods, equipment/material or services ordered hereunder shall not be deemed an acceptance thereof.

### **8. Warranties.**

In addition to its standard warranty and/or service guarantee, Contractor warrants that all goods, equipment/material or services delivered will be new and of good quality, material and workmanship, merchantable and free from all defects and conform strictly and in all respects to the instructions, specifications, drawings, samples, data and/or other descriptions specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by the Authority of the goods, equipment/material or services. Contractor represents and warrants that it has full knowledge of the Authority's intended use of the goods, equipment/material or services provided under this Contract. The foregoing warranties of merchantability and fitness for a particular purpose made by Contractor, together with its service warranties, shall inure to the Authority and its customers and shall be in effect as to all goods or equipment/material furnished, serviced or repaired or services rendered for a period of eighteen (18) months after it is accepted by the Authority or for such period of time as may be specified in Contractor's standard warranty, if such period exceeds eighteen (18) months. Neither acceptance nor payment, nor both, shall affect Contractor's obligation under the foregoing warranties or any other warranty, whether express or implied, provided for herein or by law. Notification of breach of any such warranty may be given to Contractor at any time during the warranty period, and at the Authority's discretion. Contractor shall thereupon, at the Authority's sole option: (a) repair, replace or cure the defective goods, equipment/material or services; or (b) agree to an equitable adjustment in the Contract price. If such breach causes injury, loss or injury other than to the goods, including loss or damage to business reputation of the Authority and/or its customers, the Contractor shall compensate the Authority and its customers for all such costs, loss or injury. The Contractor further warrants that the designs and performance of all goods, equipment/material or

services being purchased herein conform with the requirements of all applicable insurance and government health and safety regulations, including but not limited to regulations administered by OSHA and the EPA.

The obligations contained herein apply to products provided by the Contractor, its subcontractors or any third party involved in the creation of the products to be delivered to the Authority under the Contract. Failure to comply with any of the obligations contained herein may result in the Authority availing itself of all its rights under the law and under the Contract, but not limited to, its rights pertaining to termination or default.

The warranties contained herein are separate and discrete from any other warranties specified in the Contract, and are not subject to any disclaimer of warranty or limitation of the Contractor's liability which may be specified in the Contract, its amendments, its schedules or any document incorporated into the Contract by reference.

### **9. Acceptance and Order of Precedence.**

This Contract is the entire agreement between the Authority and the Contractor, and acceptance of this Contract by acknowledgment or commencement of performance shall be unqualified. Additional or different terms proposed by Contractor, or any provision in any form of acknowledgment used by Contractor, other than that furnished by the Authority and attached to this Contract, which modify, conflict with or contradict any term of this Contract, are expressly not assented to and shall have no force and effect. To the extent this Contract is construed as an acceptance, the Authority's acceptance is expressly conditioned upon the Contractor's assent to any additional or different terms contained herein. Where the Contract refers to the solicitation or proposal/response documentation, and there is a difference between these documents, the following order of precedence shall apply: the Contract version is the controlling document; then the solicitation, then the response document. If terms on this Contract do not appear on or agree with the Contractor's invoice, Contractor agrees that the Authority may change the invoice to conform to this Contract and make payment accordingly.

### **10. Insurance.**

Contractor and its subcontractors shall at all times during the performance of this Contract

## GENERAL AGREEMENT PROVISIONS

maintain insurance coverage as follows: (a) comprehensive general liability insurance (including public liability and products liability coverage) with limits of not less than \$2,000,000; (b) worker's compensation insurance for all employees in accordance with state law; (c) employers liability coverage with an each occurrence limit of not less than \$1,000,000; and (d) business auto liability insurance of not less than \$1,000,000. Such auto insurance shall cover liability arising out of any auto. Certification of such insurance shall be provided to the Authority with the contract execution and upon request. However, the failure to make such a request shall not constitute a waiver of this requirement.

### **11. Patent, Trademark, Copyright Warranty and Indemnification.**

Contractor warrants that the sale or use of goods, equipment/material or services being purchased by the Authority herein, either alone or in combination with other goods, equipment/material or services will not infringe or contribute to the infringement of any patents, trademarks or copyrights either in the United States or in foreign countries.

Contractor shall defend any action brought against the CRAA so far as the action is based on a claim that the goods or any part of the goods, furnished under an agreement which may result from this proposal constitutes an infringement of any patent of the United States or a trademark. Contractor shall be notified promptly in writing of the action and be given authority, information, and assistance, at the expense of Contractor, for the defense of the action. Contractor shall pay all damages and costs awarded in the action. In case the goods or a part thereof are held to constitute infringement and the use of the goods or part thereof is enjoined, Contractor shall, at the expense of the contractor, either procure for the CRAA the rights to continue using the goods, replace the goods or a part hereof with non-infringing goods of equal or better quality, modify the goods so that the goods become non-infringing while continuing to meet or exceed the original specifications, or retake the goods and refund the purchase prices and the transportation and installation costs of the goods at the option of the CRAA. Contractor agrees to defend, protect and save harmless the Authority, its successors, assigns, customers and users of its goods, equipment/material or services and those for who the Authority may act as an agent, against all suits at law or in equity, and from all damages and expenses resulting from claims and demands for actual or alleged infringement of any patent, trademark or copyright by reason of the sale or

use of the goods covered hereby. The Authority reserves the right to control or participate in any such infringement action brought against it.

### **12. Price.**

The Authority shall not be billed at prices higher than stated on this Contract unless otherwise agreed to in writing and signed by the Authority. Contractor represents that the prices charged for the goods, equipment/material or services covered by this Contract are the lowest prices charged by the Contractor to buyers in a class similar to the Authority under conditions similar to those specified in this Contract and that prices comply with all applicable government regulations in effect at time of quotation, sale or delivery. Contractor agrees that any price reduction made for goods, equipment/material or services after the placement of this Contract will apply to this Contract.

### **13. Changes.**

The Authority reserves the right, at any time, to make changes in any one or more of the following without notice to any sureties or assigns: (a) goods or equipment/material to be furnished or services to be performed; (b) methods of shipment or packing; (c) place of delivery (d) time of delivery; and (e) testing designations, specifications or designs. If any such change causes an increase or decrease in the cost of or the time required for performance of this Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both. Any claim by Contractor for adjustment under this Paragraph shall be deemed waived unless agreed to in writing ten (10) days from receipt by Contractor of the change. Price increases or extensions of time for delivery shall not be binding on the Authority unless evidenced by a written amendment to this Contract issued and signed by the Authority.

### **14. Container Refunds.**

Contractor agrees to refund to the Authority an amount equal to the price charged for any returned spools, reels, barrels, drums or any other type of containers upon return by the Authority.

### **15. Title to Drawings, Specifications and Other Proprietary Data.**

The Authority shall at all times have title to all drawings, specifications, dies and other proprietary data furnished by the Authority to the Contractor and intended for use in connection with this Contract. Contractor shall not disclose such drawings, specifications, dies and other

## GENERAL AGREEMENT PROVISIONS

proprietary data to others. For purposes of this Paragraph, "other proprietary data" includes, without limitation, all design, engineering and technical information whether patentable or not.

### **16. Default.**

Upon the happening of any one or more of the following events, the Authority shall have the unrestricted right to cancel and terminate this contract without cost or liability to the Authority: (a) Contractor's insolvency or inability to meet obligations as they become due; (b) filing of voluntary or involuntary petition of bankruptcy by or against Contractor; (c) institution of legal proceedings against Contractor by creditors or stockholders; (d) appointment of a receiver for Contractor by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Authority to cancel its additional obligations.

### **17. Compliance with Laws.**

The performance of any work related to goods, equipment/material or services pursuant to this Contract is and shall be subject to and in compliance with all laws, rules, regulations, ordinances, proclamations, demands, directives, executive orders or other requirements of the federal, state and local governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale or delivery of goods, equipment/material or services contemplated by this Contract, including but not limited to, the provisions of the Fair Labor Standards Act of 1938, the Walsh-Healy Act, the Federal Food, Drug and Cosmetics Act and any other applicable laws. Contractor shall further comply with the provisions of all federal, state and local laws, rules, regulations, etc. from which liability may accrue to Contractor or the Authority, including but not limited to Equal Opportunity and Affirmative Action provisions, the Americans with Disabilities Act, the Vietnam Veteran's Re-adjustment Act, Utilization of Minority Businesses, the Clean Air Act and Non-Segregated Facilities provisions. Contractor agrees to comply with all federal, state and local safety and health laws, rules, regulations, etc. while on the Authority's premises. The failure to comply as provided herein constitutes a material breach of this Contract.

### **18. Set-Off.**

The Authority shall have the right, at any time, to set-off any amount owing by Contractor to the Authority or any of its affiliated companies against any amount due and owing to Contractor.

### **19. Assignments and Subcontractors.**

Contractor will not assign or transfer this Contract nor subcontract the furnishing of goods, equipment/material or services without the prior written approval of the Authority.

### **20. Accounting Records.**

During the term of this Contract, 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 FAA regulations and negotiated with Contractor, the Authority shall have the right, upon reasonable notice to Contractor, to inspect and audit all of the Contractor's books of account, records, computer data, and other documents, pertaining to payments made or to be made pursuant to this Contract and Contractor shall make all such records, books, computer data 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. Contractor will provide adequate work space and office equipment/material for the audit to be conducted. Contractor will ensure that all subcontracts include this right to audit provisions.

### **21. Disputes and Remedies.**

The rights and remedies provided to the Authority hereunder shall be cumulative and in addition to any other rights and remedies provided by law, equity or otherwise. Nothing contained herein shall be construed to limit the rights and remedies to which the Authority may be entitled to at law, equity or otherwise. Waiver by the Authority of a breach of such provision hereunder by Contractor shall not be deemed a waiver of future compliance and such provision, as well as all other provisions, shall remain in full force and effect. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Ohio and all proceedings with respect to this Contract shall be commenced in a state or federal court in Columbus, Franklin County, Ohio. Additionally, this contract is agreed by the Contractor to be made and performed in the State of Ohio. In any legal proceeding, the Authority is entitled to recover from Contractor reasonable attorneys' fees. If any provision or portion of any provision shall be deemed unenforceable or invalid for any reason whatsoever, this Contract shall be deemed amended to exclude any such provision or portion and the balance of this Contract shall remain in full force and effect.

## **GENERAL AGREEMENT PROVISIONS**

### **22. Business Ethics.**

During the course of pursuing contracts with Authority and while performing contract work in accordance with this agreement, Contractor agrees to avoid any real or apparent impropriety or conflict of interest which could be construed to have an adverse impact on the dealings with the Authority.

Contractor will permit interviews of employees, reviews and audits of accounting or other records by Authority's representative(s) to evaluate compliance with the business ethics' standards. Such review and audits will encompass all dealings and activities of the Contractor's employees, agents, representatives, vendors, subcontractors and other third parties paid by Contractor in their relations with Authority's current or former employees or employee relatives.

Contractor will take reasonable actions to prevent any actions or conditions that could result in a conflict with Authority's best interests. These obligations will apply to the activities of Contractor's employees, agents, subcontractors, etc., in their dealings and relations with Authority's current and former employees and their relatives. For example, Contractor's employees, agents or subcontractors should not make or provide to be made any substantial gifts, extravagant entertainment, trips, or vacations, payments, loans or other consideration to Authority's representatives, employees or their relatives. As a rule, infrequent items costing less than \$25.00 are not considered substantial or extravagant.

Contractor agrees to notify the Authority Fraud Line (1-800-973-7766) within 48 hours of any instance where the Contractor becomes aware of a failure to comply with business ethics standards on the part of the Authority.

### **23. Indemnification.**

Contractor agrees to indemnify, defend and hold harmless the Authority, its Directors, officers, agents and employees, of, from, and against any and all claims and demands which may arise out of or is incidental to the performance of this Contract, including without limitation, claims and demands arising from injury to or death of personnel of the Contractor or the Authority or for damage to the property of the Authority. Loss and damages shall include, without limitation, reasonable attorneys' fees.

The Contractor agrees to hold harmless, indemnify and defend the Authority from and against any and all claims, including all reasonable attorney fees and other expenses of the Authority, for or in connection with, the accident, injury or damage whatsoever caused to

any person or property and arising, directly or indirectly, out of any action or omission of the Contractor or any subcontractor, or their respective officers, partners, agents, employees, licensees, in any and all claims which result from any condition created or maintained by the Contractor or any subcontractor or any of their officers, employees or agents, which condition was not specified to be created or maintained by this Contractor.

Contractor further agrees that it is responsible for and shall indemnify, defend, and hold harmless the Authority for the acts and omissions of the Contractor's employees, associates, consultants, agents or other representatives in performance of this Contract which results in claims or damages to property or injuries or death to persons.

The agreement to hold the Authority, its officers, agents and employees harmless shall not be limited to the limits of liability insurance required under the provisions of this Contract.

### **END OF GENERAL PROVISIONS**



**CONTRACT SPECIFIC PAGES**

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Columbus Regional Airport Authority, acting by and through its President & CEO (hereinafter referred to as the "Authority") and \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as the "Contractor").

**WITNESSETH:**

That the Authority and the Contractor, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken promised and agreed and do hereby undertake, promise and agree, the Authority for itself, its successors and assigns, and the Contractor for its heirs, executors, administrators, successors and assigns, as follows:

**Article I. Scope**

(a) The Contractor, in consideration of the sums of money herein specified to be paid by the Authority to said Contractor, shall and will at its own cost and expense furnish all the labor, materials, supplies, tools and equipment for the basic inspecting and repairing of the exterior lighting, in accordance with the Proposal titled FAC-2017-008 Exterior Lighting Inspections & Repairs and in accordance with the Special Provisions, Plans and Specifications, which documents with the Advertisement, Proposal, Affidavits, Bond, and General contract Provisions (the Contract Documents), are hereby made a part of this agreement, all of said work to be fully completed to the satisfaction of the Authority.

**Article II. Time**

- (a) The effective date of this Contract shall be January 1, 2018.
- (b) The Contract term shall be three (3) years – ending date of December 31, 2021.
- (c) CRAA will reserve the right to extend this agreement for two (2); one (1) year terms.
- (d) The Pricing in Appendix A shall remain firm for the duration of this agreement.

**Article III. Invoicing and Payment**

(a) The Contractor shall provide correct invoices in a timely manner. Unless directed otherwise in the contract documents all invoices shall be submitted to [accountspayable@columbusairports.com](mailto:accountspayable@columbusairports.com) or Columbus Regional Airport Authority, Accounts Payable Department, 4600 International Gateway, Columbus, OH 43219. The Authority shall not be responsible for payment of any invoice received more than one year after the service or item delivery was completed.

(b) Subject to additions and deductions by Change Order and quantities actually provided, the Authority shall pay the Contractor in the manner and at such times as set forth in the Contract Documents, in accordance with the Master Ordering Agreement.

(c) The Authority shall make payment for the service within thirty (30) calendar days after receiving the required service in a condition satisfactory to the Authority and receiving a correct invoice.

**Article IV. Equal Opportunity Clause**

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, ancestry or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, ancestry or national origin. Such action shall include, but not be limited

to, the following: employment, upgrading, demotion or termination; rates of pay or other forms of compensation; and selection for training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that the Contractor is an Equal Opportunity Employer.

(c) It is the policy of the Authority that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the Authority.

(d) The Contractor shall permit access to any relevant and pertinent reports and documents by the Authority for the purpose of verifying compliance with this Article. All such materials provided to the Authority by the Contractor shall be considered confidential.

(e) The Contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The Contractor will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

(f) Failure or refusal of the Contractor or a subcontractor to comply with these Equal Opportunity Provisions may result in cancellation of this Contract or any other action prescribed or allowable under law.

#### Article V. Compliance

(a) If the Contractor fails to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Authority may avail itself of any or all remedies generally and specifically provided and shall have the right and power to proceed in accordance with the provisions thereof.

(b) THE CONTRACTOR HEREBY AGREES TO HOLD THE AUTHORITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS, EXPENSES, JUDGMENTS OR DECREES, RESULTING FROM ANY OPERATIONS OF SAID CONTRACTOR HIS SUBCONTRACTORS, AGENTS OR EMPLOYEES.

IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hands and seals and have executed this Agreement, in quadruplicate, the day and year first above written.

Contractor: \_\_\_\_\_ The Columbus Regional Airport Authority

By\*: \_\_\_\_\_ By: \_\_\_\_\_  
Name of Authorized Signer Elaine Roberts, President & CEO

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

\_\_\_\_\_  
Title

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

Contractor is a (check one): \_\_\_\_\_ Corporation; \_\_\_\_\_ Partnership;  
\_\_\_\_\_ Sole Proprietorship; \_\_\_\_\_ Individual

\*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.

**END OF CONTRACT SIGNATURE PAGES**

**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 he is  
(AFFIANT)

\_\_\_\_\_ 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 is  
(COUNTY) (STATE)

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

**DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**

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

\_\_\_\_\_ charged with delinquent personal property taxes on the General (was) (was not)

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 &amp; Interest</u>	<u>County</u>
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____

\_\_\_\_\_  
(AFFIANT)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

SEAL

\_\_\_\_\_  
Notary Public

**VENDOR SETUP FORM**

**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  OR Vendor Change

*\*This form must be filled in **completely**, otherwise it will be subject to **denial**. Along with this form, please submit the **ACH Enrollment** form. For questions, contact Shane Gill at 614-239-3197.*

**Section 1. To be completed by CRAA Requestor**

<b>Vendor Name:</b> _____	<b>Remit To Address:</b> (Mailing address for payments in Nexstep.)
Local/Other Address _____	Street Address/PO _____
City, State, Zip _____	City, State, Zip _____
Phone # _____	Phone # _____
Fax # _____	Fax # _____
E-Mail Address _____	E-Mail Address _____
Contact Name _____	Principal Name _____
Type of Business _____	( Check One):
Years in business _____	Sole Proprietor <input type="checkbox"/>
Number of employees _____	Partnership <input type="checkbox"/>
Estimated Usage per year \$ _____	Corporation <input type="checkbox"/>
Are you a certified DBE- Yes <input type="checkbox"/>	Other <input type="checkbox"/>
(Disadvantaged Business No Enterprise)? <input type="checkbox"/>	
(If yes, is certification letter attached?) _____	
	<b>*CRAA Requestor/Division</b> _____

**For Internal Use Only**

**Section 2. To be completed by the CRAA's Office of Contracts & Procurement (OCP)**

PV Number in Nexstep _____	Requestor/Dept. _____	Date Received _____
Type of Referencing (Check one)	<input type="checkbox"/> Industry Leader <input type="checkbox"/> Site Visit <input type="checkbox"/> Third Party Reference-BBB <input type="checkbox"/> Internet Research-WEB <input type="checkbox"/> Financial Statements-W-9 <input type="checkbox"/> Other	Exempt from W-9 Yes No (Circle one) Reason for exemption: Damage claim _____ Employee Award _____ CRAA Employee _____ Real Estate Transaction _____ Government _____
COMMENTS: _____		
Skip Nexstep Approval Routing <input type="checkbox"/> (Not ready to setup PO)	Approved _____ (Check one)	Denied _____
OCP Authority _____	If denied, reason _____	Date _____

**Section 3. To be completed by Accounting**

Date Received _____	<b>Vendor Number Assigned</b> <input type="text"/>
Is W-9 attached? Yes No (Circle one)	
Is ACH form attached? Yes No (Circle one)	
Accounting Signature _____	Date _____

**Routing Schedule:**  
**Section 1. CRAA Requestor**  
**Section 2. Procurement (Shane Gill)**  
**Section 3. Accounting (Morgan Joeright)**

REV 6-14-13

**VENDOR/ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM**



<b>VENDOR/ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM</b>	
ENROLLMENT <input checked="" type="checkbox"/>	(Type of transmission format-CCD)
CHANGE FORM <input checked="" type="checkbox"/>	* New vendors- this form must be completed
<b>* ALL INFORMATION IS REQUIRED, UNLESS OTHERWISE SPECIFIED; PLEASE PRINT *</b>	
COMPANY NAME: <input style="width: 60%;" type="text"/>	Vendor #: <input style="width: 20%;" type="text"/> <i>(CRAA will provide)</i>
COMPANY ADDRESS: <input style="width: 60%;" type="text"/> <input style="width: 60%;" type="text"/> <input style="width: 60%;" type="text"/>	
VENDOR TAX ID NUMBER: <input style="width: 20%;" type="text"/>	<i>IMPORTANT: Please Attach W-9 (WB-BEN)</i>
PRIMARY CONTACT NAME: <input style="width: 40%;" type="text"/>	TITLE: <input style="width: 40%;" type="text"/>
DIRECT TELEPHONE #: <input style="width: 60%;" type="text"/>	
PRIMARY EMAIL FOR REMITTANCES: <input style="width: 60%;" type="text"/>	
BANK NAME: <input style="width: 60%;" type="text"/>	
BANK ACCOUNT #: <input style="width: 40%;" type="text"/>	BANK PHONE #: <input style="width: 20%;" type="text"/>
BANK ROUTING #: <input style="width: 40%;" type="text"/>	<i>(9 digit number)</i> <input type="checkbox"/> Checking <input type="checkbox"/> Savings
NAME ON THE BANKING ACCOUNT: <input style="width: 60%;" type="text"/>	
BANK CONTACT NAME: <input style="width: 60%;" type="text"/>	
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 <b>Columbus Regional Airport Authority</b> to electronically deposit payments to the above designated bank account.	
Authorized Signature _____	Date <input style="width: 20%;" type="text"/>
Title <input style="width: 40%;" type="text"/>	Telephone <input style="width: 20%;" type="text"/>
*Please send completed form to <a href="mailto:ACCOUNTSPAYABLE@COLUMBUSAIRPORTS.COM">ACCOUNTSPAYABLE@COLUMBUSAIRPORTS.COM</a> OR FAX TO 866-611-3758*	
For CRAA Use:	
DATE RECEIVED: <input style="width: 20%;" type="text"/>	ENTERED BY: <input style="width: 20%;" type="text"/>
DATE ENTERED: <input style="width: 20%;" type="text"/>	CONFIRMATION: <input style="width: 20%;" type="text"/>

INSERT CONTRACTOR'S W-9 FORM AND APPROPRIATE INSURANCE

GO TO

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

FOR CURRENT W-9 FORM