

ONE ORIGINAL AND 3 COPIES  
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 PTA-2008-004

### SHUTTLE BUS FACILITY FURNISHINGS AND FURNISHINGS MANAGEMENT

Title

PARKING, TRANSPORTATION AND AUDIT

Division

MAO REV 1-15-2009

**Response Due Date and Time**  
**Thursday, February 12, 2009, 2:00 PM**

### 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

## SHUTTLE BUS FACILITY FURNISHINGS AND FURNISHINGS MANAGEMENT #PTA-2008-004

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 Thursday, February 12, 2009, at 2:00 p.m. local time, for Shuttle Bus Facility Furnishings and Furnishings Management. 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  
ATTN: PROCUREMENT SERVICES  
C/O ADMINISTRATIVE OFFICE  
4600 INTERNATIONAL GATEWAY  
COLUMBUS, OH 43219**

**SOLICITATION FOR** Shuttle Bus Facility Furnishings and Furnishings Management  
**DUE:** Thursday, February 12, 2009, at 2:00 p.m. local time

Note that NO facsimile, electronic or other 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.ohioucp.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, [tosborne@columbusairports.com](mailto:tosborne@columbusairports.com), 614-239.3183 (fax.) The cut-off date for all questions is Thursday, February 5, 2009, at 12:00 noon. Questions received after this date and time will not be answered.

**PRE-BID MEETING** A pre-bid meeting will be held at 10:00 a.m., on Tuesday, January 27, 2009, at the Columbus Regional Airport Authority Terminal, 4600 International Gateway, Columbus, Ohio 43219, Baggage Claim Level, at the Airport Authority Administrative Offices. Tom Swackhamer will be the contact person and tour guide. The non-public facilities where the furnishings will be moved from, and a tour of the new facility, where the furnishings will be moved to, along with the installation of the new furnishings will be included in the Airport tour. The purpose of the pre-bid meeting will be to discuss the requirements and objectives of this Solicitation. Authority representatives will be available to answer questions. Attendance at the pre-bid meeting is voluntary; however, proposers shall comply with and be responsible for the specifications and information discussed at the conference regardless of whether or not they attend.

Please RSVP by Monday January 26, 2009, at 12:00 noon, to Tom Swackhamer at 614-238-0170 or [tswackhamer@columbusairports.com](mailto:tswackhamer@columbusairports.com), if you plan to attend the Pre-Bid so that proper tour arrangements can be scheduled.

Request for Proposals (RFP) # PTA-2008-004 Shuttle Bus Facility Furnishings and Furnishings Management

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

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SCHEDULE OF KEY MILESTONE EVENTS

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| JANUARY 16, 2009              | POSTING DATE                       |
| JANUARY 27 2009 @ 10:00 NOON  | PRE-BID MEETING                    |
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| APRIL 1, 2009                 | DELIVERED COMPLETE (If applicable) |

\*DATES SUBJECT TO CHANGE

### 1. TERMS OR SPECIAL CONDITIONS

Terms or special conditions included in the technical specifications of the RFP and the Operating 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.

At the discretion of the Authority, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

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.<sup>i</sup>

**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 Contract General Provisions, section GP-10 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.

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. Barbara R. Johnson, Manager, Contract and Procurement Administration (MCPA)  
Port Columbus International Airport  
4600 International Gateway  
Columbus, Ohio 43219  
[brjohnson@columbusairports.com](mailto:brjohnson@columbusairports.com)  
fax: 614-238-7834

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 MCPA and the Project Evaluation Team members will review the request for a debriefing meeting. As appropriate, the MCPA and Project Evaluation Team members 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.

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

Effective April 14, 2006, in order to facilitate the requirements for agreements under the new Ohio Revised Code provisions 2909.33, you must complete this GOVERNMENT AND BUSINESS FUNDING FORM DECLARATION OF MATERIAL ASSISTANCE / NONASSISTANCE TO A TERRORIST ORGANIZATION (both pages) and return it with your response to this solicitation.



Ohio Department of Public Safety Division of Homeland Security

<http://www.homelandsecurity.ohio.gov> GOVERNMENT BUSINESS AND FUNDING AGREEMENTS

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 of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

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.

|              |       |            |        |                |
|--------------|-------|------------|--------|----------------|
| LAST NAME    |       | FIRST NAME |        | MIDDLE INITIAL |
| 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 |       |     |        |
| BUSINESS ADDRESS           |       |     |        |
| CITY                       | STATE | ZIP | COUNTY |
| PHONE NUMBER               |       |     |        |

GOVERNMENT BUSINESS AND FUNDING AGREEMENTS – CONTINUED

DECLARATION In accordance with division (A)(2)(b) of section 2909.32 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

In the event of a denial of a government agreement or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

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.

Signature

Date

HLS 0038 2/06

**FOR IMMEDIATE RELEASE:** Monday April 10, 2006 **CONTACT:** Susan Raber at (614) 403-0302

**NEW TERRORISM-RELATED FORMS TO BE REQUIRED FOR ALL PUBLIC EMPLOYMENT,  
GOVERNMENT FUNDING AND BUSINESS AGREEMENTS, AND CERTAIN STATE  
LICENSES**

COLUMBUS – As a result of Ohio Senate Bill 9, applicants seeking certain state issued licenses, public employment or business agreements and funding must fill out new forms indicating that they have not provided financial assistance or support to a terrorist organization. These new requirements take effect on Friday, April 14.

The Declaration Regarding Material Assistance/Non Assistance to a Terrorist Organization (DMA) was created to provide the state with an additional tool to deter and prosecute acts of terrorism within Ohio. The U.S. State Department's Terrorist Exclusion List is being used to identify terrorist organizations. DMA is a provision of Ohio Senate Bill 9, which is Ohio's homeland security and anti-terrorism legislation. The revised version of the bill was signed into law by Governor Taft on January 11, 2006.

Pursuant to the Ohio Revised Code Sections 2909.32, 2909.33 and 2909.34, the following types of applicants must complete and submit a DMA form with their applications:

- Certain state issued licenses identified by the Ohio Department of Public Safety
- All candidates under final consideration for public employment
- Business agreements with and funding from any government entity in an annual aggregate amount greater than \$100,000
- Private entities that wish to do business with a government entity that adopts rules requiring pre-certification

All DMA forms and reference information, including a list of licenses subject to DMA and the Terrorist Exclusion List, can be found on the Ohio Homeland Security Web site at [www.homelandsecurity.ohio.gov/dma.asp](http://www.homelandsecurity.ohio.gov/dma.asp). The forms are in PDF format. The issuing agency is responsible for either directing applicants to the forms on the Web site or printing and providing hard copies to the applicant. The issuing agency will retain the completed forms along with the application. Anyone with questions can contact Ohio Homeland Security by calling the DMA hotline number at 614-644-3892 or by email at [dma-info@dps.state.oh.us](mailto:dma-info@dps.state.oh.us).

Ohio Homeland Security is a division within the Ohio Department of Public Safety along with the Bureau of Motor Vehicles, Ohio Emergency Management Agency, Ohio Emergency Medical Services, Investigative Unit, Ohio State Highway Patrol, Ohio Office of Criminal Justice Services and Administration.

Ohio Homeland Security 1970 West Broad Street, Columbus, OH 43223 Phone: (614) 387 6171 • Fax: (614) 752-2419  
[www.homelandsecurity.ohio.gov](http://www.homelandsecurity.ohio.gov).

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| 6.0 Notes.....                           | TS-8 |
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| Appendix A. Price Proposal Form          |      |

## 1.0 SCOPE AND CLASSIFICATION

The Columbus Regional Airport Authority, hereafter referred to as the "Authority" or "CRAA", requires furnishings and furnishings management services readily available for various needs. The purpose of this request for proposals is to provide a Master Ordering Agreement with one or more firms whereby the Authority can engage the services and order goods as needed on a project by project basis. The Master Ordering Agreement shall contain the terms, conditions, and pricing.

It is the intent of these specifications to describe item(s) which is currently in production. 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. The use of trade names in these specifications are to set a quality standard for comparison only but do not intend to exclude any manufacturers of equipment of this type and quality.

The first project that the Authority intends to pursue is for the Shuttle Bus Office furnishings relocation. The Authority shall have the current office furnishings moved from their present location at 4271 International Gateway, to the new facility located at 1441 Stelzer Road, and to purchase additional furnishings for the new facility. The current target date for the move is during April, 2009. In addition, it is the intent of the Authority to maintain the opportunity to add-on furniture selections as needed, to satisfy potential on-going furnishings needs for three years after the initial contract is awarded. Future purchases should be for smaller orders.

## 2.0 APPLICABLE PUBLICATIONS

The furnishings proposed must meet or exceed American National Standards Institute (ANSI), Occupational Safety and Health Administration (OSHA), American Society for Testing and Materials (ASTM), and Business and Institutional Furniture and Manufacturer's Association (BIFMA) standard requirements.

## 3.0 REQUIREMENTS

Existing Furnishings (if applicable):

- 3.1 The Contractor shall be responsible for the disassembling (if applicable) of each item listed on the Appendix A furniture listing, transporting of said furniture to the new facility and then reassembling each item, maintaining its current integrity at the time of disassembling. The Contractor shall provide logistical support as needed, i.e. scheduling, staging, and set-up including coordinating with the designated Authority Project Manager.

New Furniture:

- 3.2 Quality Level: All furniture proposed must be equal to or better quality than HON brand and models specified herein. All furniture must be new. Colors and textures to be determined when bid is awarded. The Authority requires durable, commercial grade furniture, since it gets hard use at their facilities.
- 3.2 References made in the bid for a particular trade, manufacturer's catalog, or model numbers are for descriptive purposes to guide the supplier in interpreting the Authority's required quality level. The requirements should not be construed as excluding proposals for other types of furnishings, so long as they are of equal or better quality as determined by the Authority.

- 3.3 Complete Unit Pricing: The pricing for each furnishing item in this proposal shall be inclusive with all necessary hardware to make whole serviceable units, even if all hardware components are not listed.
- 3.4 The proposal is required to be on the basis of “all or none”. The proposal must be for all items and services or the Authority reserves the right to reject the proposal.
- 3.5 The proposer shall show the manufacturer being proposed, and the total price of that line item. The proposer must show all product numbers used to determine each line item’s total price. Please note percentage discount given for the line item, if applicable. This same percentage discount will be used for any future orders, unless otherwise noted.
- 3.6 The proposer shall include brochures with specifications and/or product description sheets identifying all materials and products proposed. Fabric samples and finish samples should also be included with the proposal.
- 3.7 The proposer shall submit a certificate stating that they and/or their subcontractor is/are an authorized dealer representing the manufacturer listed in their proposal and this certification must be on the manufacturer’s letterhead stationery and signed by an officer of the manufacturer’s company. The certification shall state the local authorized dealer, including address and telephone number. Alternatively, the proposer may cite a State of Ohio furnishings contract that lists the proposer as a representative for a specific manufacturer.
- 3.8 Sampling/Evaluation: If an equal product is proposed, the Authority reserves the right to view sample furniture on its site (at Port Columbus International Airport), or a reference customer site in Central Ohio where the items can be evaluated. Company(s)’ name(s), address(s), and contact person(s), should be given where this exact product is being used. Usage should be comparable to the usage that will occur at the Authority’s location. Samples shall be shipped and returned at the expense of the supplier. If no sample is available, the item may not be considered for award. Note: The sample shall be the same piece as specified herein if possible, however, if the sample is from the same manufacturer with a different configuration, the Authority reserves the right to determine if the proposed sample is acceptable. Catalog pictures with text are insufficient samples.
- 3.9 Delivery Pricing: Proposers shall include cost of inside delivery, installation as F.O.B. destination, freight prepaid and allowed in their proposal.
- 3.10 Inspection: The Authority staff shall thoroughly, physically inspect all components upon delivery. Any damaged, defective, or substandard items shall be removed by the Contractor and replaced at no cost to the Authority. This inspection shall be completed within fourteen (14) business days after installation. Any damaged, defective, or substandard item(s) shall be replaced and delivered by the Contractor within thirty (30) days of notification from the Authority, or as agreed upon by the Authority.
- 3.11 Delivery Times and Installation Location: All delivery and installation will take place during 8:00 a.m. Monday – 4:00 p.m. Friday. Three working days prior notice of delivery date is required. Call the designated Authority Project Manager should there be questions regarding delivery.
- 3.12 Disposal of Debris: Any packing material shall be taken away by the Contractor and disposed of in an environmentally correct fashion. The Authority dumpsters shall not be utilized in this disposal of packing materials or debris from the job site.

## 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 samples, demonstrations and/or presentations regarding the item or service. The CRAA may request this information from all or just the highest ranked proposer(s). The Selection Team representatives may re-rank all proposals after demonstrations, testing, or presentations are received. The agreement award recommendation shall be made to the proposer selected by the committee after full consideration of the evaluation criteria below.

Alternatively, the Selection Team representatives may recommend the agreement award to a proposer based on considering evaluation criteria, without testing, demonstrations and/or presentations.

The Evaluation Criteria includes:

4.1 Quality and feasibility of the proposed equipment and services. Does the proposed item or service satisfy the requirements and any other related needs as described herein?

4.2 Experience and past performance. Has the proposer successfully performed similar services 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 items and/or services.

# Evaluator Score Sheet with Weights

| Criterion & Measures                                                                                                                                                                                                        | Weight | Points      | Score         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------|---------------|
| 4.1 Quality and feasibility of the proposed equipment and services. Does the proposed item or service satisfy the requirements and any other related needs as described herein?                                             | 25%    | 2500        | Section Score |
| 4.2 Experience and past performance. Has the proposer successfully performed similar services for previous clients?                                                                                                         | 10%    | 1000        | 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? | 10%    | 1000        | 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%    | 2500        | Section Score |
| 4.5 Price. The delivered price of the proposed item or service.                                                                                                                                                             | 30%    | 3000        | Section Score |
|                                                                                                                                                                                                                             |        | Total Score | =             |

## 5.0 PROPOSAL SUBMITTAL REQUIREMENTS

5.0.1 Submission of Response and Copies. One marked original and three (3) 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 from the date it is due.

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.

5.1.5 Identify all material enclosures submitted in response to this RFP.

5.1.6 The signature of a person authorized to legally bind the supplier to the extent of work and financial obligation included in the proposal.

5.2 Quality and feasibility of the proposed item or service (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 item or service for the Authority from award through delivery. Include the Proposer's anticipated schedule from bid award through delivery and on-site testing and training if applicable.

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 his response, proof documenting at least three (3) years continuous experience in providing the item or service, including descriptions, and client contacts for five (5) previous contracts that the proposer has completed, including:

- Client Company name

- Client Company address

- Contract Title

- Scope of Services

- Client contact name & e-mail address

- Client Contact phone number

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

5.4.1 Provide a description of the resources (except for human resources) that the Proposer will employ to perform the work and/or manufacture and/or distribute the item.

5.4.2 Provide a description of current workload and availability of resources to complete the work and support the proposed work or item.

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

5.5 Ability of the 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 manufacturing or service delivery team. List any relevant certifications held by any of the personnel expected to perform work for this item/service.

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

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

## 6.0 NOTES

6.1 Exceptions or substitutions may be considered if they are equal or superior to the specified attribute/item, provided they are listed and fully explained on a separate page and submitted with the response. Proposals taking total exception to the specifications may be considered non-responsive. The Authority's decision with regard to whether or not an attribute is equal is final.

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

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

7.0 MASTER ORDERING AGREEMENT SCOPE AND CLASSIFICATION: The Columbus Regional Airport Authority (CRAA), hereafter, the "Authority" intends to solicit responses and establish a non-exclusive Master Ordering Agreement with one or more respondents for the purpose of securing the goods and/or services identified within the technical specifications in accordance with the terms, conditions, and documentation herein.

7.1 QUANTITY ESTIMATES. Where the Authority has listed an estimated dollar amount expenditure for the goods and/or services, the estimate is not to be construed as representing an actual order for

that amount, or a guarantee that any minimum amount will actually be purchased. The Authority reserves the right to purchase any and/or up to twice the estimated dollar amount.

Where the Authority has listed estimated quantities, the estimate is not to be construed as representing an actual order for that amount, or a guarantee that any minimum amount will actually be purchased. The Authority reserves the right to purchase any and/or up to twice the estimated quantities listed.

**7.2 ACTUAL ORDERS.** The Authority shall place actual orders via a Purchase Order. Each purchase order shall be executed by the Authority prior to the contractor/consultant commencing any delivery of goods and/or performance of any services contemplated under the scope of the proposed purchase order. The contractor/consultant shall compute the cost for compensation in accordance with the Master Ordering Agreement and they shall submit correct invoices to the appropriate Authority representative (as noted on the purchase order) for approval and processing. No deliveries and/or deliverables shall be made, accepted, or compensated without properly executed documentation.

**7.3 LENGTH OF AGREEMENT.** The Master Ordering Agreement shall be in effect from the date of execution (signed by the Authority) up to and including February, 2012. The Authority reserves the right to exercise the option to extend the Master Ordering Agreement for up to two additional years(s.)

Once the Master Ordering Agreement expires, no new Purchase Order shall be initiated. If any previously issued Purchase Order must extend beyond the expiration of the Master Ordering Agreement, the Master Ordering Agreement shall still be valid for only those Purchase Orders still in effect and shall co-expire when the Purchase Order(s) are fulfilled, cancelled, or terminated.

**7.4 PURCHASE ORDER TERMINATION PROVISIONS.** If the Authority terminates the Master Ordering Agreement, including any or all Purchase Orders authorized pursuant to Section 3 of the Agreement, for any reason, the contractor/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 the Master Ordering Agreement and Purchase Orders issued pursuant to the Master Ordering Agreement. The Authority shall be responsible to pay the contractor/consultant for the goods and/or services received up to the date of termination, based upon the percentage of work then completed and supporting documentation satisfactory to the Authority demonstrating goods actually received and/or services actually received. The Authority shall pay the contractor/consultant within 30 days after the receipt of a correct, documented invoice. The Authority shall have no further liability to the contractor/consultant, including without limitation, no liability for lost profits.

## **7. 5 PRICE ADJUSTMENTS**

**7.5.1 Escalator Clause:** No price adjustment shall be granted during the first year's duration of an awarded contract. In the event the supplier receives a general price increase due to increases in the cost of raw materials, labor, freight, etc., upon giving thirty (30) days prior notice and if proper documentation is submitted as proof, said increase in addition to the unit price quoted herein, may be permitted, subject to the sole discretion of the Authority or his designee. In the event any such increase is granted, no price adjustment will be permitted prior to the effective date of any purchase orders that are already being processed, or have been filled and are awaiting shipment.

The supplier shall submit the following documentation with each request for price increase:

Yvette Lewis – Procurement Services  
Columbus Regional Airport Authority  
4600 International Gateway  
Columbus, OH 43219

- (1) Copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the supplier and the corresponding increase; and/or
- (2) Copies of correspondence sent by the supplier's aggregator/manufacturer on the aggregator's/manufacturer's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel, labor, etc., and/or
- (3) Copies of excerpts from business publications, market quotations or trade journals recognized as being representative of their particular trade or industry that indicates a trend toward an increase in the current market for commodities under the contract

7.5.2 DEESCALATOR CLAUSE: Should there be a decrease in the cost of the finished product, the Purchasing Agent (see above) shall be notified immediately and the resulting price adjustment will be incorporated into the awarded contract and made a part thereof.

APPENDIX A

| ITEM # | EST.<br>QTY | UNIT | DESCRIPTION                                                                             | PRICE |       |
|--------|-------------|------|-----------------------------------------------------------------------------------------|-------|-------|
|        |             |      |                                                                                         | COST  | TOTAL |
| 1      |             |      | Office #1 Items on hand to be transported to new facility<br>(Tom & Tom's Office)       |       |       |
| 1a     | 2           | EA   | Desks                                                                                   |       |       |
| 1b     | 1           | EA   | 4 Drawer Lateral File Cabinet                                                           |       |       |
| 1c     | 1           | EA   | Printer Stand                                                                           |       |       |
| 1d     | 1           | EA   | Bookcase                                                                                |       |       |
| 1e     | 1           | EA   | Round Table                                                                             |       |       |
| 1f     | 1           | EA   | Conference Chair                                                                        |       |       |
| 2      |             |      | Office #1 Items to be purchased, delivered and installed<br>(Tom & Tom's Office)        |       |       |
| 2a     | 2           | EA   | Office Chairs HON 2091AB.12T                                                            |       |       |
| 2b     | 1           | EA   | Desk HON 10671.HH                                                                       |       |       |
| 3      |             |      | Office #2 Items on hand to be transported to new facility<br>(Vicki's Office)           |       |       |
| 3a     | 1           | EA   | Office Chair/Mat                                                                        |       |       |
| 3b     | 1           | EA   | Conference Chair                                                                        |       |       |
| 3c     | 1           | EA   | 4 Drawer Lateral File Cabinet                                                           |       |       |
| 4      |             |      | Office #2 Items to be purchased, delivered and installed<br>(Vickie's Office)           |       |       |
| 4a     | 1           | EA   | Desk HON 10671.HH                                                                       |       |       |
| 5      |             |      | Office #3 Items on hand to be transported to new facility<br>(Marcus' Office)           |       |       |
| 5a     | 1           | EA   | 2 Drawer Lateral File Cabinet                                                           |       |       |
| 5b     | 1           | EA   | Mini Refrigerator                                                                       |       |       |
| 5c     | 1           | EA   | Black Computer Cart                                                                     |       |       |
| 6      |             |      | Office #3 Items to be purchased, delivered and installed<br>(Marcus' Office)            |       |       |
| 6a     | 1           | EA   | Office Chairs HON 2091AB.12T                                                            |       |       |
| 6b     | 2           | EA   | Conference Chairs HON 2093AB.12T                                                        |       |       |
| 6c     | 1           | EA   | Desk HON 10671.HH                                                                       |       |       |
| 6d     | 1           | EA   | File Cabinet HON 694L.Q                                                                 |       |       |
| 7      |             |      | Office #4 Items on hand to be transported to new facility<br>(Carol's Office)           |       |       |
| 7a     | 2           | EA   | Desks                                                                                   |       |       |
| 7b     | 1           | EA   | 2 Drawer File Cabinet                                                                   |       |       |
| 7c     | 1           | EA   | 3 Drawer File Cabinet                                                                   |       |       |
| 7d     | 1           | EA   | Bookcase                                                                                |       |       |
| 7e     | 1           | EA   | Office Chair/Met                                                                        |       |       |
| 8      |             |      | Office #4 Items to be purchased, delivered and installed<br>(Carol's Office)            |       |       |
| 8a     | 4           |      | Conference Chairs HON VL871                                                             |       |       |
| 8b     | 2           |      | End Tables HON 80170.H                                                                  |       |       |
| 9      |             |      | Office #5 Items on hand to be transported to new facility<br>(Charlie & Henry's Office) |       |       |
| 9a     | 1           | EA   | Desk                                                                                    |       |       |
| 9b     | 2           | EA   | Office Chairs/Mat                                                                       |       |       |

|     |   |    |                                                                                        |  |  |
|-----|---|----|----------------------------------------------------------------------------------------|--|--|
| 9c  | 1 | EA | Conference Chair                                                                       |  |  |
| 9d  | 1 | EA | 2x2 Drawer Lateral File Cabinet                                                        |  |  |
| 9e  | 1 | EA | 4 Drawer Hon File Cabinet                                                              |  |  |
| 9f  | 1 | EA | 4 Drawer Black File Cabinet                                                            |  |  |
| 10  |   |    | Office #5 Items to be purchased, delivered and installed<br>(Charlie & Henry's Office) |  |  |
| 10a | 1 | EA | Desk HON 10671 HH                                                                      |  |  |
| 10b | 3 | EA | Conference Chairs HON 2093AB.12T                                                       |  |  |
| 11  |   |    | Office #6 Items on hand to be transported to new facility<br>(Jim & Curtis Office)     |  |  |
| 11a | 1 | EA | Desk                                                                                   |  |  |
| 11b | 1 | EA | Conference Chair                                                                       |  |  |
| 11c | 1 | EA | Bookcase                                                                               |  |  |
| 11d | 1 | EA | 4 Drawer File Cabinet                                                                  |  |  |
| 11e | 2 | EA | Office Chair                                                                           |  |  |
| 11f | 1 | EA | Mat                                                                                    |  |  |
| 12  |   |    | Office #6 Items to be purchased, delivered and installed<br>(Jim & Curtis Office)      |  |  |
| 12a | 1 | EA | Desk HON 10671.HH                                                                      |  |  |
| 12b | 3 | EA | Conference Chairs HON 2093AB.12T                                                       |  |  |
| 12c | 1 | EA | Bookcase HON 10655.HH                                                                  |  |  |
| 12d | 1 | EA | 4 Drawer File Cabinet HON 314CP.Q                                                      |  |  |
| 13  |   |    | Office #7 Items on hand to be transported to new facility<br>(Michelle's Office)       |  |  |
| 13a | 1 | EA | Desk                                                                                   |  |  |
| 13b | 1 | EA | Conference Chair                                                                       |  |  |
| 13c | 1 | EA | 2 Drawer File Cabinet                                                                  |  |  |
| 13d | 1 | EA | Office Chair/Mat                                                                       |  |  |
| 14  |   |    | Office #7 Items to be purchased, delivered and installed<br>(Michelle's Office)        |  |  |
| 14a | 1 | EA | Conference Chair HON 2093AB.12T                                                        |  |  |
| 15  |   |    | Office #8 Items on hand to be transported to new facility<br>(Maintenance Office)      |  |  |
| 15a | 1 | EA | Office Chair                                                                           |  |  |
| 15b | 1 | EA | 4 Drawer File Cabinet                                                                  |  |  |
| 16  |   |    | Office #8 Items to be purchased, delivered and installed<br>(Maintenance Office)       |  |  |
| 16a | 1 | EA | Desk HON 10671.HH                                                                      |  |  |
| 16b | 2 | EA | Conference Chairs HON 2093AB.12T                                                       |  |  |
| 17  |   |    | Office #9 Items on hand to be transported to new facility<br>(Shuttle Office)          |  |  |
| 17a | 1 | EA | Office Chair                                                                           |  |  |

|     |    |     |                                                                                      |  |  |
|-----|----|-----|--------------------------------------------------------------------------------------|--|--|
| 18  |    |     | Office #9 Items to be purchased, delivered and installed (Shuttle Office)            |  |  |
| 18a | 1  | EA  | Desk HON 10671.HH                                                                    |  |  |
| 18b | 2  | EA  | Conference Chairs HON 2093AB.12T                                                     |  |  |
| 18c | 1  | EA  | File Cabinet HON 314CP.Q                                                             |  |  |
| 19  |    |     | Office #10 Items to be purchased, delivered and installed (Training/Conference Room) |  |  |
| 19a | 36 | EA  | Chairs HON 888193                                                                    |  |  |
| 19b | 12 | EA  | Rectangular Tables (Hold 4 People) HON ED2460N.G2PP                                  |  |  |
| 20  |    |     | Office #11 Items on hand to be transported to new facility (Break room)              |  |  |
| 20a | 1  | EA  | Refrigerator                                                                         |  |  |
| 20b | 1  | EA  | Microwave                                                                            |  |  |
| 21  |    |     | Office #11 Items to be purchased, delivered and installed (Break room Office)        |  |  |
| 21a | 1  | EA  | Long Rectangle Table (Holds 6 people) HON 1135G2P                                    |  |  |
| 21b | 6  | EA  | Chairs HON 888193                                                                    |  |  |
| 21c | 1  | EA  | Break room Table Base Set HON T-20B.CHR                                              |  |  |
| 22  |    |     | Office #12 Items to be purchased, delivered and installed (Copier/Fax)               |  |  |
| 22a | 2  | EA  | Rectangular Tables (Hold Printer, Fax & Copier) HON ED2460N                          |  |  |
|     |    |     |                                                                                      |  |  |
| 23  |    | LOT | Delivery/Installation                                                                |  |  |
|     |    |     |                                                                                      |  |  |
| 24  |    | LOT | Trash Disposal                                                                       |  |  |
|     |    |     |                                                                                      |  |  |
| 25  |    |     | Total                                                                                |  |  |

| ITEM # | EST.<br>QTY | UNIT | OTHER EXPENSES ON A PER UNIT BASIS: | PRICE |
|--------|-------------|------|-------------------------------------|-------|
| 26     |             |      |                                     |       |
| 27     |             |      |                                     |       |
| 28     |             |      |                                     |       |
| 29     |             |      |                                     |       |
| 30     |             |      |                                     |       |
| 31     |             |      |                                     |       |
| 32     |             |      |                                     |       |
| 33     |             |      |                                     |       |
| 34     |             |      |                                     |       |
| 35     |             |      |                                     |       |
| 36     |             |      |                                     |       |
| 37     |             |      |                                     |       |

| ITEM # | MANUFACTURER'S NAME AND CATALOG NUMBER: | %<br>DISCOUNT<br>OFF PRICE |
|--------|-----------------------------------------|----------------------------|
| 38     |                                         |                            |
| 39     |                                         |                            |
| 40     |                                         |                            |
| 41     |                                         |                            |
| 42     |                                         |                            |

For each manufacturer you are proposing to be available on this Master Ordering Agreement, please advise the discount off of an identified price list; submit the list or a link to the list, and indicate the dollar volume per order, per year, or per contract to which the discount applies (i.e. greater volume purchase, greater discount?)

CONTRACT (DRAFT)

BETWEEN

COLUMBUS REGIONAL AIRPORT AUTHORITY  
"AUTHORITY"

AND

  
"CONTRACTOR"

FOR

FURNISHINGS & FURNISHINGS MANAGEMENT



COLUMBUS REGIONAL  
AIRPORT AUTHORITY

2009

COVER

1. **Certification.** Contractor represents and states that the Contractor and its Directors, officers, agents or employees are not involved in and do not have knowledge of collusive activity pertaining to this Contract or any goods, parts, equipment, materials, products, merchandise, substances or items (collectively referred to hereinafter as "goods") or equipment or services included herein (The Equipment). Contractor further represents and states that the prices and terms of purchase and any allowances available shall be in full compliance with the Robinson-Patman Act.

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

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

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

the requirements of federal and state law regulations and in accordance with Columbus City Code, Sec. 2510 and any regulations prescribed there under. Contract numbers and package or equipment/material numbers shall be shown on all packing slips, bills of lading, invoices and correspondence.

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

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

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

8. **Warranties.** In addition to its standard warranty and/or

service guarantee, Contractor warrants that all goods, equipment/material or services delivered will be new and of good quality, material and workmanship, merchantable and free from all defects and conform strictly and in all respects to the instructions, specifications, drawings, samples, data

and/or other descriptions specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by the Authority of the goods, equipment/material or services.

## 8. Warranties (continued)

Contractor represents and warrants that it has full knowledge of the Authority's intended use of the goods, equipment/material or services provided under this Contract. The foregoing warranties of merchantability and fitness for a particular purpose made by Contractor, together with its service warranties, shall inure to the Authority and its customers and shall be in effect as to all goods or equipment/material furnished, serviced or repaired or services rendered for a period of eighteen (18) months after it is accepted by the Authority or for such period of time as may be specified in Contractor's standard warranty, if such period exceeds eighteen (18) months. Neither acceptance nor payment, nor both, shall affect Contractor's obligation under the foregoing warranties or any other warranty, whether express or implied, provided for herein or by law. Notification of breach of any such warranty may be given to Contractor at any time during the warranty period, and at the Authority's discretion. Contractor shall thereupon, at the Authority's sole option: (a) repair, replace or cure the defective goods, equipment/material or services; or (b) agree to an equitable adjustment in the Contract price. If such breach causes injury, loss or injury other than to the goods, including loss or damage to business reputation of the Authority and/or its customers, the Contractor shall compensate the Authority and its customers for all such costs, loss or injury. The Contractor further warrants that the designs and performance of all goods, equipment/material or services being purchased herein conform with the requirements of all applicable insurance and government health and safety regulations, including but not limited to regulations administered by OSHA and the EPA.

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

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

9. Acceptance and Order of Precedence. This Contract is the entire agreement between the Authority and the Contractor, and acceptance of this Contract by acknowledgment or commencement of performance shall be unqualified. Additional or different terms proposed by

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

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

11. Patent, Trademark, Copyright Warranty and Indemnification. Contractor warrants that the sale or use of goods, equipment/material or services being purchased by the Authority herein, either alone or in combination with other goods, equipment/material or services will not infringe or contribute to the infringement of any patents, trademarks or copyrights either in the United States or in foreign countries. Contractor shall defend any action brought against the CRAA so far as the action is based on a claim that the goods or any part of the goods, furnished under an agreement which may result from this proposal constitutes an infringement of any patent of the United States or a trademark. Contractor shall be notified promptly in writing of the action and be given authority, information, and assistance, at the expense of Contractor, for the defense of the action. Contractor shall pay all damages and costs awarded in the action. In case the goods or a part thereof are held to constitute infringement and the use of the goods or part thereof is enjoined, Contractor shall, at the expense of the contractor,

11. Patent, Trademark, Copyright Warranty and Indemnification (continued) either procure for the CRAA the rights to continue using the goods, replace the goods or a part hereof with non-infringing goods of equal or better quality, modify the goods so that the goods become non-infringing while continuing to meet or exceed the original specifications, or retake the goods and refund the purchase prices and the transportation and installation costs of the goods at the option of the CRAA. Contractor agrees to defend, protect and save harmless the Authority, its successors, assigns, customers and users of its goods, equipment/material or services and those for who the Authority may act as an agent, against all suits at law or in equity, and from all damages and expenses resulting from claims and demands for actual or alleged infringement of any patent, trademark or copyright by reason of the sale or use of the goods covered hereby. The Authority reserves the right to control or participate in any such infringement action brought against it.

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

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

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

15. Title to Drawings, Specifications and Other Proprietary Data. The Authority shall at all times have title to all drawings, specifications, dies and other proprietary data furnished by the Authority to the Contractor and intended for use in connection with this Contract. Contractor shall not disclose such drawings, specifications, dies and other proprietary data to others. For purposes of this Paragraph, "other proprietary data" includes, without limitation, all design, engineering and technical information whether patentable or not.

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

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

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

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

20. Accounting Records. During the term of this Contract, including any renewal or extension hereof, and for a period of three (3) years thereafter, or for such longer period of time as may be required by applicable FAA regulations and negotiated with Contractor, the Authority shall have the right, upon reasonable notice to Contractor, to inspect and audit all of the Contractor's books of account, records, computer data, and other documents, pertaining to payments made or to be made pursuant to this Contract and Contractor shall make all such records, books, computer data and other documents available at the place where these books and records are normally maintained; provided, that all such inspections and audits shall be conducted during regular business hours. Contractor will provide adequate work space and office equipment/material for the audit to be conducted. Contractor will ensure that all subcontracts include this right to audit provisions.

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

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

Contractor will permit interviews of employees, reviews and audits of accounting or other records by Authority's representative(s) to evaluate compliance with the business

ethics' standards. Such review and audits will encompass all dealings and activities of the Contractor's employees, agents, representatives, vendors, subcontractors and other third parties paid by Contractor in their relations with Authority's current or former employees or employee relatives.

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

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

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

The Contractor agrees to hold harmless, indemnify and defend the Authority from and against any and all claims, including all reasonable attorneys fees and other expenses of the Authority, for or in connection with, the accident, injury or damage whatsoever caused to any person or property and arising, directly or indirectly, out of any action or omission of the Contractor or any subcontractor, or their respective officers, partners, agents, employees, licensees, in any and all claims which result from any condition created or maintained by the Contractor or any subcontractor or any of their officers, employees or agents, which condition was not specified to be created or maintained by this Contractor.

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

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

## CONTRACT SPECIFIC PAGES

This Contract, pursuant to Resolution No. \_\_\_\_\_ passed \_\_\_\_\_, 20\_\_\_\_, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Columbus Regional Airport Authority, acting by and through its President & CEO (hereinafter referred to as the "Authority") and \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as the "Contractor").

### WITNESSETH:

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

### Article I. Scope

(a) The Contractor, in consideration of the sums of money herein specified to be paid by the Authority to said Contractor, shall and will at its own cost and expense furnish all the labor, materials, supplies, tools and equipment for the item or service, in accordance with the Proposal and in accordance with the Special Provisions, Plans and Specifications, which documents with the Advertisement, Proposal, Affidavits, Bond, and General contract Provisions (the Contract Documents), are hereby made a part of this agreement, all of said work to be fully completed to the satisfaction of the Authority.

### Article II. Time

(a) The equipment/material/service to be purchased under this contract shall be complete, delivered, and /or ready for operation no later than April 30, 2009 for the first order.

### Article III. Invoicing and Payment

(a) The Contractor shall provide correct invoices in a timely manner. The Authority shall not be responsible for payment of any invoice received more than one year after the service or item delivery was completed.

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

(c) The Authority shall make payment for the item or service within thirty (30) calendar days after receiving the required service/taking delivery of the equipment/material in a condition satisfactory to the Authority and receiving a correct invoice.

MORE SEE NEXT PAGE

#### Article IV. Equal Opportunity Clause

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

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

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

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

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

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

#### Article V. Compliance

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

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

MORE SEE NEXT PAGE

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

Contractor: \_\_\_\_\_

The Columbus Regional Airport Authority

By\*: \_\_\_\_\_  
Name of Authorized Signer

By: \_\_\_\_\_  
Elaine Roberts, President and CEO

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

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

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

Approved:

\_\_\_\_\_  
Office of the General Counsel

END OF CONTRACT SIGNATURE PAGES

CONTRACT SIGNATURE AFFIDAVIT

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

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

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

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

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

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

\_\_\_\_\_, and having its principal offices at \_\_\_\_\_  
(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

INSERT CONTRACTOR'S W-9 FORM AND APPROPRIATE INSURANCE

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

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