



RAPID CITY REGIONAL AIRPORT

REQUEST FOR PROPOSALS

FOR

Marketing Services

Sealed Proposals will be accepted until September 6, 2019, at 2:00 PM, MT, by the Rapid City Regional Airport (Airport), 4550 Terminal Road, Suite 102, Rapid City, SD 57703, to provide the Airport with Marketing Services in accordance with the conditions stated in the RFP package.

RFP documents may be obtained from Toni Broom, Deputy Airport Director for Finance & Administration, by email at toni.broom@rcgov.org. Proposals may be submitted to the above address and are to be marked: "Marketing Services RFP"

The Airport reserves the right to reject any and all proposals, award multiple contracts to more than one Proposer, to waive any minor irregularities in the process, to negotiate with any Proposers, and to accept the proposal considered in the best interest of the Airport.

The Rapid City Regional Airport is an Equal Employment Opportunity (EEO) organization which does not discriminate against any prospective Proposer on the basis of race, religion, color, sex, age, national origin, sexual orientation, or presence of any sensory, mental, or physical disability in the consideration of contract award. Successful Proposer will be required to comply with all EEO, federal, state, and local laws and regulations.

Since the Rapid City Regional Airport is a nonhub primary airport, it is required to have a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the US Department of Transportation 49 CFR Part 26. All DBE firms and small businesses qualifying under this solicitation are encouraged to submit proposals. Additional information on the DBE program is available upon request.

Publication Dates: August 3, 2019
August 10, 2019



Rapid City Regional Airport
4550 Terminal Road, Suite 102
Rapid City, SD 57703

TO: Prospective Marketing Services Proposer
FROM: Patrick Dame, CM, Executive Director
DATE: August 3, 2019
SUBJECT: Marketing Services Request for Proposals

Thank you for reviewing this Request for Proposals. We appreciate your interest in providing Marketing Services for Rapid City Regional Airport.

Please read the information in this packet thoroughly. Proposals may be disqualified because they do not comply with all of the requirements of the Airport's Request for Qualifications process. We want your proposal to be evaluated on its merits, and not be deemed non-responsive.

The *proposed* time schedule as related to this procurement is as follows:

August 3, 2019	RFP Released
August 20, 2019	Written Questions Due
August 23, 2019	Responses/Addenda posted
September 6, 2019	Proposals due
September 16-20, 2019	Interviews (if needed)
October 8, 2019	Recommendation to Airport Board

Written questions regarding this RFP may be emailed to toni.broom@rcgov.org by August 20, 2019.



1. INTRODUCTION

The Rapid City Regional Airport (Airport) is seeking to establish a Contract with a qualified Marketing Services Agency to provide a complete Strategic Marketing Plan including creative production and media placement services for the Airport. The Proposer shall demonstrate excellence in quality marketing solutions, creativity & implementation, customer service and collaborative relationships.

The Airport reserves the right to accept or reject any or all Proposals, negotiate with any Proposers, award multiple contracts to more than one Proposer, to waive any informalities and irregularities in the Proposal submission process, to extend the date for submittal of responses, to request additional information from any or all Proposers, to supplement, amend or otherwise modify the RFQ prior to the closing date and time, to cancel this request with or without the substitution of another RFQ, to re-solicit or cancel the procurement process, and to accept a Proposal which is considered to be in the best interest of the Airport.

Sealed proposals shall be submitted by 2:00 PM, MT, September 6, 2019, and delivered to:

Attn: Toni Broom
Rapid City Regional Airport
4550 Terminal Road, Suite 102
Rapid City, SD 57703

All Proposals will be time-stamped upon receipt and any Proposals received after the time specified above will be returned unopened. In bold lettering, mark the sealed envelope with the following words: **“MARKETING SERVICES RFP”**. Faxed or emailed copies will not be accepted. All responsive Proposals become the property of the Airport and must be provided without cost to the Airport. Except as otherwise provided for herein, Proposals which are incomplete or which are not in conformance with the law, may be rejected as non-responsive.

Proposals shall not be returned unless a written request to withdraw is received prior to 2:00 PM, MT, on September 6, 2019. Any Proposal submitted will be deemed to be valid for a period of up to 90 days following the closing date of the RFP. Timely Proposals received shall be subject to applicable laws and regulations governing public disclosure. Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this RFP, and the intent to enter a Contract with the Airport.

Information that is considered by a Proposer to be proprietary is still subject to release as a component of an open records request subject to review by the City Attorney. Proprietary information should be clearly marked as “confidential” or “proprietary” on each page on which the information appears. Proposers should not expect the Airport to seek confidentiality protection for any claimed privileged or proprietary information in the written Proposal just because the material is marked “confidential” or “proprietary.” For any essential information that the Proposer reasonably believes can be defended as being exempt from disclosure under the Open Records Act, the information must be capable of being separated or redacted from the Proposal, and should be clearly and specifically marked.



This RFP does not obligate the Airport to enter into a Contract or pay any costs incurred in the preparation of a Proposal pursuant to this RFP or incurred in subsequent negotiations. It is the intention of the Airport to negotiate a Contract with the Proposer it deems most beneficial to the Airport. During the Proposal evaluation process, the Airport may request additional information or clarification from Proposers.

By submittal of a Proposal pursuant to this RFP, the Proposer certifies that no fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative, official or current Proposer of the Airport in order to procure the Contract described in this RF. The Proposer also certifies that the financial information in its proposal has been arrived at independently and without consultation, communication or agreement with the Airport, or other Proposers, to restrict competition as to any matter relating to this RFP.

Proposers shall assume full responsibility to review and evaluate the entirety of this RFP, the appendices hereto and any Addendum which may be issued, and to become fully informed of the detailed instructions and requirements of this RFP and the future Contract expectations. Proposers shall thoroughly examine and become familiar with this RFP, the Proposal forms, the specimen Contract, and all related documents comprising this RFP and any written Addendum thereto. Each Proposer shall judge for itself all conditions and circumstances within this solicitation having relationship to its respective Proposal.

Submission of a Proposal shall constitute an acknowledgment that the Proposer has thoroughly examined and is familiar with this RFP and Addendum which may be issued. The failure or neglect of a Proposer to receive or examine any RFP documents or Addendum shall in no way relieve Proposer from any obligation with respect to the Proposal or the obligations that result from submitting a successful Proposal. No claim based upon lack of knowledge or understanding of this RFP or its contents shall be allowed. The provisions and terms of the Contract may be revised or adjusted by the Airport prior to final execution.

Equal Employment Opportunity – Rapid City Regional Airport is an Equal Employment Opportunity (EEO) organization, which does not discriminate on the basis of race, religion, color, sex, age, marital status, national origin, sexual orientation, or the presence of any sensory, mental or physical disability in consideration of a contract award. The successful Proposer will be required to comply with all federal, state, and local laws and regulations.

Disadvantaged Business Enterprise (DBE) Eligibility – DBE firms are encouraged to submit a Proposal. Firms who propose to participate as a DBE must meet the experience and economic guidelines as set forth in 49 CFR Part 23 and 26 and should submit their DBE Plan and the DBE firms that will participate in this service.

Prohibition Against Lobbying – The Proposer shall not lobby, either on an individual or collective basis, the Airport (its associated City employees, board members, or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFQ or its written Proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Airport (its associated City employees, or outside advisors) or any federal, state, or local elected or public officials or Airport staff to arrange



meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written Proposal.

Questions, Inquiries and Contact with Airport Staff – The Airport is committed to providing all interested parties with accurate and consistent information in order to ensure that no Proposer obtains an undue competitive advantage. To this end, from the date of this RFP through award of contract, the Airport contact is: Toni Broom, Deputy Airport Director for Finance & Administration.

All questions from Proposers must be submitted in writing, electronically, to toni.broom@rcgov.org by August 20, 2019. It will be the sole responsibility of the Proposer to ensure questions are submitted in a timely manner. Answers to questions, other clarifications and/or Addendums will be posted on the Airport's web site.

It shall be the Proposer's responsibility to monitor the Addendums that may be issued under and as a part of this RFP. Copies of this RFP, and any Addendum issued, are available for viewing at the following link: <https://www.rapairport.com/about-the-airport/doing-business>.

Any Addendums so issued are to be considered a part of this RFP document. Therefore, receipt of all Addendums issued during this RFP must be acknowledged on the Signature Page included with your Proposal.

Insurance – The Proposer shall, during the whole of the term and during such other time as the Proposer occupies the premises, take out and maintain insurance, in such form and with such companies as the Airport may reasonably approve. Insurance coverage and endorsements will be addressed in the Contract with evidence of insurance provided to the Airport upon execution of the Contract.

Disclaimer – It is the responsibility of each Proposer to investigate and be satisfied as to the facts and conditions prior to submitting a Proposal. The Airport makes no representation or warranties and accepts no responsibility for the accuracy or completeness of any information supplied. Proposers are responsible for obtaining their own independent financial, legal, accounting, and technical advice on all proposal matters. Any failure to become fully knowledgeable shall be at the Proposer's sole risk. The Airport assumes no responsibility for any interpretations made by Proposers on the basis of information provided in this RFP or through any other source.

2. AIRPORT BACKGROUND

The Rapid City Regional Airport is owned by the City of Rapid City and governed by a semi-autonomous board which operates the Airport on behalf of the City. The Board is comprised of five mayoral appointees who are confirmed by the Rapid City Common Council. The voluntary appointments serve five year terms with a maximum of two consecutive terms. The Board is responsible for the general oversight of the Airport with the ability to sign contracts and authorize expenditures needed to operate the Airport.

The Airport is a vital transportation hub for the region with both commercial and general aviation activities. It provides over 300 jobs and contributes approximately \$180 million to the local economy. It is the second largest airport in the State of South Dakota and is recognized by the FAA as a non-hub primary airport. With nonstop seasonal flights to fourteen major U.S. airports and to seven major airports year-round, Rapid City Regional Airport is the gateway to Mount Rushmore, the Black Hills and Western South Dakota.

3. AIRLINE INFORMATION, PASSENGER STATISTICS AND TOP O&D MARKETS

Airline Information – The Airport is currently served by the following airlines and their partners to the following destinations. Flight schedule is subject to change by the airlines.

Airline	Destination	Seasonal	Frequency	Operates
American	Charlotte, NC	Seasonal	1 Daily Flight Sat & Sun Only	June 6 - Sept 3 Sept 7 - Oct 27
	Chicago, IL	Seasonal	1-2 Daily Flights	April 2 - Oct 2
	Dallas, TX	Year Round	1-2 Daily Flights	Year Round
	Phoenix, AZ	Year Round	1 Daily Flight	Begins Sept 7, 2019
Allegiant	Las Vegas, NM	Year Round	Multiple Weekly	Year Round
	Mesa, AZ	Year Round	Multiple Weekly	Year Round
Delta	Atlanta, GA	Seasonal	1 Sat Flight	June 8 – Aug 24
	Minneapolis, MN	Year Round	Multiple Daily	Year Round
	Salt Lake City, UT	Year Round	Multiple Daily	Year Round
United	Denver, CO	Year Round	Multiple Daily	Year Round
	Houston, TX	Year Round	1 Sat Flight	June 8 – Aug 17
	Los Angeles, CA	Seasonal	1 Daily Flight Sat & Sun Only	June 22 – Sept 7
	Newark, NJ	Seasonal	1 Daily Flight Sat & Sun	June 22 – Sept 7
	San Francisco	Seasonal	1 Daily Flight Sat & Sun	June 22 – Sept 7

Passenger Statistics:

The Airport has experienced substantial growth over the past few years breaking the previous record set in 2010 of 292,940 passenger enplanements. We anticipate that 2019 will exceed the current record set in 2018.

<u>Calendar Year</u>	<u>Enplaned Passengers</u>	<u>Deplaned Passengers</u>	<u>Total Passengers</u>
2018	310,810	315,108	625,918
2017	295,215	300,721	595,936
2016	279,558	281,544	561,102
2015	270,608	275,894	546,502
2014	270,100	272,152	542,252



Top O&D Markets – Year Ended 4th Quarter 2018*:

Rank	Destination	O&D Passengers
1	Phoenix/Mesa, Arizona (AZA)	46,578
2	Las Vegas, Nevada	35,824
3	Minneapolis, Minnesota	31,251
4	Dallas, Texas (DFW)	21,961
5	Chicago, Illinois (ORD)	18,770
6	Denver, Colorado	14,644
7	Atlanta, Georgia	11,436
8	Orlando, Florida (MCO)	10,261
9	Los Angeles, California	10,253
10	Seattle, Washington	10,115
11	Washington DC (DCA)	9,680
12	Boston, Massachusetts	8,350
13	Philadelphia, Pennsylvania	8,067
14	Houston, Texas	7,793
15	Phoenix, Arizona (PHX)	7,581
16	Salt Lake City, Utah	7,487
17	Newark, New Jersey	7,329
18	San Francisco, California	7,173
19	Portland, Oregon	7,149
20	San Diego, California	6,629
	Total All Markets	564,442

*Source: Diio Mi total roundtrip O&D

5. CURRENT MARKETING EFFORTS

In recent years, the Airport has invested approximately \$200,000 annually in marketing specific geographic targets that are now flying into Rapid City. Target audiences have included Outdoor Families, Active & Affluent, Active Empty Nesters, and All Audiences. Various digital tactics have been employed for maximum budget efficiencies.

6. SCOPE OF SERVICES

The Airport is seeking proposals from qualified Proposers for the development of a Strategic Marketing Plan with various tactics, creative and production services, and media placements to promote the Rapid City Regional Airport as the gateway to Mount Rushmore, the Black Hills and Western South Dakota.

The Scope of Services will be performed as requested by the Airport at various times throughout the duration of the Contract. Proposer may wish to propose elements in addition to those presented herein that Proposer deems necessary to provide a comprehensive program.

The Scope of Services will include development of a Strategic Marketing Plan including, but not limited to, creative development and implementation of a sustained (36 months), multifaceted marketing campaign; leveraging stakeholder and media partnerships where possible; and media



planning, placement and purchasing for the advertising campaign (both traditional and digital marketing). ***Heavy emphasis will be placed on internet target marketing of our top O&D markets for inbound traffic into the Airport.*** There will be some local targeting throughout the course of the Contract which will be minimal. Agency will utilize the existing logo of the Rapid City Regional Airport in completing the Scope of Services; therefore, no logo or brand development is needed for this project.

In order to achieve the Plan's objectives, the Airport is committed to providing a budget that will support a substantial and sustained campaign presence over the length of the Contract. The budget will provide for creative services, media placement and purchase, and all associated professional fees.

6.1. Strategic Marketing Plan Development

The role and responsibilities of the Agency include:

- Preparing marketing strategies using information provided in intake meetings and agency briefs, taking into consideration other marketing activities coordinated outside the Contract.
- Providing detailed objectives, strategies and methods of execution to be undertaken, including measures to assess effectiveness to determine if objectives are met.
- Reviewing, analyzing, and providing feedback on campaigns, as required, on reports received periodically on media buy performance during advertising activities and after they have ended (e.g. online reports, search engine optimization reports), to determine if activities are having the desired outcome, and providing updates and recommendations to the Airport, as required, to improve performance.

6.2. Creative and Production Services

The role and responsibilities of the Agency include:

- Developing and producing advertising campaign creative in support of the identified marketing strategies, creative briefs and guidance from the Airport.
- Attending client briefings and meetings, and participating in conference calls as required.
- Providing copy direction and ensuring overall quality of copy elements from concepts to final materials, including all digital advertising creative materials and any other marketing materials in support of digital advertising activities.
- Creating new copy elements and ensuring that messaging is consistent and appropriate for target audiences.

6.3. Media Services

The role and responsibilities of the Agency include:

- Developing a media plan and calendar based on the identified marketing strategies and tactical plans. Media plans could include, but may not be limited to:
 - Campaign timing;
 - Media selection and rationale, including but not limited to:
 - Recommended media placements and costs; media weights, reach frequency and ad formats; media properties and cost by property; total media budget; flight plan, flow chart of activity and media exposure.

- Coordinating timely delivery of all creative materials in the proper formats for trafficking, in accordance with production requirements.
- Providing ongoing media consultation. Reviewing and evaluating media opportunities and options as they are presented or arise.
- Providing quarterly review and analysis of the performance of selected media.
- Presenting final media plan and schedule, including scheduling and rotation of ad creative, detailed media budgets, deadline dates, positioning, relative discounts, blocking charts, material instructions and ad production specifications.

6.4. Reporting and Communication

The Agency will be required to report to and communicate with the Airport as follows for all work performed under the Contract:

- Provide contract reports, as required, including, but not limited to: discussion points, decisions and next steps, as applicable.
- Provide budget reports, as required, including, but not limited to: costs incurred and projected final costs against approved estimates and overall budget, as applicable.
- Provide performance monitoring reports for digital campaigns, as required, including, but not limited to: impact summary, insights and recommendations, as applicable.
- Provide post-mortem reports for all campaigns executed, as required, including but not limited to: summary from planning to completion, including results against planned objectives, lessons learned and recommendations, as applicable.

7. PROPOSALS REQUIREMENTS

Limit your proposal content to 25 pages. This shall include the cover transmittal letter and table of contents. Dual sided printing for the proposal is encouraged. Proposal, one (1) Original, three (3) copies, and one (1) electronic PDF file on a compact disk (CD) or Universal Serial Bus portable flash memory card (USB flash drive), must be submitted in an envelope that is completely sealed, bears the name and complete mailing address of the Proposer, and be clearly marked “**MARKETING SERVICES RFP**” due on September 6, 2019, at 2:00 PM, MT, to:

Attention: Toni Broom
Rapid City Regional Airport
4550 Terminal Road, #102
Rapid City, SD 57703

8. PROPOSAL CONTENTS

RFP responses must be completed and prepared in a form that provides an insightful, straightforward and concise overview of the capabilities of your Agency. Additional facts and information other than those listed below may be included if it will help to highlight your Agency’s qualifications and experience. All materials submitted in response to this RFQ shall become the property of the Airport and shall be considered a part of the public record of the Airport except for any proprietary financial information that should be clearly marked as confidential.

Each proposal shall include the following as a minimum:



Cover Transmittal Letter – Provide a narrative that introduces the Agency and team highlighting the special strengths of the Agency to perform the work requested in this RFP. The Cover Letter shall include the legal name of the Proposer, office and email address, telephone and fax numbers, and the name, title and signature of the person authorized to submit the proposal on behalf of the Company. The Cover Letter should also acknowledge that the Proposer will comply with all the terms and conditions set forth in the Statement of Qualifications, unless otherwise agreed by the Airport.

Executive Summary – Executive Summary should contain an outline of your general approach to the provision of services in addition to a brief summary of your qualifications to engage in a professional service relationship with the Airport.

Agency Information – Provide a list of all the Agency principals and subcontractors that will be included in the performance of the Contract.

Agency Qualifications, Experience and References – The successful Agency must have at least seven (7) years of experience in the field of developing and implementing professional marketing strategies and providing marketing consultation.

In addition, the Agency must provide an "Account Executive" that will be the day-to-day contact person for the Airport. The "Account Executive" should have at least five (5) years of experience in professional marketing services and consultation.

Narrative – Provide a comprehensive narrative of the types of services offered by your Agency. The narrative shall describe the Agency's qualifications to perform the Scope of Services, including past (relevant) experience and at least three client references, with contact names and information. The narrative shall include the following:

Experience: Describe your Agency's experience working with other clients involving the size and level of the complexity of the proposed Scope of Services. Must include the following:

- Type and number of years' experience providing marketing services.
- Demonstrate Agency's experience with development and execution of marketing strategy plans.
- Demonstrate experience developing strategic business recommendations for marketing programs.
- Demonstrate a capable working knowledge of the Rapid City Regional Airport.
- Provide at least one sample creative to demonstrate the firm's ability to produce a professional ad.

Personnel: Describe the qualifications and experience of the "Account Executive" and key staff. Must include the following:

- Provide a brief description of all key personnel (including vendors, partners or subcontractors, if applicable) to be involved and their relationship to the services to be provided.

- Include names, titles, licenses, certificates, and fields of expertise defining the role of each person and outlining his/her experience.
- Attach resumes as part of an appendix to the Proposal.
- Demonstrate the capacity and capability of the Agency with respect to such factors as cost control, quality of work, and ability to meet schedules.

Additional Data: Provide additional information about the Agency as it may relate to this RFP.

Fee for Services – Provide an hourly fee structure for the Scope of Services outlined in Section 6 (six) of this RFP. Identify all costs including estimated expenses to be charged for performing the services necessary to accomplish the objectives of the Contract. Submit a fully detailed *annual* budget including staff costs, hourly rates for all proposed team members, any expenses necessary to accomplish the tasks and to produce the deliverables under the Contract.

9. SPECIAL TERMS AND CONDITIONS

A sample Marketing Services Contract (Contract) is included in this solicitation, attached and incorporated herein by reference as Exhibit A. The initial term of the Contract is anticipated to be three years from January 1, 2020 through December 31, 2022.

No price escalation will be allowed during the initial term of the Contract. If it is mutually decided to renew beyond the initial period and the Agency requests a price increase, the Agency shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to: actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc. which reflect said increases. The Airport reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the Contract.

The Airport reserves the right to require the Agency to remove any employee from the proposed project work whom the Airport has deemed incompetent, careless, insubordinate, or whose continued employment on the project is deemed by the Airport to be contrary to the public interest.

10. SELECTION PROCESS

A Selection Committee will review all qualified Proposals. The Selection Committee reserves the right to contact any or all of the Proposers during the review process for clarification and/or understanding. Additionally, Proposer(s) may be asked to sit for a committee interview. Questions and interviews are at the sole discretion and option of the committee and may not be afforded to any or all Proposer(s).

After the Proposals are reviewed, the Selection Committee will make their selection recommendation to the Airport Board of Directors. After the recommendation is made, the Airport Board will determine which proposal, if any, will be accepted. The Airport Board reserves the right to accept or reject any committee recommendation. Each section contained herein, any addenda and the submittal from the Agency shall also be incorporated by reference into the resulting Contract. Similar products and/or services may be added and pricing negotiated during the term of the Contract.

Following the acceptance of a proposal, the selected Proposer and the Airport must reach a contractual agreement prior to the start of any work for which the City of Rapid City or the Rapid City Regional Airport would be obligated.

Each proposal shall be evaluated and scored based upon the following criteria:

	Points
1. Company's experience, past performance & resource capability for required services	35
2. Qualifications and experience of staff to be assigned to the account	35
3. Proposed approach to provision of services	30
Grand Total for Written Proposal	100



11. SIGNATURE PAGE

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

Submitting Agency: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____

Authorized Signature: _____

Date: _____ Email: _____

Phone #: _____

EXCEPTIONS/DEVIATIONS to this Statement of Qualification shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

FIRM PRICING - Offered prices shall remain firm for a minimum of 90 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the Agreement.

ADDENDA – <https://www.rapairport.com/about-the-airport/doing-business>. It is Proposer’s responsibility to check for issuance of any addenda at the above website. The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____



**EXHIBIT A
SAMPLE AGREEMENT**

**AGREEMENT BETWEEN THE RAPID CITY REGIONAL AIRPORT BOARD AND
_____ FOR MARKETING SERVICES**

This Agreement is made and entered into this _____ day of _____, by and between the City of Rapid City by and through the Rapid City Regional Airport Board, 4550 Terminal Road, #102, Rapid City, SD 57703, hereinafter called the "Airport" and _____, hereinafter called "Consultant".

WITNESSETH THAT:

WHEREAS, the Airport desires professional marketing services (hereinafter called the "Scope of Services") that are specifically set forth in this Agreement; and

WHEREAS, Consultant possesses the skills and expertise necessary to provide such Scope of Services as desired by the Airport; and

WHEREAS, the Airport issued a Request for Proposals ("RFP") for Marketing Services, attached hereto and incorporated herein as Exhibit A; and Consultant submitted a proposal, attached hereto and incorporated herein as Exhibit B, to the Airport in response to the RFP issued by the Airport, and the Airport thereafter selected that Proposal; and

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

1. EMPLOYMENT OF CONSULTANT

The Airport retains and employs Consultant to act for and represent it in all matters involved in the performance of the Services, subject to the terms, conditions, and stipulations as hereinafter stated.

2. INDEPENDENT CONTRACTOR STATUS

The parties agree that Consultant is providing the Scope of Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of employer and independent contractor. Neither Consultant nor any of Consultant's agents, employees or helpers shall be deemed to be the employee, agent or servant of the Airport. Airport is interested in only the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of the Consultant.

3. TERM OF AGREEMENT

This Agreement shall commence on January 1, 2020. The original term shall extend and continue for a period of three years from and after the commencement date, expiring on December 31, 2022, subject to cancellation and termination as described herein.



EXHIBIT A SAMPLE AGREEMENT

4. OPTION TO RENEW

Airport shall have an option to renew this Agreement upon the same terms and provisions herein (except that the “Scope of Services” and “Compensation” as those terms are defined below, may be modified as agreed upon by the parties for one (1) successive one (1) year renewal term.

5. SCOPE OF SERVICES

Consultant shall render in a satisfactory and proper manner the services including, but not limited to development of overall Marketing Strategies, Strategic Planning, Creative Development and Production Services, Media and Market Strategy, Planning and Buying, Web Production, and Overall Reporting. In partnering at the strategic level, Consultant will be recognized as the Airport’s Agency of Record (AOR).

5.1. Strategic Marketing Consultation & Creative Development

Consultant agrees to provide consultative services to the Airport. Such services shall include, but are not limited to, advice and project management of projects related to marketing of the Airport on a local, regional and national basis and the development of a Strategic Marketing Plan.

The Plan will detail the objectives, strategies and methods of execution to be undertaken, including measures to assess effectiveness to determine if objectives are met. Details could include, but may not be limited to campaign objectives, situation analysis (SWOT); target audiences; key products; key messages; creative concepts and briefs; recommendations for research and creative pre-testing, as required; budget; timing; rationale; deliverables; actions and next steps; and evaluation process.

Consultant will be available to the Airport on an ongoing basis for discussion, meetings, and planning sessions in providing the following consultative services. Weekly conference calls (or as mutually determined) will be held. The role and responsibilities of the Consultant include, but are not limited to:

- Develop the overall Marketing Strategic Plan (Plan).
- Provide advice and guidance on the use of new and emerging media and methods of execution, and consumer trends and technology developments that may impact strategies developed under the Agreement.
- Work on behalf of the Airport to develop partnerships with other travel industry businesses for leveraged and collaborative marketing campaigns.
- Prepare strategies using information provided in intake meetings and agency briefs, taking into consideration other marketing activities coordinated outside the Agreement.
- Assist in identifying inbound markets (cities) for Plan implementation.
- Assist on special marketing projects when new air travel routes are added, special events occur, and others as needed.
- Ensure strategies are actionable with validated support and ideas that are aligned.
- Ensure strategies are approved by the Airport prior to implementation.



EXHIBIT A SAMPLE AGREEMENT

5.2. Creative and Production Services

Estimates will be provided by the Consultant for production of all specific goods and services, including development of campaign concepts, copywriting, graphic design, technical pre-production, field production & post production. The role and responsibilities of the Consultant include, but are not limited to:

- Developing and producing advertising campaign creative in support of the Marketing Strategic Plan, creative briefs and guidance from the Airport.
- Attending client briefings and meetings, and participating in conference calls as required.
- Providing copy direction and ensuring overall quality of copy elements from concepts to final materials, including all digital advertising creative materials and any other marketing materials in support of digital advertising activities.
- Creating new copy elements and ensuring that messaging is consistent and appropriate for target audiences.

5.3. Production Services Outside of Consultant

Consultant will assume responsibility for contracting the services of outside suppliers and coordinate the completion of projects through those firms to ensure that agreed upon deadlines are met and high quality standards are maintained. Consultant will provide Airport with all cost estimates prior to entering any agreements for outside services. Consultant will work to obtain the best price and quality for each project.

- **Printing & Mailing Expenses** – Consultant may mark up all printing and mailing projects by 20% to accommodate for coordination and negotiation. All data shared with print vendors will be marked confidential. Consultant will endeavor to work with print vendors that are SOC 2 compliant.
- **Television, Video & Professional Photography** – Television, video and photography specialists may be utilized by Consultant on a project by project basis upon written approval from the Airport.
- **Email Hard Costs** – Email deployment may be utilized by the Consultant on a project by project basis. The annual software fee for the email software provider will be paid for by the Airport on a cost-per-thousand basis.

5.4. Media Services

The role and responsibilities of the Consultant include, but are not limited to:

- Developing a media plan based on the Marketing Strategic Plan, media strategies and tactical plans while optimizing cost efficiencies and effectiveness. Media plans could include, but may not be limited to:
 - Campaign timing;
 - Media selection and rationale, including but not limited to:
 - Recommended media placements and costs; media weights, reach frequency and ad formats; media properties and cost by property; total media budget; flight plan, flow chart of activity and media exposure.

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- Coordinating timely delivery of all creative materials in the proper formats for trafficking, in accordance with production requirements.
- Providing ongoing media consultation while keeping up to date on market and audience trends, recommending schedules or promotions that fit with the Airport's brand and goals, and fielding all media calls and questions on behalf of the Airport.
- Providing quarterly review and analysis of the performance of selected media.
- Presenting final media plan and schedule, including scheduling and rotation of ad creative, detailed media budgets, deadline dates, positioning, relative discounts, blocking charts, material instructions and ad production specifications.
- For its media placement services, Consultant will receive a media commission of 15% applicable on all traditional and digital paid media that is placed on behalf of the Airport such as television, radio, magazine, newspaper and online paid advertising including search engine marketing (SEM).
- **Performance Planning** – Consultant will provide a document plan to accomplish set campaign goals. Upon an initial review period, key performance metrics will be able to be utilized to measure and optimize campaign performance in a real-time manner. Budgets will be determined or adjusted upon these measured goals with media investments continually adjusted to ensure campaign success.
- **Post Buy Analysis** – Consultant will audit all electronic, print and web invoices for proof of performance. Consultant will analyze the delivery on all invoices to ensure projected media goals are delivered as planned and will negotiate make-goods if necessary.
- **Real-Time Dashboard Tracking** – Consultant will provide a dashboard resource that tracks spending and impressions by time period, property level and medium. The Dashboard may be used on a transaction-based reporting tool utilizing data through Black Hills Central Reservations.
- **Campaign Performance Reports** – Consultant will review campaign performance and key optimizations, and recommendations with the Airport on a monthly basis to ensure goals are pacing to expectations.

6. COMPENSATION & PAYMENT TERMS

Compensation is provided based on the three categories of Services as presented in this Agreement: Strategic Marketing Consultation, Production Services and Media Placement. All Services provided by the Consultant will be presented as a Proposal to the Airport on a project by project basis including all estimated costs for said project. Compensation will be based on each approved Proposal with no monthly retainer paid as part of this Agreement. Proposals are valid for thirty (30) days from the date they are submitted. No work shall begin on any project until it has been approved by the Airport.

Consultant will provide billing statements on or before the twelfth business day of each month for all elements which have been completed during the previous month including consultation, production & media. In the event that billable projects are extended over a



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period of more than sixty (60) days, projects will be billed in-progress. Payment is due forty-five (45) days after the invoice is received.

In addition to billing statements, Consultant will provide Airport with detailed documentation of media placement and reimbursable expenses. Consultant will also provide copies of all tear sheets generated by media companies, as soon as they become available, detailing fulfillment of all media placement.

7. TRAVEL EXPENSES

All travel expenses incurred by the Consultant in fulfillment of this Agreement will be billed to the Airport at cost. Travel hours will be billed at 50% of the applicable billable rate. Consultant will make every reasonable effort to combine scheduled travel with other clients and share all travel related expenses equally among all clients being served with said travel.

8. CHANGES AND EXTRA SERVICES

The Airport may make changes within the general scope of this Agreement. If Consultant is of the opinion that any proposed change causes an increase or decrease in the cost/and or the time required for performance of this Agreement, Consultant shall so notify the Airport of that fact. Any agreed-upon changes will be reduced to writing amending this Agreement through Addendum signed by both parties.

Any changes to the guidelines of a project that result in budgetary changes must be agreed upon by both parties in writing. Should an initiated project be cancelled prior to completion, Consultant will bill Airport based on the number of hours and any out-of-pocket expenses associated with the canceled project.

The Airport may request Consultant to perform extra services not covered by the Scope of Services as set forth in this Agreement. Consultant shall perform such extra services and will be compensated for such extra services provided they are reduced to writing amending this Agreement through Addendum signed by both parties.

The Airport shall not be liable for payment of any extra services nor shall Consultant be obligated to perform any extra services except upon such written Addendum.

All proposals and estimated provided by the Consultant shall be deemed valid for a period of thirty (30) days from the date submitted to the Airport.

9. DELAYS

Consultant shall perform its Scope of Services with due diligence upon receipt of a written Notice to Proceed from the Airport. The Airport may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its Scope of Services is delayed by causes beyond the reasonable control of Consultant, and without the fault or negligence of Consultant, the time and total compensation for the performance of the Scope of Services shall be equitably adjusted by written Addendum signed by both parties to reflect the extent of such delay. Consultant shall provide the Airport with written notice



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of delay, including therein a description of the delay and the steps contemplated or actually taken by Consultant to mitigate the effect of such delay.

10. OWNERSHIP OF DOCUMENTS

All work products prepared by Consultant and its subcontractors pursuant to this Agreement, including, but not limited to, creative work, reports, work papers, and exhibits shall be and remain the property of the Airport and shall be made available and/or delivered to the Airport at any time at the Airport's request. A set of each document shall be provided to the Airport for its files. Consultant may retain copies of such documents as part of its record of professional activity. Consultant will retain pertinent records relating to the Scope of Services performed in connection with the Project for a period of three (3) years following completion of the Project, during which three (3) year period said records would be made available to the Airport at reasonable times.

Neither Consultant nor Airport own or have rights to certain elements (such as photography, voice talent, music, etc.) outside of specific usages, time periods and geographies for which they were secured. Consultant retains ownership of the raw files and materials used to create the final product.

At the Airport's request, Consultant will provide a copy of raw or working files and materials generated on their behalf for reproduction purposes. This will ensure brand standards and graphic treatments are used consistently throughout all messaging not done by Consultant.

11. CONFIDENTIALITY

All data, including originals, images and reproductions, prepared by, obtained by, or transmitted to Consultant in connection with this Agreement is confidential, proprietary information owned by the Airport. Except as specifically provided in this Agreement, Consultant shall not disclose data generated in the performance of the Service to any third person without the prior written consent of the Airport. The obligations of Consultant under this section shall survive the termination of this Agreement.

12. DESIGN RIGHTS

Consultant reserves the rights to use creative work developed in performance of the Service which are not selected for final use or approved by the Airport as Consultant deems appropriate.

13. INTELLECTUAL PROPERTY PROTECTION

Consultant will not obtain clearance or registration of intellectual property rights on behalf of the Airport, nor will it conduct an examination to determine the intellectual property rights of others. It is agreed that the Airport will utilize its own legal counsel in determining intellectual property rights of others as well as potential registration opportunities of executions developed for the Airport when and if necessary.



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14. INDEMNIFICATION AND INSURANCE

General Indemnity. Consultant shall indemnify, save, hold harmless, and defend the Airport, its officials, agents and employees, its successors and assigns, individually or collectively, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in any way by, resulting in any way from, or arising in any way out of the negligent acts, errors, or omissions of Consultant, its officers, employees, agents or representatives in performance of Scope of Services under this Agreement unless such injury or damage is occasioned by the negligence or willful misconduct of the Airport, its officers, employees, or agents.

Insurance. During the term of this Agreement, Consultant shall at a minimum maintain the following insurance coverage in a policy format and with an insurer or insurers reasonably acceptable to the Airport:

- 1) Worker's compensation liability insurance in the amount of and form required under South Dakota law;
- 2) General Liability Insurance with limits of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Consultant or its employees carrying out the work involved in this Agreement.
- 3) Professional Liability Insurance with limits of at least \$1,000,000 per occurrence covering all work performed by the Consultant, its employees, subconsultants, or independent subconsultants. If this coverage is written on claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the Airport certificates of insurance.

Except for worker's compensation liability insurance, all policies shall include the "City of Rapid City and the Rapid City Regional Airport Board, individually and collectively, and its representatives, officers, officials, employees, agents and volunteers" as additional insured. The amounts of said insurance shall not be deemed a limitation on Consultant's agreement to save and hold the Airport harmless to the extent required under this Agreement.

The aforesaid insurance amounts and types of insurance shall be reviewed from time to time by the Airport and may be adjusted by the Airport if the Airport reasonably determines such adjustments are necessary to protect the Airport's interests. Consultant shall furnish the Airport no later than thirty (30) days following the execution of this Agreement a certificate or certificates of insurance as evidence that such insurance is in force. The Airport reserves the right to require a certified copy of such certificates upon request. Consultant shall name the Airport (as notated above) as an additional insured on such



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insurance policy or policies to the extent of contractual liability assumed by Consultant under this Agreement. Said policies shall be issued by an insurance company reasonably satisfactory to the Airport and shall be in a form and content satisfactory to the Airport and shall provide for thirty (30) days written notice to the Airport prior to the cancellation of or any material change in such policies.

15. TERMINATION

This Agreement may be terminated by either party hereto upon thirty (30) days' written notice in the event of failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the Airport for its convenience or because the Project has been permanently abandoned, but only upon fourteen (14) days' written notice to Consultant. Consultant shall not include any costs or perform any billable services after receipt of the notice of termination.

In the event of termination, Consultant shall be compensated for all services performed and costs incurred up to the effective date of termination for which Consultant has not been previously compensated, plus termination expenses (all obligations reasonably contracted for in advance and subject to payment, i.e., leases or similar contracted expenses) reasonably incurred.

Upon receipt of notice of termination from the Airport, Consultant shall discontinue the Scope of Services unless otherwise directed by the Airport. Consultant shall complete and place all advertisements previously approved by the Airport unless otherwise instructed. All other rights and duties of the parties shall continue during such notice period with the Airport responsible to Consultant for payment of contract obligations incurred with third parties during this period.

If either Airport or Consultant desire to terminate all work in process commenced before the receipt of notice of termination, both party's written mutual consent is required. The parties shall mutually determine and agree in writing upon the amount of compensation to be received by Consultant for partially completed work.

Upon termination of this Agreement, Consultant shall assign the Airport all of its rights and contracts, agreements and arrangements, or other transactions made with third parties, effective on the termination date or on other such date as agreed by both parties. The Airport shall assume all obligations and hold Consultant harmless from all liability from that date forward. If any contract is non-assignable and consent to assignment is refused, or Consultant cannot obtain a release from its obligations, then, as to the unassigned or unreleased contracts only, Consultant shall continue performance and the Airport shall meet its obligations to Consultant as though the Agreement has not been terminated.

16. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement may not be assigned without the Consultant first obtaining the prior written approval of the Airport. All of the terms,



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covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties.

17. NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permitted assigns, in the enforcement of any condition, covenant, or article of this Agreement shall operate as a discharge of any such condition, covenant or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

18. NOTIFICATION

Any Notice shall be deemed to have been received (a) if deposited postage pre-paid in the United States mail, on the day of receipt, (b) if transmitted via email, on the day of such transmission, and (c) if personally delivered or if transmitted via Federal Express, United Postal Service, Express Mail or any commercial carrier, on the day of receipt. Notices shall be addressed as follows:

To the Airport:

Rapid City Regional Airport
Attn: Airport Director
4550 Terminal Road, #102
Rapid City, SD 57703-08706
patrick.dame@rcgov.org

To the Consultant:

With Copy to:

City Attorney's Office
Attn: Carla Cushman
300 Sixth Street
Rapid City, SD 57701
carla.cushman@rcgov.org

19. APPLICABLE AND COMPLIANCE WITH LAW

Consultant shall comply with all existing and subsequently enacted Federal, State of South Dakota, and local laws, ordinances, codes and regulations that are, or become applicable to this Agreement. This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7th Judicial Circuit, Pennington County.

20. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Airport and Consultant and supercedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Project.



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21. AUDIT/RECORDS

The Airport reserves the right to, at reasonable times, audit Consultant's books and records relative to the performance of Scope of Services under this Agreement. All records pertaining to this Agreement shall be kept on a generally accepted accounting basis for a period of three (3) years following termination of the Agreement.

22. EQUAL OPPORTUNITY CLAUSES

Civil Rights Act of 1964, Title VI-49 CFR part 21 during the performance of this Agreement, Consultant for itself, its assignees and successors in interest agree as follows:

- A. Compliance with Regulations. Consultant shall comply with regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (Regulations) which are herein incorporated by reference and made a part of this Agreement.
- B. Non-discrimination. Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, gender, age, national origin, or sexual orientation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers the program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, Including Procurements of Materials and Equipments. Install solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or suppliers shall be notified by Consultant of its obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, gender, color or national origin.
- D. Information and Reports. Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its book, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, and orders, and instruction. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the Commission of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Non-Compliance. In the event of Consultant's non-compliance with the non-provisions of the Agreement, the Airport shall impose such contract



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sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- withholding of payments to Consultant under the Agreement until Consultant complies; and/or
- cancellation, termination or suspension of the Agreement in whole or in part.

F. Incorporation of Provisions. Consultant shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the Airport or the FAA may direct as a means of enforcing such provisions including sanctions for non-discrimination provided, however, that in the event Consultant becomes involved in or is threatened with litigation with a subcontractor or a supplier as a result of such direction, Consultant may request the Airport to enter into such litigation to protect interest of the Airport and, in addition, Consultant may request the United States to enter into such litigation to protect the interest of the United States.

Disadvantage Business Enterprise Policy. It is the policy of the United States DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 and 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds and that a level playing field on which DBE's can compete is fairly created. Consequently, the DBE requirements of 49 CFR Part 26 and 49 CFR Part 23 may apply to this Agreement.

Airport and Airway Improvement Act of 1982, Section 520, General Civil Rights Provisions. Consultant assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no persons shall, on the grounds of race, creed, color, national origin, gender, age, or physical disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Consultant, its subcontractors, successors, or assignees for the period during which Federal assistance is extended to the Airport program except where Federal assistance is to provide, or is in the form of personal property or real property or an interest therein or structures for improvements thereon. In these cases, the provision obligates the Consultant, its subcontractors, successors and assigns for the longer of the following period:

- the period during which the property is being used by the Airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits, or
- the period during which the Airport sponsor or any transferee retains ownership or possession of the property.



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In the case of Consultants, this provision binds the Consultants from the bid solicitation period to the completion of the Agreement.

23. GOVERNMENTAL CERTIFICATION REQUIREMENTS

Trade Restriction Clause – 49 CFR Part 30. The Consultant and/or its subcontractors, by submission of an offer and/or execution of an Agreement, certifies that it:

- A. Is not owned or controlled by one (1) or more citizens of a foreign country included in the list of countries that discriminate against U.S. Consultants published by the Office of the United States Trade Representatives (USTR);
- B. Has not knowingly entered into any contract or subcontract for this Project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
- C. Has not procured any product or subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.1, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the Project, the FAA may direct through the Airport cancellation of the Agreement at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the Airport if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the FAA may direct through the Airport cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by



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this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Certification regarding debarment, suspension, ineligibility, and involuntary exclusions 49 CFR Part 29. Consultant certifies, by submission of this proposal or acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where Consultant or any lower tier participants is unable to certify to this statement, it shall attach an explanation to its solicitation/proposal.

24. DOCUMENTS INCORPORATED BY REFERENCE

The following attachments are incorporated in this Agreement in full text and become an integral part of the Agreement. In the event that changes to any exhibits are made by mutual written agreement which do not alter the provisions of this Agreement then said revised exhibits may be substituted herein without necessity for amendment.

- EXHIBIT A – REQUEST FOR PROPOSALS
- EXHIBIT B – SUCCESSFUL PROPOSAL

25. GENERAL PROVISIONS

- A. Headings. The headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- B. Effect of Invalid Provision. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- C. No Individual Liability. No member, commissioner, officer, agent, director, affiliate, parent company or employee of the Airport or Consultant shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.



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- D. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties.
- E. Savings. The parties acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel as necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against either party by reason of the preparation of this Agreement by such party.

IN WITNESS WHEREOF, this Agreement has been executed by the Airport and Consultant, effective from the day and year first written above.

AIRPORT:

By _____
Name Patrick Dame, CM
Title Airport Executive Director
Date _____

CONSULTANT:

By _____
Name _____
Title _____
Date _____

