



Request for Proposals
Organizational Development, Succession Planning,
Wage and Benefit Study

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

April 6, 2022

TABLE OF CONTENTS

SECTION I – NOTICE OF REQUEST FOR PROPOSAL (RFP).....	<u>14</u>
SECTION II – GENERAL TERMS AND CONDITIONS.....	<u>14</u>
SECTION III – SPECIAL TERMS AND CONDITIONS.....	<u>33</u>
SECTION IV – SCOPE OF WORK & PROPOSAL REQUIREMENTS.....	<u>44</u>
SECTION V – METHOD OF EVALUATION.....	<u>67</u>
SECTION VI – SIGNATURE PAGE.....	<u>89</u>
SECTION VII – INSURANCE REQUIREMENTS.....	<u>940</u>
SECTION VIII – GENERAL TERMS AND CONDITIONS.....	<u>1044</u>
SECTION IX – PROPOSAL FORM.....	<u>1244</u>
EXHIBIT A – PROFESSIONAL SERVICES AGREEMENT.....	<u>1346</u>

SIGNIFICANT DATES

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP Release Date (flyCID.com/rfp)	Wednesday, April 6, 2022
Deadline for Questions	Wednesday, May 11, 2022 by 2 PM CDT
Final Addenda, posted on Airport's website	Thursday <u>Friday, April 14</u> May 13 , 2022
Proposal Due Date and Time	Monday, April 18 , <u>May 30</u> 2022 by 2 PM CDT
Selection and Award by Commission	Monday, April <u>June 27</u> 25 , 2022

Check List of Required Documents

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

SECTION I – NOTICE OF REQUEST FOR PROPOSAL (RFP)
--

1.1 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before 2:00 PM Central Daylight Time (CDT) on Monday, ~~April 18~~ May 30, 2022 at the Office of the Airport Director, The Eastern Iowa Airport, Administrative Office Building, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404 for Organizational Development, Succession Planning, Wage and Benefit Study.

1.2 RFP Timeline

Name of the Proposal	Organizational Development, Succession Planning, Wage and Benefit Study
Date of Issuance	Wednesday, April 6, 2022
Deadline for Questions	Wednesday, April 13 <u>May 13</u> , 2022 by 2:00 PM CDT
Deadline for Proposal Submittal	Monday, April 18 <u>May 30</u> , 2022 by 2:00 PM CDT
Recommendation for Award	Monday, April 25 <u>June 27</u> , 2022
Submit Proposal to:	The Eastern Iowa Airport Administration Office Building 2515 Arthur Collins Parkway SW Cedar Rapids, IA 52404
Method of Submittal	Mail or Overnight Delivery, In Person Electronic and fax proposals are not acceptable
Contact Person, Title E-mail Address	Marty Lenss, Airport Director M.Lenss@flyCID.com
Phone/ Fax Numbers	Phone: 319-731-5711 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 an Organizational Development, Succession Planning, Wage and Benefit Study 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 M.Lenss@flyCID.com or fax 319-362-1670 no later than 2:00 PM CST on Wednesday, ~~April 13~~ May 13, 2022.

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 ~~April 18~~ May 30, 2022 before 2:00 PM CDT, 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 – ORGANIZATIONAL DEVELOPMENT, SUCCESSION PLANNING, WAGE AND BENEFIT STUDY**” due on **Monday, April**

~~18~~**May 30, 2022 before 2:00 PM CDT.** Any proposal received after **2:00 PM CDT on April 18**May 30, 2022** 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 CDT on Monday, April 18**May 30, 2022** 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 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, ~~April 13~~**May 11, 2022** at 2:00 PM CDT. The Company shall promptly notify Marty Lenss, Airport Director by e-mail M.Lenss@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
--

3.1 Term of Agreement

- 3.1.1 The initial term of the Agreement shall commence on the date the Commission executes the Agreement and shall terminate as agreed upon by the Commission and the Consultant.
- 3.1.2 The Contract may be extended by written mutual agreement by the Commission and the Consultant.
- 3.1.3 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.

3.2 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.

3.3.2 The Commission may withhold payment for reasons including, but not limited to the following:

- a) Services that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Consultant;
- b) Damage for which Consultant is liable under the Agreement;
- c) Valid liens or claims of lien;
- d) Valid claims of Subconsultants or other persons;
- e) Delay in the progress or completion of the Services;
- f) Inability of Consultant to complete the Services;
- g) Failure of Consultant to properly complete or document any pay request or invoice;
- h) Any other failure of Consultant to perform any of its obligations under the Agreement; or
- i) The cost to Commission, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Commission's remedies set forth in the Agreement.

3.3.3 Actual travel time to and from the work location is not reimbursable under the Agreement.

SECTION IV – SCOPE OF WORK & PROPOSAL REQUIREMENTS

4.0 Purpose

The Cedar Rapids Airport Commission (Commission) is seeking proposals from qualified Consultants to conduct an Organizational Development, Succession Planning, Wage and Benefit Study for the Eastern Iowa Airport.

4.1 Scope of Services

The scope of the work includes all non-bargaining and bargaining unit positions within the Eastern Iowa Airport.

4.2 Desired Content

4.2.1 Classification Study

- a) Review existing job evaluation methodology and provide recommended approach going forward. Create class specifications, including building job families with career progression, and recommend appropriate classification for each employee.
- b) Provide a job analysis method for the Airport to use on an ongoing basis, including an FLSA exemption component.
- c) Review and update all job descriptions.
- d) Provide a straightforward, easily understood, maintenance plan that Administration will use to keep the classification system current and equitable. Conduct a comprehensive training program for Administration staff to ensure that the staff can explain and administer the new system in the future.

4.2.2 Compensation Study

- a) Review of current compensation practices and related issues.
- b) Work with a designated committee of Airport staff to formulate a formal compensation philosophy.
- c) Identify and recommend comparable labor markets, including both private and public sector employers that provide relevant/meaningful comparative salary data, which can be used in creating a competitive pay plan.

- d) Develop and conduct a comprehensive compensation survey.
- e) Prepare a recommended compensation plan design and salary schedule to correspond to the classification plan and recommend changes/additions to the current Cedar Rapids Airport Commission Personnel Policy Manual regarding salary changes; include options for addressing employee pay rates that may fall outside the range of the new pay scale established.
- f) Recommend appropriate salary range for each position based on the classification plan and the compensation survey results. Develop guidelines to assist Airport staff with determining the starting pay for new employees.
- g) Complete necessary analyses, including internal equity and pay compression. Recommend a corrective action plan.
- h) Recommend implementation strategies.
- i) Provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Prepare written training materials and conduct training sessions for Human Resources and any other key staff in the methodology used to assess job classifications in order to maintain internal compensation equity in the future when adding, changing, or deleting positions.

4.2.3 Communication and Employee Engagement

- a) Proposals shall outline the firm's experience engaging employees in the implementation of this work, including successful strategies to work with organizational leadership as well as with affected employees.
- b) Provide a comprehensive communication plan detailing actions and responsibilities of both the firm and the Airport.

4.2.4 Benefits

- a) Conduct a comprehensive benefits survey and compare to those at relevant public and private employers, and make recommendations regarding competitiveness within the market.
- b) Review current benefit offerings.
- c) Review and make recommendations for adjustments to current benefit offerings to maintain market competitiveness. Include benefits beyond health, dental, etc. such as leave time or other competitive offerings.
- d) Provide an assessment or need for suggested changes based on discussions, observations and analysis throughout the project.
- e) Provide options for incentive pay/bonuses based on the performance of the airport and the individual

4.2.5 Organizational Structure

- a) Conduct a detailed examination of the Airport's organizational structure and functions.
- b) Identify existing organizational priorities.
- c) Assess the functional assignments and staffing levels required to perform current duties.
- d) Identify current supervisory ratios and based on industry best practices and organizational needs, develop recommendations for appropriate supervisory ratios.
- e) Evaluate the Airport's initiatives, goals and objectives.
- f) Identify all currently active strategic planning efforts.
- g) Assess interdepartmental collaboration with all other Airport departments
- h) Evaluate staff scheduling and process for managing overtime
- i) Assess administrative strengths, i.e. financial, supervision and development of staff, risk management coordination and practices, and use of technology and identify areas requiring additional support and staffing

4.2.6 Succession Planning

- a) For each Director position:
 1. Define the core leadership and management competencies needed to achieve the Commission's short- and long-term strategic goals.
 2. Create a competency profile for each Director position.
- b) Develop a planned approach for an internal/external search that includes:
 1. Assessment of interim management or assignment of duties
 2. Communications plan.
 3. Planned approach to a comprehensive search.
 4. Orientation and transition plan for new hires.
- c) Identify and document critical information for each Director position to assure minimal disruption in operations and a smooth transition.
- d) Document the transition planning process so that the Commission can periodically review and update the process as needed.

4.2.7 Deliverables

- a) Consultant shall provide written and electronic final report of recommendations, including discussion of methods, techniques, and data used to develop the Classification and Compensation Plan, and present same to the Cedar Rapids Airport Commission on the schedule agreed upon by both parties.
- b) Consultant shall provide written and electronic final report of recommendations, including discussion of findings and data used to development any organizational structure changes.
- c) Consultant shall provide an analysis of the financial impact for implementation of the new Classification and Compensation Plan, organizational structure changes and if requested by the Airport, make recommendations on multi- year implementation.
- d) Consultant shall provide written and electronic final report of findings and recommendations for succession planning. Document the process so that the Commission can periodically review and update the process as needed.
- e) Consultant shall provide implementation support and additional training as needed to ensure maintenance of the classification and compensation structure.
- f) Consultant shall assist the Airport in the development of informational materials appropriate for inclusion in any communication to employees.

4.3 Proposal Requirements

- 4.3.1 Proposal Submission –Submit one (1) Original and one (1) electronic PDF file on a compact disk (CD) or Universal Serial Bus portable flash memory card (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 – Wage & Benefit Study**” due on **Monday, ~~April 18~~May 30, 2022 at 2:00 PM CDT** to:

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

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. The process of evaluation of the responses may also include an interview of candidates selected from the list of all respondents. Candidates of the pre-selection list will be asked to make an oral presentation of 30-45 minutes on their services and then respond to questions by a review panel.

- 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 Qualifications and Experience
- Relevant experience of key personnel, including assigned Project Manager
 - Training proposed
 - Feedback from references, including performance on other Airport projects
 - Knowledge, experience and demonstrated success with providing similar services
 - Technical support proposed
 - Financial responsibility/stability
- 5.1.2 Company Responsiveness to RFP
- Total scope of services proposed
 - Demonstrated understanding of the project
 - Proposed timeline and plan of services
 - Responses to overall proposal and compliance with submission guidelines
 - Proposal presentation (completeness, organization, appearance, etc.)
- 5.1.3 Price
- The price will be evaluated based on the proposed cost of performing work as provided in the pricing proposal of each company.
- 5.2 The Commission reserves the right to use both primary and secondary consultants 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.

SECTION VI – 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 – 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 VII – 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, faxed to 319-362-1670, mailed, or delivered. List on the certificate the agreement name covered by the certificate of insurance. Proposal Name: Wage & Benefit Study
- 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 VIII – 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 IX – PROPOSAL FORM

The Consultant shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Proposal all necessary labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Services as described in Section IV. The Services will also include procuring and furnishing all approvals and authorizations, and certificates and policies of insurance as specified herein necessary to complete the Project.

Description of Services	Firm Fixed Price
All-inclusive firm-fixed price for completing Scope of Work as described in Section 4.0.	\$

Milestones for partial payments throughout the project (if required):

Milestone Description	Estimated Date	Dollar Amount
		\$
		\$
		\$
		\$
		\$
Total firm-fixed price for completed project (must match firm-fixed price above)		\$

A Commission resolution, a signed contract, and an approved purchase order will be the documents that authorize the Services to begin.

Name of Company: _____

Authorized Signature: _____

Date: _____

EXHIBIT A – PROFESSIONAL SERVICES AGREEMENT

See attached.

**Exhibit A
Professional Service Contract
Organizational Development, Succession Planning, Wage and Benefit Study**

This Contract between the CEDAR RAPIDS AIRPORT COMMISSION, (hereinafter called "Commission"), and _____ (hereinafter called "Consultant") is entered into on _____.

1. SCOPE OF SERVICES

Consultant shall specifically conduct an organizational development, succession planning, wage and benefit study for the Eastern Iowa Airport, as set forth in the Request for Proposals dated April 6, 2022 and the Consultants proposal, dated _____, which is attached hereto as Exhibit A and Exhibit B respectively; and incorporated herein by reference.

2. RATE FOR SERVICES

Consultant's employee to be assigned to the project:

Consultant	Position

Consultant shall not replace above listed employee without the prior approval of the Commission. If the successor to said employee cannot be mutually agreed upon, the Commission shall have the right to terminate this Contract upon thirty (30) days' notice. The above referenced employee shall be required to give this contractual obligation top priority.

Consultant shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the Airport. The firm fixed price rate is:

Description of Services	Firm Fixed Price
Completion of Scope of Work	

3. TERM OF CONTRACT

The Contract shall commence on _____ for an initial term ending _____, unless terminated earlier as provided herein.

4. COMPENSATION

Consultant shall be compensated for work performed on an hourly basis in accordance with Firm Fixed Price of _____ as stated in Consultant's Proposal attached herein as Exhibit B.

As a matter of practice, the Commission attempts to pay all invoices in 30 days. All invoices should be submitted to AP@flyCID.com. If no disputes arise, and the invoice has not been paid 60 days after it was received by the Commission, the Consultant may file a claim for fifteen percent (15%) annual rate on amounts not paid after the 60th day.

5. BILLING

Consultant shall provide Commission with billings, which shall include, but not be limited to, the following:

- A. Dates worked; and
- B. General Tasks performed and milestone description as stated in Consultant's Proposal.

6. OWNERSHIP OF DATA

All completed or partially completed marketing materials, data, documents, and electronic media prepared under the terms of the Contract shall be delivered to and become the exclusive property of the Commission. Therefore, any information and data, given to or prepared or assembled by Consultant under this Contract shall not be made available to any individual or organization by Consultant without the prior written approval of Commission. No materials produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant without the prior written approval of Commission. There shall be no legal limitations upon the Commission in the subsequent use of materials or ideas developed under this contract.

7. AUDIT AND INSPECTION OF RECORDS

Consultant shall permit the authorized representatives of Commission, after reasonable notice, to inspect and audit all data and records of Consultant related to carrying out this Contract for a period up to three years after completion of the Contract.

8. AFFIRMATIVE ACTION

The consultant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Consultant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Consultant assures that it will require that its covered suborganizations provide assurances to the Consultant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

9. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex,

or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Consultant will post in conspicuous places, available for employees and applicants for employment, notices to be provided by Commission, setting forth the provisions of the non-discriminatory clause.

Consultant agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the certificate attached hereto as Attachment A and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Consultant's work force, where these groups may have been previously underutilized and underrepresented. Consultant also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by Airport, Consultant shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Consultant, further violations of this section are committed during the term of the Contract, Airport may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Consultant for use in completing the Contract, or it may permit Consultant to complete the Contract, but, in either event, Consultant shall be ineligible to bid on any future contracts let by Commission.

10. INDEMNITY

The Consultant agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Commission, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Consultant, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

11. INSURANCE

The Consultant shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the Commission Director of Finance and Administration. Acceptable proof of such coverages shall be furnished to the Commission prior to services commenced under this Contract.

The Consultant shall provide evidence of the following coverages and minimum amounts.

Type of Coverage Minimum Limits

Workers Compensation	Statutory
Employer's Liability	\$500,000
Commercial or Comprehensive General Liability	
General Aggregate	\$1,000,000 per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 per Person
Professional Liability Minimum Limits	
Errors & Omissions	\$1,000,000 per Occurrence
Fiduciary Insurance	\$1,000,000
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident All Autos- Owned, non-owned and/or hired
Uninsured Motorists	per Iowa requirements

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

12. TERMINATION BY CONSULTANT

Consultant may, at its option, terminate this Contract upon the failure of the Commission to pay any amount, which may become due hereunder for a period of seventy-five (75) days following submission of appropriate billing and supporting documentation. Upon said termination, Consultant shall be paid the compensation due for all services rendered through the date of termination including any retainage.

13. TERMINATION BY COMMISSION FOR VIOLATIONS BY CONSULTANT

If Consultant fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, Commission shall thereupon have the right to terminate it by giving thirty (30) days' written notice of termination of contract, specifying the alleged violations and effective date of termination. It shall not be terminated if, upon receipt of the notice, Consultant promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the Commission will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Consultant for use in completing the Contract.

14. UNRESTRICTED RIGHT OF TERMINATION BY COMMISSION

Commission further reserves the right to terminate this Contract at any time for any reason by giving Consultant thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Consultant shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Consultant shall be paid for

all services rendered through the date of termination. This section also applies should the Commission fail to appropriate additional monies required for the completion of the Contract.

15. INDEPENDENT CONSULTANT

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Commission or its successors or assigns and Consultant or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Consultant is at all times acting and performing as an independent consultant, duly authorized to perform the acts required of it hereunder.

16. SUBCONTRACTS

Assignment of any portion of the work by subcontract must have the prior written approval of Commission.

17. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

18. PROHIBITED PRACTICES

Consultant, during the period of this Contract, shall not hire, retain, or utilize for compensation any member, officer, or employee of Commission, or any person who, to the knowledge of Consultant, has a conflict of interest.

19. NOTICES

Notices to Commission provided for in this Contract shall be sufficient if sent by Certified or Registered mail, addressed to Office of the Airport Director, The Eastern Iowa Airport, 2515 Arthur Collins Pkwy SW, Cedar Rapids, IA 52404, and notices to Consultant shall be sufficient if sent by Certified or Registered mail, addressed to _____, or to such other respective addresses as the parties may designate to each other in writing from time to time.

20. AIRPORT SECURITY

Consultant covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and comply with all laws, statutes, rules, regulations and orders, including Federal Rule 49 CFR 1542, promulgated by any Federal, state, or local agency, authority, or officer, including the Federal Aviation Administration (FAA), the Federal Transportation Security Administration (TSA) and the U.S. Department of Justice.

Consultant, its employees, agents or consultants are expressly required at all times to comply with all laws, statues, rules, regulations and orders, including Federal Rules 49 CFR 1542, promulgated by any federal, state or local agency, authority, or officer, including the FAA, the TSA, and the U.S. Department of Justice.

Should a penalty be imposed on Commission for an incident involving Consultant's breach

of security, Consultant agrees to reimburse Commission for any and all such penalties including, but not limited to, civil fines which may be imposed upon the Commission by any state, local or federal agency, or officer, including the TSA.

21. CONFIDENTIALITY

All data, including originals, images and reproductions, prepared by, obtained by, or transmitted to Consultant in connection with this Contract is confidential, proprietary information owned by the Commission. Except as specifically provided in this Contract, 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 Contract.

22. MISCELLANEOUS

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Iowa. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Consultant acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local, or Federal law, rules, regulations, and orders.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month, and year written below.

COMPANY

CEDAR RAPIDS AIRPORT COMMISSION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

EXHIBIT A – REQUEST FOR PROPOSALS

Attached hereto and incorporated herein by reference.

EXHIBIT B – COMPANY’S PROPOSAL

Attached hereto and incorporated herein by reference.