



Request for Proposal

**Air Service Consultant**

Cedar Rapids Airport Commission  
The Eastern Iowa Airport  
2515 Arthur Collins Parkway SW  
Cedar Rapids, IA 52404

January 11, 2019

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## SIGNIFICANT DATES

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP Release Date ( <a href="http://www.flyCID.com/rfp">www.flyCID.com/rfp</a> )	Friday, January 11, 2019
Deadline for Questions	Wednesday, January 16, 2019 – 2 PM CST
Final Addenda, if any, posted on Airport's website	Thursday, January 17, 2019
Proposal Due Date and Time	Wednesday, February 6, 2019 – 2 PM CST
Evaluation Period	Monday, February 11 - 15, 2019
Interviews	TBD (if required)
Selection and Award by Commission	Monday, February 25, 2019
Notice to Proceed	March 1, 2019

## Check List of Required Documents

- ✓ Proposal Content
- ✓ Section VII - Signature Page
- ✓ Section X - Proposal Form

**SECTION I – NOTICE OF REQUEST FOR PROPOSALS**

1.0 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before 2:00 PM Central Standard Time (CST) on Wednesday, February 6, 2019 at the Office of the Airport Director, The Eastern Iowa Airport, Administrative Office Building, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404 for an Air Service Consultant.

1.1 RFP Timeline

Name of the Proposal	Air Service Consultant
Date of Issuance	Friday, January 11, 2019
Deadline for Questions	Wednesday, January 16, 2019 at 2:00 PM CST
Deadline for Proposal Submittal	Wednesday, February 6, 2019 at 2:00 PM CST
Recommendation for Award	Monday, February 25, 2019
Submit Proposal to:	The Eastern Iowa Airport Administrative Office Building 2515 Arthur Collins Parkway SW Cedar Rapids, IA 52404
Method of Submittal	Mail or Overnight Delivery, In Person, Fax proposals <b>are not</b> acceptable
Contact Person, Title	Pam Hinman, Director of Marketing & Communications
E-mail Address	<a href="mailto:P.Hinman@flyCID.com">P.Hinman@flyCID.com</a>
Phone/ Fax Numbers	Phone: 319-731-5719 Fax: 319-362-1670

**SECTION II – GENERAL TERMS AND CONDITIONS**

2.0 General

The Cedar Rapids Airport Commission (also referred to as Commission), is soliciting proposals from a qualified company (also referred to as Company or Companies, Proposer, herein), to provide Air Service Consulting Services to The Eastern Iowa Airport.

2.1 Pre-Proposal Meeting

2.1.1 There will be no pre-proposal meeting associated with this Proposal. Proposers are encouraged to submit questions by email to [P.Hinman@flyCID.com](mailto:P.Hinman@flyCID.com) or fax 319-362-1670 no later than 2:00 PM CST on Wednesday, January 16, 2019.

2.2 Receipt and Opening of Proposals

2.2.1 All proposals must be received in a sealed envelope at the Administrative Office Building (date and time stamped) by February 6, 2019 before 2:00 PM CST, in order to be considered. The Administrative Office Building is located at 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa. Proposals will not be received at any other office or department, and proposals sent via facsimile or email will not be accepted. If a proposal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation “**SEALED RFP – Air Service Consultant**” due on **Wednesday, February 6, 2019 before 2:00 PM CST**. Any proposal received after **2:00 PM CST on February 6, 2019** may be deemed unresponsive and may be returned to Company unopened.

- 2.2.2 The Commission reserves the right to accept or reject any or all proposals and to waive any informality in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.
  - 2.2.3 The Commission is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the Commission, or any other means of delivery employed by the Proposer. Similarly, the Commission is not responsible for, and will not open, any proposal responses that are received later than the date and time stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.
  - 2.2.4 Wherever requested throughout this document, a company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the Commission that you have read, understand, and will comply with the Instructions and all Terms and Conditions attached hereto. The Commission reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
  - 2.2.5 Opening: There will be no "formal" proposal opening for this RFP. Proposals will be opened and evaluated, after the published **proposal deadline of 2:00 PM CST on Wednesday, February 6, 2019** at the Office of the Airport Director, The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids.
  - 2.2.6 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be posted at <http://www.flyCID.com/rfp>. Proposal results will not be given over the telephone. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.
  - 2.2.7 A Certificate of Insurance must be on file and approved by the Commission's Director of Finance & Administration before this project can begin. See Section VIII – Insurance Requirements, which details the exact requirements of the Commission.
  - 2.2.8 This RFP does not commit the Commission to make an award, nor will the Commission pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
- 2.3 Addenda
- 2.3.1 Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by Wednesday, January 16, 2019 at 2:00 PM CST. The Company shall promptly notify Pam Hinman, Director of Marketing and Communications by e-mail [P.Hinman@flyCID.com](mailto:P.Hinman@flyCID.com) or facsimile to 319-362-1670 upon discovery of any ambiguity, inconsistency, or error in this RFP. Any and all questions will be responded to in the form of written addenda to all Companies. All addenda that you receive shall become a part of the Agreement Documents and shall be acknowledged and dated on the bottom of the Section VII - Signature Page.
- 2.4 Important Exceptions to Agreement Documents - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Section VII - Signature Page. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
- 2.5 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification due to "non-responsiveness."

## SECTION III – SPECIAL TERMS AND CONDITIONS

- 3.0 Agreement Forms - A sample Professional Service Agreement – Air Service Consulting Services (Agreement) is attached hereto as Exhibit A.
- 3.1 Term of Agreement
- 3.1.1 The initial term of the Agreement shall be for one year from March 1, 2019 through February 29, 2020.
- 3.1.2 The Commission and the Consultant(s) may renew the original agreement for two (2) one (1) year periods by mutual agreement.
- 3.1.3 Following Commission approval, a Notice to Proceed, prepared by the Commission and signed by the Airport Director, shall become the document that authorizes the Agreement to begin, assuming the insurance requirements (if applicable) have been met. Each section contained herein, any addenda and the response from the successful proposer shall also be incorporated by reference into the resulting agreement. Similar products and/or services may be added and pricing negotiated during the term of the agreement.
- 3.1.4 No price escalation will be allowed during the initial term of the agreement. If it is mutually decided to renew beyond the initial period and the Consultant requests a price increase, the Consultant shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc which reflect said increases. The Commission reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the agreement.
- 3.2 Consultant's Employees
- 3.2.1 The Commission reserves the right to require the Consultant to remove any employee from the work area whom the Commission has deemed incompetent, careless, insubordinate, or whose continued employment on the project is deemed by the Commission to be contrary to the public interest.
- 3.2.2 Company, its officers, employees, agents, subconsultants, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures, and operating directives as are now or may hereinafter be prescribed by Commission, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Commission including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subconsultants, and those under its control, will comply with safety, operational, or security measures required of Company or Commission by the Federal Aviation Administration, or TSA. If Company, its officers, employees, agents, subconsultants, or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Commission, then, in addition to any other remedies available to Commission, Company will be responsible and will reimburse Commission in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten days of written notice.
- 3.2.3 Company shall be responsible for and agrees to protect, defend, indemnify, and hold harmless the Commission and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work, or other activity done by the

Company, its employees, subconsultants or any independent Consultants working under the direction of either the Company or subConsultant in the performance of this Agreement.

### 3.3 Payment

3.3.1 The Commission's procurement card program allows authorized Commission employees to purchase services using a MasterCard. Please indicate on the Signature Page whether your company will accept payment by MasterCard. Services authorized under this agreement that are not charged to the Commission MasterCard will be paid for upon receipt of an original invoice within thirty (30) days subject to Commission acceptance and approval of said invoice. Invoice may be submitted once per month and must clearly state the scope of the project, names of personnel working that month, number of hours and materials. Invoices shall be addressed as follows: The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404-8952 or emailed to [AP@flyCID.com](mailto:AP@flyCID.com).

## SECTION IV – SCOPE OF WORK & PROPOSAL REQUIREMENTS

### 4.0 Background

4.0.1 The Cedar Rapids Airport Commission, operator of The Eastern Iowa Airport, is seeking qualified firms to provide air service consulting services. The Airport is served by the following scheduled certificated carriers: Allegiant, American, Delta, Frontier Airlines, and United. Annual Passengers are as follows: CY2014 – 1,132,991; CY2015 – 1,105,625; CY2016 – 1,087,182; CY2017 – 1,143,816; and CY2018 – 1,184,117. Air service consultant will provide on-call guidance and counsel relative to passenger air service development (ASD) and retention. The Consultant will have established relationships and the ability to arrange meetings with decision makers at major airlines and key government officials where necessary. The selected firm will partner with The Eastern Iowa Airport (CID) staff members to identify local passenger air service needs, threats, and opportunities, as well as deliver tailored air service proposals to current and prospective air carriers. The consultant will attend meetings to provide technical expertise during presentations and to aid in the development of new or existing airline relationships. This includes, but is not limited to, headquarters meetings and meetings at key air service conferences, such as JumpStart and Routes America. As requested by CID, the consultant will also prepare and deliver presentations on various air service development topics to key community stakeholders who have a vested interest in air service development in Eastern Iowa. On occasion, the consultant will answer questions as they arise regarding a new entrant airline, air service incentive, or other general air carrier inquiry. Preparation of an appropriate response to the inquiry or other assistance may be requested.

### 4.1 Project Scope of Work

Consulting services to be performed include:

#### 4.1.1 Two (2) Airline Headquarters Meetings and Presentations:

Consultant will prepare necessary data and presentations and accompany CID staff to airline headquarters meetings. These meeting may include the following elements, or others not listed, based on Consultant recommendations and specific airline requests:

1. Up to date map of Airport's catchment area, providing specific demographics of the area including, but not limited to, population growth/decline, unemployment and economic background information.
2. Analyze passenger traffic and revenue and average fare data to/from Airport over the prior ten-year period.

3. Travel with Airport to airline headquarters to present findings as required.
4. Provide follow-up information as desired by airline that is requested as a direct result of information provided by Consultant.
5. Provide other pertinent information not specified above that Consultant and airport deems necessary to complete the objectives determined for each headquarter visit.

4.1.2 Two (2) Air Service Development Conference Meetings:

Air service development conference meetings may include elements of the following tasks, or others not listed, based on Consultant recommendations and specific airline requests:

1. Assist in Requesting Meetings: Consultant will work with Airport to develop a list and rank airline meetings requests and will, if directed by Airport, make the requests directly to conference organizer(s). Consultant will also contact directly any airlines for which meetings were requested by Airport, but not requested by airline to encourage airline to schedule meetings within conference meeting times or, at the request of Airport, work to set up a meeting outside regular conference meeting times.
2. Analysis of Targeted Airline: Consultant will perform an analysis of existing Targeted Airline service at the Airport using existing DOT data and proprietary estimates of revenue, costs, load factors, fares, profits, etc. and a benchmarking of those profit and loss results against all other airports in Targeted Airline's network.
3. Route Analysis: Consultant will identify all routes of interest including additional flights on existing routes, new flights to existing Targeted Airline focus cities, new flights to new focus cities and flights to existing Targeted Airline spokes.
4. Representation: Consultant will work with Airport to prepare a presentation and present with Airport at Conference(s).

4.1.3 Regional Market Assessment: Consultant will prepare a regional market overview for Airport, including airport catchment area (with affiliated demographic data), passenger traffic data (including passengers, revenue, fares, yields, carrier shares, segments and growth details), the competitive makeup (of airlines serving the Airport and regional airports with their levels of service) and market details (top employers, economic indicators and colleges).

4.1.4 Data/Reports:

Consultant will provide data necessary to analyze and monitor air service and proactively react to changes in the market or service. Areas to be covered include, but are not limited to:

1. Air Fare Monitoring
2. Schedule change reports
3. Fleet and capacity changes/monitoring
4. Load Factor
5. Yield
6. Competing airports

4.1.5 Two (2) Community Visits / Presentations:

Prepare information to be used in meetings with community leaders detailing results of studies, grant strategies and support or other information needs as requested by Airport. Travel to Cedar Rapids to present information to community as requested by Airport.

4.1.65 Route Analysis Forecasts of up to three (3) new markets:

Consultant will work with CID to develop a credible business case for new flights critical to generating additional air service at CID. Consultant will work with CID to understand the aggregate airport and community goals and objectives for air service. They will develop a comprehensive and compelling route business case presentation for proposed new services to identified airlines, including the preparation of detailed quantitative route forecasts.

4.2 Proposal Requirements

4.2.1 Proposal Submission – Limit your proposal content to 25 pages. This shall include the cover transmittal letter and table of contents. Dual sided printing for the proposal is encouraged. Proposal, one (1) Original and one (1) electronic PDF file on a CD or USB flash drive, must be submitted in an envelope that is completely sealed, bears the name and complete mailing address of the proposer, and be clearly marked “**SEALED RFP – Air Service Consultant**” due on **Wednesday, February 6, 2019 at 2:00 PM CST** to:

**The Eastern Iowa Airport  
2515 Arthur Collins Parkway SW  
Cedar Rapids, Iowa 52404-8952**

4.3 Proposal Content

4.3.1 Cover Transmittal Letter – Provide a narrative that introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.

4.3.2 Firm Qualifications, Experience and References – The successful firm(s) must have at least seven (7) years of experience in the field of professional air service development consulting. Provide a narrative describing the firm’s qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. Include information regarding your firm’s experience involving the size and level of complexity of the proposed project with particular emphasis on any prior experience with similar sized airports.

4.3.3 Project Personnel and Staffing – Consultant staff working on the account should have at least five (5) years of experience in professional air service development consulting. In addition, the Consultant must provide an "Account Executive" that will be the day-to-day contact person for the Commission. Provide a brief description of all key personnel (including vendors, partners or subcontractors, if applicable) to be involved and their relationship to the services to be provided. Include names, titles, licenses, certificates, and fields of expertise. Attach resumes as part of an appendix to the proposal.

4.3.4 Proposal Cost – Provide pricing and cost information for the project. Include monthly retainer and standard hourly rates for all proposed team members.

4.3.5 Competing Projects – List current projects with air service development at competing airports and how your firm plans to eliminate any conflict of interest.

**SECTION V – METHOD OF EVALUATION**

5.0 Agreement Award - Any agreement award(s) made by the Commission is subject to prior approval by the Commission.

5.0.1 Award of agreement shall be made to the most responsible and responsive proposal from a Company whose proposal offers the greatest value to the Commission with regard to the criteria detailed and the specifications set forth herein.



- 5.1 Proposal Evaluation Criteria - In general, proposals will be evaluated based on, but not limited to, the evaluation criteria stated below and the completeness, clarity, and content of the proposal.
- 5.1.1 Firm Qualifications and Scope of Work (50 Points) - This category will be evaluated based on:
- Experience in professional air service development consulting
  - Established relationships with local aviation government and airline officials and other industry contracts
- 5.1.2 Management (35 Points) - This category will be evaluated based on:
- Experience of the individual selected as primary manager of the contracted work; rationale for his/her selection
  - Plans for managing the project, including subcontractors, and plans for meeting work project reporting requirements
  - Quality control plan and methodology to ensure compliance with, and achievement of, scope of work/services tasks
- 5.1.3 Price (15 Points). The Price will be evaluated based on the proposed cost of performing work as provided in the pricing proposal of each proposing firm.
- 5.2 The Commission reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the Commission's overall interests.
- 5.3 Financial terms will not be the sole determining factor in the award. To determine the award the Commission will use a proposal evaluation method that will enable them to award an agreement to the Proposer offering services and experience that represents the best overall value to the Commission.

<b>SECTION VI – PROPOSED FEES</b>
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- 6.0 The Proposer shall submit a breakdown of hourly fees and estimated pricing per items listed in the Scope of Work OR a monthly retainer fee, inclusive of all meeting and conference to include all registration fees, travel-related expenses and related incidentals. The Proposer shall submit a Standard Hourly Rate Schedule listing the hourly rate charge for each employee classification.
- All-inclusive Monthly Retainer includes:
- Airline Headquarters Meetings & Presentation:           initial two (2) included
  - Air Service Development Conference Meetings :       initial two (2) per conference included
  - Regional Market Assessment
  - Community Visits \ Presentations:                       initial two (2) included
  - Route Analysis Forecasts                                   up to three (3) included
  - Data/Reports:   included

**SECTION VII – SIGNATURE PAGE**

The undersigned proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

We choose **NOT** to submit a proposal at this time, but would like to be considered for future projects.

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_

**EXCEPTIONS/DEVIATIONS** to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GENERAL INFORMATION**

- FOB point in terms of loss or damage is destination.
- Freight and/or delivery charges are to be included in the price of the goods.

**FIRM PRICING**

Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the agreement.

**ADDENDA - <http://www.flyCID.com/rfp>**

It is Proposer's responsibility to check for issuance of any addenda at the above website.

The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

**PAYMENT METHOD**

Do you accept a credit card for payment of purchases?  Yes  No

**QUICK PAY DISCOUNT**

If you provide a discount for payment by credit card, please state the discount:

## SECTION VIII – INSURANCE REQUIREMENTS

### **INSURANCE REQUIREMENTS**

COMPANY, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance to cover all risk, which shall arise directly or indirectly from COMPANY'S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the COMPANY'S employees carrying out the work involved in this agreement.
2. **General Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Consultant or its employees carrying out the work involved in this agreement.
3. **Professional Liability Insurance** with limits of at least \$1,000,000 per occurrence covering all work performed by the Consultant, its employees, subconsultants, or independent consultants. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the consultant continuing to furnish the Commission certificates of insurance.

**Subconsultants:** In the case of any work sublet, the COMPANY shall require subconsultants and independent Consultants working under the direction of either the COMPANY or a subconsultant to carry and maintain the same workers compensation, liability insurance, and automotive liability insurance required of the COMPANY.

**Qualifying Insurance:** Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B" or better. All policies shall be occurrence form and not claims made form. The COMPANY shall be responsible for deductibles and self-insured retentions in the COMPANY'S insurance policies.

**Additional Insured:** The Commission, its officers and employees shall be named as additional insureds on the Consultant's, subconsultant's, and independent consultant's general and automobile liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance and professional liability insurance.

### **CERTIFICATE OF INSURANCE REQUIREMENTS**

- I. The minimum liability limits required by the COMMISSION are **\$1,000,000**. This must be occurrence form liability coverage.
- II. The following address must appear in the Certificate Holder section: Cedar Rapids Airport Commission, The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404.
- III. Certificate of Insurance must be provided prior to the execution of this Agreement. Certificates may be sent by e-mail to [B.Davis@flyCID.com](mailto:B.Davis@flyCID.com), faxed to 319-362-1670, mailed, or delivered. List on the certificate the agreement name covered by the certificate of insurance. Proposal Name: Air Service Consultant
- IV. During the term of the Agreement, COMPANY shall provide the COMMISSION with renewed certificates of insurance 20 days prior to policy expiration dates.

## SECTION IX – GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word COMMISSION refers to the Cedar Rapids Airport Commission throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the COMMISSION.
2. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is in arrears to the Commission upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or that is deemed irresponsible or unreliable by the Commission. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. **PROPOSAL FORM** - In case of a discrepancy between the unit price and the extended price, the unit price shall prevail. The Proposer shall submit its Proposal on the forms furnished by the Commission.
4. **SPECIFICATION DEVIATIONS BY THE PROPOSER** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
5. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
6. **BROCHURES** - Proposals shall include adequate brochures, latest printed specifications, and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
7. **SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS** - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
8. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
9. **PROPOSAL PREPARATION COSTS** - Issuance of this Request for Proposals (RFP) does not commit the Commission in any way, to pay any costs incurred in the preparation and submission of a Proposal. Nor does the issuance of this RFP obligate the Commission to enter into a contract for any services or equipment. All costs related to the preparation and submission of a Proposal shall be paid by the Proposer.
10. **HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless The Commission, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
11. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on your Signature Page. If quick pay discounts are offered, the Commission reserves the right to include that discount as part of the award criteria. Prices proposal or proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.
12. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
13. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The Commission reserves the right to reject any or all Proposals and to re-advertise. The Commission further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Commission.
14. **PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.
15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected, and accepted within 30 days and on receipt of an original invoice.
16. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the Commission.
19. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal by either airfreight, postal service, or other means.
20. **MISCELLANEOUS** - The Commission reserves the right to reject any and all proposals or parts thereof. The Commission reserves the right to inspect Supplier's facilities prior to the award of this proposal. The Commission reserves the right to negotiate optional items with the successful Proposer.
21. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the Commission.

22. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
23. **PATENT GUARANTEE** - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the Commission, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Commission.
24. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the Commission shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Commission, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Commission, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of breach of the award by the successful Supplier and the Commission may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the Commission from the successful Supplier is determined.
25. **TERMINATION OF AWARD FOR CONVENIENCE** - The Commission may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Commission, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the Commission as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the Commission which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.
26. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
27. **ACCEPTANCE OF TERMS BY SHIPMENT** - Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the proposal upon the terms and prices set forth herein.
28. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Commission. Any assignment or attempt at assignment made without such consent of the Commission shall be void.
29. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.
30. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this proposal and subsequent awards, Commission holiday closures are typically New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.) Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the Commission may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.
31. **EXTENSION** - Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
32. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
33. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
34. **METHOD OF AWARDED/QUOTING** - The Commission reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the Commission may consider your proposal non-responsive and reject the entire proposal.
35. **TAXES** - The Commission is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Commission is exempt will be deducted from invoices before payment is made.
36. **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the Commission in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the Commission and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Commission and its officers and employees harmless from any claims arising from the release of any document or information made available to the Commission arising from any proposal opportunity

SECTION X – PROPOSAL FORM

The Proposer shall submit a breakdown of hourly fees and estimated pricing per items listed in the Scope of Work OR a monthly retainer fee, inclusive of all meeting and conference to include all registration fees, travel-related expenses and related incidentals. The Proposer shall submit a Standard Hourly Rate Schedule listing the hourly rate charge for each employee classification.

<b>Task</b>	<b>Description</b>	<b>Hours</b>	<b>Fee</b>
4.1.1	Two (2) Airline Headquarters Meetings and Presentations		
4.1.2	Two (2) Air Service Development Conference Meetings		
4.1.3	Regional Market Assessment		
4.1.4	Data/Reports		
4.1.5	Two (2) Community Visits / Presentations		
4.1.6	Route Analysis Forecasts of up to three (3) new markets		
<b>or</b>	<b>Monthly Retainer Proposal</b>		\$
<b>Additional Services as Requested - Standard Billing Rates</b>			
	Principal		\$ / hour
	Senior Vice President		\$ / hour
	Vice President		\$ / hour
	Managing Directors		\$ / hour
	Senior Associates		\$ / hour
	Associates		\$ / hour
	Analysts		\$ / hour
	Office Support		\$ / hour
<b>Additional Services as Requested - Materials &amp; Expenses</b>			
	Air + Surface Transportation	Actual Cost	
	Out-of-Pocket/Direct Job Expenses	Actual Cost	
	Lodging + Subsistence	Actual Cost	
	Mileage	Federal Rate	

See attached.

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the Cedar Rapids Airport Commission, with offices at 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa, 52404-8952 (hereinafter called the "Commission"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, with offices at \_\_\_\_\_ (hereinafter called "Consultant").

**WITNESSETH THAT:**

WHEREAS, the Commission desires professional services (hereinafter called the "Services") that are specifically set forth in this Agreement;

WHEREAS, Consultant possesses the skills and expertise necessary to provide such Services as desired by the Commission;

WHEREAS, the Commission has requested the Services of Consultant to update The Eastern Iowa Airport (CID) Passenger Demand Analysis, prepare for and assist air service conferences, assist with preparations meetings at airline headquarters, and other on demand air service consulting services. (hereinafter called the "Project");

WHEREAS, Consultant has submitted a proposal dated \_\_\_\_\_, which outlined an approach for such Project; and

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT

The Commission retains and employs Consultant to act for and represent it in all matters involved in the performance of the Services, subject to the terms, conditions, and stipulations as hereinafter stated.

2. TERM OF CONTRACT

This Contract shall commence on \_\_\_\_\_. The original term shall extend and continue for a period of one (1) year from and after the commencement date, subject to cancellation and termination as described herein.

3. OPTION TO RENEW

Commission shall have an option to renew this Agreement upon the same terms and provisions herein (except that the "Scope of Services", "Compensation", and "Schedule" as those terms are defined below, may be modified as agreed upon by the parties) for two (2) successive one (1) year renewal terms.

4. SCOPE OF SERVICES

Consultant shall render in a satisfactory and proper manner the Services set forth in Exhibit A, attached hereto and made part of this Agreement.



5. COMPENSATION

The compensation amount for the Agreement is set forth in Exhibit B, unless otherwise amended in writing.

6. SCHEDULE

Consultant shall perform the Services as described within the Scope of Services set forth in Exhibit A.

7. PAYMENT

In consideration of the Services to be performed by Consultant as set forth in Exhibit A, Consultant shall submit invoices on Consultant's standard form setting forth labor charges and direct reimbursable expenses incurred in the performance of the Services provided for hereunder. The Commission agrees to process all invoices as expeditiously as possible. Payment of invoices shall be made within thirty (30) calendar days of receipt and approval of such invoice by the Commission.

8. INSURANCE

Consultant shall effect and maintain insurance at its own cost and expense to protect itself from claims under: 1) Workers' Compensation Acts; 2) from claims for damages because of bodily injury including sickness, disease, or death of any of its employees; 3) from claims for damages because of injury to or destruction of tangible property; 4) from claims for damages caused by owned, hired, and non-owned vehicles used in the performance of this Agreement; 5) from claims arising out of the performance of professional services caused by errors, omissions, negligent acts; and 6) for any other claim for which it is legally liable, each in the amount of One Million Dollars (\$1,000,000).

Consultant shall furnish the Commission with a certificate(s) of insurance showing Consultant has complied with this Article and also naming the Commission and its officers and employees and the City of Cedar Rapids and its officers and employees as additional insured for general liability.

9. INDEMNITY AND LIMITATION

Consultant shall indemnify, defend, and hold harmless the Commission from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in any way by, resulting in any way from, or arising in any way out of the negligent acts, errors, or omissions of Consultant, its officers, employees, agents, or representatives in the performance of Services under this Agreement.

10. CHANGES AND EXTRA SERVICES

The Commission may make changes within the general scope of this Agreement. If Consultant is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, Consultant shall so notify the Commission of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. Consultant may initiate such notification upon identifying a condition that may change the Services agreed to on the effective date of this Agreement, as set forth in Exhibit A.

Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change. In the event that agreement cannot be reached by the parties hereto as to a particular change.

The Commission may request Consultant to perform extra services not covered by the Scope of Work as set forth in Exhibit A, and Consultant shall perform such extra services and will be compensated for such extra services when they are reduced to writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

The Commission shall not be liable for payment of any extra services nor shall Consultant be obligated to perform any extra services except upon such written amendment.

11. DELAYS

Consultant shall perform its Services with due diligence upon receipt of a written Notice to Proceed from the Commission. The Commission may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its Services is delayed by causes beyond the reasonable control of Consultant, and without the fault or negligence of Consultant, the time and total compensation for the performance of the Services shall be equitably adjusted by written amendment to reflect the extent of such delay. Consultant shall provide the Commission with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by Consultant to mitigate the effect of such delay.

12. TERMINATION

This Agreement may be terminated by either party hereto upon thirty (30) days' written notice in the event of failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the Commission for its convenience or because the Project has been permanently abandoned, but only upon fourteen (14) days' written notice to Consultant. Consultant shall not include any costs or perform any billable services after receipt of the notice of termination.

In the event of termination, Consultant shall be compensated for all services performed and costs incurred up to the effective date of termination for which Consultant has not been previously compensated, plus termination expenses (all obligations reasonably contracted for in advance and subject to payment, i.e., leases or similar contracted expenses) reasonably incurred.

Upon receipt of notice of termination from the Commission, Consultant shall discontinue the Services unless otherwise directed and upon final payment from the Commission deliver to the Commission the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in the performance of this Agreement, whether completed or in process.

13. OWNERSHIP OF DOCUMENTS

All work products prepared by Consultant and its subcontractors pursuant to this Agreement, including, but not limited to, report, work papers, and exhibits shall be and remain the property of the Commission and shall be made available and/or delivered to the Commission at any time at the Commission's request. A set of each document shall be provided to the Commission for its files. Consultant may retain copies of such documents as part of its record of professional activity. Consultant will retain pertinent records relating to the Services performed in connection with the Project for a period of three (3) years following completion of the Project, during which three (3) year period said records would be made available to the Commission at reasonable times.

14. SUCCESSORS AND ASSIGNS

Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior approval of the Commission.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

15. NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or

permitted assigns, in the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

16. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO COMMISSION:                      Mr. Marty Lenss, C.M.  
   Airport Director  
   Cedar Rapids Airport Commission  
   2515 Arthur Collins Parkway SW  
   Cedar Rapids, Iowa 52404-8952

TO CONSULTANT:

17. INDEPENDENT CONSULTANT STATUS

The parties agree that Consultant is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of employer and independent Consultant. Neither Consultant nor any of Consultant's agents, employees or helpers shall be deemed to be the employee, agent, or servant of the Commission. Commission is interested in only the results obtained under this Agreement; the manner, means, and mode of completing the same are under the sole control of Consultant.

18. CONFIDENTIALITY

All data, including originals, images and reproductions, prepared by, obtained by, or transmitted to Consultant in connection with this Agreement is confidential, proprietary information owned by the Commission. Except as specifically provided in this Agreement, the Consultant shall not disclose data generated in the performance of the Service to any third person without the prior written consent of the Commission. The obligations of Consultant under this section shall survive the termination of this Agreement.

19. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

20. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Commission and Consultant and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project.

21. AUDIT/RECORDS

The Commission reserves the right to, at reasonable times; audit Consultant's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement shall be kept on a generally accepted accounting basis for a period of three (3) years following termination of the

Agreement.

22. COMPLIANCE WITH LAWS

Consultant shall comply with all existing and subsequently enacted Federal, State of Iowa, and local laws, ordinances, and codes and regulations that are, or become applicable to the Agreement.

23. EQUAL OPPORTUNITY CLAUSES

- A. Civil Rights Act of 1964, Title VI-49 CFR Part 21 during the performance of this Agreement, Consultant for itself, its assignees and successors in interest agree as follows:
- i. Compliance with Regulations. Consultant shall comply with regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (Regulations) which are herein incorporated by reference and made a part of this Agreement.
  - ii. Non-discrimination. Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, gender, color, or national origin in the selection and retention of subcontractors, including procurements 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 the program set forth in Appendix B of the Regulations.
  - iii. Solicitations for Subcontractors, Including Procurements of Materials and Equipments. Install solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of its obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, gender, color or national origin.
  - iv. Information and Reports. Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its book, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, and orders, and instruction. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the Commission or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
  - v. Sanctions for Non-compliance. In the event of Consultant's non-compliance with the non-provisions of this Agreement, the Commission shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
    - (a) withholding of payments to Consultant under the Agreement until Consultant complies; and/or
    - (b) cancellation, termination or suspension of the Agreement in whole or in part.

- vi. Incorporation of Provisions. Consultant shall include the provisions of paragraphs (i) through (v) in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the Commission or the FAA may direct as a means of enforcing such provisions including sanctions for non-discrimination provided, however, that in the event Consultant becomes involved in or is threatened with litigations with a subcontractor or a supplier as a result of such direction, Consultant may request the Commission to enter into such litigation to protect interest of the Commission and, in addition, Consultant may request the United States to enter into such litigation to protect the interest of the United States.
  
- B. Disadvantaged Business Enterprise Policy. It is the policy of the United States DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 and 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds and that a level playing field on which DBE's can compete fairly is created. Consequently, the DBE requirements of 49 CFR Part 26 and 49 CFR Part 23 may apply to this Agreement.
  
- C. Airport and Airway Improvement Act of 1982, Section 520, General Civil Rights Provisions. Consultant assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no persons shall, on the grounds of race, creed, color, national origin, gender, age, or physical disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Consultant, its subcontractors, successors, or assignees for the period during which Federal assistance is extended to the Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or an interest therein or structures for improvements thereon. In these cases, the provision obligates the Consultant, its subcontractors, successors and assigns for the longer of the following period:
  - i. the period during which the property is being used by the Airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits, or
  - ii. the period during which the Airport sponsor or any transferee retains ownership or possession of the property.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period to the completion of the Agreement.

#### 24. GOVERNMENTAL CERTIFICATION REQUIREMENTS

- A. Trade Restriction Clause - 49 CFR Part 30. The Consultant and/or its subcontractors, by submission of an offer and/or execution of an Agreement, certified that it:
  - i. Is not owned or controlled by one (1) or more citizens of a foreign country included in the list of countries that discriminate against U.S. Consultants published by the Office of the United States Trade Representatives (USTR);
  - ii. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and

- iii. Has not procured any product or subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.1, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through the Commission cancellation of the Agreement at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the Commission if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the FAA may direct through the Commission cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

- B. Certification regarding debarment, suspension, ineligibility, and voluntary exclusions 49 CFR Part 29. Consultant certifies, by submission of this proposal or acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where Consultant or any lower tier participants is unable to certify to this statement, it shall attach an explanation to its solicitation/proposal.

IN WITNESS WHEREOF, this Agreement has been executed by the Commission and Consultant, effective from the day and year first written above.

ATTEST:

CONSULTANT

\_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

CEDAR RAPIDS AIRPORT COMMISSION

\_\_\_\_\_

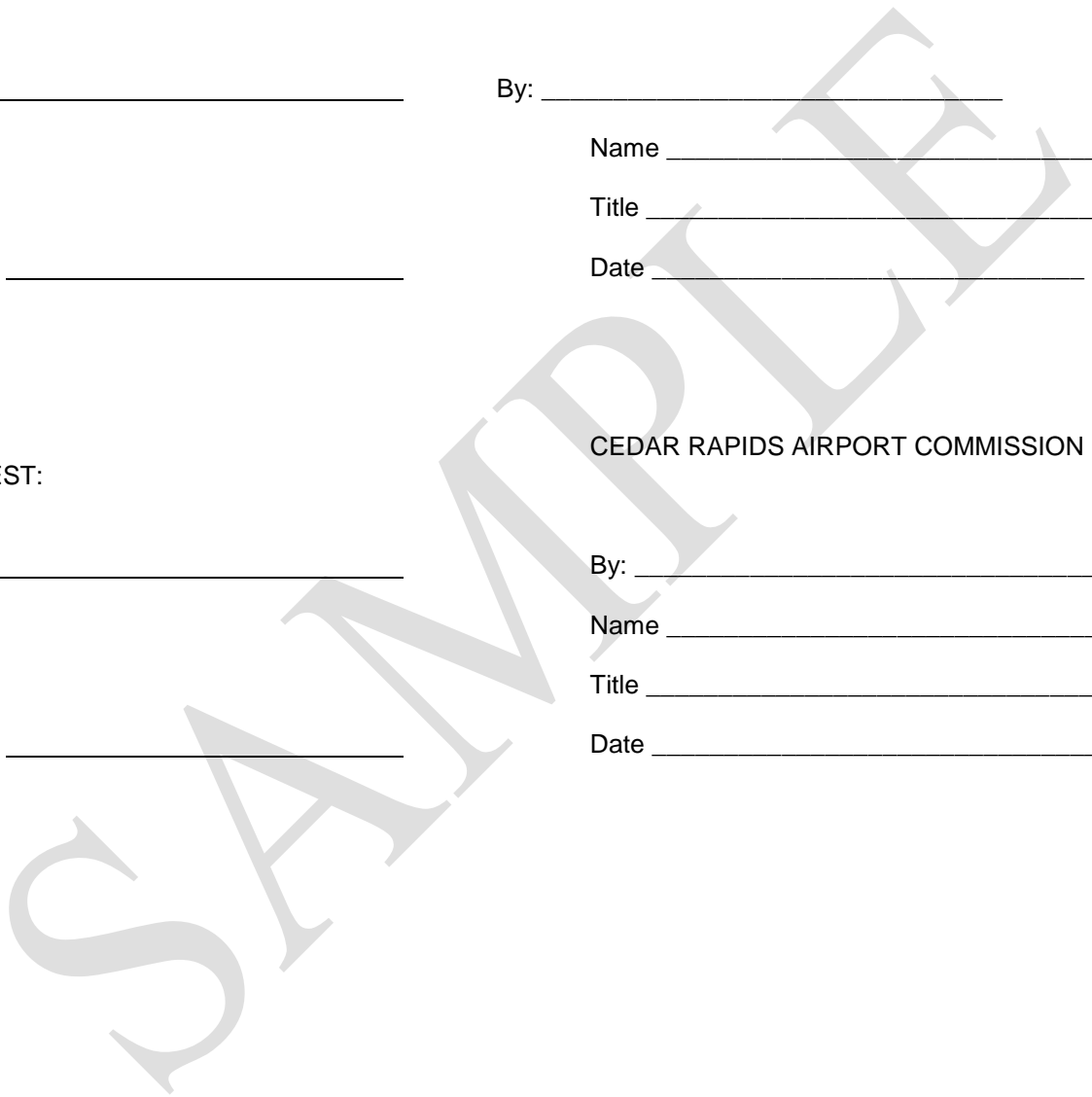
By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF SERVICES**

A. Two (2) Airline Headquarters Meetings and Presentations:

Consultant will prepare necessary data and presentations and accompany CID staff to airline headquarters meetings. These meeting may include the following elements, or others not listed, based on Consultant recommendations and specific airline requests:

1. Up to date map of Airport's catchment area, providing specific demographics of the area including, but not limited to, population growth/decline, unemployment and economic background information.
2. Analyze passenger traffic and revenue and average fare data to/from Airport over the prior ten-year period.
3. Travel with Airport to airline headquarters to present findings as required.
4. Provide follow-up information as desired by airline that is requested as a direct result of information provided by Consultant.
5. Provide other pertinent information not specified above that Consultant and airport deems necessary to complete the objectives determined for each headquarter visit.

B. Two (2) Air Service Development Conference Meetings:

Air service development conference meetings may include elements of the following tasks, or others not listed, based on Consultant recommendations and specific airline requests:

1. Assist in Requesting Meetings: Consultant will work with Airport to develop a list and rank airline meetings requests and will, if directed by Airport, make the requests directly to conference organizer(s). Consultant will also contact directly any airlines for which meetings were requested by Airport, but not requested by airline to encourage airline to schedule meetings within conference meeting times or, at the request of Airport, work to set up a meeting outside regular conference meeting times.
2. Analysis of Targeted Airline: Consultant will perform an analysis of existing Targeted Airline service at the Airport using existing DOT data and proprietary estimates of revenue, costs, load factors, fares, profits, etc. and a benchmarking of those profit and loss results against all other airports in Targeted Airline's network.
3. Route Analysis: Consultant will identify all routes of interest including additional flights on existing routes, new flights to existing Targeted Airline focus cities, new flights to new focus cities and flights to existing Targeted Airline spokes.
4. Representation: Consultant will work with Airport to prepare a presentation and present with Airport at Conference(s).

C. Regional Market Assessment: Consultant will prepare a regional market overview for Airport, including airport catchment area (with affiliated demographic data), passenger traffic data (including passengers, revenue, fares, yields, carrier shares, segments and growth details), the competitive makeup (of airlines serving the Airport and regional airports with their levels of service) and market details (top employers, economic indicators and colleges).



D. Data:

Consultant will provide data necessary to analyze and monitor air service and proactively react to changes in the market or service. Areas to be covered include, but are not limited to:

1. Air Fare Monitoring
2. Schedule change reports
3. Fleet and capacity changes/monitoring
4. Load Factor
5. Yield
6. Competing airports

E. Two (2) Community Visits / Presentations:

Prepare information to be used in meetings with community leaders detailing results of studies, grant strategies and support or other information needs as requested by Airport. Travel to Cedar Rapids to present information to community as requested by Airport.

F. Route Analysis Forecasts of up to three (3) new markets:

Consultant will work with CID to develop a credible business case for new flights critical to generating additional air service at CID. Consultant will work with CID to understand the aggregate airport and community goals and objectives for air service. They will develop a comprehensive and compelling route business case presentation for proposed new services to identified airlines, including the preparation of detailed quantitative route forecasts.

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

<b>Task</b>	<b>Description</b>	<b>Hours</b>	<b>Fee</b>
4.1.1	Two (2) Airline Headquarters Meetings and Presentations		
4.1.2	Two (2) Air Service Development Conference Meetings		
4.1.3	Regional Market Assessment		
4.1.4	Data/Reports		
4.1.5	Two (2) Community Visits / Presentations		
4.1.6	Route Analysis Forecasts of up to three (3) new markets		
<b>or</b>	<b>Monthly Retainer Proposal</b>		\$
<b>Additional Services as Requested - Standard Billing Rates</b>			
	Principal		\$ / hour
	Senior Vice President		\$ / hour
	Vice President		\$ / hour
	Managing Directors		\$ / hour
	Senior Associates		\$ / hour
	Associates		\$ / hour
	Analysts		\$ / hour
	Office Support		\$ / hour
<b>Additional Services as Requested - Materials &amp; Expenses</b>			
	Air + Surface Transportation	Actual Cost	
	Out-of-Pocket/Direct Job Expenses	Actual Cost	
	Lodging + Subsistence	Actual Cost	
	Mileage	Federal Rate	