



QUAD CITY INTERNATIONAL AIRPORT

REQUEST FOR QUALIFICATIONS

AIR SERVICE DEVELOPMENT CONSULTING SERVICES

I. Invitation

The Metropolitan Airport Authority of Rock Island County (Authority) is requesting Statements of Qualifications from experienced firms providing air service development consulting services. The successful proposer will support the efforts of the Authority to maintain and expand air service at Quad City International Airport (MLI) for a three-year term, with an additional two-year option at the discretion of the Authority. The consultation deliverables and budget will be negotiated annually.

Due to the competitive nature of air service development, the successful proposer and its sub-consultants shall be prohibited from providing any directly related services to any airport located within 200 miles of MLI during the term of the agreement.

In order to be considered for this work, a written Statement of Qualifications (contents specifically outlined below) must be received no later than 5:00 p.m. CST on Monday, August 26, 2019. Proposers must provide on CD or thumb drive, volume containing one or more PDF files as required to fulfill the information request in this RFQ. The response may be delivered in person or by postal carrier to:

Benjamin Leischner
Executive Director
Metropolitan Airport Authority
2200 69th Ave, PO Box 9009
Moline, IL 61265

Alternatively, Proposers may provide an electronic submittal by email at BLeischner@QCAirport.com no later than the appointed date and time.

Questions regarding the requirements of this RFQ may be posed by email to Chere Steiner, Executive Assistant, at CSteiner@QCAirport.com, no later than 5:00 p.m. CST on Monday, August 12, 2019. The Authority will provide all answers to questions to any potential Proposer who notifies it of their interest in receiving the information. The Authority reserves the right to issue addenda to this RFQ if it is in the best interest of the Authority and such addenda will be provided to any potential Proposer who has indicated an interest in this RFQ. The addenda will also be posted on the Airport's website at www.QCAirport.com.

Following a review of all proposals received, the most competitive firms submitting proposals will be invited for an oral interview. It is the Authority's desire to select a consultant and execute a contract by October 15, 2019.

II. Quad City International Airport

Quad City International Airport (MLI) is owned and operated by the Metropolitan Airport Authority of Rock Island County, and has supported the air transportation needs of the region for nearly 75 years. The airport is located in Moline, IL with convenient highway access from major interstates such as I-74, I-80, and I-280. The Airport is an integral part of the local and regional economy generating millions of dollars of economic output. The airport serves the greater Quad Cities of Bettendorf and Davenport, Iowa, East Moline, Moline, and Rock Island, Illinois. Passengers are primarily from eastern Iowa and western Illinois.

The Federal Aviation Administration (FAA) classifies MLI as a small, non-hub airport. In Calendar Year (CY) 2018, the Airport served 706,777 passengers on four commercial air carriers. The Airport has recently ranked #17 and #20 for smaller Midwest Markets based on passenger growth, according to data reporting. MLI is the 136th busiest commercial service airport in the United States and the third busiest airport in Illinois.

The Airport's passenger terminal concourses, screening areas and baggage claim were expanded in 2000-2001. There are two concourses with a total of 10 boarding gates, each equipped with passenger boarding bridges. The Airport is served by multiple concessionaires including 2 gift shops, a full-service restaurant, café and coffee bar. TSA screening has an average wait time of less than 15 minutes throughout the year and offers TSA pre-check. Amenities throughout the facility include two restaurants and gift shops, restrooms, computer workstations, re-charging areas, massage chairs and free Wi-Fi. The airport operates a nominal fee-based business center offering private work space, coffee, tea and light snacks. The airport strives to make travel an easier experience, and offers excellent customer care amenities such as curbside-to-gate assistance, electric golf cart and skycap services.

Four passenger airlines, Delta, United, American, and Allegiant, serve MLI and offer 48 peak-season, daily nonstop flights to and from eleven different markets including: Atlanta, Chicago O'Hare, Dallas, Denver, Detroit, Minneapolis/St. Paul, Las Vegas, Orlando- Sanford, Phoenix-Mesa, Punta Gorda-Ft. Myers and St. Petersburg/Clearwater. *Allegiant flights not daily, and vary seasonally.

MLI's primary market is the Davenport–Moline–Rock Island Metropolitan Statistical Area (MSA), which consists of four counties: Scott County in Iowa and Henry, Mercer, and Rock Island counties in Illinois. Based on a 2016 American Community Survey, the estimated Quad City Metro population within 30 miles was *440,833. In 2017, the Combined Statistical Area (CSA) population estimate was 472,153 which makes the Quad Cities 93rd in the ranking of CSAs.

III. Scope of Services

The consultant will support Authority staff in developing and executing an effective

commercial service development program to maintain and increase available commercial passenger air service, including:

- Obtain and analyze economic, demographic and transportation industry data in order to support air service marketing efforts. Propose primary research options where secondary data may not exist.
- Evaluate the strength of demand for specific commercial service routes on an ongoing basis and recommend strategic action plans to present a compelling rationale for carriers to capitalize on these opportunities, in competition with other air facilities seeking new air service.
- Complete carrier and market analyses of current and anticipated air carrier capacity and market priorities which could result in favorable or detrimental conditions for air service at MLI. Analyses will include focus on rapidly changing industry conditions such as mergers, acquisitions, significant shifts in market share, carrier operational costs/profit margins, carrier competition, changes, constraints or surpluses in aircraft fleets and other conditions, as appropriate.
- Provide analysis and report (catchment area study) of the Quad Cities area (western Illinois and eastern Iowa) market and catchment area, using detailed demographics and historical passenger data to identify target markets with the greatest potential to generate new passenger demand, from a geographic, demographic and behavioral perspective
- Support Airport efforts to develop a strategic marketing plan to influence and stimulate increased *outbound* travel demand from the Quad Cities. These efforts will complement the work performed by Visit Quad Cities and the Quad Cities Chamber generating *inbound* travel.
- Provide analyses and reports in easy-to-use formats for Airport staff use in its regular air service development and marketing work.
- Assist Airport staff to schedule and facilitate meetings with appropriate decision-makers with commercial air carriers to present MLI's facts and supporting rationale for new and/or increased air service to/from the Airport.
- Develop detailed, compelling written proposals and presentations for air carriers to be provided and/or presented in one-on-one meetings with air carriers.
- Support the Airport staff efforts to provide information to the community and other stakeholder groups with regard to air service industry trends and the outlook for commercial air service at MLI.
- Preparing additional market analyses and conducting research, as needed, related to airport business and operational issues.

IV. Qualification Submittal Requirements

Proposers shall provide the information listed under each category below:

1. Qualifications and Experience of the Project Manager and Key Team Members
(10 page limit)

Each proposer must identify and provide the following information about its Project Manager and other key team members:

- Sufficient documentation, including a Project Manager resume, to demonstrate a

minimum of five years' effectiveness developing and executing air service development programs

- Provide references from at least two airports served by the Project Manager in in the past seven years. Please provide both email and telephone contact information, along with the name, title and type of client relationship. At least one of the Project Manager's client airports must be categorized as a "medium hub" or larger airport by the Federal Aviation Administration. Proposers are not permitted to replace the Project Manager during the selection process.
- Documentation, including resumes, that demonstrates the experience of key team members who are expected to support the program. Include an organizational chart which illustrates the responsibilities and reporting relationships among the Project Manager and team members who will work together to provide the scope of services described in the RFQ.

2. Example of an Airline Presentation (24 page limit)

Each proposal must include ONE domestic passenger airline presentation prepared by the Project Manager for an airport client within the last five years. Airline/airport names and any other identifiers may be redacted. The Airport respects the confidentiality of the Proposers' client airports. The presentation must be accompanied by an executive summary that includes the following points:

- A statement of the market conditions, stated objectives and how a strategic plan to pursue these objectives was developed and executed
- Types of research and other analyses used in preparation of the presentation
- The specific role of the Project Manager in the development and execution of the strategic plan and presentations, including role in interactions with decision- makers at targeted commercial air carriers
- The outcome of the strategy toward achieving its objectives

3. Airport/Airline Client List

Each proposer must include a list of domestic airport, airline, and/or aviation-related clients with which the proposer, the Project Manager, and/or the key team members are **currently** under contract or have been under contract with during the last three (3) years. This list must include the following information:

- Name of Client
- Contact name, telephone number, and email address
- Name of Project Manager and/or key team members
- Role of Project Manager and key team members
- Brief project description (100 word maximum)
- Actual or anticipated contract start and end dates

4. Approach to Scope of Services

Each proposer must describe in narrative its proposed approach to the scope of services listed

above in Section III. This narrative, including any supporting illustrations or graphic depictions, should not exceed five (5) pages. In addition, identify the data sources that are proposed to support development of an air service development strategy plan for MLI.

V. Proposal Evaluation and Selection Process and Criteria

Proposals will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFQ requirements. The Authority reserves the sole right to determine the sufficiency of qualifications and experience of all proposers.

Evaluation Criteria

All eligible, responsive and responsible proposals will be evaluated based on the following criteria. Each criterion listed below also contains sub-criteria that the evaluation panel will consider. These sub-criteria are not individually weighted and are not listed in order of importance.

1. Qualifications and Experience of Project Manager and Key Team Members (0-40 points)
 - Number of years and type of experience providing air service development consulting services
 - Experience:
 - Conducting aviation industry analysis
 - Maintaining domestic and international airline and aviation industry CEO/executive level relationships to support air service development programs
 - Obtaining and analyzing local market demographics, including local business and leisure travel data, to support air service development programs for airport clients
 - Preparing and executing airline presentations (Project Manager only)
 - Presentation skills demonstrated in the proposer interview (Project Manager only)
2. Qualifications and Experience of Proposer (firm) and sub-consultants (0-15 points)
 - Number of years and type of experience providing air service development consulting services
 - Experience:
 - Conducting aviation industry analysis
 - Maintaining airline and aviation industry CEO/executive level relationships to support air service development programs
 - Managing multiple air service development projects simultaneously
 - Obtaining and analyzing local market demographics, including local business and leisure travel data, to support air service development programs for airport clients
 - Planning and participating in aviation-industry conferences
3. Approach to Scope of Services (0-35 points)

- Approach to providing air service development consulting services:
 - Conducting aviation industry analysis
 - Developing MLI market assessment and MLI program recommendations
 - Maintaining airline and aviation industry CEO/executive level relationships
 - Obtaining and analyzing local market demographics, including local business and leisure travel data
- Availability of Project Manager and key team members
- Proposed staffing plan

VI. Evaluation Panel

The Executive Director will appoint an evaluation panel to review the proposals and recommend a proposer to be awarded the agreement resulting from this RFQ.

The evaluation panel may interview the most competitive proposers. The evaluation panel will use the evaluation criteria established in this RFQ to identify the proposers most likely to be successful in the evaluation process. The short-listed proposers will then be scheduled for interviews with the evaluation panel. The evaluation panel may consider information from the interviews that clarifies the materials submitted.

The evaluation panel will score the proposals by consensus in accordance with the evaluation criteria. The Authority intends to maintain the consensus scores for each criterion for each proposer. The Authority will not maintain individual evaluation panelists' scores for the evaluation criteria.

VII. Contract for Consultant Services

At the conclusion of the selection process, the Authority will enter into negotiations with the consultant receiving the highest evaluation rating. If such negotiations are not successful, the Authority will then enter into negotiations with the firm receiving the next highest rating. As part of the consideration for entering into the Service Contract (Attachment 1) with the successful firm, the firm is required to concur with the indemnification and hold harmless language, and to obtain insurance with an insurer or insurers satisfactory to the Authority, and in accordance with current Airport ordinance. The Authority will not negotiate these requirements.

VIII. Important Information Regarding Potential Disqualification of Consultants

Consultants shall not undertake any activities to promote or advertise their qualifications or proposals for the project except in the course of Authority sponsored presentations. Consultants shall not make any direct or indirect contact with members of the Airport Authority Commission, Visit Quad Cities, or Quad Cities Chamber concerning their qualifications or proposals for the project. Violation of this condition will be grounds for disqualification of the consultant.

IX. RFQ Mailing List

The initial mailing list for the RFQ is included as Attachment 2. The RFQ will be mailed to anyone requesting a copy and is available on the Airport's website, www.QCAirport.com.

X. Deadline for Proposal Submittal, and Interview Schedule

Proposals shall be submitted **by 5:00 p.m. CST, Monday, August 26, 2019.**

Benjamin Leischner, Executive Director
Metropolitan Airport Authority
2200 69th Avenue, PO Box 9009
Moline, Illinois 61265
BLeischner@QCAirport.com

The tentative schedule for the selection process is as follows:

- | | |
|---------------------------|---|
| • August 26, 2019 | Response to RFQ due |
| • August 30, 2019 | Notification of Interviews |
| • Mid-Sep – Mid-Oct, 2019 | Interview of selected RFQ responders |
| • October 15, 2019 | Commission action approving agreement with consultant |

All questions regarding this RFQ shall be directed to Chere Steiner, Executive Assistant, at CSteiner@QCAirport.com.

Attachments: 1) Sample Professional Services Agreement
 2) RFQ Mailing List

Attachment 1- Sample Professional Services Agreement

**METROPOLITAN AIRPORT AUTHORITY OF ROCK ISLAND COUNTY, ILLINOIS ("MAA")
STANDARD PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is between MAA (the "Owner"), and:

Company	_____	Contract #	_____
Address	_____		_____
City, State Zip	_____	Fax#	_____
Phone	_____		

(the "Consultant") (collectively Owner and Consultant are referred to as the "Parties"). This Contract is for all Services related to completion of the project generally described as follows (the "Project"):

The commencement date for the parties' respective rights and duties under this Contract shall be fixed by the Notice to Proceed (NTP) and the Schedule (attached as Exhibit E) (the "Effective Date"). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on the date specified within the Contract. Generally, the Services to be performed by Consultant on the Project consist of the following (the "Services"):

The Services are more specifically described in the EXHIBIT A, Statement of Work. Owner agrees to pay Consultant the sum specified within this Contract for performance of the Services.

This Contract consists of these introductory provisions and the signature page(s), Section 1-Relationship of the Parties, Section 2-Consultant's Responsibilities; Representations and Warranties, Section 3-Responsibilities of Owner; Special Contract Provisions, Section 4-General Contract Provisions and the following exhibits attached hereto and incorporated herein by this reference:

EXHIBIT A: Statement of Work
EXHIBIT B: Consultant Compensation
(Optional – As Requested by
Owner, Pricing Form)

EXHIBIT C: Insurance Provisions
EXHIBIT D: Special Contract Provisions
Solicitation, Submittal
Documents, Owner Terms
and Conditions, Regulatory
Compliance, Technical Documents

EXHIBIT E: Notice to Proceed and Schedule
EXHIBIT F: Rate Schedule (Optional --
As Requested by Owner)

Attachment 1- Sample Professional Services Agreement

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTERS ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CANNOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED STATE OF ILLINOIS AGENCY APPROVALS (INCLUDING DETERMINATIONS FROM ILLINOIS DEPARTMENT OF TRANSPORTATION/DIVISION OF AERONAUTICS) AND/OR FEDERAL AGENCY APPROVALS (INCLUDING DETERMINATIONS FROM FEDERAL AVIATION ADMINISTRATION), AS REQUIRED. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION OR AMENDMENT SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ALL OF THIS CONTRACT'S TERMS AND CONDITIONS. THIS CONTRACT, AND ANY AMENDMENTS TO IT, MAY BE EXECUTED IN COUNTERPARTS (EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT) OR IN MULTIPLE ORIGINALS. A FAXED (OR ELECTRONICALLY TRANSMITTED) FORM OF THIS CONTRACT OR ANY AMENDMENT THERETO, EXECUTED BY ONE OR MORE OF THE PARTIES, WILL CONSTITUTE A COUNTERPART HEREOF.

Consultant

Name/Title

Date

Metropolitan Airport Authority of
Rock Island County, Illinois

Name/Title

Date

Attachment 1- Sample Professional Services Agreement

1. RELATIONSHIP OF THE PARTIES

1.1. Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervision to achieve Owner's Project objectives.

1.2. In administering this Contract, Owner may retain the services of an independent project manager and other consultants as needed to fulfill Owner's objectives.

1.3. Consultant shall provide a list of all sub-consultants which Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by Owner. Owner reserves the right to review the Sub-consultants proposed. Consultant shall not retain a Sub-consultant to which Owner has a reasonable objection.

1.4. Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Personnel" and individually, the "Key Person"). Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by Owner. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of, Owner, Consultant shall not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or (iii) substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable

replacement.

2. CONSULTANT'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES

2.1. Consultant agrees that:

2.1.1. The phrase "Standard of Care" that is used in this Contract is defined as follows: the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions (the "Standard of Care");

2.1.2. Consultant shall perform all Services in accordance with the Standard of Care;

2.1.3. Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of Consultant;

2.1.4. Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by Consultant at no additional cost to Owner;

2.1.5. Owner's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables and other documents. Any review or acceptance by Owner will not relieve Consultant of any responsibility for complying with the Standard of Care;

2.1.6. Except as provided in Supplemental Services addressed within Exhibits A and B, Consultant shall, at no additional cost to Owner, render assistance to Owner in resolving problems or other issues relating to the Project design or to specified materials;

2.1.7. During the term of the Contract, Consultant shall obtain, hold, maintain and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services. During the term of the Contract, Owner shall pay for and Consultant shall obtain, hold and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract. Consultant shall review the Project site and the nature of the Services

Attachment 1- Sample Professional Services Agreement

and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses; and

2.1.8. Consultant shall pay all Sub-consultants and other Sub-consultants as required by Consultant's contracts with those Sub-consultants and Sub-consultants. Consultant agrees that Owner has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other Sub-consultants of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and Sub-consultants for services performed on the Project.

2.2. Consultant represents and warrants to Owner that:

2.2.1. Consultant has the power and authority to enter into and perform this Contract; the persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;

2.2.2. When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Consultant;

2.2.3. Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent;

2.2.4. Consultant is an experienced firm having the skill, legal, financial, operating, and staff capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;

2.2.5. Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract;

2.2.6. Consultant is, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project;

2.2.7. All Services shall be performed in accordance with the Standard of Care;

2.2.8. The Project, when completed and if constructed in accordance with the intent established by the drawings, specifications, deliverables and other documents prepared by Consultant pursuant to this Contract, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and

2.2.9. Consultant shall endeavor to ensure that any published specifications relating to the Project confirm to the Contract requirements; and Consultant shall promptly inform Owner in writing of any discrepancies.

2.3. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract or at law; and all warranties referred to in this section shall survive the termination of this Contract.

3. RESPONSIBILITIES OF OWNER; SPECIAL CONTRACT PROVISIONS

Owner's responsibilities under this Contract, and certain additional responsibilities of Consultant, are set forth in Exhibit D-Special Contract Provisions.

4. GENERAL CONTRACT PROVISIONS

4.1. Contract Performance. Consultant shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of Services set forth in Exhibits A and E. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. Time is of the essence in the performance of this Contract.

4.2. Access to Records. For not less than five (5) years after the Contract's expiration or termination, Owner, the State of Illinois, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records

Attachment 1- Sample Professional Services Agreement

of Consultant, Sub-consultants and suppliers which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than five years or until all litigation is resolved, whichever is longer. Consultant shall provide Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

4.3. Funds Available and Authorized. Owner reasonably believes as of the Effective Date that sufficient funds are available and authorized for expenditure to finance the cost of this. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the present funding period is contingent on Owner's receipt of funds from applicable funding sources.

4.4. Insurance. Consultant and its subconsultants, as applicable shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance set forth in Exhibit C-Insurance Provisions.

4.5 Indemnity.

4.5.1. CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE OWNER, AND ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUB-CONSULTANTS, AGENTS, OR EMPLOYEES UNDER THIS CONTRACT.

4.5.2. CLAIMS FOR PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE OWNER, AND ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR

OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUPPLIERS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT.

4.5.3. Owner Defense Requirements. Notwithstanding the obligations under Sections 4.5.1 and 4.5.2, neither Consultant nor any attorney engaged by Consultant shall defend any claim in the name of Owner, nor purport to act as legal representative of Owner, without the prior written consent of Owner. Owner may, at any time and at its election, assume its own defense and settlement of any claims in the event that: it determines that Consultant is prohibited from defending Owner; Consultant is not adequately defending Owner's interests; or it is in the best interests of Owner to do so. Owner reserves all rights to pursue any claims it may have against Consultant if Owner elects to assume its own defense.

4.5.4. Owner's Actions. This Section 4.5 does not include indemnification by Consultant of Owner or its officers, agents, and employees, for the acts or omissions of Owner or its officers, agents, and employees, whether within the scope of the Contract or otherwise.

4.6. Consultant's Status.

4.6.1. Consultant shall perform all Services as an independent contractor. Although Owner reserves the right to set the delivery schedule for the Services to be performed and to evaluate the quality of the completed performance, Owner cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant, Consultant's employees, Sub-consultants, and Suppliers are not "officers, employees, or agents" of Owner.

4.6.2. Consultant shall not have control or charge of, and shall not be responsible for, the acts or omissions of other consultants or contractors under contract with Owner who are performing services or construction work on the Project. However, this provision does not in any way change Consultant's professional responsibility to report to Owner any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on Owner or the Project.

Attachment 1- Sample Professional Services Agreement

4.6.3. Consultant is not affiliated with or a beneficiary of any Owner-related retirement system and will be responsible for any federal, state or other taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits (through Owner) from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. Consultant shall be responsible for all of its own employment taxes and other benefits to Consultant's employees. If any payment under this Contract is to be charged against federal funds, Consultant certifies that it is not currently employed by the federal government.

4.7. Successors & Assignments. The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Consultant shall not enter into any Sub-consultant agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of Owner.

4.8. Compliance with Applicable Law. Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services.

4.9. Governing Law and Dispute Resolution Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted in accordance with the Dispute Resolution process hereinafter described.

4.9.1. Claims Resolution Designee. The parties agree Owner, at its option and at its expense, may utilize a person selected by Owner (hereinafter referred to as "Claims Resolution Designee" or "CRD") for deciding claims, disputes and other matters in question arising out of or relating to this Contract. Matters assigned to the CRD by Owner shall, after initial decision by the CRD, be regarded as final decisions, subject only to direct negotiation, mediation and binding dispute resolution as otherwise provided in this Contract, with the parties recognizing that mediation is a condition precedent to binding dispute resolution.

4.9.2. Mechanics Lien. If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

4.9.3. Direct Negotiation. Except as otherwise expressly set forth above – when Owner opts to utilize a Claims Resolution Designee, or "CRD", the parties agree to attempt to negotiate all disputes by direct negotiations between the principals of the respective parties. If the principals of the respective parties are unable to resolve a dispute within fourteen (14) days following receipt of a demand by either party, then the parties shall endeavor to resolve disputes by mediation. In instances where mediation is the next step in the process of resolving disputes, such mediation shall be administered by the American Arbitration Association/Mediation Procedures in effect on the date of the Contract, unless a different process is mutually agreed to in writing by both parties following the request for mediation. A request for mediation shall be made in writing, delivered to the other party to this Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 120 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Contract, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Notwithstanding anything within this Contract to the contrary, Owner may, in its sole discretion, make an election in writing that the claim or dispute be determined in accordance with binding arbitration; provided, however, Owner's election must be made and delivered to the other party to this Contract within the 120 day mediation period hereinabove described.

4.9.4. Arbitration. If Owner has selected arbitration as the method for binding dispute resolution in the Contract, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which,

Attachment 1- Sample Professional Services Agreement

unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association Procedures in effect on the date of this Contract. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof

4.9.5. Consolidation of Claims. Either party, at its sole discretion, may consolidate an arbitration conducted under this Contract with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

4.9.6. Additional Parties. Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

4.9.7. Jurisdiction and Venue. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Contract shall be specifically enforceable under applicable law in any court having jurisdiction thereof unless otherwise agreed by Owner. Moline, Illinois, shall be deemed the dispute resolution location for CRD, mediation and arbitration activities, and Rock Island County as well, as the location for judicial proceedings, if any. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

4.10. Tax Compliance Certification. By signature on this Contract, the undersigned certifies under penalty

of perjury that the undersigned is authorized to act on behalf of Consultant and that Consultant is, to the best of the undersigned's knowledge, not in violation of any Tax Laws. It is noted that the Owner is exempt from any sales tax. Owner's tax exempt certificate can be supplied at the Consultant's request.

4.11. Severability. The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

4.12. Force Majeure. Neither party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

4.13. Waiver. The failure of Owner to enforce any provision of this Contract shall not constitute a waiver by Owner of that or any other provision.

4.14. Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against Owner or Consultant. Consultant's Services under this Contract shall be performed for Owner's benefit (and the benefit of State and Federal funding agencies affiliated with Owner in the ordinary course of Owner's pursuit of its statutory/public purposes) and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of Services hereunder.

4.15. Ownership of Work Product; Confidentiality.

4.15.1. Definitions. As used in this Contract, the following terms have the meanings set forth below:

a. "Consultant Intellectual Property" means any intellectual property that is owned by Consultant and developed independently from this Contract and that is applicable to the Services or included in the Work Product.

Attachment 1- Sample Professional Services Agreement

b. "Third Party Intellectual Property" means any intellectual property that is owned by parties other than Owner or Consultant and that is applicable to the Services or included in the Work Product.

c. "Work Product" means the Services Consultant delivers or is required to deliver to Owner under this Contract. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

4.15.2. Work Product. Except as provided in Sections 4.15.3 and 4.15.4, all Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of Owner. Owner and Consultant agree that such original works of authorship are "work made for hire" of which Owner is the author within the meaning of the United States Copyright Act. To the extent that Owner is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to Owner any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Owner's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Owner. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

4.15.3. Consultant Intellectual Property. In the event that Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use Consultant Intellectual Property, for the purposes described in this Contract.

4.15.4. Third Party Intellectual Property. In the event that Third Party Intellectual Property is necessary for

the use of any Work Product, Consultant shall secure on Owner's behalf and in the name of Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4.15.5. Consultant Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of Owner to authorize contractors, consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Contract.

4.15.6. Third Party Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on Owner's behalf and in the name of Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, including the right to authorize contractors, consultants and others to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.7. Confidential Information. Consultant acknowledges that it or its employees, Sub-consultants, Sub-consultants or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of Owner or Owner's clients. Any and all information provided by Owner and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-consultants, Sub-consultants or agents in the performance of this Contract shall be deemed to be confidential information of Owner ("Confidential Information"). Any reports or other documents or items, including

Attachment 1- Sample Professional Services Agreement

software, that result from Consultant's use of the Confidential Information and any Work Product that Owner designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by Owner to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than Owner without the obligation of confidentiality; (e) is disclosed with the written consent of Owner; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

4.15.8. Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to Owner under this Contract, and to advise each of its employees, Sub-consultants, Sub-consultants and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise Owner immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with Owner in seeking injunctive or other equitable relief in the name of Owner or Consultant against any such person. Consultant agrees that, except as directed by Owner, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at Owner's request, Consultant will turn over to Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

4.15.9. Injunctive Relief. Consultant acknowledges that breach of this Section 4.15, including disclosure

of any Confidential Information, will give rise to irreparable injury to Owner that is inadequately compensable in damages. Accordingly, Owner may seek and obtain injunctive relief against the breach or threatened breach of this Section 4.15, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Owner and are reasonable in scope and content. Consultant acknowledges and agrees that Consultant Intellectual Property, Third Party Intellectual Property and Work Product and other information addressed by this section 4.15 shall be subject to Owner's management and disclosure as determined by Owner, in Owner's sole discretion, toward the purpose of Owner's compliance with any applicable Sunshine legislation (State or Federal), e.g., Freedom of Information Act.

4.15.10. Publicity. Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of Owner.

4.15.11. Security. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of Owner when using, having access to, or creating systems for any of Owner's computers, data, systems, personnel, or other information resources.

4.16. Termination.

4.16.1. Parties Right to Terminate by Contract. This Contract may be terminated at any time, in whole or in part, by written mutual consent of the Parties.

4.16.2. Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract, in whole or in part, by written notice to Consultant specifying the termination date of the Contract.

4.16.3. Owner's Right to Terminate for Cause. Owner may terminate this Contract immediately, in whole or in part, upon written notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.3.1. Owner lacks lawful funding, appropriations, limitations or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's

Attachment 1- Sample Professional Services Agreement

Services;

4.16.3.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited or Owner is prohibited from paying for such Services from the planned funding source;

4.16.3.3. Consultant no longer holds all licenses or certificates that are required to perform the Services; or

4.16.3.4. Consultant fails to provide Services within the times specified or allowed under this Contract; fails to perform any of the provisions of this Contract; or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures within the time that Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.4. Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by Owner, Consultant shall immediately cease all activities related to the Services or the Project.

4.16.5. Delivery of Work Product/Retained Remedies of Owner. As directed by Owner, Consultant shall, upon termination, promptly deliver to Owner all documents, information, works in progress and other property that are deliverables or would be deliverables if the Contract had been completed. By Consultant's signature on this Contract, Consultant allows Owner to use Work Product and other property for Owner's intended use. The rights and remedies of Owner provided in this Section 4.16 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4.16.6. Payment upon Termination.

4.16.6.1. In the event of termination pursuant to Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under Section 4.16.3.1, where no payment will be due and payable for Services performed or costs incurred after the last day of the applicable funding period, consistent with

Section 4.3. Within thirty (30) days after termination, Consultant shall submit an itemized invoice for all unreimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by Owner later than thirty (30) days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall promptly refund any excess amount upon demand.

4.16.6.2. In the event of termination pursuant to Sections 4.16.3.3 or 4.16.3.4, Owner shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively or in any order whatsoever. If it is determined for any reason that Consultant was not in default under Sections 4.16.3.3 or 4.16.3.4, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 4.16.2.

4.17. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the State of Illinois as of the Effective Date, Consultant shall promptly provide to the applicable State agency all information required to do business within the State. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Illinois prior to executing this Contract.

4.18. Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mail, postage prepaid, to Consultant or Owner at the address or number set forth on Exhibit A, or to such other address or number as either party may provide pursuant to this "Notice" section. Any notice delivered by mail shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in Exhibit A and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

Attachment 1- Sample Professional Services Agreement

4.19. Media Contacts; Confidentiality. Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Owner's prior written authorization.

4.20. Conflict of Interest. Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear to, compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

[END OF BASE CONTRACT, EXCEPTING EXHIBITS REFERRED TO ON FIRST PAGE AND ATTACHED HEREFTER – WHICH EXHIBITS ARE INCORPORATED HEREIN BY REFERENCE.]

EXHIBIT A
STATEMENT OF WORK
NOTICES

Consultant shall perform such professional A&E and Design services and accomplish such tasks, including the furnishing of all services necessary for full performance thereof, as are identified and designated as Consultant responsibilities throughout the Solicitation (RFQ or RFP, as the case may be), and the written Proposal submittal documents, including all alternates, any related correspondence, or applicable proposal documents, and any other Proposal documents which are attached hereto and are considered to be pertinent documents associated with and a part of the original Solicitation (RFQ or RFP, as the case may be), proposal submittal, and this Agreement.

Notices as required herein are to be provided in accordance with Section 4.18 and at the addresses as follows:

If to Owner:

[Address/contact information]

If to Consultant:

[Address/contract information]

EXHIBIT B

CONSULTANT COMPENSATION

Owner agrees to pay Consultant, in accordance with the following:

1. The Pricing Form as a part of the Response to the Solicitation (RFQ or RFP, as the case may be), shall apply, subject to modification, if any, as hereinafter set forth in this Exhibit B.
2. The Pricing Form is subject to the modifications hereinafter specified as subparagraphs in this paragraph 2:

[RESERVED.]
3. Refer to Notice to Proceed (“NTP”). Under no circumstances shall the NTP or the price limitations specified therein, if any, be exceeded without the written approval of the MAA Board of Commissioners.
4. Consultant shall conform to Owner’s documentation relating to the performance of services.
 - a. Owner will endeavor to describe the Services, in writing, in the form of a “Work Order”, taking into account the possibility of successive “Work Orders” – all delineated by specific number.
 - b. All Work will be completed on a time and materials basis, using the Rate Schedule (as set forth in this Exhibit A, Exhibit B and/or Exhibit E, as the case may be). The Rate Schedule shall address the subjects of professional fees and reimbursable expenses; and the Rate Schedule shall be effective upon specific approval of same by Owner. All Work will be at the direction of the Owner, with both parties agreeing in writing upon a level of effort and corresponding estimate of cost for each task.
 - c. Consultant shall send Owner an invoice each month, with a description of Work performed by Consultant and expenses incurred by Consultant, with such description and itemization being provided in a format acceptable to Owner.

EXHIBIT C

INSURANCE PROVISIONS

Consultant (and its Sub-consultants, if any) shall maintain Worker's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Owner and as may be described in the Solicitation (RFQ or RFP, as the case may be). Such insurance coverage is required to remain in effect until the work has been accepted by Owner or specific Work Orders are completed.

EXHIBIT D

Special Contract Provisions

Exhibit D-1: Regulatory Compliance – General

[RESERVED.]

D-2: Regulatory Compliance – Certifications

[RESERVED.]

EXHIBIT E

NOTICE TO PROCEED AND SCHEDULE

Consultant shall begin providing services under this Agreement upon receipt of a written "Notice to Proceed/NTP". To the extent the text within this Exhibit E creates a contradiction or

ambiguity between the text and the NTP, the Agreement shall be interpreted in a manner by which the language of the NTP controls, all notwithstanding anything herein to the contrary.

EXHIBIT F
RATE SCHEDULES

The Rate Schedules referred to and attached as a part of Exhibit B are incorporated herein by reference.

[The structure of Owner's Standard Professional Services Contract provides separate Exhibits B and F. Exhibit B is deemed to apply in all situations as the essential Price Term. Exhibit B might or might not apply depending on the circumstances, i.e., whether the fee is based on lump sum or a flexible scope where additional invoicing will occur based on hourly rates. As to Exhibit F, additional language can be added on a case-by-case basis, e.g., "Not Applicable" or "N/A".]

Attachment 2 – RFQ Mailing List

Company Name	First	Last	Address	City	St	Zip	Email
Ailevon LLC	Brad	DiFiore	1075 Peachtree Street NE, STE 3650	Atlanta	GA	30309	brad.difiore@ailevonpacific.com
Campbell Hill Aviation Group, LLC	Howard	Mann	700 North Fairfax Street Suite 300	Alexandria		22314	Campbell-Hill@av-econ.com
Crawford, Murphy & Tilly Engineers & Consultants	Brad	Hamilton	2750 W Washington Street	Springfield	IL	62702	bhamilton@cmtengr.com
Hubpoint Strategic Advisors, LLC	Douglas	Banez	P O Box 1437	Davidson	NC	28036	info@hubpointadvisors.com
InterVISTAS	Deborah	Meehan	not listed				Deborah.Meehan@InterVISTAS.com
Mead & Hunt	Jon	Faucher	not listed				jon.faucher@meadhunt.com
Mead & Hunt	Joseph	Pickering	not listed				joseph.pickering@meadhunt.com
Sixel Consulting	Mark	Sixel	not listed				mark@sixelconsulting.com
Volaire Aviation	Kris	Nichter	4423 W. University Blvd.	Dallas	TX	75209-3856	Kris@volaireaviation.com
Volaire Aviation	Will	Berchermann	4423 W. University Blvd.	Dallas	TX	75209-3856	will.berchermann@volaireaviation.com
Forecast, Inc.	Nick	Wangler	PO Box 488	Franktown	CO	80016	nwangler@forecast-inc.com
ArkStar Group	Chuck	Howell					chuckhowell@arkstargroup.com