

**Request for Proposal (RFP)
Terms and Conditions**

- A. The District reserves the right to reject any or all proposals, or to award the contract to the next most qualified Contractor if the selected Contractor does not execute a contract within seven (7) days after the award.
- B. The District reserves the right to request any supplementary information it deems necessary to evaluate the Contractor's experience, qualifications, or to clarify or substantiate any information contained in the Contractor's submittal.
- C. Any proposal submitted will constitute an irrevocable offer, for a period of ninety (90) days, to sell to the District the services set forth in the enclosed Scope of Work and Specifications.
- D. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the District shall have the right to terminate its contract by specifying the date of termination in a written notice to the Contractor at least thirty (30) days before the termination date. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed.
- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the District and shall contain, at a minimum, applicable provisions of the RFP. The District reserves the right to reject any agreement that does not conform to the RFP and to any District requirements for agreements and contracts.
- F. The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the District.
- G. No reports, information, or data given to or prepared by the Contractor under the contract shall be made available to any individual or organization without the prior written approval from the District.
- H. Insurance Requirements: The selected Contractor shall carry and keep in force a comprehensive general liability and employer liability insurance by an insurance company authorized to do business in the State of South Carolina with limits of liability as follows:

Employer Liability	\$1,000,000
Comprehensive General Liability	
Bodily Injury	\$1,000,000 each occurrence, and \$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence, and \$2,000,000 aggregate

The selected Contractor shall furnish certificates of professional liability insurance satisfactory to the District as to contents and carriers. Upon execution of a contract, the selected Contractor shall furnish to the District a good and sufficient Certificate of Insurance by said insurance company, and an Owner's Protective Liability Policy naming the Richland-Lexington Airport District, the Richland-Lexington Airport Commission, and the Richland-Lexington Airport District Employees as named insured. Both policies shall contain the stipulation and agreement that the insurance provided by said policies is continually in full force and effect and is not subject to cancellation or modification in full or in part without thirty (30) days advance written notice to the District.

- I. Automobile Insurance Requirements: The selected Contractor shall carry and keep in force an automobile insurance policy by an insurance company authorized to do business in the State of South Carolina with limits of liability as follows:

Single Limit	\$1,000,000
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The selected Contractor shall furnish certificates of professional liability insurance satisfactory to the District as to contents and carriers. Upon execution of a contract, the selected Contractor shall furnish to the District a good and sufficient Certificate of Insurance by said insurance company, and an Owner’s Protective Liability Policy naming the Richland-Lexington Airport District, the Richland-Lexington Airport Commission, and the Richland-Lexington Airport District Employees as named insured. Both policies shall contain the stipulation and agreement that the insurance provided by said policies is continually in full force and effect and is not subject to cancellation or modification in full or in part without thirty (30) days advance written notice to the District

- J. Workers’ Compensation and Employer’s Liability Insurance: The Contractor shall maintain workers’ compensation and employer’s liability insurance in the amounts and form required by the laws of the State of South Carolina. The Contractor shall furnish a certification of said insurance to the District certifying that the District will be given thirty (30) days written notice of non-renewal, cancellation or other material change.

- K. Hold Harmless Agreement

It is hereby agreed that all construction contracts do contain or be deemed to contain the following agreement: CONTRACTOR [or SUBCONTRACTOR, as appropriate] shall save the OWNER and the ARCHITECT harmless from any and all claims, damages, liabilities and loss growing out of injury to, or the death of any of the CONTRACTOR's [or SUBCONTRACTOR's, as appropriate] employees or any other persons while on or about the OWNER'S premises in connection with any matter relating to the performance of this contract."

- L. Qualifications/Certifications

Proposals will be considered only from responsible individuals, co-partnerships, corporations, or other private organizations demonstrating that they have the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work. Labor relations measured by standards of compensation, promptness in meeting obligations, and frequency of personnel changes, among other things, will be considered in determining whether a proposer has an established operating organization

The proposer must also have the applicable South Carolina licenses and certifications to perform all services applicable to the RFP.

- M. Employee Identification and Access Control (if applicable)

The Contractor shall agree that Contractor and Contractor’s employees shall be required to successfully complete the CAE badge process prior to beginning work and will be required to follow all CAE, Federal Aviation Administration and Transportation Security Administration strict security rules and regulations. The badge process requires a Federal background investigation. The Contractor shall agree that the Contractor will be held responsible for Contractor’s employees. The Contractor and Contractor’s employees shall not enter any of the Airports restricted areas unless authorized. The Contractor shall agree that Contractor and Contractor’s employees shall have Airport badges and shall display their badges, at all times, while on Airport Property.

The Contractor shall also agree that Contractor is responsible for all CAE badge fees, which shall include, but is not limited to, original badges, lost badges, replacement badges, damaged badges and badge increases. Current background check/badge fees are \$85.00 per employee; current replacement badge fees are \$45.00 per employee, all subject to price increase.

N. Staging Area, Maintenance and Security of Site

An area will be made available to the Contractor for his use as a staging area in the vicinity of the Work. If required, fencing of the staging area including gates, gate operators and locks is to be provided by the Contractor as part of this Contract and shall be maintained at all times. Contractor shall be responsible for the security of his staging area.

The staging area and access to the Work is located near an area that is required by Airport and FAA regulations to be highly secure (sterile area) for the protection and safety of air traffic. It is not expected that the prosecution of the Work will require the Contractor to have access to the sterile area however, if such access is required the Contractor will be required to have employees badged in accordance with the airport security plan. This plan requires that key personnel and supervisors have security clearance, be badged and required to display same. Security clearances will include background checks in accordance with FAA regulation FAR 107 and other requirements required in order to obtain a badge. Failure to comply with FAA security regulations may carry a minimum federal fine of \$1,000.00 and a jail sentence.

Further details pertinent to security requirements will be provided at pre-bid conference.

Parking for the contractors and subcontractors vehicles in quantities determined by the Airport will be provided at no cost to the Contractor. Contractor shall not be allowed to park in areas other than those areas designated for his use and any such improperly parked vehicles shall be subject to towing, fines or both at the sole discretion of the Airport. Owner will make every effort to provide spaces near the Work when possible however no such accommodation is guaranteed. Designated parking may be in an area that requires a badge for access as described above.

O. No Smoking Zone

Columbia Metropolitan Airport is a smoke free facility. Smoking is permitted in designated areas only. There are no exceptions to this requirement.