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OF YOUR RESPONSE MUST BE SUBMITTED**

Respondent should check the appropriate box.

This is: ☐ The Original

This is: ☐ One of the Copies



**COLUMBUS REGIONAL AIRPORT AUTHORITY**  
PORT COLUMBUS • RICKENBACKER • BOLTON

## **SOLICITATION DOCUMENT SOE-2009-001**

### **Executive Recruiting Services**

**Title**

**Strategic & Organizational Effectiveness**

**Division**

XPSMA REV 8/20/2009

**Response Due Date and Time**  
**October 29, 2009 at 2:00p.m.**

### **Response Submitted By:**

**Company Name**

**Street Address**

**City**

**State**

**Zip**

**Federal I.D. No.**

**DBE?**

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

**Contract Person**

**Phone No.**

**Fax No.**

**E-Mail  
Address:**

**Web Site  
Address:**

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

## SOLICITATION NOTICE

### Executive Recruiting Services – #SOE-2009-001

Sealed responses will be received by the Authority at its offices located at 4600 International Gateway, Authority Administration offices, Baggage Claim Level, Port Columbus International Airport Terminal, Columbus, Ohio 43219 until October 29, 2009 at 2:00p.m. local time, for Executive Recruiting Services. The solicitation document is posted on Authority website [www.columbusairports.com](http://www.columbusairports.com). Any addenda issued shall be posted on the same website.

The solicitation document may be printed from the website. Please note that addenda will be posted to the Authority Website [www.columbusairports.com](http://www.columbusairports.com) ONLY. Respondents are responsible for obtaining addenda.

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

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

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

**CRAA - OFC. OF CONTRACT AND PROCUREMENT ADMIN**  
***RE: Executive Recruiting Services***  
**4600 INTERNATIONAL GATEWAY**  
**COLUMBUS, OH 43219**

***DUE: October 29, 2009 at 2:00p.m.***

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

It is the policy of the Authority and in compliance with federal regulations 49 CFR Part 26, that businesses/firms owned and controlled by minorities, women, and other socially and economically disadvantaged persons shall have the maximum opportunity to participate in the performance of the services requested by this solicitation. To obtain a directory of certified Disadvantaged Business Enterprises (DBEs), please visit the Ohio Unified Certification Program website at <http://www.ohiucp.org> or contact the Authority's Business Diversity Program Administrator, Damita Brown, at (614) 239-5049.

Questions regarding the work or specifications shall be directed in writing to Tracy Osborne at [tosoborne@columbusairports.com](mailto:tosoborne@columbusairports.com) or 614-239-3183 (fax.) The cut off date for all questions is October 22, 2009 at 12:00p.m. Questions received after this date and time will not be answered.

## **Request for Proposals (RFP) # SOE-2009-001 Executive Recruiting Services**

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

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| <b><u>DATES</u></b>           | <b><u>DESCRIPTIONS</u></b>        |
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| JANUARY 1, 2010               | DELIVERED COMPLETE*               |

\*DATES SUBJECT TO CHANGE

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

### 1. TERMS OR SPECIAL CONDITIONS

Terms or special conditions included in the technical specifications of the RFP and the Professional Service 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 to the Columbus Regional Airport Authority website at [www.columbusairports.com](http://www.columbusairports.com) not less than three (3) working days prior to the scheduled RFP due date. All potential proposers shall be responsible for checking the website to retrieve any addendum. Total RFP inquiry, postponement, or cancellations may be posted later than the time specified above.

### 3. ACCEPTANCE AND REJECTION

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

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

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

### 4. SIGNATURE REQUIRED

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

### 5. WITHDRAWAL OF RESPONSES

Proposers may withdraw their responses at any time prior to the time specified in the solicitation as the closing time for the

receipt of responses. However, no proposer shall withdraw or cancel a response for a period of 180 calendar days after the advertised closing time for the receipt of responses.

### 6. PROPOSERS 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, have been deleted or changed.

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

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

### 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.

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

**11. TIMELY EXECUTION OF AGREEMENT.** The proposer to whom the agreement is awarded will be required to execute the Agreement and to furnish Certificates of Insurance and other requested documents within ten (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 resolicited.

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

**13. 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 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.

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

**15. PROPOSED CONTRACT AND INSURANCE**

The successful Proposer shall execute the contract hereby incorporated by reference. At the time of contract, the bidder 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 are in force.

**16. 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.

**17. AUTHORITY TO BIND**

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

**18. PUBLICATIONS**

The Consultant agrees to submit to the Authority's Project Manager all advertising, sales promotion, and other publicity matters relating to the Agreement wherein the Authority's name is mentioned or language used from which the connection of the Authority's name therewith may, in the Authority's judgment, be inferred or implied. The 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.

**19. 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.

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

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 you are concerned that documents submitted in response to this RFP contain confidential financial and proprietary information, including trade secrets, then you must CLEARLY MARK the specific information considered by you to be confidential and state the reason that you contend these portions of your response constitute an exception to Ohio's public records law.

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

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

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

### 20. BUSINESS ETHICS

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

Administration (MCPA,) Barbara R. Johnson at (614) 239-4088.

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.

### 21. RFP AWARD DEBRIEFING

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

Ms. Kim Burtis, Contract Coordinator  
Port Columbus International Airport  
4600 International Gateway  
Columbus, Ohio 43219  
[kburtis@columbusairports.com](mailto:kburtis@columbusairports.com)  
fax: 614-239-3183

Please include the title of the RFP, the Department for which the RFP was solicited, and the date that responses were due. Indicate the proposer's company name and contact information so that the CRAA can respond to the request. Please submit questions requiring research at least three (3) business days prior to the debriefing.

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

### 22. MATERIAL SPECIFICATIONS

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

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

Evidence shall include, but not be limited to the following: (1) years of use under equal or more stringent conditions; (2) years used or produced; (3) financial history of producer and length of years in business; (4) organization available for repair and maintenance of product or machine; and (5) any change in bid price if acceptable. If applicable, at the request of the 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.

**END OF INFORMATION FOR PROPOSERS**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

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

Contractor \_\_\_\_\_ being first duly sworn,

deposes and says that he is \_\_\_\_\_ (sole owner, a partner, president,

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

Signed:

Subscribed and sworn to before me this

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

Seal

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

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

## READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

|                                  |                                |
|----------------------------------|--------------------------------|
| Administration                   | Ohio Homeland Security*        |
| Ohio Bureau of Motor Vehicles    | Ohio Investigative Unit        |
| Ohio Emergency Management Agency | Ohio Criminal Justice Services |
| Ohio Emergency Medical Services  | Ohio State Highway Patrol      |
- \* DO **NOT** SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*



## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

### DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

### COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

|              |       |            |        |    |
|--------------|-------|------------|--------|----|
| LAST NAME    |       | FIRST NAME |        | MI |
| HOME ADDRESS |       |            |        |    |
| CITY         | STATE | ZIP        | COUNTY |    |
| HOME PHONE   |       | WORK PHONE |        |    |

### COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

|                                           |       |     |        |
|-------------------------------------------|-------|-----|--------|
| BUSINESS/ORGANIZATION NAME                |       |     | PHONE  |
| BUSINESS ADDRESS                          |       |     |        |
| CITY                                      | STATE | ZIP | COUNTY |
| BUSINESS/ORGANIZATION REPRESENTATIVE NAME |       |     | TITLE  |

### DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

|                                 |      |
|---------------------------------|------|
| APPLICANT SIGNATURE<br><b>X</b> | DATE |
|---------------------------------|------|

**COLUMBUS REGIONAL AIRPORT AUTHORITY “AUTHORITY” OR “CRAA”  
EXECUTIVE RECRUITING SERVICES TECHNICAL SPECIFICATIONS**

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Appendix A – Task Order 1

# **COLUMBUS REGIONAL AIRPORT AUTHORITY “AUTHORITY” OR “CRAA” EXECUTIVE RECRUITING SERVICES TECHNICAL SPECIFICATIONS**

## **1.0 SCOPE AND CLASSIFICATION**

The Columbus Regional Airport Authority, hereafter referred to as the “Authority” or “CRAA”, intends to engage with one or more qualified consultant(s) on an as needed basis through a Professional Services Master Agreement for Executive Recruiting Services, hereafter referred to as “services.”

The successful responding consultant(s) shall engage in a Professional Services Master Agreement (XPSMA) with CRAA. The XPSMA shall outline the general terms and conditions of the relationship. As recruiting service characteristics can vary from position to position, specific work shall be assigned based on task orders issued within the XPSMA framework.

Length of Agreement. The Professional Services Master Agreement (XPSMA) shall be in effect one year from the date of contract execution (signed by the Authority). The Authority reserves the right to exercise the option to extend the Professional Services Master Agreement (XPSMA) for up to two extensions at one additional year each.

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

## **2.0 APPLICABLE PUBLICATIONS**

Not Applicable

## **3.0 REQUIREMENTS**

- 3.1.** The consultant shall have a minimum of five (5) years demonstrated experience and expertise in the successful recruitment and placement of professional/management level personnel.
- 3.2.** Consultant shall have a comprehensive knowledge and understanding of the recruitment process from initial contact to the successful hiring and placement of candidates, along with the ability to manage all aspects of the recruitment process.
- 3.3.** Consultant shall demonstrate knowledge, experience and familiarity with **one** or more of the following employment specialties:
  - Information Technology
  - Finance
  - Human Resources
  - Public Safety
  - Procurement
  - Engineering
  - Legal
  - Environmental
  - Business Development

## **COLUMBUS REGIONAL AIRPORT AUTHORITY “AUTHORITY” OR “CRAA” EXECUTIVE RECRUITING SERVICES TECHNICAL SPECIFICATIONS**

- 3.4. Consultant shall have the ability to communicate with executive and technical personnel.
- 3.5. Consultant shall develop a formal job description based on similar size and type of organizations.
- 3.6. Consultant shall recommend an appropriate total and competitive compensation package based on CRAA's benefit structure.
- 3.7. Consultant shall have weekly communication, both formal written and verbal, with CRAA detailing, but not limited to, the number of interviews, successful candidates, score sheets, and general progress of the recruitment process.
- 3.8. Consultant shall be responsible for all marketing and advertising.
- 3.9. Consultant shall be responsible for performing all pre-screening interviews, consisting of but not limited to: Telephone interviews, face-to-face interviews, and other assessment tools used to advance a potential candidate to a face-to-face with CRAA leadership.
- 3.10. Consultant shall verify work experience and education of all potential candidates.
- 3.11. Once a candidate has been selected for an interview by CRAA, the consultant shall provide CRAA with résumés, profiles, and reference checks.

### **4.0 EVALUATION CRITERIA**

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

- 4.1 Quality and feasibility of the proposed services. Does the proposed service 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 Capacity of the proposer. Are the required resources available to ensure a successful contract based on the current workload of the proposer, including but not limited to financial resources and company commitments?
- 4.4 Ability of the proposer. Do the personnel performing the work have the necessary skills, knowledge and experience to satisfy the requirements?
- 4.5 Price. The delivered price of the proposed services, both the rates and charges and Task Order 1 (Appendix A).

# COLUMBUS REGIONAL AIRPORT AUTHORITY “AUTHORITY” OR “CRAA” EXECUTIVE RECRUITING SERVICES TECHNICAL SPECIFICATIONS

## Evaluator Score Sheet with Weights

| Criterion & Measures                                                                                                                                                                                                        | Weight | Points             | Score         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------------|---------------|
| 4.1 Quality and feasibility of the proposed equipment and services. Do the proposed services satisfy the requirements and any other related needs as described herein?                                                      | 30%    | 30                 | Section Score |
| 4.2 Experience and past performance. Has the proposer successfully performed for previous clients?                                                                                                                          | 10%    | 10                 | Section Score |
| 4.3 Capacity of the proposer. Are the required resources available to ensure a successful contract based on the current workload of the proposer, including but not limited to financial resources and company commitments? | 15%    | 15                 | Section Score |
| 4.4 Ability of the proposer. Do the personnel performing the work have the necessary skills, knowledge and experience to satisfy the requirements?                                                                          | 25%    | 25                 | Section Score |
| 4.5 Price. The delivered price of the proposed services, both the rates and charges and Task Order 1 (Appendix A).                                                                                                          | 20%    | 20                 | Section Score |
|                                                                                                                                                                                                                             |        | <b>Total Score</b> | =             |

# **COLUMBUS REGIONAL AIRPORT AUTHORITY “AUTHORITY” OR “CRAA” EXECUTIVE RECRUITING SERVICES TECHNICAL SPECIFICATIONS**

## **5.0 PROPOSAL SUBMITTAL REQUIREMENTS**

- 5.0.1 Submission of Response and Copies. One marked original and four (4) copies of the response to this RFP shall be submitted prior to the due date and time.
- 5.0.2 Response Instructions. RFP responses are to be organized and submitted in accordance with the instructions in this section. Responses should be organized into tabbed sections.
- 5.1 Transmittal Letter. A Transmittal Letter on the proposer’s letterhead shall be submitted in this tabbed section and include but not be limited to the following information:
  - 5.1.1 The names of individuals involved in the preparation of the response and their relationship to the company. Also the name, address, and telephone number of the individual to which inquiries relating to the response should be directed.
  - 5.1.2 A statement that the proposer’s response (including the resources represented therein) is valid for 180 days.
  - 5.1.3 A statement affirming compliance with the Columbus Regional Airport Authority’s terms and conditions.
  - 5.1.4 A statement indicating that this entire Request for Proposal document is included in the proposer’s response by reference. If the submitted proposal contains this requested statement, the proposer need not include a copy of the entire RFP in the response. However, a completed Non-Collusion Affidavit and Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization forms must be included within the response..
  - 5.1.5 Identify all material enclosures submitted in response to this RFP.
  - 5.1.6 The signature of a person authorized to legally bind the proposer to the extent of work and financial obligation included in the proposal.
- 5.2 Quality and feasibility of the proposed services (Evaluation Criteria 4.1) Information submitted in the response for this tabbed section shall include:
  - 5.2.1 A narrative description of the Proposer’s understanding of the need; quality and feasibility; compliance with functional specifications provided to best suit the needs of the Authority; and support services in the form of response time and resources proposed to meet the initial and on-going needs of an uninterrupted operation of the services for the Authority from award through delivery. Include the Proposer’s anticipated schedule from bid award through.
  - 5.2.2 The proposer shall submit a detail of their process for sourcing potential candidates.
  - 5.2.3 The proposer shall submit a detail of their pre-screening process.

## **COLUMBUS REGIONAL AIRPORT AUTHORITY “AUTHORITY” OR “CRAA” EXECUTIVE RECRUITING SERVICES TECHNICAL SPECIFICATIONS**

5.2.4 The proposer shall describe their methodologies and tools used to measure overall assessment of potential candidates.

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

5.3.1 The Proposer is required to submit with this response, proof documenting at least five (5) years continuous experience in providing the services, including descriptions, and client contacts,

5.3.2 The proposer shall include three (3) references for each employment specialty (refer to section 3.3) that they have experience in recruiting:

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

5.3.3 The proposer shall list how many executives in each employment specialty (refer to section 3.3) they have been engaged to recruit and the number of successful placing within the last twenty-four (24) months. Successful placement is a placement that is on time, within budget and still employed after twelve months.

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

5.41 Provide a description of current workload and availability of resources to complete the work and support the proposed service.

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

5.5.1 A description of the expertise and experience provided by members of the service team. Include résumés and list any relevant certifications held by any of the personnel expected to perform work for this service.

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

5.6.1 A schedule of rates and charges. On company letterhead, the proposer shall list the rates and charges for services. Rates and charges shall be all inclusive of all items needed for this type of service. Rates and charges shall become the basis for Attachment A of the XPSMA, refer to section 4 Contract Documents of the agreement.

5.6.2 On company letterhead, the proposer shall provide a completed scope of work, timetable and pricing for Task Order #1 (Appendix A) based on rates and charges provided in section 5.6.1. Task order #1 shall be for the recruitment of an Information Technologies Director; candidate shall be on board by January 1, 2010.

# **COLUMBUS REGIONAL AIRPORT AUTHORITY “AUTHORITY” OR “CRAA” EXECUTIVE RECRUITING SERVICES TECHNICAL SPECIFICATIONS**

## **6.0 NOTES**

6.1 Insurance requirements: Refer to section 25, page 6 of the XPSMA.

## Appendix A

### TASK ORDER AUTHORIZATION COLUMBUS REGIONAL AIRPORT AUTHORITY

AGREEMENT TITLE & NUMBER: EXECUTIVE RECRUITING SERVICES – #SOE-2009-001

TASK ORDER NUMBER : 01

Task Description: Recruitment of an Information Technologies Director

Scope of Services:

- Consultant shall develop a formal job description based on similar size and type of organizations
- Consultant shall recommend an appropriate total and competitive compensation package based on CRAA's benefit structure
- Consultant shall have weekly communication, both formal written and verbal, with CRAA detailing, but not limited to, the number of interviews, successful candidates, score sheets, and general progress of the recruitment process
- Consultant shall be responsible for all marketing and advertising
- Consultant shall be responsible for performing all pre-screening interviews, consisting of but not limited to: Telephone interviews, face-to-face interviews, and other assessment tools used to advance a potential candidate to a face-to-face with CRAA leadership
- Consultant shall verify work experience and education of all potential candidates.
- Once a candidate has been selected for an interview by CRAA, the consultant shall provide CRAA with résumés, profiles, and reference checks

DBE Participation: \_\_\_\_\_

CRAA Project Manager: Chris Kitchen

Task Order Start Date: Upon execution of the contract

Task Order Finish Date: Candidate shall be in place by January 1, 2010

**FOR CRAA USE ONLY**

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

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

CONSULTANT:

\_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

OWNER:

COLUMBUS REGIONAL AIRPORT AUTHORITY

By: \_\_\_\_\_  
CEO or Authorized Director

Date \_\_\_\_\_

**PROFESSIONAL SERVICES MASTER AGREEMENT (XPSMA)**

**BETWEEN**

**COLUMBUS REGIONAL AIRPORT AUTHORITY  
"AUTHORITY"**

**AND**

**"CONSULTANT"**

**FOR**

**EXECUTIVE RECRUITING SERVICES**



**COLUMBUS REGIONAL  
AIRPORT AUTHORITY**

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**THIS PROFESSIONAL SERVICES MASTER AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between \_\_\_\_\_ ("Consultant"), and Columbus Regional Airport Authority, ("Authority"), a port authority organized and existing under the laws of the State of Ohio.

**Section 1. Services (Master Agreement):** The Authority has entered into this Agreement in reliance upon the Consultant's representations and assurances with regard to the competency and experience of Consultant to provide the Scope of Services described in the Master Agreement Scope of Services, which is included herein as Attachment A to Schedule A and by this reference incorporated into and made a part of this Agreement (the "Scope of Services"). The intent of the Agreement is to provide for the Consultant's completion in every detail of the Scope of Services as generally described in the Agreement. Consultant warrants that all services hereunder shall be performed consistent with the professional standards of skill, care and diligence exercised by entities licensed to provide and regularly providing comparable services and work on projects of similar size, complexity and cost and in compliance with applicable laws, rules, regulations and codes.

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

Consultant and Consultant's agents, employees and Sub-Consultants shall communicate with and coordinate its services with the Authority project manager(s) designated in Schedule A or any successor, but it is acknowledged that the Authority 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 Authority in writing of any event, happening, or circumstances known to Consultant which may delay the Schedule of work, or increase the Consultant's cost as outlined and approved in any Task Orders issued under the Master Agreement or which otherwise may be incompatible with the interests of Authority.

It is agreed that all Consultant's employees are employees of Consultant and not of Authority and Authority 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. Authority shall have the right to request that the Consultant reassign any of Consultant's employees, including Sub-Consultant employees, assigned to Authority's project. Authority shall have the right to inspect the provision of services at any time without notice.

**Section 2. Authority Provided Information:** If applicable, within a reasonable time after receipt of a written request from the Consultant, the Authority 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 Authority shall pay Consultant on the basis of the fully executed task order, and in the amounts calculated on rates set forth in Schedule A. If the compensation set forth in Schedule A is to be paid on a lump sum basis, the amount to be paid under this Agreement shall be adjusted only in accordance with the provisions of Section 22. Compensation payable on a lump sum basis shall be payable in monthly installments proportionate to the amount of services actually completed. Compensation payable on an hourly basis shall be payable on a monthly basis in accordance with the hourly rates set forth in Schedule A or in accordance with deliverables referred to in Schedule A. If hourly rates apply, Schedule A rates shall remain in effect for the entire term of the Agreement unless mutually agreed upon during the fee negotiations. Should the Agreement extend beyond twelve (12) months, the parties may negotiate appropriate adjustments to the Schedule A rates. Future wage rate adjustments will be the lesser of the actual increase percentage during the year or the change in the CPI-All Urban Consumers Index. 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 – Not Applicable
- b. Schedule A, including Attachment A -Master Agreement Scope of Services
- c. Schedule B – Not Applicable
- d. Schedule C – Not Applicable
- e. Schedule D – Not applicable
- f. Schedule E - Task Order Authorization
- g. Fully Executed Task Orders

**Section 5. Additional Consultant Responsibilities:**

The Consultant acknowledges and agrees that the Authority 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 Authority 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 Authority a replacement for such Key Personnel for Authority's consideration. Any requested substitute Key Personnel shall in all events be sufficient in qualifications and experience for satisfactory performance of portion of the Scope of Services to be performed by the replaced Key Personnel. The Authority reserves the right to reject a proposed replacement of Key Personnel if the Authority 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 Authority shall provide written consent once a substitute Key Personnel is determined by the Authority 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 Authority 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 Authority 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 Authority 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 Authority shall have the right to inspect the supplies at any time without notice. Consultant shall return all unused supplies furnished by Authority at the termination of the Agreement.

**Section 8. Reimbursement for Expenses: NOT APPLICABLE**

**Section 9. Invoicing:** Authority 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 task order deliverables, and identify any risks (financial, schedule, project management or otherwise). Payment of the invoice may be withheld by the Authority 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 Authority may examine Consultant's records to the extent necessary to verify invoices.

**Section 10. Suspension:** Upon written notice to the Consultant, Authority may, without cause and without prejudice to any other right or remedy it may have, order the Consultant to suspend, delay or interrupt its performance of any or all Task Orders, in whole or in part, for such period of time as the Authority may determine. In such case, the Consultant may be allowed an extension to the task order schedule(s) directly attributable to any suspension for the convenience of the 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 Authority may, without cause and without prejudice to any other right or remedy it may have, elect to terminate all or part of the Agreement, including individual task orders. In such case, the Authority 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 Authority demonstrating expenses actually incurred and services actually performed. Notwithstanding the foregoing, if the Authority 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 Authority for Cause:**

The Authority may, after giving the Consultant 10 days' written notice, except in the event of an emergency as determined by the Authority in which case the Authority 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 Authority shall have no further liability to Consultant. All notices under this Section 11 shall be given in accordance with Section 21 hereof.

In the event of such termination for cause pursuant to this

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

**Section 13. Termination by Consultant for Cause:** If, through no act or fault of the Consultant, (1) all of Consultant's services are suspended for a period of more than 90 consecutive days by the Authority, or (2) the Authority fails to act on any request for payment within 45 days after it is submitted; or (3) the Authority fails to pay the Consultant any sum within 60 days of the date the sum is finally determined to be due, the Consultant may, upon 10-days' written notice to the Authority, terminate this Agreement and recover from the Authority 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 Authority 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 15 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 Authority rules and regulations governing the security, maintenance and safety of Authority facilities. Failure of Consultant's employees to abide by the rules and regulations of Authority 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 Authority and are subject to the restrictions provided in Section 14 hereof. Any authorized representative of the Authority 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. and in each respective task order. Consultant recognizes that the time of performance is a critical term and that "time is of the essence" under this Agreement. Failure to timely meet the required performance schedule may result in immediate termination of this Agreement by 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 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:**

#### **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 DBE'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 contract. 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 Authority 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 contract. 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 contract, which may result in the termination of this contract or such other remedy as the Columbus Regional Airport Authority deems appropriate."

#### **Requirements of 49 CFR Part 21**

Consultant understands that the Authority in the operation and use of Airport facilities, is committed to an affirmative action program and will not, on the grounds of race, color, religion, sex, or national origin, discriminate or permit discrimination against any person or group of persons in the manner prohibited by Part 21 of the U.S. Department of Transportation Regulations (49 CFR Part 21). Consultant hereby agrees that the premises of its employment office shall be posted to such effect as required by such regulation. Consultant represents and warrants that it has an Affirmative Action Plan to the extent required to comply with the Federal rules and regulations of the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance.

(a) The Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, ancestry or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, ancestry or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or termination; rates of pay or other forms of compensation; and selection for training. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

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

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

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

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

(f) Failure or refusal of the Consultant or a sub-consultant to comply with these Equal Opportunity Provisions may result in cancellation of this Agreement or any other action prescribed or allowable under law.

**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 Authority to:

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

with copy to General Counsel

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 Authority designee as specified on Schedule A.

**Section 22. Changes in Scope of Services:** The Authority 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 Authority 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 Authority 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, Authority 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.

**Section 24. Conflict of Interest:** No elected official or employee of Authority 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 Subcontractors, shall keep its operations, facilities and equipment installed by it, or for which it is otherwise legally responsible, fully insured to cover any and all damages or loss which may result from any and all risks or hazards. Failure to obtain such insurance shall not operate to waive Consultant's liability hereunder.

By requiring insurance, the Authority 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 Authority in this Agreement.

Failure of the Authority to demand such certificate or of the Authority 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 Authority 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 Authority 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 Authority and, if required, obtain coverage from an alternate source with an acceptable rating.

The Comprehensive General Liability (CGL) insurance must be written on ISO occurrence form CG 00 01 10 01 or a substitute form providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract.)

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

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

| REQUIRED COVERAGE TYPE                      | MINIMUM COVERAGE LIMITS                                                                                                                                                                                                                   |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Comprehensive General Liability (CGL)       | \$ 2,000,000 per occurrence. Consultant and its Subcontractors must each maintain CGL coverage. CGL insurance must be written on ISO occurrence form CG 00 01 10 01 or a substitute form providing at least equivalent coverage.          |
| Worker's Compensation                       | Consultant and its Subcontractors must each maintain workers compensation coverage meeting the statutory requirements of the State of Ohio.                                                                                               |
| Employer's Liability                        | \$1,000,000 Consultant and its Subcontractors must each maintain Employer's Liability coverage. The policy must include intentional tort coverage, an "Ohio Stop Gap" endorsement, and a wavier of subrogation in favor of the Authority. |
| Automobile Liability                        | \$1,000,000 combined single limit on owned, non-owned, and hired autos                                                                                                                                                                    |
| Professional Liability (Errors & Omissions) | \$5,000,000 per occurrence.                                                                                                                                                                                                               |
| Contractors Pollution Liability Insurance   | As required by Authority and the Project, Consultant shall obtain contractor's pollution liability coverage for environmentally sensitive or hazardous types of work                                                                      |

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 11 85, or CG 20 10 10 01 and CG 20 37 10 01, or their equivalent. The endorsement shall include coverage for the Authority with respect to liability arising out of the completed operations of Consultant and its Subcontractors, and shall provide that it is not cancelable against Authority because of any act or neglect of Consultant, and shall further provide that Authority 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 Authority 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 Authority written evidence from the insurer that the required insurance is in effect and that it complies with the requirements of this clause. Consultant shall not allow or permit any agent, independent Consultant or subcontractor to commence work on Authority 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 statements must appear on the face of the certificates:

"Columbus Regional Airport Authority, Port Columbus International Airport, Rickenbacker International Airport, and Bolton Field, its officials, employees, agents and representatives are additional insureds on the General Liability and Commercial Automobile policies."

"Thirty (30) days advance written notice of cancellation or material change in coverage must be provided to the Columbus Regional Airport Authority, Port Columbus International Airport, Rickenbacker International Airport, and Bolton Field."

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 Authority 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 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 can not 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 45 days after the initiation of good-faith negotiations. The mediation shall proceed as expeditiously as possible and be concluded in any event within 120 days after the delivery of the request for mediation. If the mediation is not concluded within such period, then the parties shall no longer be bound thereby unless they agree to extend the period. The mediation shall otherwise be in accordance with procedures mutually agreed upon by the 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 Authority 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 30 days after the conclusion of the mediation as provided in Paragraph 26(a). The provisions of this Paragraph 26(b) shall survive termination of the Contract.

**Section 27. Assignment:** This Agreement may not be delegated or assigned by Consultant without 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 Authority 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 Authority provided that the assignment is effective only if this Agreement has been terminated by the Authority and only for those contracts which the Authority accepts by notifying the Sub-Consultant in writing.

**Section 28. No Assurances:** Consultant acknowledges that, by entering into this Agreement, Authority is not making any guaranty or other assurance as to the extent, if any, that Authority 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 Authority 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 Authority consent to the exclusive jurisdiction of and venue in that court.

**Section 32. Consultant Performance Evaluation:** If applicable for this engagement, the Authority will evaluate the Consultant's contract performance according to the criteria enumerated on the Consultant Performance Evaluation Form (attached to this Agreement). The Authority may use the evaluation scores in assessing the Consultant's past performance when the Consultant submits responses for future Authority projects.

**Section 33. No Personal Liability:** No director, officer or employee of the Authority shall be charged personally or held contractually liable by or to the Consultant under any term or provision of this Agreement or because of any event thereof or because of their execution or approval of this Agreement.

**Section 34. Waiver:** The failure of either party at any time to enforce any right or remedy available to it with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

**Section 35. Severability:** If any provision of this Agreement is held to be illegal, invalid or inoperable, such provision shall not affect the remainder thereof or any other provision.

**Section 36. Warrant of Authority:** The parties certify that the persons executing this Agreement on their behalf are fully authorized to do so.

**Section 37. Entire Agreement:** This Agreement, together with all Schedules, Attachments, Exhibits and Task Orders contained herein, constitutes the entire Agreement between the parties in respect to its subject matter and supersedes all prior and contemporaneous agreements between the parties in connection with the same subject matter.

**Section 38. Accounting Records:** During the term of this Agreement including any renewal or extension hereof, and for a period of three (3) years thereafter, or for such longer period of time as may be required by applicable federal regulations and negotiated with Consultant the Authority or a representative of the Authority 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 Authority 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 Authority 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 Authority 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 Authority in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the Authority's Audit department shall be reimbursed to the Authority by the Consultant and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection,

including any interest, audit costs and penalties shall be made by the Consultant within a reasonable amount of time (not to exceed 45 days) from presentation of Authority's findings to Consultant.

**Section 39. CAD Standards:** NOT APPLICABLE

**Section 40. Sustainable Design and Stormwater Management:** NOT APPLICABLE

**Section 41. 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 Authority with a copy of its "Original Appointment of Agent" as filed with the Ohio Secretary of State.

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

\_\_\_\_\_  
Consultant's Name

Columbus Regional Airport Authority

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

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

DATE \_\_\_\_\_

DATE \_\_\_\_\_

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

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

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

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Consultant's employees:

| Name  | Job Description | Special Qualifications |
|-------|-----------------|------------------------|
| _____ | _____           | _____                  |
| _____ | _____           | _____                  |
| _____ | _____           | _____                  |
| _____ | _____           | _____                  |
| _____ | _____           | _____                  |

6. Project Manager:

Consultant: \_\_\_\_\_  
Authority: \_\_\_\_\_

7. Compensation: Per Task Order

**Maximum compensation** payable under this Agreement including reimbursable expenses:

\$\_\_\_\_\_.

8. Term:

Commencing:

☐ Upon execution of this Agreement

Ending: \_\_\_\_\_

9. Schedule and Time of Performance:

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

10. Invoicing and Payment:

Consultant shall provide invoices:

☐ once per month

☐ \_\_\_\_\_

11. Equipment and Supplies provided by Authority: \_\_\_\_\_

12. Reimbursable Expenses: Not Applicable

13. DBE Participation: \_\_\_\_\_

14. Special Provisions: The Authority reserves the right to engage with one or more qualified consultant(s) on an as needed basis through a Professional Services Master Agreement for Executive Recruiting Services.

**SCHEDULE B: Not Applicable**  
**SCHEDULE C: Not Applicable**  
**SCHEDULE D: Not Applicable**

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

AGREEMENT TITLE & NUMBER \_\_\_\_\_

TASK ORDER NUMBER \_\_\_\_\_

Task Description: \_\_\_\_\_

Scope of Services: \_\_\_\_\_

DBE Participation: \_\_\_\_\_

CRAA Project Manager: \_\_\_\_\_

Task Order Start Date: \_\_\_\_\_ Task Order Finish Date: \_\_\_\_\_

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

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

CONSULTANT:

\_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

OWNER:

COLUMBUS REGIONAL AIRPORT AUTHORITY

By: \_\_\_\_\_

Date \_\_\_\_\_  
CEO or Authorized Director

**CONTRACT SIGNATURE AFFIDAVIT**

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

COUNTY OF \_\_\_\_\_)

STATE OF \_\_\_\_\_)

\_\_\_\_\_, Being first duly sworn, deposes and says that he is  
(AFFIANT\*)

\_\_\_\_\_ of \_\_\_\_\_,  
(TITLE) (COMPANY)

a corporation, company or partnership organized and existing under and by virtue of the laws of the State of

\_\_\_\_\_, and having its principal offices at \_\_\_\_\_  
(STATE) (STREET AND NUMBER)

\_\_\_\_\_. Affiant further says that  
(CITY) (COUNTY) (STATE)

he is familiar with the records, minute books and by- law of \_\_\_\_\_  
(NAME COMPANY)

Affiant further says that \_\_\_\_\_ is  
(NAME-OF CONTRACT SIGNER, MUST BE OTHER THAN AFFIANT)

authorized to sign the CONTRACT for \_\_\_\_\_, for the  
(TITLE OF CONTRACT)

Corporation, 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

DELINQUENT PERSONAL PROPERTY TAX

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and 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 bid for said Contract was submitted, said proposer \_\_\_\_\_ charged  
(was) (was not)

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

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

Subscribed and sworn to before me this

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

SEAL

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

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