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MUST BE SUBMITTED



COLUMBUS
REGIONAL AIRPORT AUTHORITY

REQUEST FOR PROPOSALS (RFP) #TS-2017-004

**ENTERPRISE RESOURCE PLANNING (ERP)
ASSESSMENT SERVICES**

Title

Technology Services
CRAA Division

Response Due Date and Time:

DECEMBER 19, 2017 at 2:00 PM EDT

Response Submitted By:

Company Name

Street Address

City

State

Zip

Federal I.D. #

Certified DBP (Disadvantaged Business Partner)?

Yes _____ No _____

Contact Person:

Phone:

Fax:

E-Mail Address:

Website:

**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) #TS-2017-004
Enterprise Resource Planning (ERP) Assessment Services**

*This Solicitation consists of a Request for Proposals and
Draft Professional Services Agreement.*

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SOLICITATION NOTICE

Request for Proposals (RFP) #TS-2017-004 Enterprise Resource Planning (ERP) Assessment Services

Sealed responses will be received by the Columbus Regional Airport Authority ("Authority" or "CRAA") at its offices located at 4600 International Gateway, Authority Administration offices, Baggage Claim Level, John Glenn Columbus International Airport Terminal, Columbus, Ohio 43219 until December 19, 2017, at 2:00 PM EDT, for the Enterprise Resource Planning (ERP) Assessment Services RFP #TS-2017-004.

The solicitation document is posted on the Authority's website www.columbusairports.com, and may be printed from the website. Please note that any addenda issued will be posted to the Authority's website www.columbusairports.com ONLY. Respondents are responsible for obtaining addenda.

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

The Authority is not responsible for late mail or late deliveries. Responses received after the due date and time shall be returned to the proposer at the proposer's 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 of receipt shall be retained on file.

Note: All responses shall be received as one (1) original hard copy with one (1) electronic copy (CD or flash drive) in sealed envelopes that are marked as:

CRAA - OFFICE OF CONTRACTS AND PROCUREMENT

RE: Enterprise Resource Planning (ERP) Assessment Services RFP #TS-2017-004

C/O ADMINISTRATION OFFICES

4600 INTERNATIONAL GATEWAY

COLUMBUS, OH 43219

DUE: DECEMBER 19, 2017 at 2:00 PM EDT

NO facsimile, email or other form of response 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 may be recognized as a Disadvantaged Business Enterprise (DBE); 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/Agreement in accordance with the goals established by the Authority. For questions regarding the DBP Program, contact Karmin Bailey, Business Diversity Manager, 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 proposers that it will affirmatively ensure that any contract/agreement 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: CRAAProcurement@columbusairports.com. The cutoff date for all questions is December 13, 2017 at 12:00 PM EDT. Questions received after this date and time will not be answered.

(CONTINUED NEXT PAGE)

SOLICITATION NOTICE (CONTINUED)

**Request for Proposals (RFP) #TS-2017-004
Enterprise Resource Planning (ERP) Assessment Services**

SCHEDULE OF KEY MILESTONE EVENTS

DATES

NOVEMBER 17, 2017
DECEMBER 13, 2017 @ 12:00 PM EDT
DECEMBER 19, 2017 @ 2:00 PM EDT
JANUARY 22 – 26, 2018
FEBRUARY 5, 2018
FEBRUARY 7, 2018
MARCH 26, 2018

DESCRIPTIONS

RFP RELEASE DATE
QUESTION CUTOFF DATE/TIME
RESPONSE DUE DATE/TIME
VENDOR PRESENTATIONS (IF NEEDED)*
EVALUATION COMPLETE*
RECOMMENDATION AND APPROVAL*
MASTER AGREEMENT EXECUTION*

*DATES SUBJECT TO CHANGE

INFORMATION FOR PROPOSERS: REQUIREMENTS AND CONDITIONS

1. TERMS OR SPECIAL CONDITIONS

Terms or special conditions included in the technical specifications of the RFP and the Professional Technology 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 posted on the CRAA website not less than three (3) working days prior to the scheduled RFP due date. All potential proposers shall be responsible for retrieving any addenda. Total RFP inquiry, postponement, or cancellation addenda may be posted to the website 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 an 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

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 a 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 may be given to, but not limited to, the following: (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.

INFORMATION FOR PROPOSERS: REQUIREMENTS AND CONDITIONS

8. SUBCONSULTANTS

If applicable, a proposer's proposed subconsultants shall also be a basis for evaluating responses. The Authority reserves the right to review information regarding all subconsultants proposed. The Authority reserves the right to reject any or all proposed subconsultant(s) listed in the proposal before the agreement is awarded. Upon agreement award, Consultant 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 subconsultant if: (a) the subconsultant's performance has been unsatisfactory in the Authority's sole discretion, (b) there have been any misrepresentations by or concerning the subconsultant, or (c) any security concerns arise.

No subconsultants shall be replaced by another without the written consent of the Authority. If the Authority notifies Consultant of its determination that the continued assignment of any one or more of the people (including subconsultants) assigned by Consultant to provide the Services is not in the Authority's best interests, Consultant 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 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 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 successful Proposer to whom an 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 a response as "All or None", or with specific combinations of services, the Proposer shall state such conditions in the 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 Consultant payments. The selected Consultant 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 selected Consultant 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 Consultant does so solely at its own risk and the Authority will not incur any liability from the Consultant'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

INFORMATION FOR PROPOSERS: REQUIREMENTS AND CONDITIONS

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 when notified of the award by CRAA. 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 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 company is other than the president, an affidavit or a resolution of the company's Board of Directors showing the authority of that person to bind the company must be furnished.

19. PUBLICATIONS

The selected Consultant agrees to submit to the Authority's contact person 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 Consultant 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

INFORMATION FOR PROPOSERS: REQUIREMENTS AND CONDITIONS

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 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 the CRAA has started developing specifications or scope of work for any solicitation regardless of whether the solicitation will be posted on CRAA's 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 an award is made and negotiations are successfully concluded, the award and agreement information may be posted on the CRAA website, 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:

Katie Heisler, IT Contracts and Procurement Specialist
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 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 a meeting or teleconference 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 finalized and/or posted to the CRAA website.

END OF INFORMATION FOR PROPOSERS

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

RFP Title: _____

Consultant _____ being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing proposal; that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal 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 proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that said proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal Price of said proposer or any other proposer, or to fix any overhead, profit or cost element of such Proposal 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 proposal are true; and, further, that said proposer has not, directly or indirectly, submitted his Proposal 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

RFP SPECIFICATIONS/REQUIREMENTS

1.0 SCOPE AND BACKGROUND

1.1 OVERVIEW

The Columbus Regional Airport Authority, hereafter referred to as the "Authority" or "CRAA", intends to establish a Professional Agreement with a firm to provide a comprehensive Enterprise Resource Planning (ERP) Assessment within the CRAA organization.

CRAA will provide the selected Consultant information regarding what ERP functions and systems are currently within the CRAA IT infrastructure. CRAA will work collaboratively with the selected Consultant to develop: a shared vision for future ERP wants and needs; strategies for determining priorities for potential ERP functions/components; and organizational/technical support requirements for ongoing operations of a selected ERP solution.

A draft Professional Services Agreement is attached to this RFP, however CRAA is open to leveraging existing cooperative contracts, if available from the selected Consultant.

1.2 BACKGROUND/CURRENT STATE

CRAA is a Port Authority with 24x7x365 operations at three (3) Central Ohio airports: John Glenn Columbus International Airport (CMH); Rickenbacker International Airport (LCK); and Bolton Field Airport (TZR).

The current applications landscape for the CRAA consists of mostly siloed applications, each providing specific functionality that meets the needs of CRAA business units. Many of these applications are managed by the CRAA Enterprise Software team in collaboration with vendors.

Microsoft Dynamics NAV 2013 R2 ("NAV") is currently deployed as the financial ERP system at CRAA. NAV provides core functions for CRAA's finance and accounting processes. NAV incorporates add-on products for Asset Management (The Asset Guardian, "TAG"); Shipping, Receiving, and Inventory (Lanham); and Grant Management (Serenic Navigator). CRAA partners with a 3rd party integrator for maintenance, support and licensing of NAV. NAV is also highly integrated with Oracle's Primavera Contract Manager (PCM) and Primavera P6. See attached Exhibit C: CRAA ERP Data Flow for additional current-state information.

CRAA is in the process of implementing an enterprise Talent Management Solution (TMS) that will provide the following core functionality:

- Recruiting
- On-boarding
- Learning & Content Management
- Performance Management
- Compensation Management
- Succession planning
- Off-boarding

Integration of the TMS with other current key applications is unknown at this time. The goal state is for key modules of the new TMS to be integrated to allow for efficiencies.

CRAA is also in the process of selecting a cloud-based property management application, with an estimated go-live date around mid-2018.

Current CRAA "ERP Ecosystem":

SOFTWARE	FUNCTIONS	VERSION
Kronos	Payroll and Benefits: Timekeeping, Attendance & Leave, Human Resources, Payroll modules	8.0.12
Prophix	Operating and personnel budgeting	11.5.131.0
Microsoft Dynamics NAV	Purchasing, payment/reimbursement, financial functions	2013 R2
• Microsoft Dynamics NAV – The Asset Guardian (TAG)	Asset registry, equipment and work order tracking	
• Microsoft Dynamics NAV – Lanham	Shipping, Receiving, and Inventory	
• Microsoft Dynamics NAV – Serenic Navigator	Grant Management	
Concur	Travel and expense reimbursement	Cloud
Primavera P6	Scheduling	7.0
Primavera Contract Manager	Project Management	13.1
Microsoft Office 2013	Outlook, Email, Excel, PowerPoint, Project	2013
Microsoft SharePoint 2013	Document management, intranet functions	2013
Microsoft Internet Explorer	Web browser	11
Microsoft Edge	Web browser	
Planned additions to ERP Ecosystem		
Talent Management Solution (TMS)	Recruiting, On-boarding, Off-boarding, Learning & Content Management, Performance Management, Succession planning, and <i>possibly</i> Compensation Management	
To Be Determined (TBD)	Real Estate Management	TBD

1.3 SCOPE

CRAA is requesting proposals from qualified proposers to conduct an assessment of CRAA business processes, systems and needs, and provide resulting ERP strategy recommendations. The analysis and recommendations must contemplate and address the following:

- Assess whether a comprehensive ERP solution is the right solution for CRAA, or whether multiple software packages/applications are a better fit for CRAA instead.
- Prioritize ERP functions and assess which CRAA Business Units and/or CRAA software functions are appropriate to be considered "in scope" for a future CRAA ERP ecosystem, and what functions/applications should not be part of the core recommended ERP solution. Include supporting rationale for both "in scope" and "out of scope" final recommendations.
- Identify CRAA applications that would be replaced and/or enhanced by an ERP.
- Confirm whether Microsoft Dynamics NAV and each NAV plug-in component can meet the future needs of CRAA.
- Identify risks to CRAA if a single-provider ERP or multiple provider integrated "ERP suite" is implemented.
- Identify CRAA's expected costs of ERP implementation and ongoing support.
- Identify and recommend skill levels and CRAA staff and/or future contractor role(s) or capacities needed for ongoing ERP support.
- Recommend currently available ERP systems that would meet the overall needs of CRAA for next 5 years and then 6-10 years.
- Provide a recommended ERP implementation strategy for CRAA, including next steps and identification of supporting projects needed to prepare for an ERP implementation.

- Identify how the strategic business plans align with the ERP strategy.
- Confirm the return on investment CRAA should anticipate receiving following an ERP implementation, including targeted timeframe.

The broad scope of departments and business functions being evaluated for the ERP Strategy is reflected below in Exhibit D: CRAA ERP Environment.

It is the intent of these specifications to describe services which are currently available. CRAA expects that the services proposed in response to this RFP are available as of the date that the responses are due. Proposers must explain any exception. The following specifications are the minimum specifications for the Authority's needs in safety, quality, performance, and standardization.

2.0 APPLICABLE PUBLICATIONS AND STANDARDS

Not applicable.

3.0 REQUIREMENTS OF CONSULTANT*

***NOTE:** Mandatory Requirements are those CRAA requirements which include the word(s): "must", and/or "shall", and/or "will". Preferred Requirements are those CRAA requirements which include the word(s): "should", and/or "may", and/or "prefers".

3.1 QUALIFICATIONS AND EXPERIENCE

3.1.1 Proposer must demonstrate experience performing the Services. Proposal must include professional reference contact information for at least three (3) references of similar size and scope of CRAA for whom Proposer has provided this Service within the past five (5) years. Include the following contact information:

- Client Company Name
- Client Company Address
- Contract Title
- Client Contact Name
- Client Contact phone/email
- Scope of Services

3.1.2 Proposal must describe Proposer's experience in providing a brand- and solution-neutral approach for ERP assessments.

3.1.2.1 Proposer must certify that it is not a reseller for a specific ERP solution(s).

3.1.3 Proposal must state whether the Proposer has, after providing ERP Assessment services, also assisted a customer(s) with ERP purchase and implementation processes.

3.1.3.1 If Proposer has ever implemented a solution(s) that is not a fully integrated, comprehensive software solution, that particular project(s) should be described within the proposal.

3.1.4 Proposal should describe any competitive advantage Proposer has which sets Proposer apart from other competitors.

3.2 ASSESSMENT AND RECOMMENDATION REQUIREMENTS

Proposal must describe in detail **whether** and **how** the following requirements can be met:

3.2.1 Selected Contractor shall perform a comprehensive evaluation of designated CRAA work groups and applications (see Exhibit D: CRAA ERP Environment) to confirm whether a justification for purchasing an ERP solution exists, including:

- 3.2.1.1 Business capability modeling.
- 3.2.1.2 Capture the business needs, i.e. Needs (“must haves”) versus Wants (“nice-to-haves”). Proposal must describe the proposed approach that would be used to accomplish this (e.g. workshops with CRAA staff, interviews, surveys, etc.).
- 3.2.1.3 Provide an analysis of current CRAA applications, as provided in Exhibit D: CRAA ERP Environment, and define applications and/or processes that should – based on current best practices – be in scope or out of scope for a future CRAA ERP “solution” (one provider or multiple providers of software).
- 3.2.1.4 Perform a gap analysis of Microsoft Dynamics NAV versus the CRAA’s current and future business needs for the next 10 years.
- 3.2.1.5 Research the marketplace for currently available ERP solutions that meet CRAA’s overall needs, and benchmark what ERP approaches are being used by other airports of similar sizes to CMH and other airport authorities comparable to CRAA.
- 3.2.1.6 Assess and define the business case for, or against, a CRAA ERP solution, including but not limited to the following topics:
 - Risks to CRAA if an ERP is implemented.
 - Return on investment CRAA should anticipate receiving following an ERP implementation, including targeted timeframe.
 - CRAA’s expected costs of ERP implementation and ongoing support.
 - Anticipated timeline and deployment progression for replacement ERP implementation.
- 3.2.1.7 Provide a recommended ERP implementation strategy for CRAA, including identifying the work groups and applications recommended for inclusion in an ERP; next steps; and identification of supporting projects needed to prepare for an ERP implementation. Proposal must describe the approach Proposer would use to refine gathered information and recommendations into such an ERP implementation strategy.
 - 3.2.1.7.1 Provide analysis of resources required to support the ERP Implementation strategy.
 - 3.2.1.7.2 Identify current resources, and provide gap analysis on resources required to support an ERP implementation.
 - 3.2.1.7.3 Final recommendation of strategy must be in the form of a final written report submitted to CRAA, **as well as** a presentation to review the final recommendation/strategy with CRAA leadership. CRAA prefers the presentation to CRAA leadership be in person, however a virtual presentation would be acceptable.
- 3.2.2 Proposal must describe the Proposer’s assessment process(es), including but not limited to: activities, timing, duration, required CRAA resources, expected impact on CRAA, and outcomes/outputs of said assessment. CRAA may require a Non-Disclosure Agreement to be executed with the selected

Consultant after award.

3.2.2.1 Proposal should include sample artifacts (redacted if necessary) used by Proposer in conducting ERP assessment processes (e.g. surveys, questionnaires, project management tools, final reports, etc.).

3.2.3 Proposal must include a project-based fixed-fee price with a **proposed** schedule/project plan encompassing all anticipated phases of the project (e.g. planning and preparation, scheduling, interviews, documentation delivery, etc.). The planned Statement of Work must identify project milestones, and any assumptions supporting the proposed schedule/project plan.

3.2.3.1 Include a Resource Plan identifying resources required (including Consultant's resources, sub-contracted staff, CRAA staff resources, etc.), their expected roles and responsibilities, whether resources and/or work will be remote or local, and any expected impact on CRAA. Proposers shall include percentage of time resources will be allocated to this project.

3.2.3.2 Include a project Communication Plan addressing project team updates, organization updates, strategic planning updates, process documentation approach, etc. Communication Plan must allow for, minimally:

3.2.3.2.1 Collaboration with CRAA Project Manager to establish status meetings that include the selected Consultant's Point Of Contact ("POC"), CRAA Project Manager, and other project team members (e.g. CRAA Project Sponsor), as applicable.

3.2.3.2.2 Collaboration with CRAA Project Manager to establish recurring status report schedule/format. Status report must document Project status, risks, identify tasks not on schedule, report problems, and specify how and when problems will be solved.

3.2.3.3 Upon finalization of the proposed services Statement of Work by both parties, selected Consultant's POC or Project Manager will collaborate with the CRAA Project Manager to confirm one (1) comprehensive, final Project Plan, to be maintained and updated throughout the project.

3.2.3.4 Documentation requirements: selected Consultant shall provide all documentation and/or reports in an electronic, editable format.

3.3 PROFESSIONAL SERVICES

3.3.1 Proposal must include descriptions of Proposer's available professional services staff roles, tiers, and associated pricing, in consideration of potential future work at CRAA. See RFP Exhibit B: Price Proposal Checklist.

3.4 CRAA RESOURCES

3.4.1 CRAA will provide necessary documentation of the current systems and/or processes to the selected Consultant as defined in the agreed-upon Project Plan and Statement of Work between the CRAA and Consultant.

3.4.2 CRAA will provide staff resources for the project as defined in the agreed-upon Project Plan and Statement of Work between the CRAA and Consultant.

3.4.3 CRAA will provide information that is accurate and timely.

4.0 EVALUATION CRITERIA

The CRAA Evaluation Team representatives shall review and rank all proposals received according to the weighted evaluation criteria noted in this section (see “CRAA Evaluator Score Sheet” below). If required to advance the decision-making process, the CRAA shall have the right to request interviews and/or presentations regarding the proposed Services. The CRAA may request this information from all or just the highest-ranked proposer(s). In the event that any stated Mandatory Requirements can only be met through exceptions or workarounds, the proposal evaluation scoring may be downgraded by the CRAA Evaluation Team.

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

CRAA Evaluator Score Sheet:

Criterion & Measures	Weight	Points	Score
4.1 Quality and feasibility of the proposed Services. Do the proposed Services satisfy the requirements and any other related needs as described herein?	30%	300	Section Score
4.2 Experience and past performance. Has the Proposer successfully performed for previous clients?	30%	300	Section Score
4.3 Ability and Capacity of the Proposer. Do the personnel performing the work have the necessary skills, knowledge and experience to satisfy the requirements? Are the required resources available to ensure a successful agreement based on the current workload of the Proposer, including but not limited to financial resources and company commitments?	30%	300	Section Score
4.4 Price. The price options of the proposed Services.	10%	100	Section Score
Total Score (out of 1,000)			=

5.0 PROPOSAL SUBMITTAL REQUIREMENTS

- 5.1 Submission of Response and Copies. One (1) marked original, one (1) electronic copy (CD or flash drive) of the response to this RFP shall be submitted prior to the due date and time.
- 5.2 Response Instructions. RFP responses (i.e. proposals) are to be organized and submitted in accordance with the instructions in this section. Responses should be organized into tabbed sections, and be as concise as possible. **Do not submit marketing materials, nor any information not pertinent to the subject RFP.**
- 5.3 Transmittal Letter and signed Non-Collusion Affidavit. A signed Non-Collusion Affidavit and a Transmittal Letter on the Proposer's letterhead shall be submitted in this tabbed section. The Transmittal letter shall include but not be limited to the following information:
 - 5.3.1 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.
 - 5.3.2 A statement that the Proposer's response (including the resources represented therein) is valid for one hundred eighty (180) days.
 - 5.3.3 A statement affirming compliance with the CRAA's terms and conditions within the attached Draft Professional Services Agreement ("Agreement"), **OR** a statement noting a cooperative Contract held by the Proposer, which the CRAA may leverage for purchases instead.
 - 5.3.4 A statement indicating this entire RFP document is included in the Proposer's response by reference.
 - 5.3.5 Identify all material enclosures submitted in response to this RFP.
 - 5.3.6 The signature of a person authorized to legally bind the Proposer to the extent of work and financial obligation included in the proposal.
- 5.4 Quality and feasibility of the proposed services (Evaluation Criteria 4.1). Information submitted in the response for this tabbed section shall include:
 - 5.4.1 A narrative description demonstrating: the Proposer's understanding of the need; quality and feasibility of proposed Services; compliance with requirements provided to best suit the needs of the Authority; adequate resources proposed to meet the needs of the Authority, from RFP award throughout the Agreement term. Include the Proposer's anticipated schedule from award through performance of the Services.
 - 5.4.2 A completed Requirements Compliance Checklist (RFP Exhibit A). If Proposer answers "NO" to any requirements, an explanation should be given (add lines if needed, but maintain provided format of Exhibit A).
 - 5.4.3 Copies of any proposed alternate contracting options (i.e. cooperative contracts), if applicable.
 - 5.4.4 Fully address RFP Requirements Section **3.2**.
- 5.5 Experience and Past Performance (Evaluation Criteria 4.2). Information submitted in the response for this tabbed section shall fully address RFP Requirements

Section 3.1. PROPOSERS MUST LIMIT THIS SECTION TO INCLUDE NO MORE THAN TWO (2) DOUBLE-SIDED PAGES IN THE RESPONSE.

5.6 Ability and Capacity of the Proposer (Evaluation Criteria 4.3). Information submitted in the response for this tabbed section shall fully address RFP Requirements Section **3.2.3**.

5.7 Price options of the proposed Solution(s) (Evaluation Criteria 4.4). Information submitted in the response for this tabbed section shall include:

5.7.1 A line-item breakdown of all costs to provide all contemplated services (see RFP Exhibit B: Price Proposal Checklist for guidance) including, but not limited to:

- assessment costs;
- documentation costs (if separate from assessment costs);
- estimated travel costs (if applicable);
- professional services hourly rates by role and/or tier;
- optional/alternate proposed services recommended.

5.7.2 Any additional clarifications to the Exhibit B: Price Proposal Checklist must be attached behind said Exhibit B in this tabbed Section of the Proposal. CRAA will not be responsible for any costs not identified by the Proposer.

6.0 NOTES

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

6.2 Failure to provide any submission requirement or any other required data, etc., may be cause for rejection of the Proposal.

6.3 **Insurance requirements** specific to this solicitation are as follows:

Comprehensive General Liability (CGL)	\$1,000,000 per occurrence. Consultant must maintain CGL coverage. CGL insurance must be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage.
Worker's Compensation	Consultant must maintain workers compensation coverage meeting the statutory requirements of the State of Ohio.
Employer's Liability	Consultant 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	State minimum requirements.
Professional Liability (Errors & Omissions)	\$1,000,000 per occurrence.

EXHIBIT A: REQUIREMENTS COMPLIANCE CHECKLIST

PROPOSAL
COMPLIES/
MEETS/
ACKNOWLEDGES?

YES

NO

3.0 REQUIREMENTS OF CONSULTANT

3.1	QUALIFICATIONS AND EXPERIENCE		
3.1.1	<p>Proposer must demonstrate experience performing the Services. Proposal must include professional reference contact information for at least three (3) references of similar size and scope of CRAA for whom Proposer has provided this Service within the past five (5) years. Include the following contact information:</p> <ul style="list-style-type: none"> • Client Company Name • Client Company Address • Contract Title • Client Contact Name • Client Contact phone/email • Scope of Services 		
3.1.2	Proposal must describe Proposer’s experience in providing a brand- and solution-neutral approach for ERP assessments.		
3.1.2.1	Proposer must certify that it is not a reseller for a specific ERP solution(s).		
3.1.3	Proposal must state whether the Proposer has, after providing ERP Assessment services, also assisted a customer(s) with ERP purchase and implementation processes.		
3.1.3.1	If Proposer has ever implemented a solution(s) that is not a fully integrated, comprehensive software solution, that particular project(s) should be described within the proposal.		
3.1.4	Proposal should describe any competitive advantage Proposer has which sets Proposer apart from other competitors.		
3.2	ASSESSMENT AND RECOMMENDATION REQUIREMENTS		
3.2.1	Selected Contractor shall perform a comprehensive evaluation of designated CRAA work groups and applications (see Exhibit D: CRAA ERP Environment) to confirm whether a justification for purchasing an ERP solution exists, including:		
3.2.1.1	Business capability modeling.		
3.2.1.2	Capture the business needs, i.e. Needs (“must haves”) versus Wants (“nice-to-haves”). Proposal must describe the proposed approach that would be used to accomplish this (e.g. workshops with CRAA staff, interviews, surveys, etc.).		
3.2.1.3	Provide an analysis of current CRAA applications, as provided in Exhibit D: CRAA ERP Environment, and define applications and/or processes that should – based on current best practices – be in scope or out of scope for a future CRAA ERP “solution” (one provider or multiple providers of software).		

EXHIBIT A: REQUIREMENTS COMPLIANCE CHECKLIST

PROPOSAL
COMPLIES/
MEETS/
ACKNOWLEDGES?

YES

NO

		YES	NO
3.2.1.4	Perform a gap analysis of Microsoft Dynamics NAV versus the CRAA's current and future business needs for the next 10 years.		
3.2.1.5	Research the marketplace for currently available ERP solutions that meet CRAA's overall needs, and benchmark what ERP approaches are being used by other airports of similar sizes to CMH and other airport authorities comparable to CRAA.		
3.2.1.6	Assess and define the business case for, or against, a CRAA ERP solution, including but not limited to the following topics: <ul style="list-style-type: none"> • Risks to CRAA if an ERP is implemented. • Return on investment CRAA should anticipate receiving following an ERP implementation, including targeted timeframe. • CRAA's expected costs of ERP implementation and ongoing support. • Anticipated timeline and deployment progression for replacement ERP implementation. 		
3.2.1.7	Provide a recommended ERP implementation strategy for CRAA, including identifying the work groups and applications recommended for inclusion in an ERP; next steps; and identification of supporting projects needed to prepare for an ERP implementation. Proposal must describe the approach Proposer would use to refine gathered information and recommendations into such an ERP implementation strategy.		
3.2.1.7.1	Provide analysis of resources required to support the ERP Implementation strategy.		
3.2.1.7.2	Identify current resources, and provide gap analysis on resources required to support an ERP implementation.		
3.2.1.7.3	Final recommendation of strategy must be in the form of a final written report submitted to CRAA, as well as a presentation to review the final recommendation/strategy with CRAA leadership. CRAA prefers the presentation to CRAA leadership be in person, however a virtual presentation would be acceptable.		
3.2.2	Proposal must describe the Proposer's assessment process(es), including but not limited to: activities, timing, duration, required CRAA resources, expected impact on CRAA, and outcomes/outputs of said assessment. CRAA may require a Non-Disclosure Agreement to be executed with the selected Consultant after award.		
3.2.2.1	Proposal should include sample artifacts (redacted if necessary) used by Proposer in conducting ERP assessment processes (e.g. surveys, questionnaires, project management tools, final reports, etc.).		
3.2.3	Proposal must include a project-based fixed-fee price with a proposed schedule/project plan encompassing all anticipated phases of the project (e.g. planning and preparation, scheduling, interviews, documentation delivery, etc.). The planned Statement of Work must identify project milestones, and any assumptions supporting the proposed schedule/project plan.		

EXHIBIT A: REQUIREMENTS COMPLIANCE CHECKLIST

**PROPOSAL
COMPLIES/
MEETS/
ACKNOWLEDGES?**

YES

NO

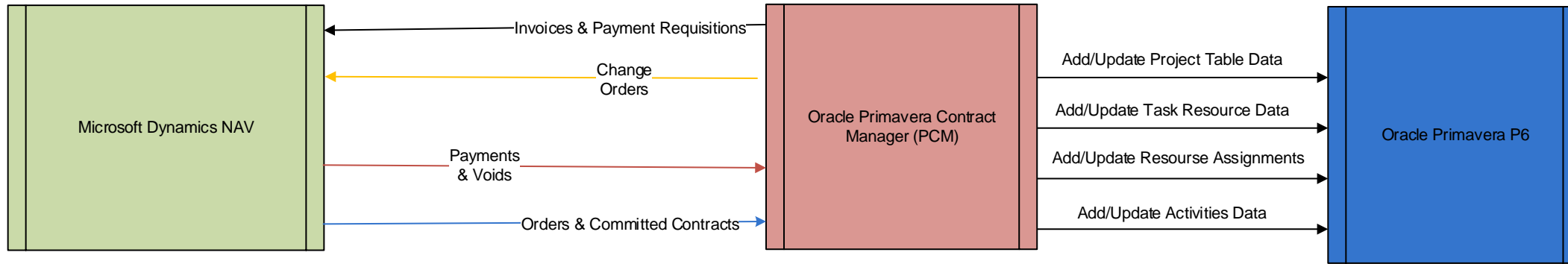
3.2.3.1	Include a Resource Plan identifying resources required (including Consultant’s resources, sub-contracted staff, CRAA staff resources, etc.), their expected roles and responsibilities, whether resources and/or work will be remote or local, and any expected impact on CRAA. Proposers shall include percentage of time resources will be allocated to this project.		
3.2.3.2	Include a project Communication Plan addressing project team updates, organization updates, strategic planning updates, process documentation approach, etc. Communication Plan must allow for, minimally:		
3.2.3.2.1	Collaboration with CRAA Project Manager to establish status meetings that include the selected Consultant’s Point Of Contact (“POC”), CRAA Project Manager, and other project team members (e.g. CRAA Project Sponsor), as applicable.		
3.2.3.2.2	Collaboration with CRAA Project Manager to establish recurring status report schedule/format. Status report must document Project status, risks, identify tasks not on schedule, report problems, and specify how and when problems will be solved.		
3.2.3.3	Upon finalization of the proposed services Statement of Work by both parties, selected Consultant’s POC or Project Manager will collaborate with the CRAA Project Manager to confirm one (1) comprehensive, final Project Plan, to be maintained and updated throughout the project.		
3.2.3.4	Documentation requirements: selected Consultant shall provide all documentation and/or reports in an electronic, editable format.		
3.3	PROFESSIONAL SERVICES		
3.3.1	Proposal must include descriptions of Proposer’s available professional services staff roles, tiers, and associated pricing, in consideration of potential future work at CRAA. See RFP Exhibit B: Price Proposal Checklist .		

EXHIBIT B: PRICE PROPOSAL CHECKLIST

Proposers must provide options and pricing for each category below as detailed in the RFP Section 3.0 "Requirements of Solution/Contractor" above. Attach options and pricing information behind this completed Checklist in the tabbed Pricing Section of the Proposal, per RFP Proposal Submittal Requirements 5.2 and 5.7.

REQUESTED SERVICES	OPTIONS AND PRICING ATTACHED?	
	YES	NO
Requirements Section 3.3: ASSESSMENT AND RECOMMENDATION REQUIREMENTS		
Requirements Section 3.4: PROFESSIONAL SERVICES		
<i>Additional or Optional Items:</i> include any items omitted in the RFP, or suggested by Proposer		

EXHIBIT C: CRAA ERP DATA FLOW DIAGRAM



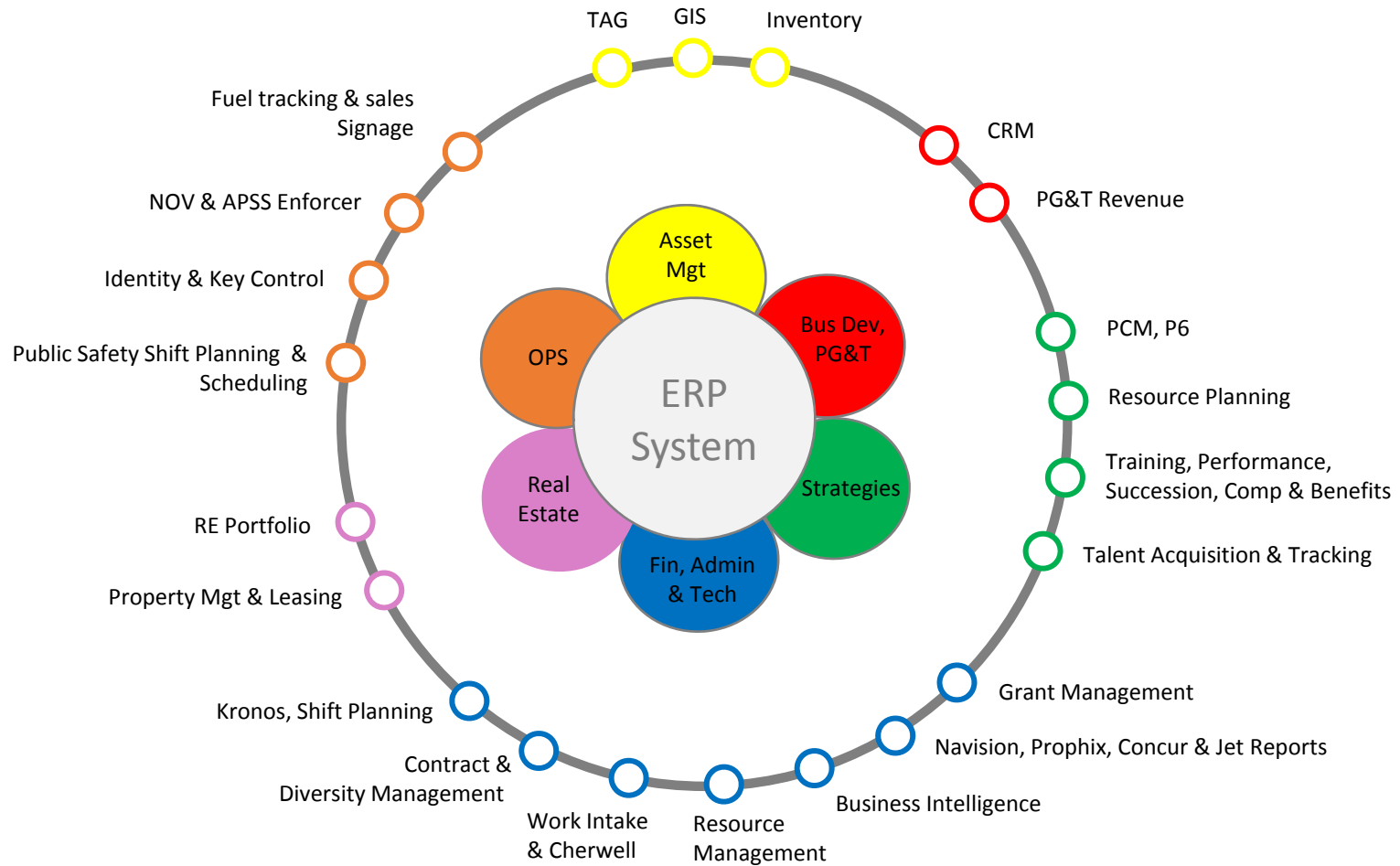
- Accounting
- Finance
- Shipping & Receiving
- Asset Management
- Procurement

- Capital project budgeting
- Vendor contracts
- Job costing
- Approval workflow

- Capital project planning and scheduling

EXHIBIT D: CRAA ERP ENVIRONMENT*

CRAA ERP Environment*



*** Work groups and applications to be evaluated by the assessment. Final recommendations to be provided for inclusion in the ERP Strategy.**

***DRAFT – DO NOT COMPLETE
REVIEW AND INDICATE AGREEMENT WITH TERMS IN RFP TRANSMITTAL LETTER***

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COLUMBUS REGIONAL AIRPORT AUTHORITY
(“CRAA”)
AND

(“CONSULTANT”)
FOR
ERP ASSESSMENT SERVICES



COLUMBUS
REGIONAL AIRPORT AUTHORITY

2017

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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, entered into this _____ day of _____, 20____, 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:

Consultant shall perform the professional services described in the attached Schedule A, incorporated herein by this reference. Consultant warrants that all services hereunder shall be performed in a professional, workmanlike and conscientious manner under the direct supervision of Consultant and in compliance with applicable laws and regulations; and Consultant's employees shall comply with the reasonable instructions of Authority. The services of Consultant shall be performed in the character, sequence, and timing generally described in Schedule A.

Consultant and Consultant's employees shall be subject to the general guidance of CRAA project manager(s) designated in Schedule A or any successor. It is agreed that all Consultant's employees are employees of Consultant and not of Authority.

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 the Agreement or which otherwise may be incompatible with the interests of Authority.

It is agreed that all Consultant's employees are employees of Consultant and not of CRAA and 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 Authority'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 Authority'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 Authority-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 Authority.

Section 3. Compensation:

In consideration of the services to be provided by the Consultant, the CRAA shall pay Consultant 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 – Scope of Services
- c. Schedule B – DBP Invoice Disbursement Form
- d. Schedule C – Application and Certificate for Payment
- e. Schedule D – Consultant Performance Evaluation
- f. Schedule E – Delinquent Personal Property Affidavit
- g. Schedule F – Contract Signature Affidavit
- h. Schedule G – Insurance Requirements

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 Consultants 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 Authority's request, the Consultant shall provide documentation of the time spent by each Key Personnel performing the Scope of Services to the Authority'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 Authority's consideration. Any requested substitute Key Personnel shall in all events have sufficient qualifications and experience for satisfactory performance of 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 Authority. Nothing in this Agreement shall create a contractual relationship between any such Sub-Consultants and the Authority, 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 may be required by law or requested directly by the Authority.

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 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 Authority's Reimbursement Policy, attached hereto as Exhibit A.

Section 9. Invoicing:

CRAA shall pay all amounts due and payable within 30 days after Authority'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 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 Authority. 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, the 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 tasks, 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 schedule(s) directly attributable to any suspension for the convenience of the Authority. 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 Authority:

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. 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 Authority:

- 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 12 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.

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 Authority, 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 Authority, 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 Authority.

Section 14. Confidentiality:

Except with Authority'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 Authority. 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 the 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 Authority. 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. 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 Authority.

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 DBE'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, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible."

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 Authority. 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 Authority. 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 Authority, 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 Authority'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 Authority, and its successors and assigns, for any cost, expense, or fees of attorneys or other professional consultants of the Authority'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 Authority'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 Subconsultants, 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 G. 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 the 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 Authority; (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 consultants, 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, 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 Subconsultants, and shall provide that it is not cancelable against CRAA because of any act or neglect of Consultant, and shall further provide that the CRAA shall be given at least thirty (30) 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 Authority.

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 subconsultant to commence work on CRAA premises until the evidence of insurance required has been received by Authority. 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 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 (45) 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 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 Authority, 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 Authority'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 Authority'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 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 Authority'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, and Exhibits 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 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 (2) 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 Authority. There will be an administrative fee of \$100.00 per day, per requested item for records that are received after the initial ten (10) 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 Authority'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 Authority's Audit department shall be reimbursed to the CRAA by the Consultant and (2) a fifteen (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 forty-five (45) days) from presentation of Authority's findings to Consultant.

Section 39. CAD Standards:

The CRAA has two separate information management needs: 1) record drawings management, and 2) geographic information system management. Two 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 Authority'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.

Section 40. Sustainable Design and Stormwater Management:

NOT APPLICABLE.

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 Authority, 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.

Section 43. Intellectual Property Rights:

The CRAA may collaborate to develop specific materials for use, marketing or presentations in concert with the Consultant. Consultant expressly acknowledges that all rights, title and interest to all intellectual properties, 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

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.

under this Agreement are the sole property of the 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 Authority.

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
BY _____
TITLE _____
DATE _____

Columbus Regional Airport Authority
BY _____
Elaine Roberts, A.A.E.
President & CEO
DATE _____

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

*Note: The person **signing for the Consultant** 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.

CONSULTANT:

SUBJECT:

FISCAL OFFICER'S CERTIFICATE

I hereby certify that the amount [INSERT AMOUNT IN WORDS]
(\$ INSERT AMOUNT IN U.S. DOLLARS) required to meet the contract, agreement, obligation or
expenditure for the above, has been lawfully appropriated or authorized or directed for such
purpose and is in the Treasury or in process of collection to the credit of the General Fund free
from any obligation or certification now outstanding.

Randy Bush, CPA, CGMA
Chief Financial Officer
Columbus Regional Airport Authority

Date

SCHEDULE A: AGREEMENT INFORMATION

1. Consultant's Name and Address: _____

Telephone: _____ Fax: _____

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. Federal I.D. No.: _____

4. Description of Services: Consultant's entire response to RFP #TS-2017-004 and all documented clarifications are hereby incorporated by reference. OR "See Attachment 1." Consultant and all subconsultants shall follow all applicable CRAA, local, state and Federal standards when providing the Services.

5. Consultant's employees:

Name	Job Description	Special Qualifications
_____	_____	_____
_____	_____	_____

6. Account Contacts/Project Managers:

Consultant: _____

CRAA: _____

7. Compensation:

Per Attachment 1, and based on the following rates per hour:

Good/Service	Rate
_____	_____
_____	_____
_____	_____

8. Term:
Commencing: Upon execution of this Agreement.
Ending: _____
9. Schedule and Time of Performance:
Scheduled as follows: As detailed per Attachment 1.
10. Invoicing and Payment:
Consultant shall provide invoices: As detailed per Attachment 1.
Authority shall pay all amounts due and payable: Within thirty (30) days after Authority's receipt and approval of correct invoices in accordance with Attachment 1.
11. Equipment and Supplies provided by Authority: _____
12. Reimbursable Expenses: All pre-approved reasonable and necessary out-of-pocket project expenses which may include, but not be limited to, travel, parking, overnight food and lodging, rental cars, and postage. See Exhibit A: Consultant Reimbursement Policy.
13. DBE Participation: _____
14. Special Provisions: _____

ATTACHMENT 1 TO SCHEDULE A

(PLEASE INSERT SCOPE OF SERVICES, PROPOSED SCHEDULE AND COST INFORMATION)

OR

(DELETE IF INCORPORATING RFP RESPONSE BY REFERENCE IN SCHEDULE A)

SCHEDULE E: DELINQUENT PERSONAL PROPERTY TAX

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and
(Affiant)

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

the successful proposer 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 proposal for said Contract was submitted, said proposer

(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 F: CONTRACT SIGNATURE AFFIDAVIT

(TO BE 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,
(AFFIANT*)

deposes and says that he is _____ of
(TITLE)

_____, a corporation, company or partnership
(COMPANY)

organized and existing under and by virtue of the laws of the State of _____, and
(STATE)

having its principal offices at _____
(STREET AND NUMBER)

_____. Affiant
(CITY) (COUNTY) (STATE)

further says that he is familiar with the records, minute books and by-law of
_____. Affiant further says that

(NAME COMPANY)

_____ is
(NAME OF CONTRACT SIGNER, MUST BE OTHER THAN AFFIANT)

authorized to sign the CONTRACT for
_____, for the Corporation,

(TITLE OF CONTRACT)

Company or Partnership and is duly _____,
(OFFICIAL POSITION OF THE CONTRACT SIGNER)

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)

Subscribed and sworn to before me this

_____ day of _____, 20__

SEAL

(AFFIANT)

Notary Public

SCHEDULE G: INSURANCE MINIMUM COVERAGE

Commercial General Liability (CGL)	\$1,000,000 per occurrence. Consultant must maintain CGL coverage. CGL insurance must be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage.
Worker's Compensation	Consultant must maintain workers compensation coverage meeting the statutory requirements of the State of Ohio.
Employer's Liability	Consultant 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	State Minimum Requirements.
Professional Liability—Errors & Omissions (E&O)	\$1,000,000 per occurrence.

(PLEASE INSERT APPROPRIATE CERTIFICATE OF INSURANCE)

EXHIBIT A: CONSULTANT REIMBURSEMENT POLICY

This policy establishes baseline requirements for reimbursement for project costs other than direct labor. This Policy applies to professional consultants, hereinafter referred to as "Consultant," to the Columbus Regional Airport Authority, hereinafter referred to as "Authority." These requirements shall only be modified by special conditions noted in the contract or agreement, or by a written amendment to the contract or agreement with the approval of both parties.

In general, all reimbursement requests shall come from the consulting firm and not directly from the Consultant's employees. All requests require complete and proper documentation and shall be necessary for the completion of the project. For other direct costs, Consultant shall be reimbursed only for actual costs incurred; no markup of any type or amount shall be approved or paid by the Authority. As the Authority reserves the right to review and/or disallow any expenses, it is in the Consultant's best interest to obtain written Authority approval before incurring any cost, which may be questionable.

At the project's onset, the Consultant shall be required to stipulate those employees who will be assigned to an Authority project and the length of each employee's assignment to the project. All approved expenses will be paid by the Authority in accordance with the established agreement/contract and not directly to the Consultant's employees.

Without exception, expenses, which include reimbursement for the costs of meals or any other gratuity for employees of the Authority, shall be disallowed.

Definitions

Daily Commuter: A Consultant's employee who travels one-hundred (100) miles or less roundtrip from the Consultant's operating office or residence (whichever is less) to the project site, and is not required to stay overnight. Where the employee is considered to be a "daily commuter" by the Authority, the Consultant shall not be reimbursed for any expenses.

Day Traveler: A Consultant's employee who travels more than one-hundred (100) miles roundtrip from the Consultant's operating office or residence (whichever is less) to the project site, and is not required to stay overnight. Where the employee is considered to be a "day traveler" by the Authority, the Consultant shall be reimbursed for mileage at the standard IRS rate, not to exceed \$150 per day.

Overnight Traveler: A Consultant's employee who travels more than one hundred (100) miles roundtrip from the Consultant's operating office or residence (whichever is less) and is required to stay overnight on the Authority's behalf. Where the employee is considered to be an "overnight traveler" by the Authority, the following reimbursement shall apply:

1. The daily-allowed per diem rate shall be \$150 per day, as outlined in the IRS Publication 1542 "Per Diem Rates," which is established for the county of the location and includes the cost of lodging, meals, and incidental expenses. See also #5 in this section.
2. The Consultant's employee shall be reimbursed for mileage at the standard IRS rate, for the first trip to the Authority and the last trip from the Authority, not to exceed the cost of Air Transportation as specified below.
3. The Authority shall determine at what point it becomes more cost-effective to provide temporary housing in the form of an apartment rather than a hotel.

The following charges shall be allowable as lodging costs when Consultant's employee is provided an apartment as lodging for long-term temporary assignments: apartment rental; cost of connection, use, and disconnection of utilities; and cable TV.

4. The Authority shall retain the option to determine at what point the Authority's needs are better served by relocating the employee to Central Ohio.

Per Diem Rates for other states and non-United States Travel

This section establishes baseline per diem rate policy for travel costs that are subject to the Authority's Exhibit A Consultant Reimbursement Policy when project requirements require travel outside of Ohio or outside of the United States.

- a) The daily-allowed **per diem rate** for travel in other countries shall be in accordance with the current U.S. Department of State per diem guidelines for the country of the location and including the cost of lodging, meals, and incidental expenses. The URL for the rate information is: http://aoprals.state.gov/web920/per_diem_action.asp?MenuHide=1&CountryCode=0000.
- b) The daily-allowed **per diem rate**, for travel in states other than Ohio, shall be in accordance with the current GSA per diem guidelines for the city of the location and including the cost of lodging, meals, and incidental expenses. The URL for the rate information is: at www.gsa.gov/perdiem.

Air Transportation

In the event that the Consultant's employee does not choose to drive to the Authority (per "Overnight Traveler" #2; air transportation shall include Consultant employee's first trip to the Authority project location to begin the project, last trip back to Consultant's operating office or personal residence at the completion of the project, or travel on behalf of the Authority outside of central Ohio.

1. Travel plans shall be filed with the Authority Project Manager as far in advance (but at least 24 hours) as possible. Plans shall specify purpose of travel, personnel involved, and proposed deviations from this reimbursement policy, if any. The Authority reserves the right to disallow any travel, which it deems unnecessary for completion of the project. Exceptions to this policy shall be considered on a case-by-case basis.
2. Reimbursable air transportation for out-of-state travel shall be provided by commercial airlines, coach seating, and shall be receipted. If possible, advantage should be taken of special rates or discounts and flights should be scheduled as far in advance as possible. The Authority shall reimburse the expense of one checked bag, if applicable. The Authority shall not reimburse expenses for upgrades within coach seating areas.
3. Transferable premiums or discounts with cash value, if any, are to become the property of the Authority.
4. The Authority shall reimburse Consultant for documented airfare penalty or cancellation charges incurred by Consultant's employee if the Authority alters the work schedule after an airline ticket commitment has been made and filed with the Authority Project Manager. Penalties and/or cancellation charges incurred through no fault of the Authority shall not be reimbursed.

5. Consultant employees are personally liable for any charges assessed for unused travel reservations that are not released within the time limits specified.

Lease/Purchase of Capital Equipment and Other Non-consumable Items

Capital Item Definition: A capital item costs more than \$1,000.00 and/or has a useful life of one (1) year or more.

1. All contracts involving capital purchases shall stipulate that ownership of all items purchased shall be retained by the Authority.
2. The Consultant shall provide specifications for the rental, lease, or purchase of capital item(s) to the Authority Project Manager who shall review them for reasonableness and appropriateness. The Authority Project Manager shall forward the specifications to the Authority's Office of Contracts and Procurement, which shall solicit bids. OCP shall provide all bids that meet the approved specifications to the Consultant. The Consultant shall then rent/lease/purchase the item(s) from the lowest bidder, unless the Consultant can provide to the Office of Contracts and Procurement an acceptable justification for obtaining the item(s) from another bidder. Any deviation from this procedure requires prior written approval from the Office of Contracts and Procurement; otherwise, the Authority reserves the right to disallow reimbursement for capital items.
3. All data processing equipment shall be approved by the Authority's Technologies Department and Office of Contracts and Procurement prior to purchase or lease.
4. Before any vehicle or other major equipment items can be rented, leased, or purchased, the Consultant shall provide to the Authority adequate justification of need, including which employee(s) will have use of the equipment and how long the equipment shall be needed. The Authority reserves the right to determine whether the vehicle or equipment suits the needs of the project and the Authority.
5. Vehicles shall only be provided for the project if other means of on-the-job transportation cannot be provided by the Consultant or the Authority. Whenever practical, the Consultant shall be required to provide his own vehicles. Vehicles that are used for travel on the job site shall be reimbursed a daily per diem (to cover fuel only) of \$7.50 per day, per vehicle, whether rented or owned, for non-commuting job site travel. For environmental purposes, the Consultant is encouraged to car pool when practical. If an Authority owned vehicle is provided, no reimbursement shall be allowed. If approved, rental vehicles shall be reimbursed as other direct costs. The Authority shall not be responsible for insurance on rental vehicles.
6. The Consultant shall be required to maintain a current detailed inventory of all items purchased with Authority funds. This inventory list (in its entirety) will be provided with each invoice. At the termination of the contract or agreement, the Consultant shall be required to repair or replace any equipment prior to transfer to the Authority, normal wear and tear excepted.

Maintenance of Office Space

1. The Authority shall not consider any cost associated with the establishment of a place of business in Columbus, Ohio as reasonable expenses. The Consultant shall be responsible for his own local office facilities, including rent, office furnishings, and other costs not directly related to the Authority's project.

2. The Authority shall reimburse for the reasonable costs of maintaining a project management office at the project site. Furnishings shall be purchased as previously outlined.

Miscellaneous Items

1. The Authority reserves the right to question any item submitted for payment and may reduce, modify or refuse to pay any item, which is deemed unreasonable, unnecessary for the completion of the project, or incompatible with Authority reimbursement policies.

2. The Authority shall not reimburse for the following:

personal phone calls	clothing
coffee service/bottled water	gifts, gratuities and favors for Authority employees
fines and penalties	gifts or favors for non-Authority personnel
first class airfare	donations
entertainment expenses including movies	damaged personal possessions
alcoholic beverages	losses due to theft during travel
barber/hairstylist, manicures, massages, etc.	laundry

3. The Authority is exempt from taxation. The Authority shall not reimburse for any taxes paid by Consultant for any of the expenses heretofore identified as a reimbursable expense. To be exempt from taxation on goods and services heretofore identified as reimbursable, Consultant must submit to each vendor or service provider a tax-exempt form with the Authority's tax-exempt ID number. Under no circumstances shall Consultant be reimbursed for taxes incurred on goods and services for which no tax-exempt form was submitted to the vendor or service provider.

The Authority's Tax ID number is: 31-1335829. Please contact the Authority's Accounts Payable section at (614) 239-3174 to obtain the proper form.

