



Columbus Airport Commission Columbus Airport

REQUEST FOR PROPOSAL #2020-03 Airport Training Management System

February 7, 2020

The Columbus Airport Commission is seeking proposals from qualified firms capable of providing an integrated, cloud- based learning management system (LMS).

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The Commission reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the Commission, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the Commission's website at www.flycolumbusga.com. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the Commission. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The Commission is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit three (3) hard copies and one (1) electronic copy (on CD, DVD, or thumb drive) of your proposal on **March 20, 2020** by 3:00 p.m. to:

Columbus Airport Commission
3250 W. Britt David Road
Columbus, Georgia 31909-5399

If you have any questions about the proposal process, or for technical questions and information contact Chief André D. Parker at 706.324.2449 x 1403, or aparker@flycolumbusga.com.

General Provisions

1. All proposals, consisting of three (3) hard copies and one (1) electronic copy (on CD, DVD or thumb drive) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on **March 20, 2020**. Late proposals will not be considered and will be returned, unopened. Proposals will remain sealed and secured until the stated due date and time for proposal opening.

2. All correspondence should be directed to:

Columbus Airport Commission
Attn: Chief André D. Parker
3250 W. Britt David Road
Columbus, GA 31909
Telephone: (706) 324-2449, x1403
aparker@flycolumbusga.com

FAX submissions will not be accepted as an appropriate response to this RFP.

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Proposals must be submitted in a sealed envelope or package. The exterior of the envelope or package must reference the bidder's name and address, they RFP#, and RFP title. Failure to properly identify the proposal may result in rejection of the proposal. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER
Example: Your firm, Acme Inc., is responding to RFP PS-#1101. Your Adobe Acrobat (pdf) file would be named: **Acme 2020-03**
6. Selection of a successful proposer will be accomplished as described herein.
7. This Request for Proposal does not constitute an offer to enter into a services agreement.
8. The Commission will accept one and only one proposal per vendor. Prior to opening, should the Commission received multiple submissions from one vendor the Commission may 1) contact the bidder to clarify which proposal is valid, or 2) reject all submissions from the vendor as unresponsive.
9. The Commission reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the Commission may appear.
10. All documents submitted to the Commission in response to this Request for Proposal will become the exclusive property of the Commission and may be returned to the proposer or kept by the Commission, in the Commission's sole discretion.

11. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
12. The Commission reserves the right to award the contract to the firm who presents the proposal which in the judgment of the Commission, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional services fees.
13. Should the proposer intend to subcontract all or part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in the proposal (use additional sheets as necessary. The successful proposer shall be responsible for subcontractor(s) full compliance with the requirements of these specifications. **THE AIRPORT COMMISSION WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**
14. Corrections or withdrawals of inadvertently erroneous proposals before or after opening, or cancellation of awards of contracts based on such proposal mistakes may be permitted where appropriate. Mistakes discovered before opening may be modified or proposal withdrawn by written notice received in the office the Airport Director prior to the time of the opening.

After opening, no changes in proposal prices or other provisions of proposals prejudicial to the interest of the Commission or fair competition shall be permitted. In lieu of any correction, a successful proposer alleging a material mistake of fact may be permitted to withdraw its package if the mistake is clearly evident, or if the proposer submits evidence, which clearly and convincingly demonstrates that a mistake was made.

All decisions to permit corrections or withdrawals of proposals or to cancel awards or contracts based on mistakes will be supported by the written determination of the Airport Director.

15. If it becomes necessary to revise any part of this proposal package, a written addendum will be provided to all proposers. The Commission is not bound by any oral representations, clarifications, or changes made to the written specifications by Commission employees, unless such clarification or change is provided to the bidders in written addendum form from the Airport Director. Proposers will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. **It is the proposer's responsibility to ensure that they have received all addenda.**
16. During the evaluation of proposals, the Commission reserves the right to request clarification of proposal packages and to request the submission of references, if deemed necessary for a complete evaluation of responses. Award will be made to the responsive and responsible proposer whose proposal meets the Commission's needs according to criteria designated in the solicitation. The determination of the most responsive and responsible proposer may involve all or some of the following factors: prices, conformity to specifications, financial ability to meet the contract, previous

performance, facilities and equipment, experience, terms of payment, compatibility as required, other cost, and other objective and accountable factors, if any, (which are further described in the specifications). The Commission shall be the sole judge of the factors and will make the award in the best interest of the Commission.

17. Proposers may be disqualified and rejection of proposals may be recommended by the Selection Committee for any (but not limited) of the following reasons:
 - a. Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
 - b. Any irregularities contrary to the General Provisions or bid specifications.
 - c. Unbalanced unit price or extensions.
 - d. Unbalanced value of items.
 - e. Failure to use the proper forms furnished by the Commission.
 - f. Failure to complete the proposal properly and in the format specified by the Commission.
 - g. Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with proposal.
 - h. Failure to properly sign forms in ink.
18. All proposers will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.
19. When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. Bids found to be in non-compliance with these requirements will be subject to rejection.
20. By signing and submitting this proposal, proposer declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the Commission's bid list for one full year and any current orders will be canceled.
21. The successful proposer agrees, by entering into any contract, to defend, indemnify and hold Commission harmless from any and all causes of action or claims of damages arising out of or under this contract.
22. Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the Commission that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of Commission contracts to the extent practical and consistent with the efficient performance of the contract.
23. The successful proposer will comply with all Federal and State requirements

concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin or physical handicap.

24. A protest with respect to this Request for Proposals shall be submitted in writing to the Airport Director no less than five (5) days prior to the opening of bids or later than the closing date of proposal. If the matter is not resolved by the Airport Director, then an appeal may be filed with the Airport Commission.
25. During the evaluation of bids, the Commission reserves the right to request a demonstration or site visit of the product, equipment or service offered by a proposer. The demonstration or site visit shall be at the expense of the proposer. Proposers, who fail to provide demonstration or site visit, as requested, will be considered non-responsive.
26. When such action is in the best financial interest of the Commission, contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be canceled and re-advertised at the discretion of the Airport Commission and in accordance with contract terms.
27. Questions concerning specifications must be submitted, in writing, at least ten (10) working days (Monday-Friday) prior to the RFP closing date. Questions received less than ten working days prior to RFP closing will not be considered
28. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the Commission during subsequent negotiations. The successful proposer is expected to execute a Professional services agreement similar to that in Appendix A. This sample agreement is for reference to the anticipated terms and conditions governing the Commission and the successful proposer. The proposer must take exception in their proposal to any section of the attached draft agreement they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample agreement. The Commission reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached Concession agreement. **BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COMMISSION INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE SERVICES AGREEMENT.** The selected proposer will be asked to provide evidence that Commission insurance requirements have been met. See Appendix A – Sample Commission Agreement, and in the Sample Commission Agreement the insurance requirements are found in article 8.
29. The parties agree that this RFP and subsequent agreements shall be governed by and interpreted in accordance with the substantive laws with the State of Georgia, without regard to conflicts of laws rules. Any and all actions with respect to matters arising out of or under the RFP or any subsequent contract may be adjudicated only in a court of competent jurisdiction in Muscogee County, Georgia and the Proposer waives any and

all objections to the personal jurisdiction of such courts.

30. CALENDAR OF EVENTS:

The following is a tentative schedule of events which the project is expected to follow. These dates are considered flexible and the Commission reserves the right to adjust the dates and timeframes as necessary.

Airport Issues RFP	02/07/2020
Notice of Solicitation Issued	02/07/2020
Deadline for Written Questions	02/28/2020
Site Visit	03/02-06/2020
Proposal Submission Deadline	03/20/2020
Oral Presentations (optional)	03/30-04/03/2020
Airport Director to finalize recommendation for Airport Commission	04/16/2020
Airport Commission approves successful contractor	04/22/2020
Contract Start Date	05/01/2020

PROPOSAL FORMAT

A qualifying proposal must address all of the following points (not to exceed 30 pages):

1. Project Title
2. Applicant or Firm Name
3. Firms Ability to Execute of the Scope of Work Described Below
4. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Service Provider is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of Service Providers, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral. References should specify: project name and location; description of work; contract value of work performed by Service Provider and project value; name, address, and telephone number of project owner/representative.
5. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from Commission staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
6. Disadvantaged Business Enterprise (DBE) Participation

Each response shall clearly outline any DBE partnerships that the Service Provider has created for completion of the work. Response should also provide the Commission a clear understanding of how the firm mentors or develops DBE's to perform Department of Transportation (DOT) work.
7. Fees and Insurance
 - a. Proposers will submit fees schedules representing hourly fees of principals involved as well as quotes for tentative services identified in the Scope of Work.
 - b. The selected Service Provider will be required to provide insurance coverage in the amount of \$ 2,000,000 General Liability Insurance, \$ 1,000,000 of Professional Liability Insurance and \$1,000,000 Automobile Liability. In addition, the selected Service Provider shall have Worker's Compensation coverage as

required by the State of Georgia and Employer's Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

- c. The Service Provider shall provide within five (5) days after Service Provider executes a contract with Commission, a certificate of liability insurance naming the Columbus Airport Commission and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the Commission.

- d. Indemnification

Service Provider shall defend, indemnify and hold harmless the Commission, its agents, servants and employees, successors and assigns, from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be suffered by any personal entity that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder, specifically including any attorney's fees incurred by the Commission with respect to retaining counsel of its choice in the defense of any actual or threatened lawsuit, including all costs associated therewith. This obligation to indemnify shall extend to all claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the Commission, its agents, servants and employees, successors and assigns. This indemnity will not extend to any claims or losses arising solely out of the gross negligence or willfulness conduct of the Commission, its agents, servants and employees, successors and/or assigns.

DESCRIPTION OF PROJECT

Project

A solution is desired that will support company-wide administration, documentation, tracking, reporting, authoring and delivery of training. There is also a need for a repository for e-based content covering the gamut from off the shelf to custom developed solutions addressing company-wide skill building and compliance needs. Support for the integration of digital and online media with more traditional classroom content to create blended learning solutions is also highly desirable. The overarching goal is to provide Columbus Airport employees with more qualitative development options as well as control over time, place, path and pace in the delivery of learning.

Training modules that must be included are:

- Airport specific training curriculum
 - Movement Area Driver Training
 - Airfield Safety and Incursion Prevention
 - Basic Security Awareness
 - SIDA/AOA Security Training
 - Physical Vehicle Inspection Training
 - Access Media Signatory Training

Additional tangible deliverables include a customizable cloud-based solution with some (or all) of the following features:

- Single sign-on
- Uploading of in-house developed and/or vendor provided content
- Self-enrollment
- Auto-enrollment (mandatory recurrent training)
- Automatic notifications
- Management and tracking of singular and reoccurring delivery of all live and virtual forms of training
- Classroom and classroom resource management
- Certificate of completion generation
- Document library
- eSignature
- Best practice integration or interfacing methodologies
- Learning compliance paths
- Mobile learning options
- Assessment development and tracking
- Virtual classroom integration

The resulting recommendation is also expected to address software integration methodology including the estimated time and projected costs for testing, system integration, conversion, issue resolution and GOLIVE for a minimum of three (3) and a maximum of five (5) years. Post launch maintenance and on-going support for the aforementioned period(s) should also be addressed in the proposal.

Scope of Work: The goal of this RFP process is to identify a candidate to provide, implement and maintain a cost-effective and integrated, cloud-based learning management system that supports company-wide administration, documentation, tracking, reporting, authoring and delivery of training for a minimum of three (3) and a maximum of five (5) years. The proposed solution should be available 24 hours a day, 7 days a week with the ability to support learning and development for 1,000 plus employees, contractors, and vendors.

Contractor Requirements

1. All service work performed by contractor shall be to a professional standard performed in a neat and workmanship manner, meeting all required state and building codes when applicable.
2. The contractor shall perform the work in a way to minimize disruption to the normal operation the Columbus Airport Commission. Upon completion of work the contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.
3. The contractor shall make necessary repairs to in such a manner that does not damage Airport property, if damage occurs to the property adjacent property by reason of any repairs or installations performed under this contract shall replace and or repair the same at no cost to the Columbus Airport Commission.
4. For each project contemplated under the contract, the contractor shall provide a not-to-exceed estimate for approval by the Facilities department prior to commencement of the work.

A. Proposal Review Process

A committee comprised of various representatives from Columbus Airport departments will evaluate responsive and responsible proposals. The Committee may request clarifications and/or additional information from any Proposer through written correspondence. At the Columbus Airport's option, Proposers may be shortlisted and invited to make presentations to the Committee. The Committee will prepare an objective ranking of the proposals. The Columbus Airport may, at its sole discretion, reject any or all proposals submitted in response to the Request for Proposal.

Phase 1: Proposal Evaluation

During this first phase, the Columbus Airport's Evaluation Committee will evaluate all proposals based on the Phase 1 criteria described below:

- Firm's Qualifications (Attachment B) (Maximum 25 Points)

This will include a thorough and detailed review of the submitted Organizational Information.

- Pricing (Attachment D) (Maximum 25 Points)

This will include a thorough and detailed review of the Proposer's pricing. Although price will be a factor in proposal evaluation, the Columbus Airport reserves the right to accept other than the lowest priced proposal.

- Response to RFP Statement of Work Requirements (Attachment E) (Maximum 40 Points)

This will include a thorough and detailed review of the responses to the Work Statement specifications, the quality, completeness, accuracy and level of detail of the Proposal and the demonstration of the Proposer understands of the concepts and requirements of the system.

- Compliance with RFP Requirements and Contract Provisions (Attachment G) (Maximum 5 points)

This will be reviewed and scored based on the Proposer's exceptions to the RFP Requirements and Contract Provisions. Proposals that accept the RFP Requirements and Contract Provisions as is will receive the maximum points allotted for this criterion during proposal evaluation. Proposals that reject and state exceptions to the RFP Requirements and Contract Provisions will receive no points.

- Thoroughness and Quality of Response (Maximum 5 points)

This will include a thorough and detailed review of the Proposer's adherence to required format, clarity of expression, and comprehensive responses to questions, that show a thorough, high quality proposal, which reflect the level of professionalism that the Columbus Airport may expect in future interactions with the Proposer.

The Columbus Airport {may/expects to} shortlist Proposers with the highest evaluation scores based on the above criteria. Only these shortlisted Proposers will be invited to continue to Phase 2. The scores from Phase 1 WILL NOT be carried forward to Phase 2 evaluation.

Phase 2: Shortlisted Proposer Evaluation (optional)

During this second and final phase, the Evaluation Committee will evaluate finalist Proposers through inviting the finalist Proposers to attend team oral presentations/interviews and evaluating the finalist Proposers based on the Phase 2 criteria described below. The Columbus Airport reserves the right to request additional information from Proposers prior to final selection, and to consider information about the Proposer other than that submitted in the proposal.

- Finalist Proposer Team Interview (Maximum 40 Points)

The Columbus Airport's Evaluation Committee will evaluate interviews based on the team's responses to questions, ability to effectively communicate, and the Committee's assessment of the team's ability to work successfully with each other and Columbus

Airport staff. The Columbus Airport Commission may also ask Proposers to submit written responses to some questions in advance of the interviews.

- Strategic Fit (Maximum 60 Points)

The Columbus Airport will evaluate proposed solutions based on overall best fit with The Columbus Airport's business goals and objectives. The Committee will consider solution simplicity, overall alignment with the requirements set forth in the RFP, as well as compliance with contract terms and conditions and any and all additional findings from the Columbus Airport's due diligence process. The Columbus Airport's due diligence may include client references, site visits, and independent evaluations and rankings for the Proposer from industry references.

Competitive Negotiation

The Columbus Airport retains the right to negotiate the final contract terms and conditions, to be presented to the Columbus Airport Commission for approval, with one or more of the apparent most responsive proposers as solely determined by the Columbus Airport. The Columbus Airport reserves the right to request clarification, to conduct discussions with proposers, to request revisions of proposals, and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of proposals or discussions. When the Airport Commission makes an award, the solicitation file and the proposals are a matter of public record.

Best and Final Offer

The Columbus Airport Commission may issue a written request for Best and Final Offers (BAFO). The request shall set forth the date, time and place for the submission of the BAFO. BAFOs shall be requested only once, unless the Airport Director makes a written determination that it is advantageous to the Columbus Airport Commission to conduct further discussions or change the Columbus Airport's requirements. The request for a BAFO shall inform Proposers that if they do not submit a notice of withdrawal or a BAFO, their immediate previous offer will be construed as their Best and Final Offer.

Award of Contract

Subject to the Columbus Airport Commission's approval, award will be made to the proposer whose proposal has been deemed most advantageous to Columbus Airport Commission in accordance with the evaluation criteria contained in this RFP.

B. BASIS OF AWARD

It is the Commission's desire to employ individuals from a qualified firm that exhibit proactive leadership and good planning and management practices. Of particular importance is the ability of the successful firm to provide staff that are self-motivated and can quickly learn the Commission process, and manage projects with minimal Commission oversight.

Local professionals who maintain fully-staffed offices in the Columbus area shall be given preference if quality, service and all other relevant factors are equal.

The award of the contract will be based on criteria and guidelines established by the Commission. The award will be made after a careful evaluation by the selection committee and will be based on the selection criteria, the proposers demonstrated competence as well as the best interests of the Commission.

C. ADDENDA

Any addenda to this Request for Proposals will be mailed to all potential firms who have been issued a copy of the RFP. Responses to relevant questions submitted by the date indicated in the Calendar will also be mailed to all potential firms who have been issued a copy of the RFP. Relevancy of questions will be at the sole discretion of the Commission.

D. CONTACT PERSON

Columbus Airport Commission
3250 W. Britt David Road
Columbus, GA 31909-5399
706-324.2449 x1410
706.324.1016

Interested firms shall not contact other Commission staff with questions or suggestions regarding this Request for Proposals without first contacting the Airport Director.

Appendix – A

CONTRACT for XXXX SERVICES

Title

Contract made on the ____ day of _____, 20xx.

BETWEEN the Owner: **Columbus Airport Commission** hereinafter referred to as "**Commission**", and _____ hereinafter referred to as "**Service Provider**",

For the following services:

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 8 - CONFLICT OF INTEREST

The **Service Provider** covenants that the **Service Provider** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the **Service Provider**.

ARTICLE 1 - RESPONSIBILITIES AND SERVICES OF SERVICE PROVIDER

Commencing with an execution of this Contract, the **Service Provider** will provide the services as described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth.

EXHIBIT "A" – SCOPE of SERVICES
EXHIBIT "B" – PAYMENT SCHEDULE

1.2 Coordination: In the performance of the **Service Provider's** services under this Contract, the **Service Provider** agrees that they will maintain such coordination with **Commission** Personnel as follows:

The Airport Director as primary contact and described in Article 2.1. The Airport Director is authorized to give written approvals for Work that affect the Scope of Work and the Cost of the project on behalf of the **Commission**. Other members of the **Commission's** airline recruitment team may include individuals and/or entities outside the **Commission** structure.

1.3 Neither the **Commission's** review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the **Service Provider** shall be and remain liable to the **Commission** in accordance with applicable law for all damages to the **Commission** caused by the **Service Provider's** failure to perform any of the services required under this Contract.

1.4 All materials produced in support of this Project by **Service Provider** are property of the Columbus Airport Commission and shall be surrendered to **Commission** upon termination of this Contract.

ARTICLE 2 - RESPONSIBILITIES OF THE COMMISSION

2.1 The **Commission's** designated representative is authorized to act in the **Commission's** behalf with respect to the Project. The **Commission**, or such authorized representative, shall examine

the documents submitted by the **Service Provider** and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the **Service Provider's** services.

- 2.2 The **Commission** shall furnish the Service Provider with all information in its possession that is reasonably necessary for the performance of the work described herein.
- 2.3 The **Commission** shall provide full information about the requirements for the Project including budget limitations, scheduling and other programmatic information.

ARTICLE 3 - FEE AND METHOD OF PAYMENT

The **Commission** will pay the **Service Provider** the following Fees:

Commission shall compensate **Service Provider** for Services rendered as described in Exhibit B.

ARTICLE 4 - MODIFICATION OF CONTRACT

This Contract may be modified only by a written amendment signed by the **Commission** and the **Service Provider**. All modifications must be in writing and signed by the **Commission** representative with the authority to modify this Contract.

ARTICLE 5 - PAYMENT FOR EXTRA WORK OR CHANGES

Extra work or changes in the scope of work, time of performance, and amount of compensation, shall be authorized in writing prior to commencement of the work by the Airport Director. Claims for Payment for approved extra work must be submitted by the Service Provider within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the Airport Director.

ARTICLE 6 - TERM

- 6.1 Unless terminated earlier as provided for herein, the term of this agreement is from execution through midnight XXXX.
- 6.2 Either party may terminate this agreement with thirty- (30) days advanced written notice.

ARTICLE 7 - SERVICE PROVIDER STAFF

- 7.1 The **Service Provider** has been selected to perform the work herein because of the skills and expertise of key individuals. The **Service Provider** shall contract for or employ at the **Service Provider's** expense, **Sub-Service Providers** to the extent deemed necessary for providing criteria and reviews for the project, and licensed as such by the State of California and all other **Service Providers** as necessary for development of the project.
- 7.2 The **Service Provider** shall designate **one or more persons**, whom, as long as his performance continues to be acceptable to the **Commission**, shall remain in charge of the services for the Project for the duration of the work. Additionally, the **Service Provider** must furnish the names of all other key people in the **Service Provider's** firm who will be associated with the Project. If the designated lead or key person fails to perform to the satisfaction of the **Commission** upon written notice, the **Service Provider** will have 10 working days to remove that person from the Project and replace that person with one acceptable to the **Commission**.

ARTICLE 9 - STATUS

- 9.1 The **Service Provider** shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the **Commission** to exercise discretion or control over the professional manner in which the **Service Provider** performs the services which are the subject matter of this Contract. The services to be provided by the **Service Provider** shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 9.2 The **Service Provider** understands and agrees that **Service Provider's** personnel are not and will not be eligible for membership in or any benefits from any **Commission** group plan for hospital, surgical or medical insurance or for membership in any **Commission** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a **Commission** employee.

ARTICLE 10 - WARRANTY OF SERVICE PROVIDER

The **Service Provider** warrants that the **Service Provider** and each of the personnel employed or otherwise retained by the **Service Provider** are properly certified and licensed under the laws and regulations of the State of Georgia to provide the special services herein agreed to.

ARTICLE 11 - COVENANT AGAINST CONTINGENT FEES

The **Service Provider** warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Service Provider**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the **Commission** shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 12 - NONDISCRIMINATION

The **Service Provider** shall comply with laws and regulations governing nondiscrimination in employment.

- 12.1 **Nondiscrimination:** The **Service Provider**, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including the procurement of materials.
- 12.2 **Prohibition:** There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by federal or state law or regulations promulgated thereunder. Gender harassment is included in this prohibition as a form of discrimination.
- 12.3 **Gender Harassment Warranty and Liability:** All **Service Providers** have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every **Service Provider** who violates gender harassment laws shall be liable to the **Commission** for all claims, demands, damages, costs, expenses and attorney's fees incurred by the **Commission** as a result of behavior of any of the **Service Provider's** personnel performing this Contract.

ARTICLE 13 - ENTIRE CONTRACT AND MODIFICATION

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. The **Service Provider** shall be entitled to no other benefits than those specified herein. The **Service Provider** specifically acknowledges that in entering into and executing this Contract, the **Service Provider** relies solely upon the provisions contained in this Contract and no others.

ARTICLE 14 - NON-ASSIGNMENT OF CONTRACT

Inasmuch as this Contract is intended to secure the specialized services of the **Service Provider**, the **Service Provider** may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the **Commission** and any such assignment, transfer, delegation or sublease without the **Commission's** prior written consent shall be considered null and void.

ARTICLE 15 - ENFORCEABILITY

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 16 - LAW; VENUE

This Contract has been executed and delivered in the State of Georgia and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of Georgia. The duties and obligations of the parties created hereunder are performable in Columbus, Georgia and as such Columbus, Georgia shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract and the Service Provider, for itself, its successors and assigns, hereby waives any and all objections to the personal jurisdiction of the Superior or State Court of Muscogee County, Georgia, or the United States District Court for the Middle District of Georgia with respect to any action which may be brought hereunder.

ARTICLE 17 - INDEMNIFICATION

To the fullest extent permitted by law, Service Provider shall defend, indemnify and hold harmless the Commission, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Service Provider that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Service Provider and/or its agents, employees or subService Providers. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the Commission, its officers and employees.

It is the intent of the parties to provide the **Commission** the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

ARTICLE 18 - INSURANCE

Service Provider shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Contract such insurance. All insurance coverages are to be placed with insurers are qualified to do business in the State of Georgia.

18.1 General Requirements: The following requirements apply to all insurance to be provided by **Service Provider**:

- a. A Certificate of Insurance shall be furnished to **Commission** prior to commencement of work. Upon request by the **Commission**, **Service Provider** shall provide a certified copy of any insurance policy to the **Commission** within ten (10) working days.
- b. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to **Commission**.
- c. Approval of the insurance by **Commission** shall not relieve or decrease the extent to which the **Service Provider** may be held responsible for payment of damages resulting from **Service Provider's** services or operations pursuant to this contract.
- d. The parties expressly agree that the indemnification and insurance clauses in this contract are an integral part of the performance exchanged in this contract. The compensation stated in this contract includes compensation for the risks transferred to **Service Provider** by the indemnification and insurance clauses.

18.2 Professional Liability Insurance: **Service Provider** shall maintain in full force and effect during the entire term of this Contract, professional liability "errors and omissions" insurance with limits of liability of not less than \$2,000,000 per claim or occurrence to cover all services rendered by **Service Provider** pursuant to this Contract.

18.3 Commercial General Liability (CGL): **Service Provider** shall maintain in full force and effect, for the period covered by this Contract, Commercial General Liability insurance with limits of liability of not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of \$1,000,000; and including the following coverages:

1. Personal Injury and Bodily Injury, including death resulting therefrom.
2. Property Damage.
3. Automobile coverage which shall include owned, non-owned and hired vehicles.
4. The following endorsements must be provided in the CGL policy:
 - a. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
 - b. The policy must cover personal injury as well as bodily injury.
 - c. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
 - d. The **Columbus Airport Commission**, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the **Commission**, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this contract shall be construed to require **Service Provider's** insurance to indemnify **Commission** in contravention of Insurance Code 11580.04.

18.4 Worker's Compensation Insurance: In accordance with the provisions of Labor Code Section 3700, if **Service Provider** has any employees, **Service Provider** is required to be insured against liability for Worker's Compensation or to undertake self-insurance. **Service Provider** agrees to comply with such provisions before commencing the performance of the Work of this Contract

ARTICLE 19 - TERMINATION OF CONTRACT

As provided herein the **Commission** shall have the right to terminate this Contract by giving thirty (30) days written notice thereof to the **Service Provider**. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such

termination. The **Service Provider** shall be paid for all work authorized under this contract and satisfactorily completed prior to the effective date of such termination as determined by the **Commission**.

ARTICLE 20 – THIRD PARTY BENEFICIARIES

There are no intended or incidental third party beneficiaries of the Agreement, and no one except the Parties to this Agreement may seek to enforce its terms.

ARTICLE 21 - COMMUNICATIONS

Communications between the parties to this Contract shall be sent to the following addresses subject to change from time to time:

Commission: Columbus Airport Commission
3250 Britt David Road
Columbus, GA 31909-5399
Attention: _____
(706) 324-2449 x1410, (706) 324-1016 FAX
XXXXX@flycolumbusga.com

Service Provider:

////////////////////////////////////
Nothing follows except Signatures

ACCEPTED AND AGREED this _____ day of _____ 20__

**SERVICE PROVIDER
COMMISSION**

COLUMBUS AIRPORT

BY: _____
TITLE

BY: _____
COMMISSION CHAIR

ATTEST:

Approved by Commission Action on:
_____, 20__

RECOMMENDED:

AIRPORT DIRECTOR

APPROVED AS TO FORM AND LEGAL EFFECT

DON MORGAN
COMMISSION COUNSEL

DATE: _____

Exhibit A
Scope of Services

1.

END OF EXHIBIT "A"

EXHIBIT B

PAYMENT SCHEDULE

1. PAYMENTS TO THE SERVICE PROVIDER

1.1 PAYMENTS:

1.1.1 **Services**

The consideration to be paid **Service Provider**, as provided herein, shall be compensation for all of the **Service Provider's** services and expenses incurred in the performance hereof, as listed below:

1.1.2 **Hourly Rates**

Service Provider shall be compensated for all other services on an on-call basis using the rates below (attach pages as necessary):

1.2 REIMBURSABLE EXPENSES

With respect to Reimbursable Expenses, the invoice shall specifically describe the expense for which reimbursement is sought. It is expressly understood and agreed that only actual costs of the Reimbursable Expenses shall be charged to the **Commission** and that the **Service Provider** shall not be entitled to any overhead or profit for the Reimbursable Expenses. Expenses incurred in the performance of **Service Provider's** services that are limited and include printing and travel expenses related to the services listed above.

1.3 METHOD OF PAYMENT:

1.3.1 **Service Provider's** invoices, shall be in a format approved by the **Commission**, and are to be submitted to the **Commission** via the **Commission's** Airport Director.

1.3.2 Upon receipt and approval of **Service Provider's** invoices for services listed in 1.1 above, payment will be with Net 30 payment terms.

1.4 BILLING RATES FOR ADDITIONAL SERVICES

1.4.1 **ADDITIONAL SERVICES**, will only be allowed unless authorized in advance in writing by the **Commission** shall be performed based on a negotiated fee for such services.

1.4.2 **SUBSERVICE PROVIDERS**, TBD.

2. PAYMENTS TO SUB-SERVICE PROVIDERS

TBD

END OF EXHIBIT "B"