



Request for Qualifications (RFQ)
for Professional Consulting Services

Aerospace Industry Cluster Development

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

February 19, 2025

TABLE OF CONTENTS

SECTION I – INTRODUCTION..... 1

SECTION II – ANTICIPATED SCOPE OF WORK 2

SECTION III – CRITERIA, CONTENT, AND SUBMITTAL 4

SECTION IV – HOURLY FEES AND ESTIMATE PRICING FORM..... 6

SECTION V – RFQ ACQUISITION AND SCHEDULE..... 7

SECTION VI – SELECTION AND EVALUATION PROCESS..... 8

SECTION VII – INSURANCE REQUIREMENTS 9

SECTION VIII – GENERAL TERMS AND CONDITIONS10

SECTION IX – PROFESSIONAL SERVICES AGREEMENT11

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Deadline for Submittal of Written Questions	Friday, March 14, 2025 at 2 PM CST
Responses to Questions, Final Addenda, if any, posted on Airport’s website	Monday, March 17, 2025
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Short Listing	Friday, April 4, 2025
Finalist Interviews (TBD)	Week of April 7-11, 2025
Award Recommendation	April 28, 2025

SECTION I – INTRODUCTION

Background and Purpose

The Greater Cedar Rapids region has a rich and storied history in aerospace innovation. Orville and Wilbur Wright spent part of their childhood in Cedar Rapids, where a toy helicopter gifted by their father ignited their fascination with flight. Arthur Collins founded a company in his garage that later grew into Collins Aerospace, now a Fortune 500 company and division of Raytheon Technologies (RTX). Iowa City was home to one of the earliest commercial airports in the United States and served as a key stop on America's first cross-country air mail route. Additionally, Professor James Van Allen established the University of Iowa as a global leader in space exploration, with instruments designed there flying on over 70 spacecraft.

Building on this foundation, the region has evolved into a thriving hub for aerospace and defense innovation. It is home to numerous technology companies spanning aerospace engineering, manufacturing, transportation and logistics, and communications. Notable employers include Collins Aerospace, BAE Systems, MidAmerican Aerospace Ltd, Intertrade (a Rockwell Collins Company), Jet There, University of Iowa's Operations Performance Lab, and Midwest Aerospace. The regional education system has been shaped by the presence of these employers in the region. High schools, technical schools, and other post-secondary institutions all have education pathways that produce a highly skilled workforce. Iowa-based students regularly earn technical and advanced degrees in fields such as aircraft mechanics, commercial aviation, and various concentrations of engineering that align with employment opportunities in the region. The pipeline is being further entrenched into career pathways extending into the largest area high schools who all have or are in process of implementing guided career pathways to the aerospace industry through curriculum.

Despite its rich history and strong presence in related industries, aerospace is not yet recognized as a standalone industry cluster in the region. Instead, companies in this space generally fit within a subset within the broader Transportation/Logistics and Advanced Manufacturing clusters which are prevalent for the region. The long-term vision of the Cedar Rapids Airport Commission is to further expand and diversify the aerospace industry, elevating it to the status of a distinct, standalone industry cluster.

Strategic Roadmap

To achieve this ambitious goal, the Airport is seeking to engage with a consultant in the development of a robust and actionable "Strategic Roadmap" that outlines a clear pathway for growth in the aerospace sector. This roadmap should lead to increased capital investment, physical development, and job creation. Key elements of the roadmap may include, but are not limited to:

1. Asset Analysis & Benchmarking - A realistic assessment of the region's existing assets and advantages relevant to the aerospace industry and compared to its competitors.
2. Barrier Identification - A thorough understanding of significant barriers to growth and strategies to mitigate or eliminate these obstacles.
3. Target Subsegments - Identification of specific aerospace subsegments that align with the region's strengths and present the greatest opportunities for business attraction.
4. Employer Opportunities - within the identified subsegments, a focus on specific employers with high growth potential that align with the region's strategic objectives.

By addressing these critical components, the roadmap will provide the Eastern Iowa Airport and the Cedar Rapids region with the tools necessary to achieve the following overarching objectives:

1. Capital investment, physical development, and job creation in the region including on property owned by the Commission.
2. Diversification of the employers and subsegments of aerospace within the Region.

SECTION II – ANTICIPATED SCOPE OF WORK

The following is a proposed scope of work which is general framework for the Strategic Roadmap to be conducted by the selected consultant. Please note, the actual scope of work to be included in a binding contract may vary based on input and negotiation with the consultant selected through this RFQ.

1. Assessment, Benchmarking & Evaluation

The Consultant will conduct an in-depth analysis of the Greater Cedar Rapids region, including the laborshed area surrounding Cedar Rapids (encompassing the Cedar Rapids and Iowa City MSAs and several surrounding counties). The assessment should address the following elements:

- **Capabilities of the Workforce and Education Pipelines:** Evaluate technical programs, universities, flight schools, and other education and training programs, including their current capacity to meet the needs of the aerospace industry.
- **Key Employers and Suppliers:** Identify key employers in the aerospace and related industries, including their suppliers and supplier locations.
- **Research and Innovation Capacity:** Analyze partnerships with academic institutions and industry, including research programs and innovation initiatives.
- **Benchmarking:** Conduct a detailed benchmarking study comparing the region to regions with aerospace as a concentrated industry cluster.
- **Competitive Advantages and Drivers of Growth:** Identify the region's competitive advantages, prospective drivers of growth, and key strengths such as workforce productivity, development-ready properties, infrastructure, etc.
- **SWOT Analysis:** Profile the competitive set of locations and regions Cedar Rapids will most directly compete with in future interstate site searches. Include an analysis of industry-cluster-based programs for aerospace in the Midwest and nationally, and articulate the value proposition for an industry cluster-based approach.

2. Industry Barriers & Challenges

The Consultant will analyze barriers to growing the aerospace industry in the region, including but not limited to:

- Gaps in infrastructure, workforce, or supply chain capabilities.
- Policy or regulatory hurdles at the local, state, or federal levels.
- Limitations in marketing, business incentives, or support systems for aerospace companies.
- Exploration of whether public sector strategies are necessary to catalyze the formation of an industry cluster or if market forces are sufficient.

3. Target Industry Segments

The Consultant will perform market research to identify high-growth subsegments of the aerospace industry, including but not limited to:

- Commercial, defense, and avionics.
- Maintenance, Repair, and Overhaul (MRO).
- Space systems.

- Advanced manufacturing.
- Emerging technologies such as UAVs (unmanned aerial vehicles) and eVTOL (electric vertical takeoff and landing).

Key Tasks:

- Evaluate which subsegments align best with the region’s strengths and economic goals.
- Prioritize subsegments based on a high degree of correlation to the region’s business case and competitive advantages.
- Assess current and emerging opportunities in aerospace defense, considering strategies like the National Defense Industrial Strategy (2024).

4. Business Attraction Strategy

The Consultant will develop a targeted strategy for attracting aerospace employers, including:

- **Business-to-Business (B2B) Connections:** Identify opportunities for B2B engagement to support overall aerospace recruitment efforts.
- **Database of Prospective Companies:** Develop a database of prospective companies and contacts within priority subsegments.
- **Marketing and Branding:** Provide recommendations to position the region as a premier aerospace destination.
- **Incentive Packages:** Suggest changes or modifications to incentive packages (e.g., tax abatements, workforce development grants) to attract investments.
- **Strategic Partnerships:** Propose plans for leveraging partnerships with Collins Aerospace, the University of Iowa, and other key stakeholders.

5. Strategic Roadmap Development

The Consultant will synthesize findings from the above tasks into a clear, actionable roadmap, including:

- Detailed recommendations in the following areas:
 - Infrastructure and facility development
 - Workforce training and development programs
 - Business attraction and retention initiatives
 - Policy and regulatory changes needed to support growth
 - Metrics for tracking progress and measuring success
- Deliver the roadmap in a phased implementation plan with milestones and associated costs.

6. Final Deliverables and Presentation

The Consultant will deliver the following:

- A comprehensive written report detailing the strategic roadmap and key findings.
- An executive summary tailored for decision-makers and stakeholders.
- Formal presentation of findings and recommendations to the Cedar Rapids Airport Commission and other key stakeholders.

- **Stakeholder Outreach:** Provide additional outreach services, including:
 - Hosting an online webinar (recorded for future reference).
 - Developing a project website for ongoing updates.
 - Delivering smaller presentations to key stakeholder groups or governing bodies.
- **Advisory Support:** Offer ongoing advisory support for implementation as needed (optional, based on agreement).

SECTION III – CRITERIA, CONTENT, AND SUBMITTAL

Request for Qualifications

The Cedar Rapids Airport Commission (Commission) is inviting qualified professional consulting firms (or consulting teams) to submit a Statement of Qualifications (SOQ) to provide consultation services to the Eastern Iowa Airport (CID) in developing the strategic roadmap as described above.

Firms responding to this Request for Qualifications (RFQ) are expected to have extensive experience in the aerospace industry and be able to put together an achievable and actionable strategic roadmap. It is also expected that the experience brought by the awarded Company, would bring knowledge and expertise to provide input on the roadmap in order to achieve the overarching objectives.

Firms interested in being considered for the project are requested to submit one (1) original hard copy and one (1) PDF format on a CD or USB flash drive of their SOQ in an envelope marked "Qualifications for Professional Consulting Services – Aerospace Industry Cluster Development" by **2:00 PM (CST), Friday, March 28, 2025**. SOQs must include the following information:

1. Name, size, description, and history of firm.
2. Location of main office and office where work will be accomplished.
3. Qualifications and previous experience, including a list of former airport clients with contact information on similar projects within the past five years served by your proposed Project Team; such as Principal, Senior Vice President, Managing Directors, Project Manager, Senior Associates, Associates, Analysts, and Office Support. Provide your standard billing rates for each of your Project Team members.
4. Provide a listing of all subconsultants to be used, including responsibilities and qualifications for each subconsultant and their standard billing rates.
5. Provide an organization chart with all identified firms and resumes of key personnel who will be assigned to complete the proposed project, listing their roles and responsibilities and project approach.
6. Hourly Fees and Estimated Pricing Form
7. Provide any additional comments, which you may believe to be relevant.

SOQs must be organized in the following format. Responses are limited to 30 pages single sided pages or 15 pages double side pages maximum, including an Executive Summary. Elements listed under each part must be included in the submittal:

1. Transmittal Letter. (Does not count in the number of pages.)
2. Executive Summary. The Statements of Qualifications shall be prefaced by an Executive Summary of six (6) pages or less, which gives in brief, concise, terms a summation of the submittal.
3. Required Experience. Describe the background and experience of the primary consultant. This section should be a concise document, which shall include the following information:

- a. Relevant experience of the aerospace consulting firm. A brief summary of work accomplished by the firm and subconsultants in similar engagements at similar airports in the United States within the past five (5) years. The summary must include contact name and number, where the work was performed, and the disciplines performed at each location. The summary shall include any unique problems and the solutions thereto, as seen by the firm in performing the work at similar airports.
 - b. Assigned Staff. A statement of the project manager and key personnel that would be assigned to the project by the primary firm and subconsultant's team members. Include an organization chart, a description of the interface between the primary firm and the project team if applicable, job description of key positions, and resumes of key personnel who would be performing the work. Each resume or biography must describe the person's current professional capabilities, experience, education, training, and anticipated work commitments
4. Hourly Fees and Estimated Pricing Form. The consultant shall submit on the form furnished by the Commission within this RFQ, a breakdown of hourly fees and estimated pricing inclusive of the items in the Scope of Work. In addition, the consultant shall submit a Standard Hourly Rate Schedule listing the hourly rate charge for each employee classification.

SECTION IV – HOURLY FEES AND ESTIMATE PRICING FORM

The consultant shall submit a breakdown of hourly fees and estimated pricing for the following items in the Scope of Work:

Item	Description	Fee
1.	Assessment, Benchmarking & Evaluation	
2	Industry Barriers & Challenges	
3	Targeted Industry Segments	
4	Business Attraction Strategy	
5	Strategic Roadmap Development	
6	Final Deliverables & Presentation	
	Principal	\$ / hour
	Senior Vice President	\$ / hour
	Vice President	\$ / hour
	Managing Directors	\$ / hour
	Senior Associates	\$ / hour
	Associates	\$ / hour
	Analysts	\$ / hour
	Office Support	\$ / hour
	Additional Services as Requested - Materials & Expenses	
	Air + Surface Transportation	Actual Cost
	Out-of-Pocket/Direct Job Expenses	Actual Cost
	Lodging + Subsistence	Actual Cost
	Mileage	Federal Rate

Submitting Firm: _____

SECTION V – RFQ ACQUISITION AND SCHEDULE

The RFQ document is available at <https://flycid.com/rfp> under Business Opportunities. It is the responders' responsibility to check the website for addendums. All addendums must be included with responders' Statement of Qualifications.

Submission of questions concerning this Request for Qualifications must be submitted in writing, by mail, fax, or email and should be directed to:

Caleb Mason
 Director of Properties & Business Development
 The Eastern Iowa Airport
 2515 Arthur Collins Parkway SW
 Cedar Rapids, IA 52404-8952
 Fax: 319-362-1670
 E-Mail: C.Mason@flyCID.com

Oral statements or instructions made by staff, officials, or consultants shall not constitute an addendum to this Request for Qualifications; any such addendum must be in writing. If questions concerning the Request for Qualifications are deemed to indicate a need for clarification of the documents it will be done in the form of an addendum to the Request for Qualifications. Should a responder find a discrepancy in, or omission from, the general terms and conditions included in the Request for Qualifications documents, or should there be any doubt as to their meaning, responder shall notify the Airport Contact in writing no later than **2:00 PM on Friday, March 14, 2025**. Instructions/clarifications will be provided, in writing, to all prospective responders of record and posted to the airport's website.

The following tentative schedule has been established for this selection process:

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RFQ Release Date (www.flycid.com)	Wednesday, February 19, 2025
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SECTION VI – SELECTION AND EVALUATION PROCESS

Fees will be negotiated for projects based upon the current billing rates as submitted by the consultant in response to this SOQ. Materials and expenses, air and surface transportation, out-of-pocket/direct job expenses, lodging and subsistence will be reimbursed at actual costs. Mileage will be reimbursed at the Federal rate. Financial terms will not be the sole determining factor in the award. To determine the award the Commission will use an evaluation method that will enable them to award an agreement to the selected responder offering services and experience that represents the best overall value to the Commission.

The SOQs will be evaluated and ranked on, but not limited to, the basis of the written material submitted according to the following weighted criteria:

Item	Criterion	Weight
1.	Firm Qualifications and understanding of the Scope of Services based on: experience in consulting in the aerospace industry sector.	50%
2.	Management: experience of the individual selected as primary manager of the contracted work and rationale for their selection; plans for managing the project, including subcontractors, and plans for meeting work project reporting requirements; and quality control plan and methodology to ensure compliance with, and achievement of the scope of services.	40%
3.	Price based on billing rates submitted by consultant.	10%

The process of evaluation of the responses to this request may also include an interview of respondents selected from the list of all respondents. Consultants of this pre-selection list may be asked to make an oral presentation of 30-45 minutes on their services and then respond to questions by a review panel. Interview invitations shall be sent to the selected respondents with interview location and anticipated interview format. Respondents may present using any media format they choose, but the Airport provides no material or technical support. Respondents must leave any storyboards, other presentation items, and a hard copy of any presentation materials, with the Airport for consideration. At the Respondent's request, materials shall be returned after the selection.

SECTION VII – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Consultant, 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 consultant's obligations and activities.

1. Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Law covering all the consultant'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 consultant shall require subconsultants and independent consultants working under the direction of either the consultant or a subconsultant to carry and maintain the same workers compensation, liability insurance, and automotive liability insurance required of the consultant.

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 consultant shall be responsible for deductibles and self-insured retentions in the consultant's insurance policies.

Additional Insured: The Cedar Rapids Airport 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

1. The minimum liability limits required by the Commission are \$1,000,000. This must be occurrence form liability coverage.
2. 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.
3. Certificate of Insurance must be provided prior to the execution of this Agreement. Certificates may be sent by e-mail to COI@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 Aerospace Industry Cluster Development.
4. During the term of the Agreement, consultant shall provide the Commission with renewed certificates of insurance 10 days prior to policy expiration dates.

SECTION VIII – GENERAL TERMS AND CONDITIONS

The Cedar Rapids Airport Commission reserves the right to waive any irregularities or formalities and award the professional services agreement in the best interest of the Commission and to reject any or all Statement of Qualifications. If a responder is selected by the Commission, the selected responder shall execute the professional services agreement as shown in Section IX with the Commission within thirty (30) days after notification of selection, unless the time for execution has been extended for good cause at the sole discretion of the Commission. Failure of the selected responder to meet contract submission requirements (i.e., insurance) or failure to timely execute a professional services agreement with the Commission may result, in the sole discretion of the Commission, a decision to select from the remaining responders or to advertise for new Statement of Qualifications. The Commission reserves the right to approve all proposed Subconsultants, modify roles of proposed Subconsultants and/or require additional Subconsultants in the performance of the professional services agreement.

Issuance of this Request for Qualifications (RFQ) does not commit the Commission in any way, to pay any costs incurred in the preparation and submission of a Statement of Qualifications. Nor does the issuance of this SOQ obligate the Commission to enter into a professional services agreement for any services or equipment. All costs related to the preparation and submission of a Statement of Qualifications shall be paid by the consultant.

The consultant agrees to protect, defend, 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 consultants, its employees, subcontractors or any independent contractors working under the direction of either the consultant or subcontractor in the performance of this professional services agreement.

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.

All documents submitted with any Statement of Qualifications 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 contract opportunity.

SECTION IX – PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2025, 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 Consultant provide consulting services to assist in developing a strategic plan for aerospace industry cluster development in the Cedar Rapids region and at the Eastern Iowa Airport. (hereinafter called the "Project");

WHEREAS, Consultant has submitted a statement of qualifications dated _____, which outlined an approach for such Project;

WHEREAS, the Consultant agrees that the Professional Services Agreement documents (hereinafter called the "Agreement") consist of the following: this Agreement, the Request for Qualifications for Professional Consulting Services _____, all issued addendums to the RFQ, and insurance certificates. All documents comprising the Agreement documents are complementary to one another and together establish the complete terms, conditions and obligations of the Agreement; 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 AGREEMENT

This Professional Services Agreement 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 four (4) successive one (1) year renewal terms. Such renewal terms will be effective without formal amendment to this Agreement.

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 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.

9. INDEMNITY AND LIMITATION

Consultant shall indemnify, defend, and hold harmless the Cedar Rapids Airport 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 Equipment. 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. 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.

25. 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.

CONSULTANT

CEDAR RAPIDS AIRPORT COMMISSION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

EXHIBIT A
SCOPE OF SERVICES

(Commission to Insert)

**EXHIBIT B
COMPENSATION SCHEDULE**

(Commission to Insert)