

REQUEST FOR PROPOSAL NO. – 220291

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **10:00 A.M., WEDNESDAY, NOVEMBER 16, 2022.** **One (1) electronic copy of your Detailed Proposal should be emailed to lhendricks@wichita.gov and vwise@wichita.gov.** Must be marked "Request for Proposal 220291" and show Due Date and Time to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

WICHITA AIRPORT AUTHORITY

Airport/Air Service Consulting Services

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636. This information is also available on the City of Wichita Web Site at <https://selfservice.wichita.gov>.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 10:00 a.m., Wednesday, November 16, 2022.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316) 268-4636.

Dated at Wichita, Kansas, on the 20th day of October, 2022.

Melinda A. Walker
Purchasing Manager

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law (“protected class”), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase “equal opportunity employer;” (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

Contractor’s failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the **CITY**.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

REQUEST FOR PROPOSALS
TO PROVIDE
AIRPORT/AIR SERVICE CONSULTING SERVICES



PROPOSED SCHEDULE

- Request for Proposals published at Week of October 17, 2022
 - <https://airportscouncil.org/careers/>
 - <https://careercenter.aaae.org/jobs/>
 - <https://selfservice.wichita.gov>
- Request for Proposals Advertised: Week of October 17, 2022
- Deadline for questions November 7, 2022
- Proposals Due: November 16, 2022
- Committee selection of firms: Week of December 5, 2022
- Notification for Interviews: Week of December 5, 2022
- Interviews: Week of January 9, 2023
- Notification of Selection: Week of January 9, 2023
- Contract negotiation: Week of January 9, 2023
- Agreement Approval (tentative): January 24, 2023

Questions or clarifications regarding this request for proposals may be submitted to:

Valerie Wise
Air Service and Marketing Manager
Wichita Airport Authority
(316) 946-4780
vwise@wichita.gov

LeeAnn Hendricks
Purchasing Buyer
(316) 268-4412
lhendricks@wichita.gov

Purpose

The Wichita Airport Authority's continuing objective is to provide efficient, accessible and affordable air travel from Wichita Eisenhower National Airport. The Authority seeks consulting service to develop strategies to respond to changing market conditions, to expand the levels of service provided by the existing carriers, and to attract additional air service to the airport.

Background

Wichita Eisenhower National Airport is the largest airport in the State of Kansas. According to recent catchment studies, the airport draws passengers from a wide area in Kansas and northern Oklahoma. Total passenger traffic in 2019 was 1,749,906, a record year. Leisure travel demand has been strong and business travel appears to be returning from the pandemic. Q4 2022 seats are down 3% from Q4 2019, and flights are down 17%. ICT has been fortunate not to lose any destinations during the pandemic.

Home to one of the five aerospace clusters in the world, Wichita is a leader in aircraft design and manufacturing of general aviation aircraft, as well as major structures for commercial aircraft. Wichita is highly industrialized and home to nearly 900 manufacturing firms. South Central Kansas is "the most manufacturing-specialized region in the U.S. Of the 100 largest U.S. metro areas, Wichita ranks #1 in manufacturing jobs as percent of all jobs, and #3 in percent of manufacturing jobs classified as "very high-tech" (Brookings Institution). Wichita is #1 in digital service job growth (Brookings Institution), and a top 5 city for low startup costs (Smart Asset). There are approximately 15,000 business establishments in the Wichita metro area, 97% of which are small to medium size with less than 100 employees.

The Wichita Airport Authority is a department of the City of Wichita and is classified as an enterprise fund of the City. The City Council acts as the governing body of the Wichita Airport Authority. A 13-member Airport Advisory Board meets regularly and makes recommendations to the Wichita Airport Authority.

Term

The initial term of the contract shall be three years, with two, one-year options to renew upon concurrence by both parties.

Scope of Services

The Wichita Airport Authority ("Airport") is requesting proposals from aviation consulting firms to develop and help implement air service strategies to enhance air service at Wichita Eisenhower National Airport (ICT). The Consultant will work with the Airport's Air

Service & Marketing Manager in refining air service efforts. This may include identification of air service development opportunities, development of relevant presentation materials, and technical analysis generating both route-specific traffic forecasts and estimated financial performance of air service route opportunities for targeted air carriers. The scope may also include analyses and recommendations on appropriate uses of alternative forms of community support and air service development incentives, which may be requested or warranted in obtaining airline commitments to initiate new service. The scope may include participation in the preparation and presentation of numerous carrier-specific route proposals, as directed by the Airport. This may involve presentations on air service trends on the international, national and regional level, to be given to a variety of audiences, including regional cities. The selected consultant will communicate with the Airport on a regular basis to inform of industry changes and opportunities pertinent to the Airport's objectives.

The CONSULTANT may be expected to perform a variety of consulting services including, but not limited to:

- 1) Development of a comprehensive passenger development strategy for Wichita Eisenhower National Airport. The strategy will outline strategies to enhance ICT's position for improved air service and competitive fares with its existing carriers and potential new airlines.
- 2) Provide ongoing analysis of air service feasibility and route analyses (traffic and financial performance forecasts). The main focus of the project is ongoing analysis of air service feasibility and identification of new air service development opportunities. The CONSULTANT will identify, with supporting rationale, the most promising and desirable routes for future development.
- 3) Market Definition and Analysis. The CONSULTANT will be asked to define and analyze the ICT catchment area in multiple ways using recent technology, including a thorough demographic review of the area. The study will include, but is not limited to:
 - a) Identification of ICT catchment area
 - b) Demographics of market users
 - c) Leakage to competing airports and destination that leakage is flying to
 - d) Passenger potential by market
 - e) Airfares at ICT compared to competing airports
 - f) Comparison of air service at ICT to competing airports
 - g) Underserved markets
 - h) Top destinations
 - i) Seat capacity analysis
 - j) Domestic and international traffic demand
- 4) Develop increased military travel out of ICT. The CONSULTANT may assist the AIRPORT in its efforts to increase the city pairs that are offered for bid by the military installations in the ICT catchment.

- 5) Make recommendations regarding ICT's air service incentive program. CONSULTANT will examine ICT's current air service incentive program to ensure its competitiveness with other airports and suggest enhancements to the program, keeping in compliance with FAA policies.
- 6) Creative approaches to developing community-based airline partnership programs. The CONSULTANT may provide recommendations and assistance in the development of a public/private or private partnership with the goal of supporting new air service. CONSULTANT may be required to attend meetings with business leaders and government officials in the development of this partnership. The CONSULTANT may provide the AIRPORT with specific examples of where and how different forms of community support have been used successfully.
- 7) Prepare reports and presentations. The CONSULTANT will prepare specific route proposal presentations for airlines. These will include all relevant materials that are believed to most convincingly promote development of proposed routes—e.g., economic and demographic factors of the South Central Kansas area, passenger and financial forecast for proposed routes, and any other pertinent information or rationale supportive of developing the proposed air service. Where desirable or necessary, the CONSULTANT will coordinate arrangement of meetings with officials of airlines for community groups which may have an interest in route development proposals.
- 8) Other air service/airport consulting services are required. CONSULTANT will provide such other air service/airport consulting services, which are normally anticipated in air service marketing and development programs or may be required to take full advantage of opportunities as they arise. As requested and directed by AIRPORT, the CONSULTANT will prepare reports, presentations or other documents on research findings or other materials developed during the course of the project.
- 9) CONSULTANT will respond to phone calls and e-mails in a timely manner and have regular communications with the AIRPORT. This is important to keeping the CONSULTANT advised of changes at the AIRPORT or within the catchment as well as keeping the AIRPORT advised of changes within the airline industry.

Submittal Requirements

Applicants shall organize their submissions in such a way as to follow the submittal requirements listed below.

- 1) Qualifications and resume of project manager assigned to this project, including years of experience, list of projects worked on and involvement in those projects.

- 2) Firm's expertise in air service analysis, planning, airport marketing or other related airport consulting services. Include information describing the size of the firm, location of the office that will work directly with the Airport, number of years in business of providing air service consulting, and federal tax ID number.
- 3) Resumes of key participants, including years of applicable experience, projects worked on and involvement in those projects. Identify whether participant is employed by the firm or will be providing work results under subcontract.
- 4) Firm profile, including size of firm, staff resources, its principals. Identify which services are provided by outside vendors or contractors.
- 5) Provide information on the current workload of the firm and of the personnel proposed for this account.
- 6) Experience with conducting catchment studies and content of studies. Provide a recent example of a completed catchment study, preferably from a similar sized market.
- 7) Explain how you would approach the development of a customized, detailed catchment study for ICT and the resources you would utilize.
- 8) Explain your source of data used in conducting market analyses, the accuracy of the data, and how that data is processed.
- 9) Explain a typical working relationship you would have with the Airport (frequency of communications, advisement of opportunities and changes in the industry, responsiveness, etc.)
- 10) In addition to the scope of services, provide other recommendations you feel are relevant to our market. Visionary, forward-thinking strategies capable of sustaining ICT growth will have greater weight.
- 11) List of projects (completed or in progress) of similar size, type and complexity performed by your firm within the last five (5) years. List of client references for these projects including names, titles, e-mails, and phone numbers. Include a description of each successful route proposal that has resulted in new service to a client for the previous five years.
- 12) Experience in developing airport/community partnership strategies. Provide an example from a small hub or medium hub airport.
- 13) List the airline representatives with all U.S. domestic commercial airline planning teams with whom you work.
- 14) List of airports with whom you work or have worked.

- 15) Fee rates of all people assigned to the project and expenses for the duration of the initial three-year contract. Indicate any markups of actual expenses. Explain company policy on billing for internal and external communications (e.g., phone calls, e-mails). Should the Airport desire to implement the one-year renewals, the Consultant is allowed to modify their fee rates.

Selection Criteria

1. The Airport will evaluate and rank the qualifications, experience and expertise submitted by each firm as outlined in the Submittal Requirements.
2. The Airport will evaluate and rank the firm's profile, including size of firm, staff resources, its principals, current workload, and proposed personnel for this account. The Airport will evaluate the services, if any, that are provided by outside vendors or contractors.
3. The Airport will evaluate and rank the firm's experience and methodology used in conducting catchment studies and content of studies, and the firm's source of data used in market analyses.
4. The Airport will evaluate and rank the firm's approach for developing air service at ICT. Visionary, forward-thinking strategies capable of sustaining ICT growth will have greater weight.
5. The Airport will evaluate and rank the firm's typical working relationships and any conflicts of interest.
6. The Airport will evaluate and rank the firm's experience in working with communities and grassroots efforts.
7. The Airport will evaluate and rank the firm's projects within the last five years and references from those projects.
8. The Airport will rank each firm's fee schedules and billing policies.
9. The Airport will rank the level and nature of participation with the DBE/EBE program

Submission Procedure

Your Proposal shall not exceed 25 pages. Excluded from this count is the transmittal letter, the tabs and resumes. The proposal must be submitted electronically to the Purchasing Manager and the Airport's Air Service and Marketing Manager (emails listed below). The inclusion of more pages than allowed will deduct from the scoring of the

submittal; and at the discretion of the Airport, may be grounds to consider the submittal as non-responsive and ineligible for evaluation.

The transmittal letter shall not exceed two pages, must include the relevant information for the contact person, and shall summarize the key points of the submittal.

Proposals are due by **10:00 a.m. on November 16, 2022 to the following email addresses:**

LeeAnn Hendricks
City of Wichita
Purchasing Office
lhendricks@wichita.gov
316-268-4636

Valerie Wise
Wichita Airport Authority
vwise@wichita.gov
316-946-4780

Selection Process

- 1) A Staff Screening and Selection Committee will review and evaluate all proposals based on criteria including, but not limited to, the Submittal Requirements and will use a rating system assigned to a particular criterion in proportion to the importance of that criterion in accomplishing the service. The Airport reserves the right to short-list firms for interview.
- 2) The Airport may contact and interview references provided by each applicant.
- 3) The selection committee may then make a selection solely based on their collective evaluations of the applicant's proposals and references. The Airport reserves the right to select one or more firms. If primary and secondary firms are selected, the secondary firm will be called on to provide services when the primary firm is unable or unavailable.
- 4) A selection/ranking result notification letter will be sent to all applicants following a selection and/or interview list determination.
- 5) The selection committee may conduct interviews regarding the project with the short-listed applicants. Interview invitations shall be sent to the short-listed top-ranked applicants with specific interview time, location, and anticipated interview format. Applicants may present using any media format they choose, but the Airport will not provide any material. The Airport will provide a projector and a Windows PC for PowerPoint presentations.

- 6) Negotiations regarding the fee and scope of services will begin with the highest ranked firm chosen by the selection committee. If an agreement cannot be reached with that firm the Airport retains the option to cancel the project, re-advertise or enter into negotiations with the second placed firm.

General

- 1) The right to reject any and all proposals or to accept any proposal that is deemed to be more advantageous to the Airport is reserved.
- 2) Firms should monitor the City of Wichita website for changes to this Request for Proposals at:
<http://ep.wichita.gov/e-proc/venSolicitationsAll.asp?link=Open+Solicitations>
Changes shall be made via addenda, become a part of your Proposal and acknowledged in your statement.
- 3) The firm is expected to assign specific individuals to the Airport in order to assure that the Airport will be working with someone who is knowledgeable about the Airport and its issues and objectives. Technical knowledge of air service development is only part of the requirement to be an effective partner for the Airport. Positive working relationships with airline planners are also extremely important.
- 4) All key personnel to be assigned to this project are subject to approval by the Airport. Resumes of personnel to be assigned to this project, including replacement of key personnel, are to be submitted to the Airport for review and the Airport reserves the right to interview replacement of key personnel prior to its approval.
- 5) The professional services contract will follow the standard Airport contract format provided with this RFP which includes the attachments of non-discrimination and equal employment opportunity. A copy of the professional services contract is attached to this Request for Proposals in the Appendix. The Consultant waives any rights to propose modifications to the standard contract unless addressed, in detail, within the Proposal.
- 6) By submission of a Proposal, the Consultant agrees that it does not have any conflict of interest with regard to any officer or employee of the companies involved with the City of Wichita.
- 7) The Airport shall not be responsible for any cost or expense associated with the preparation, submission and/or presentation in response to this Request for Proposals.

- 8) The Airport reserves the right to copy and/or otherwise use information within a submittal without payment of any kind or liability. The Airport reserves the right to terminate this process at any time. The Airport reserves the right to reject any and all proposals and waive any irregularities therein.
- 9) It is understood that no portion of the work will be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior express written approval of the Airport.
- 10) The submittals will be evaluated following City of Wichita administrative regulations, which may make the selection through in-person interviews.
- 11) The Airport reserves the right to modify the scope of the project as determined to be in the best interest of the Airport. Modifications to the project will be negotiated with the Consultant, as applicable.
- 12) If a contract is executed over \$5,000, the Consultant must file with the City of Wichita an approved Equal Employment Opportunity/Affirmative Action Plan.
- 13) By submission of a Proposal, the Consultant agrees they and/or their sub-consultants have not or will not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the Consultant) to solicit or secure the project.
- 14) The Airport shall not be responsible for any cost or expense associated with the preparation, submission and/or presentation in response to this Request for Proposals.
- 15) The Airport reserves the right to copy and/or otherwise use information within a submittal without payment of any kind or liability therefore.

Open Records

Pursuant to Kansas Statutes Annotated (K.S.A.) 45-215 et. seq. all proposals become a public record once there is an award of contract by the Airport. Proprietary information within the Proposal should be marked as such. Information that is strictly proprietary and not subject to release as a component of an open records request should be marked on each page on which the information appears. This designation is not binding on the Airport, which will make its determination based on the exceptions to disclosure allowed under state statute.

Emerging Business Participation

The City of Wichita encourages a Consultant to include Emerging Business Enterprise (EBE) participation on their team. The Proposal shall specifically identify the participation of emerging and disadvantaged firms in the project and identify the work they will perform.

A list of EBE firms is available upon request from the City of Wichita Purchasing staff at 316-268-4636 or at <https://www.wichita.gov/Finance/Purchasing/Pages/EBE.aspx>

