
Request for Proposal

Air Service Consultant

Dubuque Regional Airport

11000 Airport Road

Dubuque, IA 52003

February 28, 2017

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SIGNIFICANT DATES

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP Release Date	Tuesday, February 28, 2017
Deadline for Questions	Monday, March 13, 2017
Final Addenda, if any, posted on	Monday, March 27, 2017
Proposed Due Date and Time	Monday, April 3, 2017 – 2 p.m. CST
Evaluation Period	Monday, April 3, 2017 – Monday April 10, 2017
Interviews	Tuesday, April 18, 2017
Selection and Award	Friday, April 21, 2017
Notice to Proceed	Monday, April 24, 2017

Check List of Required Documents

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

Section I – NOTICE OF REQUEST FOR PROPOSALS

1.0 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before 2:00 p.m. Central Standard Time on Monday, April 3, 2017 at the Dubuque Regional Airport Administration Office, 11000 Airport Road, Dubuque, Iowa 52003 for an Air Service Consultant.

1.1 RFP Timeline

Name of Proposal	Air Service Consultant
Date of Issuance	Monday, February 27, 2017
Deadline for Questions	Monday, March 13, 2017
Deadline for Proposal Submittal	Monday, April 3, 2017 – 2 p.m. CST
Recommendation for Award	Friday, April 21, 2017
Submit Proposal to:	Dubuque Regional Airport Administration Office 11000 Airport Road Dubuque, IA 52003
Method of Submittal	Mail or Overnight Delivery, In Person Fax Proposals are not acceptable
Contact Person	Robert A. Grierson AAE Dubuque Regional Airport Manager rgrierson@cityofdubuque.org (563) 589-4128

Section II – GENERAL TERMS AND CONDITIONS

2.0 General

The Dubuque Regional Airport is soliciting proposals from a qualified company to provide Air Service Consulting Services to the Dubuque Regional Airport.

2.1 Pre-Proposal Meeting

There will be no pre-proposal meeting associated.

2.2 Receipt and Opening of Proposals

All proposals must be received in a sealed envelope at the Administration Office (date and time stamped) by Monday, April 3, 2017, before 2:00 p.m. CST, in order to be considered. Proposals will not be received at any other office or department and proposals sent via fax or email will not be accepted. Proposals shall be plainly marked on the outside with the notation "SEALED RFP- Air

- Service Consultant” Any proposal received after 2:00 p.m. CST on Monday, April 3, 2017, may be deemed unresponsive and may be returned unopened.
- 2.3 The Dubuque Regional Airport reserves the right to accept or reject any or all proposals and to waive any informality and irregularity in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.
 - 2.4 The Dubuque Regional Airport is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system or any other means of delivery employed by the Proposer. Similarly, the Dubuque Regional Airport is not responsible for and will not open any proposal responses that are received later than the date and time stated previously.
 - 2.5 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 Dubuque Regional Airport that you have read, understand and will comply with the instructions and all terms and conditions attached hereto. The Dubuque Regional Airport 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.
 - 2.6 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 p.m. CST on Monday, April 3, 2017 at the Dubuque Regional Airport Administration office, 11000 Airport Road, Dubuque, Iowa.
 - 2.7 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be posted at www.flydbq.com . 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.
 - 2.8 A Certificate of Insurance must be on file and approved by the City of Dubuque before this project can begin. See Section VIII - Insurance Requirements, which details the exact requirements of the Dubuque Regional Airport and City of Dubuque.
 - 2.9 This RFP does not commit the Dubuque Regional Airport to make an award, nor will the Dubuque Regional Airport pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
 - 2.10 Addenda - Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by Monday, March 13, 2017. The Company shall promptly notify Robert A. Grierson AAE, Dubuque Regional Airport Manager by email rgrierson@cityofdubuque.org or facsimile at 563-589-4108 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 will receive shall

become part of the Agreement Documents and shall be acknowledged and dated on the bottom of Signature Page.

- 2.11 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 in Signature Page. Companies are cautioned that exceptions taken to the RFP may cause their proposal to be rejected.
- 2.12 Incomplete Information – Failure to complete or provide any of the information requested in this RFP, including references, and/or additional information as indicated, may result in disqualification due to “non-responsiveness”.

Section III – SPECIAL TERMS AND CONDITIONS

- 3.0 Agreement Forms and Terms – A sample professional service agreement – Air Service Consulting Services (Agreement) is attached hereto as Exhibit B.
 - 3.1 The initial term of the Agreement shall be for one year starting Monday, April 24, 2017 through Monday, April 23, 2018.
 - 3.2 The Dubuque Regional Airport and the Consultant(s) may renew the original agreement for two (2) one (1) year periods by mutual written agreement upon the provision of sixty (60) days written notice prior to expiration of the current term.
 - 3.3 Following Dubuque Regional Airport approval, a Notice to Proceed, prepared by the Dubuque Regional Airport and signed by the Dubuque Regional Airport Manager, shall become the document that authorizes the Agreement to begin, assuming the insurance requirements (if applicable) have been met. Each section contained herein, any addenda and the response from the successful proposer shall also be incorporated by reference into the resulting agreement. Similar products and/or services may be added and pricing negotiated during the term of the agreement.
 - 3.4 No price escalation will be allowed during the term of the agreement. If it is mutually decided to renew beyond the original term and the Consultant requests a price increase, the Consultant shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual invoices, copies of commercial price lists provision of appropriate indices, etc. which reflect said increases, to negotiate more favorable terms or terminate without cost, the future performance of the agreement.
 - 3.5 Consultant Employees – The Dubuque Regional Airport reserves the right to require the Consultant to remove any employee from the project whom the Dubuque Regional Airport has deemed incompetent, careless, insubordinate, or

whose continued employment on the project is deemed to be contrary to the public interest.

- 3.6 Consultant, its officers, employees, agents, sub consultants 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 the Dubuque Regional Airport, all applicable rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Dubuque Regional Airport. If Consultant, its officers, employees, agents, sub consultants or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the Dubuque Regional Airport, the Consultant will be responsible and will reimburse the Dubuque Regional Airport in the full amount of any such monetary penalty or other damages. The amount must be paid by the Consultant within ten (10) days of written notice.
- 3.7 Consultant shall be responsible for and agrees to protect, defend, indemnify and hold harmless the Dubuque Regional Airport 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 parties hereto and their employees that may arise, occur or grow out of any acts, actions, work or other activity done by the Consultant, its employees, sub consultants or any independent consultants working under the direction of either the Consultant or sub consultant in the performance of this agreement.
- 3.8 Payment – The Dubuque Regional Airport will pay upon receipt of an original invoice within thirty (30) days subject to Dubuque Regional Airport acceptance and approval of said invoice. Invoice may be submitted on the first of the month and must clearly state the scope of the project, names of personnel working on the project, number of hours. Invoices shall be addressed as follows: Dubuque Regional Airport Administration, 11000 Airport Road, Dubuque, Iowa 52003.

Section IV – SCOPE OF WORK AND PROPOSAL REQUIREMENTS

- 4.0 Background – The Dubuque Regional Airport staff and commission are seeking qualified firm to provide air service consulting services. The Airport is served by the following:
- Scheduled certified carrier: American Airlines via Envoy
 - Unscheduled charters: Sun Country Airlines.
 - Annual Passengers enplanements per calendar year are as follows:
 - 2014 – 34,410
 - 2015 – 36,820
 - 2016 – 36,843

Air service consultant will provide on-call guidance and counsel relative to passenger air service development (ASD) and retention. The Consultant will have established relationships and the ability to arrange meetings with decision makers at major airlines and key government officials where necessary. The selected firm will partner with the

Dubuque Regional Airport (DBQ) staff members to identify local passenger air service needs, threats and opportunities as well as deliver tailored air service proposals to current and prospective carriers. The consultant will attend meetings to provide technical expertise during presentations and to aid in the development of new or existing airline relationships. This includes, but not limited to, headquarter meetings and meetings at key air service conferences, such as JumpStart. As requested by DBQ, the consultant will also prepare and deliver presentations on various air service development in the Eastern Iowa region. On occasion, the consultant will answer questions as they arise regarding a new entrant airline, air service incentive or general air carrier inquiries. Preparation of an appropriate response to the inquiry or other assistance may be requested.

4.1 Project Scope of Work – Consultant services to be performed include:

4.1.1 – True Market Study/Passengers Demand Analysis – Consultant will complete a true market estimate for the most recent year. Using the most advanced data sources including but not limited to Airline Reporting Corporation (ARC) ticket data and the U.S. Department of Transportation (DOT) origin and destination data. Data collected will include but is not limited to, the originating airport, destination and the airline. The output will provide an estimate of the top fifty (50) domestic true markets and the top twenty (20) international true markets including passenger retention by destination, diverted origin and destination passengers and the total estimated true market for all destinations. Consultant will complete a Passenger/Demand Analysis/Leakage report. The comprehensive report will provide at a minimum, airport use by community, regional distribution of travel, airline use by airport, average fares, and assessment of air service gaps and opportunities, and other market specific information for DBQ.

4.1.2 – Three (3) Airline Headquarters Meetings and Presentations: - Consultant will prepare necessary data and presentations and accompany DBQ staff to airline headquarters meetings. These meetings may include the following elements, (or others not listed, based on Consultant recommendations and specific airline requests).

- 1). Up to date Airport's catchment area, providing specific demographics of the area including, but not limited to, population growth/decline, unemployment and economic background information.
- 2). Analyze passenger traffic and revenue and average fare data to/from Airport over the prior ten (10)-year period.
- 3). Travel with Airport to airline headquarters to present findings as required.
- 4). Provide follow-up information as desired by airline that is requested as a direct result of information provided by Consultant.

5). Provide other pertinent information not specified above that Consultant and airport deems necessary to complete the objectives determined for each headquarters visit.

4.1.3 – Two (2) Air Service Development Conference Meetings: - Air service development conference meetings may include elements of the following tasks, or others not listed, based on Consultants recommendations and specific airline requests.

1). Assist in Requesting Meetings: Consultant will work with Airport to develop a list and rank airline meetings requests and will, if directed by Airport, make the requests directly to conference organizer(s). Consultant will also contact directly any airlines for which meetings were requested by Airport, but not requested by airline to encourage airline to schedule meetings within conference meeting times or, at the request of the Airport, work to set up a meeting outside regular conference meeting times.

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

3). Analysis of Targeted Airline: Consultant will perform an analysis of existing Targeted Airline service at the Airport using existing DOT data and proprietary estimates of revenue, costs, load factors, fares, profits, etc. and benchmarking of those profit and loss results against all other airports in Targeted Airline spokes.

4). Route Analysis: - Consultant will identify all routes of interest including additional flights on existing routes, new flights to existing Targeted Airlines focus cities, new flight to new focus cities and flights to existing Targeted Airlines spokes.

5). Representation: - Consultant will work with Dubuque Regional Airport staff to prepare a presentation and present with Airport at Conference(s) to targeted air carriers.

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

- 1). Air Fare Monitoring
- 2). Schedule Change Reports
- 3). Fleet and Capacity changes/monitoring
- 4). Load Factor
- 5). Yield

6). Competing airports

4.1.5 Community Visits/ Presentations: – Prepare information to be used in meetings with community leaders detailing results of studies, grants, strategies and support or other information needs as requested by Airport. Travel to Dubuque to present information to community as requested by Airport.

4.1.6 Route Analysis Forecasts of up to three (3) new markets: - Consultant will work with DBQ to develop a credible business case for new flights critical to generating additional air service at DBQ. Consultant will work with DBQ to understand the aggregate airport and community goals and objectives for air service. They will develop a comprehensive and compelling route business case presentation for proposed new services to identified airlines, including preparation of detailed quantitative route forecasts.

4.2 Proposal Requirements – Proposal submission – limit your proposal to no more than 25 pages. This shall include the cover transmittal letter and table of contents. Dual sided printing for the proposal is encouraged. Proposal, one (1) Original and one (1) electronic PDF file on a compact disk (CD) or Universal Serial Bus portable flash memory card (USB) must be submitted in an envelope that is completely sealed, bears the name and complete mailing address of the proposer and be clearly marked “SEALED RFP – Air Service Consultant” due on Monday, April 3, 2017 to:

Attention: Robert A. Grierson AAE
Dubuque Regional Airport
11000 Airport Road
Dubuque, Iowa 52003

4.3 Proposal Content

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

4.3.2 – Firm Qualifications, Experience, Recent Successes and References – The successful firm(s) must have at least five (5) years’ experience in the field of professional air service development consulting. Provide a narrative describing the firm’s qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. Include information regarding your firm’s experience involving the size and level of complexity of the proposed project with particular emphasis on any prior experience with similar sized airports.

4.3.3 – Project Personnel and Staffing – Consultant staff working on the account should have at least five (5) years’ experience in professional air service development consulting. In addition, the Consultant must provide an “Account

Executive” that will be the day to day contact person for the DBQ Airport. Provide a brief description of all key personnel (including vendors, partners or subcontractors, if applicable.) to be involved and their relationship to the services to be provided. Include names, titles, licenses, certificates and fields of expertise. Attach resumes as part of an appendix to the proposal.

4.3.4 – Proposal Cost – Provide pricing and cost information for the project. Include hourly rates for all proposed team members and a total project costs.

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

Section V – METHOD OF EVALUATION

5.0 Agreement Award – Any agreement award(s) made by the DBQ Airport is subject to prior approval by DBQ Airport 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 DBQ Airport with regard to the criteria detailed and the specifications set forth herein.

5.1 Proposal Evaluation Criteria – In general, proposals evaluation will include, but is not limited to, the criteria listed below and the completeness, clarity and content of the proposal.

5.1.1 – Firm Qualifications and Scope of Work (50 points) – This category will be evaluated based on:

- Experience and recent success in professional air service development consulting
- Established relationships with local aviation government and airline officials and other industry contracts.

5.1.2 – Management (25 points) – This category will be evaluated based on:

- Experience of the individual selected a primary manager of the contracted work; rationale for his/her decision
- Plans for managing the project, including subcontractors, and plans for meeting work project reporting requirements
- Quality control plan and methodology to ensure compliance with and achievement of, scope of work/services tasks

5.1.3 – Price (25 points) – The price will be evaluated based on the proposed costs of performing work as provided in the pricing proposal of each proposing firm.

5.2 The DBQ Airport reserves the right to use both primary and secondary Consultants or to otherwise use multiple sources to protect the Airport’s overall interests.

5.3 Financial terms will not be the sole determining factor in the award. To determine the award, the DBQ Airport 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 DBQ Airport.

Section VI – PROPOSED FEES

6.0 Monthly Retainer and Standard Hourly Rate Schedule for Air Service Consultant Services – The Proposer shall submit a monthly retainer proposal and a current Standard Hourly Rate Schedule listing the hourly rate charge for each employee classification. All-Inclusive Monthly Retainer includes:

- True Market Study/Passenger Demand Analysis: Included
- Airline Headquarters Meetings and Presentation: Initial three (3) Included
- Air Service Development Conference Meetings: Initial two (2)/conf. Included
- Community Visits/Presentations: Initial two (2) Included
- Route Analysis Forecasts/Pro Forma: Up to three (3) Included
- Data: Included
- Travel related expenses to be invoiced at cost. In the case of ASD conferences, DBQ Airport will be responsible for a pro-rated share of expenses. Expenses will be shared by all clients represented by Consultant at each conference, based on the number of presentations each client requests.

Section VII – SIGNATURE PAGE

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

We choose NOT to submit a proposal at this time, but would like to be considered in future products.

Submitting Firm: _____

Address: _____

City: _____

Authorized Representative: _____

Authorized Signature: _____

Date: _____ Email: _____

Phone: _____ Fax #: _____

Exceptions/Deviations to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use 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 price of goods.

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

Addenda – It is the Proposers' responsibility to check for issuance of any addenda at the below website:
<http://ia-dubuque2.civicplus.com/bids.aspx>

Payment Method and Quick Pay Discount - Do you provide any discounts for payments?

Section VIII– INSURANCE REQUIREMENTS (Exhibit A)

City of Dubuque Insurance Requirements for Professional Services Schedule C Professional Services

1. _____ shall furnish a signed Certificate of Insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificates shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Dubuque.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Consultants shall require all sub consultants and sub-sub consultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such sub consultants and sub-sub consultants. Consultants agree that it shall be liable for the failure of a sub consultants and sub-sub consultants to obtain and maintain such coverages. The City may request a copy of such certificates from the Consultants.
6. All required endorsements to various policies shall be attached to Certificate of insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If provider's limits of liability are higher than the required minimum limits, then the provider's limits shall be this agreement's required limits.
9. Whenever an ISO form is referenced the current edition of the form must be used.

City of Dubuque Insurance Requirements for Professional Services

Insurance Schedule C (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

a) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.

b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.

c) Include endorsement indicating that coverage is primary and non-contributory.

d) Include endorsement to preserve Governmental Immunity. (Sample attached).

e) Include an endorsement that deletes any fellow employee exclusion.

f) Include additional insured endorsement for: The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY \$1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A Statutory—State of Iowa
Coverage B Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Dubuque. Coverage B limits shall be greater if required by Umbrella Carrier.

City of Dubuque Insurance Requirements for Professional Services

Insurance Schedule C (continued)

- D) UMBRELLA LIABILITY** \$1,000,000
Umbrella liability coverage must be at least following form with the underlying policies included herein.
- E) PROFESSIONAL LIABILITY** \$1,000,000
a) Provide evidence of coverage for 5 years after completion of project.
- F) CYBER LIABILITY** \$1,000,000
Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information. Yes _____ No _____

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now existing and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SECTION IX – GENERAL TERMS AND CONDITIONS

1. The word Airport refers to the Dubuque Regional airport throughout these Instructions and Terms and Conditions. Similarly, Consultant refers to the person or company submitting an offer to sell its goods or services to the Airport.
2. **CONSULTANT 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 Airport upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Airport, or that is deemed irresponsible or unreliable by the Airport. If requested, Consultant 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 Consultant shall submit its Proposal on the forms furnished by the Airport.
4. **SPECIFICATION DEVIATIONS BY THE CONSULTANT** - 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 Consultant 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 Consultant's name should be clearly shown on each document.
5. **COLLUSIVE PROPOSAL** - The Consultant certifies the proposal submitted by said Consultant 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 Consultants. 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 Airport 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 Airport 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 Consultant.
10. **HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless the Airport, 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
11. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on your Signature Page. If quick pay discounts are offered, the Airport 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 Airport reserves the right to reject any or all Proposals and to re-advertise. The Airport 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 Airport.
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 thirty (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 Consultant in writing at least seventy-two (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 Airport.
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 Airport reserves the right to reject any and all proposals or parts thereof. The Airport reserves the right to inspect Consultant's facilities prior to the award of this proposal. The Airport reserves the right to negotiate optional items with the successful Consultant.
21. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the Airport.
22. **CANCELLATION** - Either party may cancel the award in the event a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event such party makes an assignment for the benefit of creditors.
23. **PATENT GUARANTEE** - Consultant shall, with respect to any device or composition of Consultant's design or Consultant's standard manufacture, indemnify and hold harmless the Airport, 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 Consultant is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Airport.
24. **TERMINATION OF AWARD FOR CAUSE - If**, through any cause, the successful Consultant 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 Airport shall thereupon have the right to terminate the award by giving written notice to the successful Consultant of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Airport, all finished or unfinished services, reports or other materials prepared by the successful Consultant shall, at the option of the Airport, become its property, and the successful Consultant shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Consultant shall not be relieved of liability to the Airport for damage sustained by the Airport by virtue of breach of the award by the successful Consultant and the Airport may withhold any payments to the successful Consultant for the purpose of set off until such time as the exact amount of damages due the Airport from the successful Consultant is determined.
25. **TERMINATION OF AWARD FOR CONVENIENCE** - The Airport may terminate the award at any time by giving written notice to the successful Consultant 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 Consultant under the award shall, at the option of the Airport, become its property. If the award is terminated due to the fault of the successful Consultant, termination of award for cause relative to termination shall apply. If the award is terminated by the Airport as provided herein, the successful Consultant will be paid an amount as of the time notice is given by the Airport 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 Consultant covered by the award, less payments of compensation previously made.
- a. **25. 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.
26. **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.
27. **ASSIGNMENT** - Consultant shall not assign this order or any monies to become due hereunder without the prior written consent of the Airport. Any assignment or attempt at assignment made without such consent of the Airport shall be void.
28. **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. City of Dubuque Ordinance is in place.
29. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this proposal and subsequent awards, Airport 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 Airport may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.
30. **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.
31. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
32. **FOB POINT** - in terms of loss or damage, as well as where title to the goods is passed, please quote FOB -Destination.
33. **METHOD OF AWARDED/QUOTING** - The Airport 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 Airport may consider your proposal non-responsive and reject the entire proposal.
34. **TAXES** - The Airport is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Airport is exempt will be deducted from invoices before payment is made.

35. 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 Airport in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the Airport and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Airport and its officers and employees harmless from any claims arising from the release of any document or information made available to the Airport arising from any proposal opportunity

SECTION X – PROPOSAL FORM

TASK	DESCRIPTION	FEE	BILLING
1	Monthly Retainer	\$	
2	Additional Services		Hourly Rate
	Standard Billing Rates		Time and Material
	Principal	\$_____/hour	As Requested
	Senior Vice President	\$_____/hour	
	Vice President	\$_____/hour	
	Managing Directors	\$_____/hour	
	Senior Associates	\$_____/hour	
	Associates	\$_____/hour	
	Analysts	\$_____/hour	
	Office Support	\$_____/hour	
3	Expenses		
	Air + Surface Transportation	Actual Cost	
	Out of Pocket Direct Job Expenses	Actual Cost	
	Lodging + Subsistence	Federal Rate	
	Car Mileage		

EXHIBIT B – PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____, by and between the Dubuque Regional Airport Manager, with offices at 11000 Airport Road, Dubuque, Iowa 52003 (hereinafter called the “Airport”) and _____, a _____ corporation (hereinafter called “Consultant”).

WITNESSETH THAT:

WHEREAS, the Airport desires professional services (hereinafter called “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 Airport;

WHEREAS, the Airport has requested the Services of Consultant to update the Dubuque Regional Airport (DBQ) Passenger Demand Analysis, prepare for and assist air service conferences, assist with the preparations meetings at airline headquarters, and other on demand air service consulting services. (hereinafter called the “Project”);

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

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

1. EMPLOYMENT OF CONSULTANT – The Airport 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. TERMS OF CONTRACT- This Contract shall commence on _____. The original term shall extend and continue for a period of one (1) year from and after the commencement date, subject to cancellation and termination as described herein.
3. OPTION TO RENEW- Airport shall have an option to renew this Agreement with thirty (30) days written notice upon the same terms and provisions herein (except “Scope of Services”, “Compensation”, and “Schedule” as those terms are defined below, may be modified as agreed upon by the parties) for two (2) successive one (1) year renewal terms.
4. SCOPE OF SERVICES- Consultant shall render in a satisfactory and proper manner the Services set forth in Exhibit C, 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 as listed in Exhibit C.
7. PAYMENT – In consideration of the Services to be performed by Consultant as set for in Exhibit C, Consultant shall submit at the end of each four (4) week period invoices on Consultant standard form setting forth labor charges and direct reimbursable expenses incurred during the preceding four (4) week period in the performance of the Services provided hereunder. The

Airport 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 Airport.

8. INSURANCE – Consultant shall maintain insurance in accordance with City of Dubuque Insurance Schedule C which is attached.
9. INDEMNITY AND LIMITATION – Consultant shall indemnify, defend and hold harmless the Airport 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 Airport 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 Airport of the 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 the Agreement, as set forth in Exhibit C. 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 Airport may request Consultant to perform extra services not covered by the Scope of Work as set for in Exhibit C, and Consultant shall perform 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 Airport shall not be liable for payment of any extra services nor shall Consultant be obligated to perform any extra services except upon written agreement.
11. DELAYS- Consultant shall perform its Services with due diligence upon receipt of a written Notice to Proceed from the Airport. The Airport 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 the 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 Airport 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- The Agreement may be terminated by either party hereto upon fourteen (14) 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 Airport for its convenience or because the Project has been permanently abandoned, but only upon thirty (30) 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 Airport, Consultant shall discontinue the Services unless otherwise directed and upon final payment from the Airport deliver to the Airport 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 Airport and shall be made available and/or delivered to the Airport at any time at the Airport's request. A set of each document shall be provided to the Airport 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 Airport at reasonable times.
- 14. SUCCESSORS AND ASSIGNS-Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without prior approval of Airport. This Agreement shall be binding upon an 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. NOTIFICATIONS-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 Airport:	Robert A. Grierson, AAE Dubuque Regional Airport Manager 11000 Airport Road Dubuque, IA 52003
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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 the Consultant's agents, employees or helpers shall be deemed to be the employee, agent, or servant of the Airport. Airport 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 the 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 Airport. 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 Airport. The obligations of the 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 Airport 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. AUDITS/RECORDS- The Airport 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- 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:
- a. 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 (CFR) Part 21, as they may be amended from time to time which are herein incorporated by reference and made a part of this Agreement.
 - b. 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.
 - c. 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 obligation under this Agreement and the Regulations relative to non-discrimination on the grounds of race, gender, color or national origin.
 - d. Information and Reports – Consultant shall provide all information and reports required by 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 Airport 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 Airport or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
 - e. Sanctions for Non-compliance- In the event of Consultant's non-compliance with the non-provisions of this Agreement, the Airport shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to Consultant under the Agreement until Consultant complies; and/or
 - ii. Cancellation, termination or suspension of the Agreement in whole or in part.
 - f. Incorporation of Provisions- Consultant shall include the provisions of paragraphs (a-f) 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 Airport 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 Airport to enter into such litigation to protect interest of Airport and, in addition, Consultant may request the United States to enter into such litigation to protect the interest of the United States.

24. DISADVANTAGED BUSINESS ENTERPRISE POLICY- It is the policy of the United States DOT that Disadvantage 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 DBQ requirements of 49 CFR Part 26 and 49 CFR Part 23 may apply to this Agreement.
25. 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 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:
- a. The period during which the property is being used by the Airport sponsor or any transferee for a purpose for Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or
 - b. The period during which the Airport sponsor any transferee retains ownership or possession of the property.
 - c. In the case of Consultants, this provision binds the Consultants from the bid solicitation period to the completion of the Agreement.
26. GOVERNMENTAL CERTIFICATION REQUIREMENTS- 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:
- a. 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)
 - b. 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
 - c. 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.
 - d. 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 Airport cancellation of the Agreement at no cost to the Government.

- e. 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.
- f. The Consultant shall provide immediate written notice to the Airport 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.
- g. This certification is 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 Airport cancellation of the contract or subcontract for default at no cost to the Government.
- h. 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.
- i. 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 persecution under Title 18, United States Code, Section 1001.
- j. Certification regarding debarment, suspension, ineligibility, and voluntary exclusions 49 CFR Part 29. Consultant certifies, by submission of this proposal 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 Dubuque Regional Airport and Consultant effective from the day and year first written above.

ATTEST:

Date: _____

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Date: _____

DUBUQUE REGIONAL AIRPORT

By: _____

Name: _____

Title: _____

Date: _____

Exhibit C
Scope of Services

- A. True Market Study/Passengers Demand Analysis – Consultant will complete a true market estimate for the most recent year. Using the most advanced data sources including but not limited to Airline Reporting Corporation (ARC) ticket data and the U.S. Department of Transportation (DOT) origin and destination data. Data collected will include but is not limited to, the originating airport, destination and the airline. The output will provide an estimate of the top 50 domestic true markets and the top 15-25 international true markets including passenger retention by destination, diverted origin and destination passengers and the total estimated true market for all destinations. Consultant will complete a Passenger/Demand Analysis/Leakage report. The comprehensive report will provide at a minimum, airport use by community, regional distribution of travel, airline use by airport, average airfares, and assessment of air service gaps and opportunities, and other market specific information for DBQ.
- B. Three (3) Airline Headquarter Meetings and Presentations: - Consultant will prepare necessary data and presentations and accompany DBQ staff to airline headquarters meetings. These meetings may include the following elements, or others not listed, based on Consultant recommendations and specific airline requests:
- 1). Up to date map Airport's catchment area, providing specific demographics of the area including, but not limited to, population growth/decline, unemployment and economic background information.
 - 2). Analyze passenger traffic and revenue and average fare data to/from Airport over the prior ten-year period.
 - 3). Travel with Airport to airline headquarters to present findings as required.
 - 4). Provide follow-up information as desired by airline that is requested as a direct result of information provided by Consultant.
 - 5). Provide other pertinent information not specified above that Consultant and airport deems necessary to complete the objectives determined for each headquarters visit.
- C. Two (2) Air Service Development Conference Meetings: - Air service development conference meetings may include elements of the following tasks, or others not listed, based on Consultants recommendations and specific airline requests:
- 1). Assist in Requesting Meetings: Consultant will work with Airport to develop a list and rank airline meetings requests and will, if directed by Airport, make the requests directly to conference organizer(s). Consultant will also contact directly any airlines for which meetings were requested by Airport, but not requested by airline to encourage airline to schedule meetings within conference meeting times or, at the request of the Airport, work to set up a meeting outside regular conference meeting times.

- 2). Market Study – Consultant will prepare a market overview for Airport, including airport catchment area (with affiliated demographic data), passenger traffic data (including passengers, revenue, fares, yields, carrier shares, segments and growth details), the competitive makeup (of airlines service the Airport and regional airports with their levels of service) and market details (top employers, economic indicators and colleges).
- 3). Analysis of Targeted Airline: Consultant will perform an analysis of existing Targeted Airline service at the Airport using existing DOT data and proprietary estimates of revenue, costs, load factors, fares, profits, etc. and benchmarking of those profit and loss results against all other airports in Targeted Airline spokes.
- 4). Route Analysis: - Consultant will identify all routes of interest including additional flights on existing routes, new flights to existing Targeted Airlines focus cities, new flight to new focus cities and flights to existing Targeted Airlines spokes.
- 5). Representation: - Consultant will work with Airport to prepare a presentation and present with Airport at Conference(s).

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

- 1). Air Fare Monitoring
- 2). Schedule Change Reports
- 3). Fleet and Capacity changes/monitoring
- 4). Load Factor
- 5). Yield
- 6). Competing airports

E. Community Visits/ Presentations: – Prepare information to be used in meetings with community leaders detailing results of studies, grant strategies and support or other information needs as requested by Airport. Travel to Dubuque to present information to community as requested by Airport.

F. Route Analysis Forecasts of up to three (3) new markets: - Consultant will work with DBQ to develop a credible business case for new flights critical to generating additional air service at DBQ. Consultant will work with DBQ to understand the aggregate airport and community goals and objectives for air service. They will develop a comprehensive and compelling route business case presentation for proposed new services to identified airlines, including preparation of detailed quantitative route forecasts.

G. Compensation Schedule

TASK	DESCRIPTION	FEE	BILLING
1	Monthly Retainer	\$	
2	Additional Services		Hourly Rate
	Standard Billing Rates		Time and Material
	Principal	\$_____/hour	As Requested
	Senior Vice President	\$_____/hour	
	Vice President	\$_____/hour	
	Managing Directors	\$_____/hour	
	Senior Associates	\$_____/hour	
	Associates	\$_____/hour	
	Analysts	\$_____/hour	
	Office Support	\$_____/hour	
3	Expenses		
	Air + Surface Transportation	Actual Cost	
	Out of Pocket Direct Job Expenses	Actual Cost	
	Lodging + Subsistence	Federal Rate	
	Car Mileage		