

**REQUEST FOR QUALIFICATIONS
TO PROVIDE
AIRPORT/AIR CARGO CONSULTING SERVICES**

PROPOSED SCHEDULE

- Request for Qualifications published on <http://www.gspairport.com>: Week of March 16, 2020
- Request for Qualifications Advertised: Week of March 16, 2020
- Proposals Due: April 17, 2020
- Committee selection of firms: Week of April 27, 2020
- Notification for Interviews: Week of April 27, 2020
- Interviews: Week of May 11, 2020
- Notification of Selection: Week of May 11, 2020
- Contract negotiation: Week of May 18, 2020

Questions or clarifications regarding this request for qualifications may be submitted to:

Jonathan Stone
Contracts Manager
Greenville-Spartanburg Airport District
2000 GSP Drive Suite 1 Greer, SC 29651
(864) 655-5699
jstone@gspairport.com

Purpose

The Greenville-Spartanburg Airport District's (District) vision is to serve as the region's global transportation hub and economic catalyst by providing best-in-class infrastructure and service. The District seeks a qualified and experienced air cargo consultant professional/firm to provide consulting services and to assist the District with developing programs and strategies to respond to changing market conditions, to expand the levels of service provided by the existing air cargo carriers, and to attract additional all-cargo air service to the Greenville-Spartanburg International Airport (GSP).

Background

In 2018, All-Cargo landed weight at GSP was 448,961,890 lbs. – up 30% from the previous year. The increase in all-cargo operations is largely due to the start of non-stop service to Frankfurt Germany in November of 2016. The new service has grown more quickly than anticipated and currently operates four full rotations per week between GSP and HHN.

GSP is now served by three mainline all-cargo carriers and nonstop service to six destinations. Airline service includes FedEx Express, Magma Aviation/Air Atlanta Icelandic, UPS and a variety of contract carriers.

Home to brands like BMW, Michelin, GE, Milliken and Lockheed Martin, Upstate South Carolina is a leader in advanced manufacturing for industries such as automotive, aerospace and engineered materials. The region is highly industrialized with over 500 foreign owned companies investing directly over \$600 million dollars and more than 2,500 new jobs in 2018. In the same year, the local Foreign Trade Zone #38 ranked #1 in the United States for Imports and #9 for Exports. In 2017 South Carolina exported \$32.2 billion in goods made by 6,303 companies.

The Greenville-Spartanburg Airport District is a political subdivision of the State of South Carolina. The Greenville-Spartanburg Airport Commission acts as the governing body of the District.

Term

The initial term of the contract shall be one year, with two, one-year options to renew upon concurrence by both parties.

Scope of Services

The District is requesting proposals from aviation consulting firms to develop and help implement air service strategies to enhance air cargo service at GSP. The Consultant will work with the District's Director of Aviation Services in developing marketing program efforts. This may include identification of air service development opportunities, development of relevant marketing information and presentation materials, and technical analysis generating both route-specific traffic forecasts and estimated financial performance of air service route opportunities for targeted air carriers. The scope may also include analyses and recommendations on appropriate uses of air service development incentives, which may be requested or warranted in obtaining airline commitments to initiate new service. The scope may include participation in the preparation and presentation of numerous carrier-specific route proposals, as directed by the District. The selected consultant will communicate with the Airport on a regular basis to inform of industry changes and opportunities pertinent to the District's objectives.

The Consultant may be expected to perform a variety of consulting services including, but not limited to:

- 1) Air Cargo Market Profile Update. The profile will provide context and outline market data that forms the basis for GSP air cargo development decisions and initiatives.
- 2) Air Cargo Action Plan Update. The plan will outline steps, processes and programs to enhance GSP's position for improved air cargo service with its existing carriers and potential new airlines.
- 3) Assist in execution of Air Cargo Action Plan. Represent GSP interests at national and international conferences and meetings. Facilitate special meetings and presentations. Provide on-call consulting.
- 4) Assess market competitiveness of facility and cargo handling rates and services at GSP. Cerulean Commercial Aviation is an on-site Ground Handling Agent (GHA) providing ramp and cargo handling as well as warehouse services. Consultant will provide market information needed to benchmark ground handling costs against alternative cargo airports and/or other ground handling agents.
- 5) Provide GSP ongoing analysis of air service feasibility and route analyses (traffic and financial performance forecasts). The main focus of the project is ongoing analysis of air service feasibility and identification of new air service development opportunities. The Consultant will identify, with supporting rationale, the most promising and desirable routes for future development.
- 6) Make recommendations regarding GSP's air service incentive program. Consultant will examine GSP's current air service incentive program to ensure its competitiveness with other airports and suggest enhancements to the program, keeping in compliance with FAA policies.
- 7) Identify creative approaches to developing community-based airline partnership programs. The Consultant may provide recommendations and assistance in the development of a public/private or private partnership with the goal of supporting existing or initiating new all-cargo air service at GSP. Consultant may be required to attend meetings with business leaders and government officials in the development of this partnership. The Consultant may provide the District with specific examples of where and how different forms of community support have been used successfully.
- 8) Prepare reports and marketing presentations. The Consultant will prepare reports, marketing presentations and documents as directed by the District. The Consultant will prepare specific route proposal presentations. These will include all relevant materials that are believed to most convincingly promote development of proposed routes—e.g., all important materials regarding the strengths of the Upstate South Carolina and Southeastern US market, financial forecast for proposed routes, and any other pertinent information or rationale supportive of developing the proposed all cargo air service necessary, the Consultant will coordinate arrangement of meetings with officials of airlines or forwarders, or meetings with community groups or government agencies which may have an interest in (or regulatory authority over) route development proposals. The Consultant will provide assistance in implementing other marketing program initiatives as directed by the District.

- 9) Other air service/airport consulting services are required. Consultant will provide such other air service/airport consulting services, which are normally anticipated in air service marketing and development programs or may be required to take full advantage of opportunities as they arise. As requested and directed by the District, the Consultant will prepare reports, presentations or other documents on research findings or other materials developed during the course of the project. The Consultant may attend meetings and prepare and/or participate in presentations related to the project as directed by the District.

Submittal Requirements

Applicants shall organize their submissions in such a way as to follow the submittal requirements listed below.

- 1) Qualifications and resume of firm/company as related to the scope of services expected.
- 2) Firm's expertise in air cargo service analysis, planning, airport marketing or other related airport consulting services. Experience with conducting air cargo market studies and content of studies. Provide a recent example of a completed market study, preferably from a similar sized market.
- 3) Firm profile, including size of firm, staff resources, its principals, location of the office that will work directly with the Airport, number of years in business of providing air cargo service consulting, and federal tax ID number. Identify which services are provided by outside vendors or contractors.
- 4) Provide information on the current workload of the firm and of the personnel proposed for this account.
- 5) Qualifications and resume of key staff that will be assigned to work with the District on this task/project, including years of experience, list of projects worked on and involvement in those projects. Identify whether participant is employed by the firm or will be providing work results under subcontract.
- 6) Explain your approach to this project.
- 7) Explain how you would approach the development of a customized, detailed market study for GSP.
- 8) Explain your source of data used in conducting market analyses, the accuracy of the data, and how that data is processed.
- 9) In addition to the scope of services, provide other recommendations you feel are relevant to our market.
- 10) List of projects (completed or in progress) of similar size, type and complexity performed by your firm within the last five (5) years. List of client references for these projects including names, titles, e-mails, and phone numbers. Include a description of successful route proposal that has resulted in new service to a client in the last five years.
- 11) Experience in developing airport/community partnership strategies. Provide an example.
- 12) Describe familiarity with the Southeastern U.S. air cargo market.
- 13) Provide project schedule for completion of the Market Profile and Action Plan.

Selection Criteria

The District will evaluate and rank each firm and its proposal based on the following criteria and associate weighted value:

- 40% – Project approach
- 30% – Firm’s success in helping other airport enhance air cargo services
- 20% – Firm and staff profile and experience with similar projects
- 10% – Project timeline and Firm’s current workload

Submission Procedure

Five (5) hard copies and one (1) soft copy are required. Your submittal shall not exceed 25 - 8 ½ x 11 pages equivalent (an 11 x 17 page is only acceptable as fold out pages for exhibits or items such as schedule, etc.) Excluded from this count is the transmittal letter, tabs, resumes, and sample market study. The inclusion of more pages than allowed may deduct from the scoring of the submittal; and, at the discretion of the District, may be grounds to consider the submittal as non-responsive and ineligible for evaluation.

The transmittal letter shall not exceed two pages, include the relevant information for the contact person, be signed by an official of the lead firm and shall summarize the key points of the submittal. Tab pages shall be blank except for the section name. The resume for the lead person shall not exceed two pages and other resumes shall not exceed one page per person. Tab pages, dividers and resumes do not count towards the page limit.

Submission shall include use of Forms 1 through 4 as included at the end of this RFQ.

Proposals are due by **5:00 p.m.** on **April 17, 2020 to the following address:**

Jonathan Stone
Contracts Manager
Greenville-Spartanburg Airport District
2000 GSP Drive Suite 1 Greer, SC 29651

Selection Process

- 1) The RFQ Evaluation Committee will review and evaluate all proposals based on selection criteria and will use a rating system assigned to a particular criterion in proportion to the importance of that criterion in accomplishing the service. The District reserves the right to short-list firms for interview.
- 2) The District may contact and interview references provided by each applicant.
- 3) The selection committee may then make a selection solely based on their collective evaluations of the applicant’s proposals and references.
- 4) A selection/ranking result notification letter will be sent to all applicants following a selection and/or interview list determination.
- 5) The selection committee may conduct interviews regarding the project with the short-listed applicants. Interview invitations shall be sent to the short-listed top- ranked applicants with specific interview time, location, and anticipated interview format. Applicants may present using any media format they choose, but the District will not provide any material. The District will provide a projector and a Windows PC for PowerPoint presentations.

- 6) Negotiations regarding the fee and scope of services will begin with the highest ranked firm chosen by the selection committee. If an agreement cannot be reached with that firm the District retains the option to cancel the project, re-advertise or enter into negotiations with the second placed firm. The District reserves the right to select one or more firms and to assign tasks to multiple Consultants if determined to be in the advantage of the District.

General

- 1) The right to reject any and all proposals or to accept any proposal that is deemed to be more advantageous to the District is reserved.
- 2) Firms should monitor GSP website for changes to this Request for Qualifications at: <https://www.gspairport.com/bids-rfps-and-rfq/>
- 3) Changes shall be made via addenda, become a part of your Proposal and acknowledged in your statement.
- 4) The firm is expected to assign specific individuals to the District in order to assure that the District will be working with someone who is knowledgeable about GSP and its issues and objectives. Technical knowledge of air service development is only part of the requirement to be an effective partner for the District. Positive working relationships with airline planners and forwarders are also extremely important.
- 5) All key personnel to be assigned to this project are subject to approval by the District. Resumes of personnel to be assigned to this project, including replacement of key personnel, are to be submitted to the District for review and the District reserves the right to interview replacement of key personnel prior to its approval.
- 6) The professional services contract will follow the standard District contract format provided with this RFQ which includes the attachments of non-discrimination and equal employment opportunity. A copy of the professional services contract is attached to this Request for Qualifications in the Appendix. The Consultant waives any rights to propose modifications to the standard contract unless addressed, in detail, within the Proposal.
- 7) By submission of a Proposal, the Consultant agrees that it does not have any conflict of interest with regard to any officer or employee of the companies involved with the District.
- 8) The District shall not be responsible for any cost or expense associated with the preparation, submission and/or presentation in response to this Request for Qualifications.
- 9) The District reserves the right to copy and/or otherwise use information within a submittal without payment of any kind or liability, therefore. The District reserves the right to terminate this process at any time. The District reserves the right to reject any and all Proposals and waive any irregularities therein.
- 10) It is understood that no portion of the work will be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior express written approval of the District.
- 11) The submittals will be evaluated following District administrative policies, which may make the selection through in-person interviews.
- 12) The District reserves the right to modify the scope of the project as determined to be in the best interest of the District. Modifications to the project will be negotiated with the Consultant, as applicable.

- 13) By submission of a Proposal, the Consultant agrees they and/or their sub-consultants have not or will not be employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the Consultant) to solicit or secure the project.
- 14) The District shall not be responsible for any cost or expense associated with the preparation, submission and/or presentation in response to this Request for Qualifications.
- 15) The District reserves the right to copy and/or otherwise use information within a submittal without payment of any kind or liability.

Open Records

All proposals received by the deadline shall be subject to the applicable laws and regulations governing public disclosure and considered part of the public record of this RFQ process. Proprietary information within the Proposal should be marked as such. Information that is strictly proprietary and not subject to release as a component of an open records request should be marked on each page on which the information appears. This designation is not binding on the District, which will make its determination based on the exceptions to disclosure allowed under state statute.

FORM 1 – KEY PERSONNEL

Company Name: _____

RFQ Name: _____

List the key personnel who will be assigned to this project. Provide the information required for each.

	KEY PERSONNEL 1	KEY PERSONNEL 2
Name		
Professional Certifications/Licenses <i>(include Certification/License #)</i>		
Proposed Role/Function for Projects		
Office Location (City, State)		
Number of Years with Company		
Number of Years of Relevant Experience		
Availability to provide Services for this Project		
Describe Relevant Experience – Include list of projects where the Key Personnel was responsible for the same role/function.		

FORM 2 – PROJECT REFERENCES

Company Name: _____

RFQ Name: _____

List four (4) projects your company has performed and completed within the past five (5) years that are similar in size and scope as this project.

Project Name	Project Owner: Address/Phone/Email	Contract Amount	Contract Start/End Dates	Brief Project Description

**FORM 3 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION**

The Offeror certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily declared ineligible for the award of contracts by any Local, State, or Federal agency;
- (b) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (b) of this certification.
- (d) Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied; and
- (e) Have not within a three-year period preceding this offer had one or more public contracts or subcontracts (Federal, State, or local) terminated for cause or default; and

Where the Offeror is unable to certify to any of the statements in this certification, the Offeror shall attach an explanation to this application.

I hereby certify as stated above:

Signature

Printed Name

Title

Date

I am unable to certify to one or more of the above statements. (Check box if applicable)

Signature

Printed Name

Title

Date

FORM 4 – EXCEPTIONS TO THE RFQ OR DRAFT AGREEMENT

All Work requested in the RFQ must be provided in strict conformance with the terms, conditions and specifications described in this RFQ (including any addenda or amendments). If the Offeror takes exception with any of the terms, conditions, and specifications, they must list the section number and title in the below chart and provide an explanation. If no exceptions are observed check the box above the chart.

Please check this box if the Offeror agrees to all terms, conditions and specifications.

RFQ Section Number	RFQ Section Title	Exception & Proposed Change

The signature below certifies that the Offeror has read the RFQ document and complies with the requirements of this RFQ and takes no exception to the terms, conditions and specifications other than those listed in the chart contained on this Form.

_____ Company

_____ Date

_____ Authorized Signature

_____ Printed Name

APPENDIX



AGREEMENT FOR CONSULTING SERVICES
BETWEEN
GREENVILLE-SPARTANBURG AIRPORT DISTRICT
AND
TBD
FOR
AIR CARGO CONSULTING SERVICES

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EXHIBITS:

- Exhibit A Scope of Services
- Exhibit B Work Authorization
- Exhibit C Consultant Schedule of Rates
- Exhibit D Consultant Travel and Expense Policy
- Exhibit E Payment Terms & Conditions

DRAFT

THIS AGREEMENT ("Agreement") is made effective as of the *[insert day]* day of *[insert month]*, 2020 between the **Greenville-Spartanburg Airport District** (herein referred to as the "District"), a body politic created and existing under the laws of the State of South Carolina, whose mailing address is 2000 GSP Drive, Suite 1, Greer, SC 29651, and **TBD** (herein referred to as the "Consultant") with offices located TBD.

WITNESSETH:

WHEREAS, the District issued a Request for Qualifications (RFQ) dated *[insert date]* from qualified firms interested in providing Air Cargo Consulting Services (hereinafter called "Services") at the Airport; and

WHEREAS, the Consultant submitted a response to the RFQ dated *[insert date]* setting forth its qualifications and experience to perform the Services;

WEHERAS, the District desires to accept the Consultant's proposed response to provide the Services in accordance with the terms and conditions set forth below; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the District and Consultant agree as follows:

AGREEMENT:

SECTION 1.0 SCOPE OF SERVICES

A detailed scope of proposed services is provided in **Exhibit A**, attached hereto and incorporated by reference as if fully set forth herein. The District shall request the Consultant to perform work based on the scope of proposed services provided in **Exhibit A**. Once the scope is mutually agreed upon, the District shall issue a Work Authorization (**Exhibit B**) for execution by both parties.

SECTION 2.0 SCHEDULE

The period of performance for the Services is as follows:

- i. Contract Year One (1): July 1, 2020 – June 30, 2021
- ii. Option Year Two (2): July 1, 2021 – June 30, 2022
- iii. Option Year Three (3): July 1, 2022 – June 30, 2023

SECTION 3.0 COMPENSATION

3.1 TOTAL COMPENSATION

Consultant, as total compensation for the Services, shall be paid on the basis of an hourly rate as set forth in **Exhibit C** in an amount, including reimbursable costs as described in Section 3.2, Reimbursable Costs, not to exceed *[insert annual value]* Dollars per Contract Year. Consultant may request to revise the hourly rates established in **Exhibit C** no more than once per Contract Year. Any request to revise hourly rates by the Consultant must be approved in writing by the District prior to invoicing for Services rendered under the revised rates.

3.2 REIMBURSABLE EXPENSES

Expenses that are eligible for reimbursement under this Agreement must be actual, allowable, reasonable and allocable to the Services. All approved expenses shall be

reimbursed at actual cost without mark-up. Expenses associated with travel will only be eligible for reimbursement if all conditions are met in **Exhibit D**, Consultant Travel and Expense Reimbursement Policy.

3.3 PAYMENT

Consultant shall submit monthly invoices for actual Services rendered and for reimbursable expenses incurred, if applicable. Payment shall be made upon submission of an invoice that complies with the requirements set forth in **Exhibit E**, Payment Terms and Conditions. Invoices that do not comply with the requirements outlined in **Exhibit E**, will be rejected and/or result in payment delays. Payment shall be made to Consultant under Net 30-day terms of an approved invoice.

3.4 CHANGES IN SCOPE OF SERVICES

If the Consultant anticipates any change to the scope of services during the performance of this Agreement, the Consultant shall immediately, and in writing, bring any such change to the attention of the District. Additionally, the Consultant shall submit an estimate of actual costs and the impact to the task schedule, if any, related to any such change. The Consultant is not authorized to proceed with any anticipated change until the District reviews and approves the proposed change. In no case shall the Consultant perform Services under a proposed change without written approval from the District and the Consultant shall not be eligible for compensation for the performance of Services thereof.

3.5 AUDIT

Consultant shall maintain complete and accurate records in accordance with Generally Accepted Accounting Principles (GAAP) related to the performance of the Agreement. Such records shall be available for inspection and subject to audit and/or reproduction by the District, the District's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Consultant in connection with this Agreement. Any records subject to examination shall include, but is not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

- A. Consultant shall maintain and make available all such records as of the effective date of this Agreement for the duration of the Services and for a period of six (6) years after the date Consultant receives final payment pursuant to this Agreement.
- B. If, as a result of an audit hereunder, the Consultant is found to have charged the District for amounts that are not allocable or verifiable, the Consultant shall promptly reimburse the District for said amount.

SECTION 4.0 PERSONNEL

4.1 PERSONNEL

Consultant shall employ persons that will assure a high standard of service to the public. All such personnel, while providing Services at the Airport, shall be clean, neat in appearance, and courteous at all times. The Consultant shall ensure that all of its employees refrain from belligerent behavior, using improper language and profanity, and conduct themselves in a professional manner at all times throughout the duration

of this Agreement. The District reserves the right to require the removal and replacement of any personnel it deems unsatisfactory.

4.2 DESIGNATED PROJECT MANAGER

Consultant shall designate a project manager who will serve as the main point of contact with the District and coordinate all communications related to the Services. The Consultant shall not change the designated project manager without approval of the District. Any replacement for the Consultant's project manager must be approved by the District and possess the minimum qualifications for the Services as the person being replaced.

4.3 SUB-CONSULTANTS

The Consultant shall not utilize any sub-consultants for carrying out the services to be performed under this Agreement without the prior written approval of District.

4.4 EQUAL OPPORTUNITY

Company is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

4.5 CIVIL RIGHTS PROVISIONS

A. Compliance with Regulations

Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination

Consultant, with regard to the work performed by them during the Agreement shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

SECTION 5.0 NOTIFICATION

Any notice, demand, consent, or other formal communication required or contemplated by this Agreement shall be in writing and shall be sent to the primary points of contact set forth below or at such other address as may be designated in writing.

To District:

Greenville-Spartanburg Airport District
2000 GSP Drive, Suite 1
Greer, SC 29651
Attention: Kevin Howell
Sr. Vice President-Operations/COO

To Consultant:

[Enter Consultant Information]

Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

SECTION 6.0 INSURANCE

Consultant shall, at its sole expense, obtain and maintain for the duration of the Agreement, insurance specified in this Section and as required by any extended reporting period or tail coverage requirements and all applicable warranty periods. Consultant shall obtain the following insurance from insurance companies or entities that are authorized to provide insurance and issue coverage in the State of South Carolina and acceptable to the District. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation.

COMMERCIAL GENERAL LIABILITY

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the District. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, projects or operations. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$1,000,000.

AUTOMOBILE LIABILITY

Required Not Required

Automobile Liability Insurance covering Consultant's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required Not Required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Consultant and Consultant's subcontractors, agents, officers or employees in an amount not less than \$5,000,000 per claim. Annual aggregate limit shall not be less than \$5,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 12 months shall be included in the Professional Liability insurance coverage, or the Consultant shall provide Tail Coverage as stated below.

NETWORK SECURITY & PRIVACY LIABILITY

Required Not Required

Consultant shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Consultant (or its Business Associates or subconsultant(s)) maintains, possesses, stores or has access to District data, whichever is longer, with a combined single limit of no less than \$2,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or

use of District data in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of District data.

POLLUTION LIABILITY

Required Not Required

Pollution Liability Insurance covering Consultant's or appropriate subconsultant's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Consultant, all arising out of the Goods delivered or Services (including transportation risk) performed under this Agreement is required. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Consultant's or subconsultant's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Consultant that arise from the Goods delivered or Services (including transportation risk) performed by Consultant under this Agreement is also acceptable.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the *Greenville-Spartanburg Airport District, its officers, employees and agents as Additional Insureds*, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Consultant's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

INDEMNIFICATION

Consultant agrees and does hereby undertake to release, indemnify, defend and hold harmless District and its present and future Commissioners, officers, agents and employees and assigns of each from and against any and all liabilities, damages, claims, losses, suits, fines, theft, demands, penalties and actions of every kind and description (including any and all attorneys' fees, costs and expenses related to the defense thereof) to the extent caused by, arising out of or resulting from the negligent acts or omissions of Consultant, its directors, officers, employees, Sub Consultants and agents in connection with the performance of this Agreement.

WAIVER OF SUBROGATION

Consultant is fully and solely responsible for any physical loss or damage to all personal property utilized in the performance of Consultant's work. Consultant agrees to waive its rights of recovery and cause its insurers to waive their rights of subrogation against the District for any such damage or loss, howsoever caused. Consultant will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Consultant or the Consultant's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Consultant shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Consultant's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Consultant termination of this Agreement, or, (iii) The expiration of all warranty periods provided under this Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE

Consultant shall provide to District Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the Greenville-Spartanburg Airport District, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance the District has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION

The Consultant or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

Consultant agrees to periodic review of insurance requirements by the District under this Contract and to provide updated requirements as mutually agreed upon by Consultant and District.

ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by the District, Consultant shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to District's representatives responsible for verification of the insurance coverages required under this Section 6.0.

SECTION 7.0 OWNERSHIP AND USE OF WORK PRODUCT

7.1 OWNERSHIP

All information provided by the District and/or developed for Services under this Agreement shall be considered confidential and proprietary. All confidential and proprietary information shall not be reproduced, transmitted, used or disclosed by the Consultant or sub-consultants without the prior written consent of the District, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided however, that the limitation shall not apply to any of the following conditions:

- A. Within the public domain at the time of disclosure;
- B. Required to be disclosed by a court of competent jurisdiction, Government order, or applicable statute;
- C. Approved by the District for publicity;

D. Required to be communicate in connection with filings with governmental bodies having jurisdiction over the Services.

7.2 EXCUSIVE PROPERTY OF THE DISTRICT

All data used in compiling the Consultant's work, studies, research, reports, and other items prepared by the Consultant, its employees and consultants, shall be the sole and exclusive property of the District. The Consultant may retain reproducible copies, hard copies and/or electronic files solely for its internal general reference. The Consultant shall also take all necessary actions to ensure that its employees and approved sub-consultants engaged in connection with this Agreement are bound by the terms of this Section.

7.3 INTELLECTUAL PROPERTY RIGHTS

The District has all right, title, and interest in and to all reports and other consulting deliverables provided to the District hereunder. The Consultant shall retain all right, title and interest in and to any process, techniques, methods, data, data sources, trade secrets, or any other intellectual property rights contained within such deliverables.

7.4 CONFIDENTIALITY REQUIREMENTS

Both parties acknowledge that they are bound by all terms and conditions contained in this Agreement with respect to any confidential information which either party obtains access to in connection with this Agreement. Any violation of this provision shall constitute a material breach of this Agreement and will result in immediate termination of this Agreement for cause, notwithstanding any other provision of this Agreement to the contrary.

SECTION 8.0 TERMINATION AND SUSPENSION

8.1 TERMINATION FOR CONVENIENCE

- A. District may, by written notice, terminate this Agreement for its convenience without cause or default on the part of the Consultant. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials, data, drawings, specifications, reports, estimates, calculations, summaries and support material as may have been accumulated during performance of this contract, whether completed or in progress, must be delivered to District without additional costs.
- B. District agrees to make just and equitable compensation to Consultant for satisfactory work completed through the date of termination by written notice. Consultant is not entitled to anticipated profits on unperformed services after the date of termination.

8.2 TERMINATION FOR DEFAULT

- A. This Agreement may be terminated by either party if the other party fails to fulfill its obligations that are essential to the completion of the work in accordance with the terms and conditions of this agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute the breach.
- B. The terminating party must provide thirty (30) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, conditions to cure the breach, and the effective date of the

termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- C. District may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - i. Perform the services within the time specified in this contract or by Owner approved extension;
 - ii. Make adequate progress so as to endanger satisfactory performance of the Project;
 - iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project;
 - iv. Consultant's insolvency or inability to meet its financial obligations as they come due.
- D. Upon termination of this Agreement, the District may, without prejudice or limitation of any action for damages or any other right or remedy, enter into another agreement for the completion of the work contemplated by this Agreement, or may use other methods for the completion of such work.
- E. Consultant may terminate this Agreement in whole or in part, if District:
 - i. Defaults on its obligations under this Agreement;
 - ii. Fails to make payment to Consultant in accordance with this Agreement;
 - iii. Suspends the project for more than 180 days due to reasons beyond the control of Consultant.
- F. Upon receipt of a notice of termination from Consultant, the District agrees to cooperate with the Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent.
- G. In the event of termination due to a breach by the District, Consultant is entitled to invoice the District and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Consultant shall not be entitled to anticipated profit for Services that have not been performed as of the effective date of termination.

8.3 SUSPENSION

The District reserves the right to suspend Services under this Agreement by the Consultant by providing minimum fifteen (15) days written notice to the Consultant. In the event Services are suspended, the Consultant shall be entitled to full payment for Services performed as of the effective date of suspension, plus reimbursable expenses incurred as of the effective date of suspension.

8.4 REMEDY

Upon termination of this Agreement, either party may seek all legal and equitable remedies to which it is entitled as further described in Section 9.0, Dispute Resolution.

SECTION 9.0 DISPUTE RESOLUTION

9.1 MUTUAL CONSENT

As a condition precedent to resolving claims, disputes and other matters by litigation, but only so long as neither of the parties hereto is thereby prejudiced or harmed by a statute of limitation or a statute of repose, the parties agree to attempt to resolve any claim, dispute or other matter in question arising out of or relating to this Agreement or a breach thereof, in the first instance, by mutual consent based upon an objective review and interpretation of factual information presented by either or both parties. Nothing contained herein shall be deemed a waiver of District's right to terminate as outlined in Section 8.0.

9.2 NON-BINDING MEDIATION

In the absence of agreement by mutual consent, but only so long as neither of the parties hereto is thereby prejudiced or harmed by a statute of limitation or a statute of repose, the parties agree to refer the claim, dispute or other matter to non-binding mediation. Either party may initiate a request for mediation, and the parties hereto shall, within thirty (30) days of the receipt of a written request, select by mutual agreement a mediator, who shall be qualified to conduct mediated settlement conferences in accordance with applicable laws, regulations and rules of the State of South Carolina.

- A. Prior to requesting mediation, the requesting party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request.
- B. Any mediation conducted may include, at the request of either District or Consultant, any other party who has a material interest in the subject matter of the dispute.
- C. The parties mutually agree to share the mediator's fees equally. The mediation shall be held at the District's Administrative Offices, Greenville-Spartanburg International Airport, or at such other place as may be mutually agreed upon (the expense for such other place to be shared equally).

9.3 LITIGATION

Failing resolution of a claim, dispute or other matter by the methods set forth in Section, either party may then resort to litigation, which shall be commenced in the Court of Common Pleas in Spartanburg County, South Carolina or the United States District Court for the District of South Carolina.

In the event a dispute arising under this Agreement is resolved through litigation, then the prevailing party therein shall be entitled to recover from the non-prevailing party all reasonable costs, expenses and reasonable attorney's fees which may be incurred on account of such dispute. The prevailing party shall be determined in a manner consistent with the procedure set forth in the South Carolina Mechanic's Lien statute at Section 29-5-10(b) of the South Carolina Code of Laws.

9.4 ARBITRATION

Notwithstanding any provision of this Agreement to the contrary, this Agreement does not contain, and shall not be deemed to constitute, an Agreement to arbitrate, and any

claim against or dispute or other matter with Consultant shall not be subject to arbitration.

9.5 PERFORMANCE OF SERVICES

Unless otherwise directed in writing by the District, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

9.6 DISPUTES NOT SUBJECT RESOLUTION

The following disputes are not subject to the provisions of this Section:

- (a) Any dispute seeking non-monetary recovery; and
- (b) Any dispute seeking a monetary recovery of \$10,000 or less

SECTION 10.0 GENERAL PROVISIONS

10.1 GOVERNING LAW

This Agreement shall be governed by the laws of the State of South Carolina.

10.2 INDEPENDENT CONTRACTOR

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture, and no provision contained in this Agreement nor any acts of Consultant and the Airport shall be deemed to create any relationship other than that of Consultant serving as an independent contractor of the Airport. Time to accumulate and prepare documents is considered part of the Project services and no additional payment will be provided other than for delivery or shipping costs, which shall be reimbursed at actual cost without markup.

A. Relationship of the Parties

Neither party is an employee, agent, or partner of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

10.3 THIRD-PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

10.4 EXPERT LEGAL TESTIMONY

In the event of any legal or other controversy requiring the services of Consultant in providing expert testimony in connection with the services provided herein, except suits or claims by third parties against the District arising out of negligent errors or omissions of Consultant, the District shall pay Consultant for services rendered in regard to such legal or other controversy, including costs of preparation for controversy. Such payment to Consultant shall be at rates mutually agreed upon.

10.5 ANTI-KICKBACK PROVISION

No officer or employee of the District, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

10.6 ASSIGNMENT, NOVATION, AND CHANGE OF NAME

A. Assignment

The parties mutually agree to bind themselves, partners, successors, executors, administrators, assigns and legal representatives to the other party to the Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Consultant shall not assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of District, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing independent Sub-consultants or Sub-contractors to assist them in the performance of Services hereunder.

B. Novation

The District shall recognize a successor in interest of a contractor in a novation agreement in which the transferor and the transferee agrees that:

- i. The transferee assumes all of the transferor's obligations including performance of the work for a contract and all commercial and legal liabilities associated with the transferor;
- ii. The transferor waives all rights under the contract against the District; and
- iii. Unless the transferor guarantees performance of the contract through by transferee, the transferee shall furnish a satisfactory performance bond, if required.

C. Change of Name

If a contractor elects to change its name in which it holds a contract, the contractor must submit a request to the District. The request must be accompanied by supporting documentation of the name change, such as amended articles of incorporation. After receiving the request and supporting documentation, the District may enter into an agreement with the requesting contractor to effect such a change. The new agreement shall specify that changing the name did not alter the terms and conditions of the original contract.

10.7 SEVERABILITY

If any of the terms, conditions or provisions of this Agreement hereto, or any document incorporated herein (other than by Regulation) or any portions thereof, shall contravene or be invalid under the laws or regulations of the United States or the State of South Carolina or any of their respective agencies, departments or subdivisions, such contravention or invalidity shall not invalidate the whole Agreement, attachment or document, but this Agreement, attachment(s), and document(s) shall be construed as if not containing the particular term, condition or provision, or portion thereof, held to be in contravention or invalid, and the rights and obligations of the parties hereto shall be construed accordingly.

10.8 FORCE MAJURE

Neither District or Consultant shall hold the other responsible for damages nor delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the parties' employees and agents.

10.9 NON-EXCLUSIVITY

This Agreement does not create or provide any exclusive right or interest in or for Consultant, and District may contract with other engineers, professionals and contractors at any time and for any services and purposes.

10.10 ENTIRETY OF AGREEMENT

This Agreement, together with the Exhibits identified above and the laws, regulations and other governmental publications referenced herein constitute the entire agreement between District and Consultant and supersedes all prior written or oral understanding. This Agreement and said Exhibits may only be amended, supplemented, or modified by a duly executed Amendment, except that an Amendment shall not be required to transmit each year's updated Standard Rate Schedule.

Regardless of which party hereto is responsible for the preparation and drafting of this Agreement, it shall not be construed more strictly against either party.

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IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the day and year first above written.

DISTRICT:

Greenville-Spartanburg Airport District

By:

Printed Name: David N. Edwards Jr., A.A.E

Title: President/CEO

Attested By:

Printed Name: [Type Name Here]

Title: [Type Title Here]

Seal:

CONSULTANT:

[Insert Consultant Name]

By:

Printed Name: [Type Name Here]

Title: [Type Title Here]

Attested By:

Printed Name: [Type Name Here]

Title: [Type Title Here]

Seal:

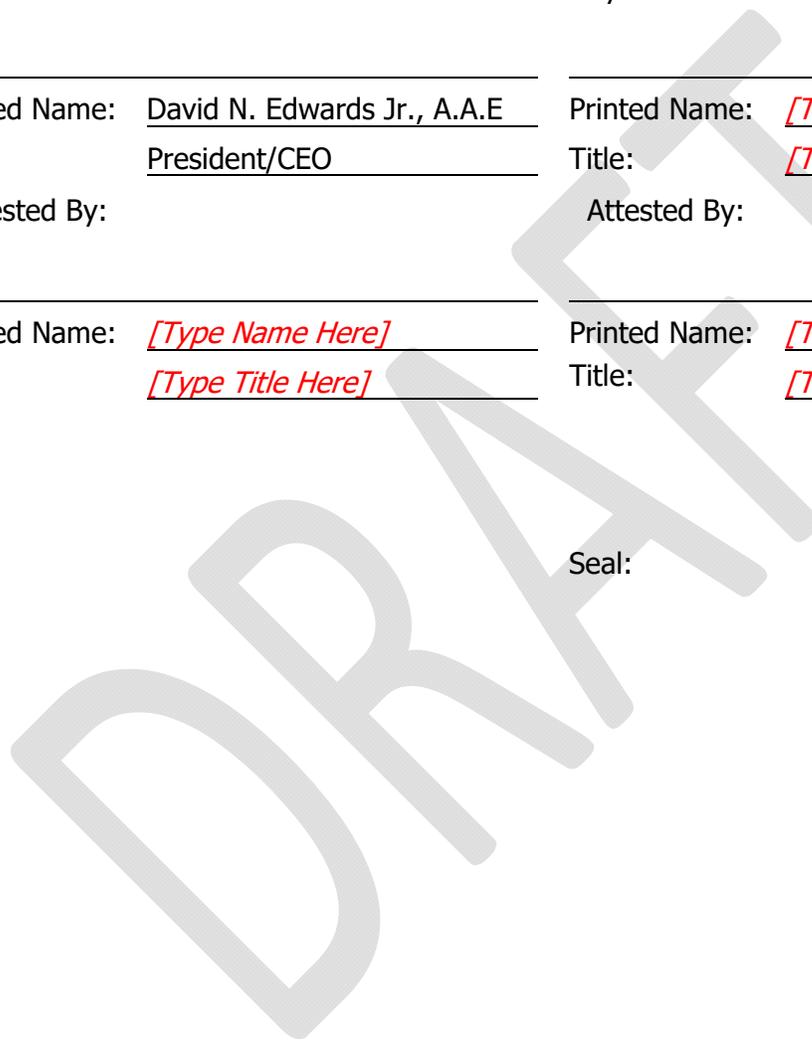


EXHIBIT A – SCOPE OF SERVICES

The District is requesting proposals from aviation consulting firms to develop and help implement air service strategies to enhance air cargo service at GSP. The Consultant will work with the District's Director of Aviation Services in developing marketing program efforts. This may include identification of air service development opportunities, development of relevant marketing information and presentation materials, and technical analysis generating both route-specific traffic forecasts and estimated financial performance of air service route opportunities for targeted air carriers. The scope may also include analyses and recommendations on appropriate uses of air service development incentives, which may be requested or warranted in obtaining airline commitments to initiate new service. The scope may include participation in the preparation and presentation of numerous carrier-specific route proposals, as directed by the District. The selected consultant will communicate with the Airport on a regular basis to inform of industry changes and opportunities pertinent to the District's objectives.

The Consultant may be expected to perform a variety of consulting services including, but not limited to:

- 1) Air Cargo Market Profile Update. The profile will provide context and outline market data that forms the basis for GSP air cargo development decisions and initiatives.
- 2) Air Cargo Action Plan Update. The plan will outline steps, processes and programs to enhance GSP's position for improved air cargo service with its existing carriers and potential new airlines.
- 3) Assist in execution of Air Cargo Action Plan. Represent GSP interests at national and international conferences and meetings. Facilitate special meetings and presentations. Provide on-call consulting.
- 4) Assess market competitiveness of facility and cargo handling rates and services at GSP. Cerulean Commercial Aviation is an on-site Ground Handling Agent (GHA) providing ramp and cargo handling as well as warehouse services. Consultant will provide market information needed to benchmark ground handling costs against alternative cargo airports and/or other ground handling agents.
- 5) Provide GSP ongoing analysis of air service feasibility and route analyses (traffic and financial performance forecasts). The main focus of the project is ongoing analysis of air service feasibility and identification of new air service development opportunities. The Consultant will identify, with supporting rationale, the most promising and desirable routes for future development.
- 6) Make recommendations regarding GSP's air service incentive program. Consultant will examine GSP's current air service incentive program to ensure its competitiveness with other airports and suggest enhancements to the program, keeping in compliance with FAA policies.
- 7) Identify creative approaches to developing community-based airline partnership programs. The Consultant may provide recommendations and assistance in the development of a public/private or private partnership with the goal of supporting existing or initiating new all-cargo air service at GSP. Consultant may be required to attend meetings with business leaders and government officials in the development of

this partnership. The Consultant may provide the District with specific examples of where and how different forms of community support have been used successfully.

- 8) Prepare reports and marketing presentations. The Consultant will prepare reports, marketing presentations and documents as directed by the District. The Consultant will prepare specific route proposal presentations. These will include all relevant materials that are believed to most convincingly promote development of proposed routes—e.g., all important materials regarding the strengths of the Upstate South Carolina and Southeastern US market, financial forecast for proposed routes, and any other pertinent information or rationale supportive of developing the proposed all cargo air service. Where desirable or necessary, the Consultant will coordinate arrangement of meetings with officials of airlines or forwarders, or meetings with community groups or government agencies which may have an interest in (or regulatory authority over) route development proposals. The Consultant will provide assistance in implementing other marketing program initiatives as directed by the District.
- 9) Other air service/airport consulting services are required. Consultant will provide such other air service/airport consulting services, which are normally anticipated in air service marketing and development programs or may be required to take full advantage of opportunities as they arise. As requested and directed by the District, the Consultant will prepare reports, presentations or other documents on research findings or other materials developed during the course of the project. The Consultant may attend meetings and prepare and/or participate in presentations related to the project as directed by the District.

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EXHIBIT B – WORK AUTHORIZATION

Work Authorization for *[Insert Description of Services]*, as referenced in the Master Consulting Services Agreement between the Greenville-Spartanburg Airport District and **XXXX**, dated XXX ____, 2020.

Project:

Scope of Services:

Consultant Team:

Schedule:

Project Budget:

Fees:

Executed this ____ day of _____, 20__

DISTRICT:

Greenville-Spartanburg Airport District

By:

Printed Name: *[Type Name Here]*

Title: *[Type Title Here]*

Attested By:

Printed Name: *[Type Name Here]*

Title: *[Type Title Here]*

CONSULTANT:

[Insert Consultant Name]

By:

Printed Name: *[Type Name Here]*

Title: *[Type Title Here]*

Attested By:

Printed Name: *[Type Name Here]*

Title: *[Type Title Here]*

EXHIBIT C – CONSULTANT SCHEDULE OF RATES

Consultant Schedule of Rates are presented on an Excel Spreadsheet.

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EXHIBIT D – CONSULTANT TRAVEL AND EXPENSE REIMBURSEMENT POLICY

All Travel Related Expenses must be pre-approved by the District. Consultant shall be reimbursed for the following expenses that are actual, reasonable, and directly related to the performance of Services under this Agreement.

I. Air Travel Expenses

- a. Consultant may be reimbursed for airline tickets, but Consultant shall be limited to the cost of economy class.
- b. Consultant shall not be reimbursed for airline upgrades such as priority boarding, U.S. Customs Trusted Traveler Program fees, upgraded airline seats, including preferred seating in economy, in-flight entertainment, flight insurance, or any other voluntary amenity services.
- c. In lieu of airport parking, transportation to/from the Consultant's home airport via TNC service or taxi shall be reimbursable up to an amount equivalent to the most economic on-airport parking rate for the duration of the trip.
- d. Mileage to/from the airport is only eligible for reimbursement from the Consultant's residence directly to the airport. Supporting documentation is required for reimbursement.

I. Driving Expenses

- a. Consultant may be reimbursed for mileage based on the current IRS standard mileage rate.
- b. If Consultant requires use of a vehicle while performing Services for the District, Consultant shall make every attempt to rent the most economical vehicle available. The District will not reimburse the Consultant for voluntary expenses associated with renting a vehicle such as, additional car insurance, vehicle upgrades, in-car GPS units, etc.

II. Lodging Expenses

- a. Consultant shall be reimbursed for lodging expenses that require overnight absence from the Consultant's residence. Any lodging expense must be actual, reasonable, and directly related to the Services under this Agreement.
- b. Consultant will not be reimbursed for voluntary expenses related to lodging such as, in-movie rentals, hotel upgrades, or other unspecified hotel amenity charges.
- c. The District shall only reimburse the Consultant for the minimum number of nights to conduct the assigned business.

III. Meals and Incidental Expenses

- a. Consultant shall be reimbursed for meals that reflect the general cost of living for the surrounding area. Any tip or gratuity associated with a meal shall be included as a meal expense.
- b. Incidental expenses consist of fees and tips for persons who provide services to the Consultant while conducting business that requires the Consultant to stay overnight.

IV. Miscellaneous Expenses

- a. Consultant may be reimbursed for other business-related expenses while performing Services on the District's behalf, including local registration fees, parking fees, etc. Itemized receipts must be submitted with a request for reimbursement for any such expense.
- b. The District will not reimburse Consultant for any miscellaneous expense that was not approved in advance.

V. Documentation Procedures

- a. Consultant must provide itemized receipts for all expenses eligible for reimbursement and must be organized in a manner that the District can process for payment.
- b. Mileage reimbursements must be supported by documentation of actual mileage driven such as a printout of Google Maps.
- c. If, upon review of travel expenses, any expense item requires additional clarification, the Consultant may be required to submit additional supporting documentation in the sole discretion of the District. If the Consultant is unable to provide additional documentation that is acceptable to the District, the expense item in question will be disapproved.

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EXHIBIT E – PAYMENT TERMS AND INVOICING INSTRUCTIONS

I. Payment Terms

- a. The negotiated price shall be payable thirty (30) calendar days after receipt by District of a proper invoice.
- b. The Consultant shall prepare all invoices in a form satisfactory to the District. All invoices submitted by the Consultant shall be accompanied by supporting documentation for each element of cost.
- c. If revisions to invoices are necessary, Consultant will be notified by the District about what corrections are required. The Consultant shall submit a revised invoice after corrections are made in order to be accepted by the District.
- d. The District agrees to pay Consultant for the performance of the Services only upon receipt of the following documents:
 - i. Executed Agreement: Fully and correctly executed in accordance with the instructions set forth herein.
 - ii. Evidence of Insurance: Certificate(s) of insurance submitted on the proper forms, from acceptable underwriters, addressed to the District, and evidencing the minimum coverage limits and endorsements are in effect as required by this Agreement.
 - iii. Performance and Payment Bonds (if applicable): Submitted on the proper forms, from acceptable sureties, addressed to the District and in amounts required by this Agreement.
- e. The District shall not be obligated to pay for invoice items not supported by proper documentation, as may be required.

II. Invoicing Instructions

- a. The Consultant shall submit consecutively numbered invoices, clearly displayed at the top of the invoice.
- b. Invoices shall be addressed to District and sent to the primary point of contact for the Services under this Agreement.
- c. The cut-off date to submit invoices to District shall be the 5th of each month an invoice is submitted for payment. The District will accept invoices up to five (5) calendar days after the cut-off date. Invoices submitted beyond the five (5) calendar day grace period may be subject to be paid an additional thirty (30) days later than the payment terms set forth in this Agreement.
- d. Each invoice must clearly indicate the following:
 - i. Consultant name and address;
 - ii. The period of performance of the Services for which the invoice is submitted;
 - iii. Work Authorization number of the Services performed;
 - iv. Each task for the Services must be identified with the total fee for that task and the percentage complete as of the date of submission; and
 - v. Reimbursable expenses shall be a separate line item and listed below the base fee billing.