



DATE: February 2, 2017

REQUEST FOR PROPOSAL:

#17-129, 5-Year Strategic Plan for the Iowa City Municipal Airport

NOTICE TO PROPOSERS: Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

ADDRESS PROPOSALS TO: Attention of the City Clerk’s Office, City Hall, 410 E. Washington St., RM 140, Iowa City, IA 52240-1826, on or before the proposal opening local time and date specified below. Proposals shall be sealed and clearly marked on the front “**5-Year Strategic Plan for the Iowa City Municipal Airport RFP #17-129.**”

FAXED and E-Mailed Proposals will not be accepted.

QUESTIONS: All questions and clarifications regarding this Request for Proposal will be accepted until **February 16, 2017, noon (local time)** by e-mailing the following City representative. All questions must be in writing in order to receive a response.

Purchasing Division

Mary Niichel-Hegwood
mary-niichel@iowa-city.org
(319)356-5078

No other City Representative should be contacted regarding this Request for Proposal. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (local time), February 23, 2017. Proposers shall submit six (6) copies of their proposal, including a flash drive containing the proposal.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the proposer. Similarly, the City is not responsible for, and will not open, any proposal responses which are received later than the date and time stated above.

NO CONTACT POLICY: After the date and time established for receipt of proposals by the City, any contact initiated by the proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

BONDS AND INSURANCE: Insurance is required, as specified in Section III-B., No proposal security or performance bond is required.

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SECTION I. PROPOSAL REQUIREMENTS CHECKLIST

The following items must be included on the flash drive and in all six (6) copies of the vendor's submitted proposal in order to be considered complete. The required sections and specific content must be organized in the submitted proposal as they are listed below. **Tabs must be included in each proposal to identify each section. The proposals shall be limited to no more than twenty-five (25) pages, double sided.**

The City reserves the right to reject proposals that are considered incomplete and do not contain the items listed below.

Section 1 - Executive Summary

The Executive Summary must be on the firm's letterhead and must be signed by an agent of the firm authorized to bind the firm to the contract offer. The letter shall include the name, address, phone number and email address of the person(s) who will: a) serve as the Project Manager for the project; b) serve as the Principal Contact with the Iowa City Airport Commission; and c) make presentations on behalf of the firm. The same information will be required for any sub-consultants working with the primary consultant.

Section 2 – Experience with Similar Projects

Clearly indicate the specific experience of the individual/firm relative to projects of similar scale and type as this project. Include **detailed** descriptions of projects with respect to client, location, common issues and services provided.

Section 3 - Respondent's Expertise and Subcontractor's Expertise

Provide a complete list of key personnel who will work on the project, and all sub-consultants working on the project, along with their professional experience and their role/responsibility.

Section 4 - Proposed Project Work Plan

This should include a project plan and time schedule describing the general work tasks and personnel assigned to the project. It shall include estimated task/phrase completion dates and key meeting/presentation dates.

Section 5 – Performance of Services

Provide a response that defines the methods and means by which the firm will perform the services outlined in the RFP. In addition, explain your process for ensuring the public involvement goal is met (i.e. types of meetings, number of meetings, number of interviews, etc).

Section 6 - References

Provide names, addresses, phone numbers and email addresses of three (3) client references for projects of similar size. Each listed reference should include a brief description and scope of services that were provided. **Note: This section is in addition to the requirements for Section 2 of the submittal.**

Section 7 – Project Costs

A comprehensive and detailed listing all costs, fees, and reimbursable fees to be incurred as a part of your company's work. All costs for this project must be included in the submitted proposal. Exclusion of any costs for this project will be the responsibility of your company.

Section 8 – Company Information Form

A completed and signed Company Information Form (see Section V. of RFP)

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL

A. PROJECT DESCRIPTION:

The Iowa City Airport Commission is soliciting proposals from firms to provide a 5-year strategic plan as a tool to aid the Commission and Staff in operating the Iowa City Municipal Airport per the terms, conditions, and specifications of this Request for Proposal.

The 5-year strategic plan will incorporate elements of the Airport Master Plan, Goals and Objectives of the Iowa City Airport Commission and elements of feedback received by the public. The Strategic Plan will provide goals and objectives for the 1-5 year period.

The previous strategic plan is available on the Iowa City Airport webpage <https://www.icgov.org/city-government/departments-and-divisions/airport/airport-information-services-and-documents>

B. PROJECT PURPOSE:

This process is to include an analysis of current and forecasted needs and implementation strategies. The selected consultant will be responsible for the following tasks:

1) **Listening & Input:**

Conduct Airport Commission Input Sessions to develop an understanding of the key challenges, opportunities and constraints facing the Airport. It is anticipated that input sessions will occur during the first hour of regularly scheduled Airport Commission meetings. The Airport Commission meetings normally occur on the Third Thursday of each month.

2) **Public Input:**

Coordinate and lead a public input process to include tenants, operators, and other airport users.

3) **Draft Strategic Planning & Design:**

Based on information collected from the listening sessions, develop the Draft Strategic Plan to include:

- Review and development of SWOT analysis.
- Review/revise Vision Statement, Mission Statement, priorities, goals and outcome measures.
- Identify the role and goals for the Airport's future with respect to major initiatives and opportunities.
- Identify major project goals and objectives for the development of the Airport.
- Development of tools to evaluate progress toward achieving the project goals.
- Identify and prioritize opportunities to improve airport management efficiencies.
- Identify and prioritize staff development opportunities and workplace improvements.

4) **Review and Validation of Draft Strategic Plan:**

Obtain input and comment from the Iowa City Airport Commission and management staff to ensure appropriate reflection of all interests associated with the successful implementation of the Plan.

5) **Document Finalization:**

- Finalize Mission and Vision Statements; Strategic Goals and Objectives.
- Prepare a Strategic Plan Summary document suitable for electronic and physical distribution.

C. **SCHEDULE:**

The following schedule identifies milestone dates for the project. The Iowa City Airport Commission reserves the right to adjust the schedule when necessary.

- 1) Issue RFP – February 2, 2017
- 2) RFP Questions Due – February 16, 2017, noon (local time)
- 3) Proposals Due – February 23, 2017, 2:30 p.m. (local time)
- 4) Evaluation Process – March 2017
- 5) Project Award – March - April 2017
- 6) Draft Strategic Plan & Design – To be determined
- 7) Review and Validation of Draft Strategic Plan by the Iowa City Airport Commission – To be determined
- 8) Formal Presentation and Final Document Submitted to the Iowa City Airport Commission - To be determined

D. **PROPOSAL REQUIREMENTS:**

- 1) If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer must e-mail the Purchasing Agent mary-niichel@iowa-city.org no later than **noon (local time), February 16, 2017**. All questions must be in writing in order to receive a response.
- 2) The proposer is responsible for all costs related to the preparation of the submitted proposal, any costs associated with the preparation of additional material, and any required visits during the pre-award process.
- 3) The format of the company's proposal must be consistent with the specifications listed on the ***Proposal Submittal Checklist – Section I***. Each copy must be organized as stated on the checklist and contain all of the required information in order for the Iowa City Airport Commission to fully evaluate the submitted proposal.
- 4) Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal by a company concludes the company's acceptance of the terms and conditions herein, unless otherwise stated.
- 5) At the time of the submission, it will be assumed that each proposer has read and is thoroughly familiar with the contract documents and the requirements of the contract. The failure or omission of a proposer to examine any document shall in no way relieve the proposer from any obligation in respect to its proposal.
- 6) No proposal security will be required. Insurance will be required before commencement of work, see Section II., H. Contract Award, #9 and Section III - B.
- 7) Any costs associated with this project not specifically set forth in the company's submitted proposal (Section 7 – Project Costs) will be the sole responsibility of the proposer. Price/Cost

adjustments presented after the contract has been awarded will not be accepted by the Iowa City Airport Commission.

- 8) Responses may be rejected if the proposer fails to perform any of the following:
 - a) To adhere to one or more of the provisions established in this Request for Proposal
 - b) To demonstrate competence, experience, and ability to provide the commodities and services described in this Request for Proposal
 - c) To respond to a written request for clarification or additional information, and complete all required forms
- 9) Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated Awardee is fully qualified to receive the award.

E. INTERVIEW:

During the initial evaluation process, the Iowa City Airport Commission will request an oral interview with those proposers that appear to meet the requirements for this contract. Proposers selected to participate in an interview with the Iowa City Airport Commission will have the opportunity to discuss their qualifications, experience, services that they will provide for this contract, as well as any proposed fee schedule. The request for an interview shall be at no cost to the Iowa City Airport Commission.

F. REFERENCE CHECKS AND PROPOSAL CLARIFICATION:

The Iowa City Airport Commission reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, and to discuss the proposer's qualifications. The Iowa City Airport Commission reserves the right to obtain and consider information from other sources concerning a proposer such as the proposer's capability and performance under other contracts.

G. CONTRACT NEGOTIATIONS:

The Iowa City Airport Commission reserves the right to negotiate specifications and terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Request for Proposal. The Iowa City Airport Commission may require the Request for Proposal and the proposer's entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the Iowa City Airport Commission as contractually binding on the successful proposer.

H. CONTRACT AWARD:

- 1) All submitted proposals must be complete to be considered for award. The items listed on page two (2), Proposal Requirements Checklist, must be completed and included in the submitted proposal.
- 2) The Iowa City Airport Commission reserves the right to qualify, accept, or reject any or all proposals as deemed to be in the best interest of the Iowa City Airport Commission. The Iowa City Airport Commission reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the Iowa City Airport Commission. The Iowa City Airport Commission reserves the right to accept or reject any exception taken by the proposer to the terms and conditions of the Request for Proposal.

- 3) The Iowa City Airport Commission reserves the right to negotiate with more than one potential proposer after the submission of all proposals. The Iowa City Airport Commission reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.
- 4) It is the Iowa City Airport Commission’s intent to make an award within one hundred twenty (120) working days of the proposal due date.
- 5) Award, if made, will be in accordance with the terms and conditions herein.
- 6) Award, if made, shall be in the form of a Contract Purchase Order and a signed contract (see Section VI of this Request for Proposal).
- 7) Consideration may be given to, but not limited to, company history, experience, qualifications, the project team, adherence to specifications, references, pricing, and past experience of the City with the proposer.
- 8) The awarded vendor will be given the City’s contract compliance document to complete and return before the issuance of a Contract Purchase Order.
- 9) The awarded vendor will be required to submit a current certificate of insurance prior to commencement of work.

The certificate of insurance shall include the following items:

- The Iowa City Airport Commission will be named as additional insured
- Project proposal number and project title as the description
- Insurance carrier will be rated as A or better by A.M. Best

I. EVALUATION PROCESS:

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the Iowa City Airport Commission. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the Iowa City Airport Commission’s requirements. The following table lists the maximum points associated with each category.

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the Iowa City Airport Commission’s requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal.

“Vendor submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”

<u>PHASE ONE - EVALUATION CRITERIA</u>	<u>ASSIGNED POINTS</u>
Experience	40
<ul style="list-style-type: none"> • Company History • Qualifications/Personnel • Success of Similar Projects 	
Proposed Work Plan and Schedule/Performance of Services	30
Project Costs	<u>30</u>

Total Points Phase One	100
<u>PHASE TWO - EVALUATION CRITERIA</u>	<u>ASSIGNED POINTS</u>
Interview/Presentation	30
References	
• Proven Success of Contracts with Other Clients	<u>20</u>
Total Points for Phase Two	<u>50</u>
Total Points for Phase One and Phase Two	150

SECTION III. - CITY OF IOWA CITY PURCHASING DIVISION
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

The general rules and conditions which follow apply to all proposals issued by the Iowa City Airport Commission unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.

REQUEST FOR PROPOSAL (RFP): is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this REQUEST FOR PROPOSAL is **NOT** a bid and is not governed by state or federal bidding requirements.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the Iowa City Airport Commission and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the Proposer and the Iowa City Airport Commission.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

A. CONDITIONS FOR PROPOSING

1. **NO CONTACT POLICY.** After the date and time established for receipt of proposals by the Iowa City Airport Commission, any contact initiated by the Proposer or by the Iowa City Airport Commission representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.
2. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office
City of Iowa City
410 E. Washington St., RM 140
Iowa City, Iowa 52240-1826

4. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The Iowa City Airport Commission shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and

date specified on the Request for Proposal will not be opened and will not be considered for award. A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the Iowa City Airport Commission prior to the specified proposal date.

5. RECEIPT OF PROPOSALS. Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the Proposer with whom the Iowa City Airport Commission is negotiating or the contents of the proposal.
6. PROPOSALS BINDING 120 DAYS. Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the Iowa City Airport Commission's request, agrees in writing to an extension.
7. TRADE SECRETS OR PROPRIETY INFORMATION. Responses to this Request for Proposal become the exclusive property of the Iowa City Airport Commission. All documents submitted in response to this Request for Proposal may be regarded as public records and may be subject to disclosure. Protection from disclosure may apply to those elements in each submittal which are marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY". During the course of the submittal evaluation process or the course of the project, Iowa City Airport Commission will accept materials clearly and prominently labeled "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by the respondent or other submitting party. The City of Iowa City will not advise as to the nature of the content of the documents entitled to protection to disclosure, or as to the definition of trade secret, confidential, or proprietary information. The respondent or other submitting party will be solely responsible for all such determinations made by it, and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" as it determines to be appropriate. Respondents which indiscriminately so identify all or most of their submittal as protected from disclosure without justification may be deemed non-responsive.
The Iowa City Airport Commission will endeavor to advise the Respondent of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the proposer or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If a party other than the proposer submitted the requested material, the proposer shall be solely responsible for notifying the submitting party of the request. The Iowa City Airport Commission's sole responsibility is to notify the proposer of the request for disclosure, and the Iowa City Airport Commission shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the Iowa City Airport Commission or their officers, employees, consultants, or subconsultants.
8. MULTIPLE PROPOSALS. Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. COMPETENCY OF PROPOSER. No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the Iowa City Airport Commission upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the Iowa City Airport Commission may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary

facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the Iowa City Airport Commission.

10. COLLUSIVE PROPOSING. The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. OFFICERS NOT TO BENEFIT. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. EQUAL EMPLOYMENT OPPORTUNITY. All Proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.
13. WAGE THEFT. All City contractors with contracts of \$25,000 or more must abide by the requirements of the City's Wage Theft Policy. Pursuant to the Wage Theft Policy, the City will not enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

B. BONDS AND INSURANCE

1. INSURANCE REQUIREMENTS. When required, the successful Proposer shall provide insurance as follows:
 - a. Certificate of Insurance; Cancellation or Modification
 1. Before commencing work, the Contractor shall submit to the Iowa City Airport Commission for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
 2. The Contractor shall notify the Iowa City Airport Commission in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.

3. Cancellation or modification of said policy or policies shall be considered just cause for the Iowa City Airport Commission to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the Iowa City Airport Commission.

b. Minimum Coverage

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements

Informal Project Specs: Class I (under \$1M)

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

The Iowa City Airport Commission requires that the Contractor's Insurance carrier be "A" rated or better by A.M. Best.

C. SPECIFICATIONS

1. FORMAL SPECIFICATIONS. The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the Proposer strictly accountable to the Iowa City Airport Commission and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. PROPOSED ALTERNATE. When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by the Iowa City Airport Commission unless the Proposer specifically proposes an alternate. In bidding on a proposed alternate, the Proposer shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website: <https://icgov.org/purchasing-bids>

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Any addenda shall be issued by the Iowa City Airport Commission within a reasonable time prior to the proposal date. It is the Proposer's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

D. SELECTION OF FIRM

1. **REJECTION OF PROPOSALS.** The Iowa City Airport Commission reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The Iowa City Airport Commission also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION.** The Iowa City Airport Commission desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the Iowa City Airport Commission that is fair and reasonable. The Iowa City Airport Commission may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the Iowa City Airport Commission will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
 - The quality, availability, adaptability and life cycle costing of the commodities and/or service.
 - Guarantees and warranties.
 - Ability, capacity and skill to provide the commodities and/or service required within the specified time.
 - Ability to provide future maintenance and service.
 - Character, integrity, reputation, experience and efficiency.
 - Quality of performance of previous and/or existing contracts.
 - Previous and existing compliance with laws and ordinances relating to contracts with the Iowa City Airport Commission and to the Proposer's employment practices.
 - Whether the Proposer is in arrears to the Iowa City Airport Commission, in debt on a contract or is a defaulter on surety to the Iowa City Airport Commission.

- If reasonable doubts arise as to Proposer's solvency, the Iowa City Airport Commission reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
- Such other relevant information as may be secured by the Iowa City Airport Commission.
- Cost estimate; the Iowa City Airport Commission is not required to accept the proposal with the lowest cost estimate.

Once the Iowa City Airport Commission has reached an agreement with the Proposer, a contract purchase order will be issued to the awardee. The purchase order will define the conditions of the contract between the Iowa City Airport Commission and the contractor selected to receive the award.

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.
4. PRICING REQUIREMENTS. All pricing submitted by the Proposer shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).
5. PRESENTATIONS. When required and based on an evaluation of proposals submitted, the Iowa City Airport Commission may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the Iowa City Airport Commission.
6. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to the Iowa City Airport Commission. Changes in proposals shall be initialed and dated.

E. GENERAL CONTRACT PROVISIONS

1. CONTRACT AWARD. Upon Iowa City Airport Commission's selection and satisfactory negotiation between Iowa City Airport Commission and Proposer on the work to be performed, a written award in the form of a Contract Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the Iowa City Airport Commission; or if the Proposer's contract document is used, the Iowa City Airport Commission reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the Iowa City Airport Commission.
2. INSURANCE. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. AVAILABILITY OF FUNDS. A contract shall be deemed valid only to the extent of appropriations available to each project. The Iowa City Airport Commission's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.

4. CHANGE IN LAWS: In the event of a change in law that frustrates the goals of the Iowa City Airport Commission relative to this contract, the Iowa City Airport Commission will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the Iowa City Airport Commission.
5. CONTRACT ALTERATIONS. The Iowa City Airport Commission reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the Iowa City Airport Commission and the Proposer. The Proposer shall not commence any additional work or change the scope of the Service until authorized in writing by the Iowa City Airport Commission. Proposer shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Proposer and the Iowa City Airport Commission. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
6. SUBLETTING OF CONTRACT. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Iowa City Airport Commission, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
7. CONTRACT PERIOD. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
 - a. Extended upon written authorization of the Iowa City Airport Commission and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the Iowa City Airport Commission.
 - b. Terminated due to default, as described below.
8. DEFAULT. The contract may be cancelled or annulled by the Iowa City Airport Commission in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The Iowa City Airport Commission reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, Iowa City Airport Commission reserves the right, but is not obligated to, extend the cure period or Iowa City Airport Commission may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the Iowa City Airport Commission for cost to the Iowa City Airport Commission in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

If the Contract is terminated, an award may then be made to the next qualified Proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.
9. DELIVERY FAILURES. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the Iowa City Airport Commission, or failure to

replace rejected commodities and/or service when so directed by the Iowa City Airport Commission shall constitute delivery failure. When such failure occurs the Iowa City Airport Commission reserves the right to cancel or adjust the contract, whichever is in the best interest of the Iowa City Airport Commission. In either event, the Iowa City Airport Commission may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the Iowa City Airport Commission, within a reasonable time specified by the Iowa City Airport Commission, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The Iowa City Airport Commission reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the Iowa City Airport Commission. Acceptance will be at the sole discretion of the Iowa City Airport Commission.

10. FORCE MAJEURE. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the Iowa City Airport Commission's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Iowa City Airport Commission may at its discretion cancel the contract.
11. INDEMNITY. The Proposer shall indemnify, defend and hold harmless the Iowa City Airport Commission and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

- a. Save the Iowa City Airport Commission, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
 - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.
12. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national

origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

13. CHOICE OF LAW AND FORUM. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this proposal, including but not limited to any resulting Contract, without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this proposal or any resulting Contract shall be brought and maintained solely in Johnson County District Court for the State of Iowa, Iowa City, Iowa, or in the United States District Court for the Southern District of Iowa, Davenport Division, Davenport, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability in State or Federal court, which may be available to the Iowa City Airport Commission.

SECTION IV. CITY OF IOWA CITY WAGE THEFT POLICY

It is the policy of the City of Iowa City, as expressed by City Council Resolution No. 15-364 adopted on November 10, 2015, not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. (hereinafter “Wage Theft Policy”)

I. **Application.** The Wage Theft Policy applies to the following:

- a. Contracts in excess of \$25,000 for goods, services or public improvements.
- b. Contracts for discretionary economic development assistance. “Discretionary” economic development assistance shall mean any economic development assistance provided by the City of Iowa City that is not required by law.

II. **Exceptions.** The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City’s purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

III. **Affidavit.** **The contracting entity must complete the attached affidavit showing compliance with the Wage Theft Policy and provide it to the Contracting Department prior to the execution of the contract.**

Contract provision: Any contract to which this policy is applicable will include the following contract provision: If the City becomes aware that a person or entity (including an owner of more than 25% of the entity) has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, within the five (5) year period prior to the award or at any time after the award, such violation shall constitute a default under the contract.

IV. **Waivers.** If a person or entity is ineligible to contract with the City as a result of the Wage Theft Policy it may submit a request in writing indicating that one or more of the following actions have been taken:

- a. There has been a bona fide change in ownership or control of the ineligible person or entity;
- b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation(s);
- c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or
- d. Other factors that the person or entity believes are relevant.

The City Manager or Designee shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation if warranted and determine whether a reduction in the ineligibility period or waiver is warranted. Should the City Manager or Designee determine that a reduction or waiver of the ineligibility period is warranted the City Manager or Designee shall make such recommendation to the City Council. The City Council will make a final decision as to whether to grant a reduction or waiver.

SECTION V. COMPANY INFORMATION FORM

This form must be included with the vendor's submitted proposal.

Exceptions, Deviations or other Agreements

Exceptions/Deviations to this Request for Proposal shall be taken below. Exceptions may not be added to any submittals after the due date. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. **If your company has no exceptions/deviations, please write "No Exceptions" in the space provided. If you state no exceptions, you may not add your company's terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date.**

Prohibited Interest

Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5

Your firm shall identify any relationship that has existed, or presently exists with the City of Iowa City and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. **If no relationship has existed or does not presently exist, the company must make this statement in the space provided below (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).**

Liens, Unsatisfied Judgments, Disciplinary Actions

List any and all disciplinary actions, administrative proceedings, malpractice claims or other like proceedings against your company or any of its personnel relating to your firm's services that are current, pending, or occurring in the last five (5) years. If your company has no liens, unsatisfied judgments, or disciplinary actions that have occurred you must state this also.

City of Iowa City Wage Theft Policy

Your company must carefully review the policy included in Section IV. of this Request for Proposal. Any objection that your company has regarding this policy must be stated in the space provided below. If your company is in agreement with this policy and is able to uphold the policy, provide a statement in the space provided below.

Voluntary Demographic Information

- *“Women owned business”* means a business that is fifty-one percent or more owned, operated, and actively managed by one or more women.
- *“Minority-owned business”* means a business that is fifty-one percent or more owned, operated, and actively managed by one or more minority persons. "Minority" persons are persons who are Asian, Black, Hispanic and Native American.
- *“Service-disabled veteran-owned business”* means a business that is fifty-one percent or more owned, operated, and actively managed by one or more service-disabled veterans, as defined in 15 U.S.C. §632.
- None of the Above

Designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name: _____

Phone Number: _____

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to perform the work as described in the proposal documents and to do all work at the fees stated in the submitted proposal.

The undersigned proposer certifies that this proposal is made in good faith and without collusion and connection with any person or persons bidding on the project.

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor’s proposal and the RFP prepared by the Iowa City Airport Commission, the Iowa City Airport Commission’s document shall prevail.

Name of Firm: _____

Name and Title of Representative: _____

Authorized Signature: _____

Address: _____

Date: _____

Phone: _____

Fax: _____

E-Mail Address: _____

Web Site: _____

SECTION VI. CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the Iowa City Airport Commission, hereinafter referred to as the CITY and _____ of _____, hereinafter referred to as the CONSULTANT.

WHEREAS, the CONSULTANT will provide a 5-year strategic plan as a tool to aid the Iowa City Airport Commission and Staff in operating the Iowa City Municipal Airport.

I. CONTRACT REQUIREMENTS

CONSULTANT agrees to perform the following services for the CITY, and to do so in a timely and satisfactory manner.

A. SCOPE OF WORK:

The scope of work will include a 5-year strategic plan that will incorporate elements of the Airport Master Plan, Goals and Objectives of the Iowa City Airport Commission, and elements of feedback received by the public. The Strategic Plan will provide goals and objectives for the 1-5 year period.

This process is to include an analysis of current and forecasted needs and implementation strategies. The Consultant will be responsible for the following tasks:

1) **Listening & Input:**

Conduct Airport Commission Input Sessions to develop an understanding of the key challenges, opportunities, and constraints facing the Airport. It is anticipated that input sessions will occur during the first hour of regularly scheduled Airport Commission meetings. The Airport Commission meetings normally occur on the Third Thursday of each month.

2) **Public Input:**

Coordinate and lead a public input process to include tenants, operators, and other airport users.

3) **Draft Strategic Planning & Design:**

Based on information collected from the listening sessions, develop the Draft Strategic Plan to include:

- Review and development of SWOT analysis.
- Review/revise Vision Statement, Mission Statement, priorities, goals and outcome measures.
- Identify the role and goals for the Airport's future with respect to major initiatives and opportunities.
- Identify major project goals and objectives for the development of the Airport.
- Development of tools to evaluate progress toward achieving the project goals.
- Identify and prioritize opportunities to improve airport management efficiencies.
- Identify and prioritize staff development opportunities and workplace improvements.

- 4) **Review and Validation of Draft Strategic Plan:**
Obtain input and comment from the Iowa City Airport Commission and management staff to ensure appropriate reflection of all interests associated with the successful implementation of the Plan.
- 5) **Document Finalization and Formal Presentation to the Iowa City Airport Commission:**
 - Finalize Mission and Vision Statements; Strategic Goals and Objectives.
 - Prepare a Strategic Plan Summary document suitable for electronic and physical distribution.

II. TIME OF COMPLETION

The following is an anticipated schedule for consultant selection and the contract period. The Iowa City Airport Commission reserves the right to modify this schedule. The consultant, as part of their proposal, shall include a proposed project work plan that includes a detailed schedule for completing the tasks outlined in the Request for Proposal.

Issue RFP – February 2, 2017

RFP Questions Due – February 16, 2017, noon (local time)

Proposals Due – February 23, 2017, 2:30 p.m. (local time)

Evaluation Process – March 2017

Project Award – March - April 2017

Draft Strategic Plan & Design – To be determined

Review and Validation of Draft Strategic Plan by the Iowa City Airport Commission – To be determined

Formal Presentation and Final Document Submitted to the Iowa City Airport Commission -
To be determined

III. GENERAL TERMS

- A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.
 1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
 2. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
- B. Should the Iowa City Airport Commission terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. However, such sums shall not be greater than the "lump sum" amount of \$XXXXXX. The Iowa City Airport Commission may terminate this Agreement upon seven (7) calendar days' written notice to the Consultant.

- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be made without the written consent of all Parties to said Agreement.
- D. It is understood and agreed that the retention of the Consultant by the Iowa City Airport Commission for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.
- E. It is agreed by the CITY that all records and files pertaining to information needed by the Consultant for the project shall be available by said Iowa City Airport Commission upon reasonable request to the Consultant. The Iowa City Airport Commission agrees to furnish all reasonable assistance in the use of these records and files.
- F. It is further agreed that no Party to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Iowa City, Iowa.
- G. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the Iowa City Airport Commission, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultant shall not be liable for the Iowa City Airport Commission's use of such documents on other projects.
- H. The Iowa City Airport Commission agrees to tender the Consultant all fees in a timely manner, excepting, however, that failure of the Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for the Iowa City Airport Commission to withhold payment of the amount sufficient to properly complete the Project in accordance with this Agreement.
- I. Should any section of this Agreement be found invalid, it is agreed that the remaining portion shall be deemed severable from the invalid portion and continue in full force and effect.
- J. Original contract drawings and reports shall become the property of the Iowa City Airport Commission. The Consultant shall be allowed to keep mylar reproducible copies for the Consultant's own filing use.
- K. Fees paid for securing approval of authorities having jurisdiction over the Project will be paid by the Iowa City Airport Commission.
- L. Upon signing this agreement, Consultant acknowledged that Section 362.5 of the Iowa Code prohibits a CITY officer or employee from having an interest in a contract with the CITY, and certifies that no employee or officer of the CITY, which includes members of the City Council and CITY boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5.
- M. The Consultant shall indemnify, defend and hold harmless the Iowa City Airport Commission and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting

from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging Proposer's negligence, gross negligence, or knowing or willful misconduct, or any, license, patent, or copyright infringement claim rising out of or resulting from the Proposer's operations under this contract.

The Consultant is not, and shall not be deemed to be, an agent or employee of the Iowa City Airport Commission.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

a. Save the Iowa City Airport Commission, the City of Iowa City, as well as the officers, agents, and employees of both, harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, furnished or used in the performance of the contract.

b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

IV. MISCELLANEOUS

A. It is further agreed that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, that it is the entire Agreement, and that no other monies or considerations have been solicited.

B. The following documents are hereby incorporated into this Agreement by this reference, in order of precedence: Request for Proposal #17-129, 5-Year Strategic Plan for the Iowa City Municipal Airport, the CONSULTANT'S Proposal, and any subsequent written language agreed upon by the parties.

FOR THE CITY

By: _____

Title: _____

Date: _____

ATTEST: _____

FOR THE CONSULTANT

By: _____

Title: _____

Date: _____

Approved by:

City Attorney's Office

Date