FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY

REQUEST FOR PROPOSALS

Consulting Services for a
Terminal Area Concept Plan

Notice is hereby given that the Fort Wayne-Allen County Airport Authority is soliciting qualifications from experienced firms to provide consulting services to develop a Terminal Area Concept Plan for the Fort Wayne International Airport. A Terminal Area Concept Plan is needed to review current facilities and recommend improvements and expansions. The plan should also review access to the terminal, ground transportation facilities, and the aircraft ramp.

The Authority will receive submittals until 5:00 p.m. November 1, 2016. Request for Proposals (RFP) details may be obtained on the Authority’s website at https://fwairport.com/airport-business/solicitations-bidding/. Any issued addendums to this RFP will be also posted at this site. It will be the responsibility of interested firms to obtain any and all posted addendums.

Sealed qualifications should be submitted to the Fort Wayne-Allen County Airport Authority, Suite 209, 3801 W. Ferguson Road, Fort Wayne, Indiana 46809.

The Fort Wayne-Allen County Airport Authority reserves the right to reject any or all submittals received.

Joe Marana, A.A.E.
Director of Operations & Facilities

NOTE TO PUBLISHER OF FORT WAYNE NEWSPAPERS: Please run this advertisement twice in the Journal Gazette; once on October 10, 2016 and once on October 17, 2016.
REQUEST FOR Proposals
CONSULTING SERVICES FOR
TERMINAL AREA CONCEPT PLAN

I. Introduction

A. General Information

The Fort Wayne-Allen County Airport Authority (the Authority) is soliciting proposals from qualified firms to provide planning services for conceptual planning of terminal areas for the Fort Wayne International Airport in Fort Wayne, Indiana. Work must be in accordance with all applicable FAA regulations, Advisory Circulars, policies and procedures. Transportation Research Board guidelines will be addressed and used.

The Fort Wayne International Airport Terminal has evolved since its original construction in the 1950’s. The last major update was in 1992. The Authority believes that the passenger terminal needs to be updated and expanded. The Authority is not looking for alternative site locations for the terminal, and that will not be part of this study.

A Terminal Area Concept Plan is needed to review current facilities and recommend improvements and expansions. The plan should also review access to the terminal, ground transportation facilities, and the aircraft ramp.

The specific work will follow tasks negotiated as the scope of services prior to entering into a contract. The Authority intends to select a consulting firm with the capability to perform all identified tasks with the aid of any sub-consultants. The work will begin in early 2017. The consultant selected will manage all tasks undertaken.

The Authority has direct contact with the FAA for projects at the Fort Wayne International Airport. All consultant actions will be taken at the direction of the staff of the Authority. Direct contact by the consultant with the FAA for Airport planning must have prior authorization by Authority staff.

For your consulting services to be considered, an original and four (4) copies of a submittal must be received at the offices of the Fort Wayne-Allen County Airport Authority, Suite 209, 3801 W. Ferguson Road, Fort Wayne, IN 46809 by 5:00 p.m. eastern time on November 1st, 2016. Submittals must be sealed and clearly marked “Terminal Area Concept Plan.” All submittals received after the deadline will be returned unopened.

The Authority reserves the right to reject any and all proposals submitted.

Questions during the solicitation period may be directed to Joe Marana, Director of Operations & Facilities (260) 446-3426. Questions are due no later than October 24th, 2016. Any modification to this Request for Proposals will be issued by written
addendum and posted on the Authority’s website at www.fwairport.com, Solicitations & Bidding, Current Opportunities. It will be the responsibility of interested firms to download any posted addendums.

B. Scope of Work

The Authority anticipates that services detailed below will be required from the selected firm as part of the Terminal Area Concept Plan development. Your submittal should outline your firm’s approach to manage each area/deliverable to be covered by the services included in this request for proposals.

Your company’s proposed approach will need to include the following key components:

1. The Terminal Area Concept Plan must review the existing facilities, update forecasts, analyze demand and capacity, and identify alternates (except terminal site) for Fort Wayne International Airport. The Terminal Area Concept Plan must be prepared in conformance with FAA Advisory Circular 150/5070-6b Airport Master Plans. The Airport Cooperative Research Program particularly the Airport Passenger Terminal Planning and Design Guidebooks, Volumes 1 and 2, must be utilized by the consultant. The airport master plan must be utilized by the consultant.

2. The objective of the Terminal Area Concept Plan is to clearly explain and illustrate where proposed development will occur in the short, medium and long-term to meet future aviation demand. Included in the plan shall be an explanation of the development’s benefit, estimated order of magnitude, necessity and comparison to alternate concepts.

3. The Terminal Area Concept Plan must integrate and comprehensively address policies and actions for enhanced airfield safety and security and be flexible enough to respond to variable aviation demand as well as variation in local environmental, political and economic conditions. The plan must satisfy local, state and federal regulations. The plan boundries should not exceed those listed in Exhibit A.

4. Consultant will be required to work with and engage a citizen/adhoc committee for suggestions and information as it relates to the general public. The committee will be comprised of major tenants, Airport board member(s) and/or community leader(s).

5. Deliverables may include the following items as well as additional items added during the scoping process:
   a. Demand-based forecast for facility development
      i. FIS at the Terminal
      ii. In-line Baggage System
   b. Existing conditions/inventory with recommendations/expansion of existing structures, buildings, roadways, to include:
i. Restaurant/Concessions Locations
ii. Security Checkpoint
iii. Air Museum Location
iv. Administration/Operations Offices
v. Tenant Areas
c. Aviation forecast
d. Facility requirements including a Capital Improvement Plan (CIP) for the next twenty (20) years.
e. Environmental overview
f. Compatible land use section including collateral development around the airport
g. Environmental review of proposed development with respect to all projects included in the development plan addressing categorical exclusions or the need for further environmental reviews, assessments, etc.
h. Future location for terminal, parking, cargo and general aviation facilities
   i. Terminal Expansion
   ii. Jet Bridge Allignment and Capacity
   iii. Deicing Area
i. Evaluation of transportation and terminal access for each passenger in the facility requirements and conceptual plans.
   i. Ground Transportation (Taxi, Bus, TNC)
j. Evaluation of access to the terminal areas.
k. Evaluation of ancillary facilities (rental car facility, parking, etc) required to support the terminal areas (passenger, general aviation, cargo) in the facility requirements and conceptual plans.
   i. Consolidated Rental Car Facility
   ii. Covered Parking
l. Financial Feasibility Analysis
m. Executive Summary Report

Anticipated key milestone dates for the RFQ are as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Release</td>
<td>October 10, 2016</td>
</tr>
<tr>
<td>Questions Due</td>
<td>October 24, 2016</td>
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<tr>
<td>Proposals Due</td>
<td>November 1, 2016 @ 5:00 p.m. eastern</td>
</tr>
<tr>
<td>RFP Evaluation</td>
<td>November 2 to November 10, 2016</td>
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<tr>
<td>Notification of firms for Interviews (if required)</td>
<td>November 11, 2016</td>
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<tr>
<td>Interviews (if required)</td>
<td>December 5, 2016</td>
</tr>
<tr>
<td>Board Award</td>
<td>December 12, 2016</td>
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II. RFQ Evaluation Process of Submittals

A. Submittal Format
The Request for Qualifications that the vendor will submit shall contain, at a minimum, the following critical information:

1. A resume containing the qualifications of those individuals who will be specifically assigned to this project. Detail their areas of responsibility. Since the evaluation will be based on the qualifications that these individuals bring to your firm, it will be required that they perform the job functions indicated throughout the completion of this project unless a more qualified individual is approved by the Authority.

2. Airspace regulations and compatible land use designation requires a delicate balance and extensive understanding of federal, state, and local regulations and requirements as well as case law that may have impacted the ability and/or inability to designate land uses and to zone appropriately. Please describe your firm’s experience in researching these issues and how you have incorporated lessons learned throughout the process.

3. A listing and summary description of at least five (5-) similar projects that your firm has completed for other Airports and that involved local community, state, and federal involvement. Include, at a minimum, the following information:
   - The name and location of the airport and associated communities that were involved.
   - A summary of the scope of work that includes coordination efforts and participation levels of each entity involved in the project.
   - The name and contact information for a representative on this project who may be contacted to provide reference information concerning your company’s performance.
   - Any coordination with regulatory agencies regarding eligibility of projects for funding sources (AIP/PFC/etc)

4. Include a narrative of your firm’s proposed approach to complete the Scope of Work contained in Item B above. The more detail your firm provides in completing this section of your proposal response, the more the Authority evaluation team will be able to understand the effectiveness of the methods that your firm plans to use in the development of a Terminal Area Concept Plan. Provide details that addresses your firm’s understanding and ability to perform the planning and other tasks for Fort Wayne International Airport and the methodology the consultant proposes to use in the preparation of the tasks included in this request. Any deviations, conflicts with other work or schedule difficulties should be addressed in this section. Provide a project schedule with a start date in January 2017. If different individuals or sub-consultants are proposed for the various efforts, these must be identified. It is recognized that the period of the services and variations in the scope will require changes to be discussed with the contract negotiations or amendment thereof, however, the initial submittal must address the tasks described above in general terms. The consultants understanding of the issues involved with the work identified must be provided in the methodology presented. The use of substitute sub-consultants for the tasks identified by the consultant may be considered during contract finalization.

5. Information regarding your firm’s background and financial stability to include the following:
• General information regarding your company’s background.
• A statement indicating whether your firm has ever defaulted on a contract, been sued for failure to perform, or declared bankruptcy. If the answer is yes, provide clarification.

6. Price. Include your firm’s price lump sum not-to-exceed price for the services outlines in the Terminal Conceptual Plan. Provide a breakout for each of the deliverables outlined in I.B.5. above. Include a listing of your billing rates that you would propose in the events that there are changes to the scope of work.

B. Evaluation Process

The statement of qualification submittals will be evaluated and ranked on the basis of the written material submitted. Evaluation criteria will be related to the following:

<table>
<thead>
<tr>
<th>Weight:</th>
<th>Criteria:</th>
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<tbody>
<tr>
<td>30%</td>
<td>Proposed approach to implement the scope of services to be completed</td>
</tr>
<tr>
<td>30%</td>
<td>Price of contract with proposed deliverables</td>
</tr>
<tr>
<td>20%</td>
<td>Qualification of personnel assigned to this project</td>
</tr>
<tr>
<td>15%</td>
<td>Experience of firm with similar projects</td>
</tr>
<tr>
<td>5%</td>
<td>Company Background/Financial Stability</td>
</tr>
</tbody>
</table>

If required to determine the most qualified candidate, a short list of firms may be developed and oral presentations requested from selected companies as part of the evaluation process.

III. Terms and Conditions

A draft professional services agreement to be executed with the successful consultant is enclosed as Exhibit D. The specific scope of work for this project and the fees to cover these services will be incorporated as an exhibit to this agreement.

The laws of the State of Indiana require that the contents of the contract file, except for information that is classified as proprietary, be made available for public inspection after contract award. Proprietary information shall be submitted separately and clearly marked in a sealed envelope. The outside of the envelope shall be marked to indicate that it contains materials which are proprietary and are not to be disclosed. Data which may be designated as proprietary are trade secrets, manufacturing processes, and financial information not otherwise publicly available.

Unreasonable requests for confidentiality will not be honored. In addition, each request for confidentiality must be supported by a written explanation of each item declared proprietary and the reason for the request (i.e. why the item is considered a trade secret, a manufacturing process, or financial information not otherwise available.)
Exhibit A
THIS AGREEMENT made by and between the FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY (the "Owner") and _________ (the "Consultant");

WHEREAS, the Owner desires to secure Consulting services required for the project described by Addendums, attached hereto and made a part hereof; and,

WHEREAS, the Owner, based on a review of proposals submitted by interested Consulting firms, has selected the Consultant to perform those services; and,

WHEREAS, the Consultant desires to perform all the necessary professional services in connection with the Project,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Owner and Consultant agree as follows:

ARTICLE I. PROJECT.

(a) The Owner agrees to employ, and does hereby employ and engage the Consultant, pursuant to the terms and conditions in this Agreement, to perform for the Owner all necessary professional services incident to the Project, the scope of which services are specifically set out in Exhibit A, which is attached hereto and made a part hereof.

ARTICLE II. OWNER'S RESPONSIBILITIES.

The Owner further agrees as follows:

(a) To give the Consultant such information as is pertinent to the Project;

(b) To provide access to the real estate and/or facilities of the Owner as required by the Consultant, subject to reasonable notice and airport rules and regulations;
(c) To review all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Consultant to the Owner, and to timely respond, in writing, to the documentation submitted for review so as not to delay the work of the Consultant;

(d) Designate, in writing, that person who will act as Owner's representative with respect to the work to be performed by the Consultant pursuant to this Agreement;

(e) To give prompt, written notice to the Consultant whenever the Owner observes or otherwise becomes aware of any deviations from the scope of the Project;

(f) To obtain any necessary approvals or consents from those individuals, entities, authorities, or agencies having jurisdiction over or being necessary for completion of the Project; PROVIDED, HOWEVER, that the Consultant shall identify and advise the Owner, in writing, as to those individuals, entities, authorities, and agencies whose approval or consent may be required in order to complete the Project.

ARTICLE III. CONSULTANT’S RESPONSIBILITIES.

(a) Pursuant to the scope of work identified in Addendum(s), the Consultant shall:

(1) Prepare such drawings, plans, studies, reports, sketches, estimates, specifications, proposals, and other documentation as is necessary to satisfactorily complete the Project;

(2) Attend such Board meetings, conferences, or other meetings with or on behalf of the Owner and other individuals, entities, authorities, or agencies as may be required, in the judgment of the Owner, by the Project;

(3) Prepare and furnish such documentation as is required by the terms of the Project. Consultant shall be capable of providing on line services for the electronic transfer of Consulting documents between the Consultant’s project office and place of business. The Consultant shall provide sets of that documentation required for the Project for the Owner, and shall deliver to the Owner, upon
completion of the Project, in addition to any documentation specified in the Project(s) all record drawings for the Project.

Original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the contract, are instruments of service and generally will remain the property of the Consultant unless otherwise agreed to by both parties or covered by Addendum. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request.

(4) Comply with all known laws, orders, and regulations of any governmental authority relating to its work on the Project for the Owner, including, but not limited to, the rules and regulations adopted by the Owner and all rules and regulations of the Federal Aviation Administration (and specifically, without limitation, Federal Aviation Regulations Parts 1542 and 139). Any violation by the Consultant, its employees, suppliers, guests, business invitees, or agents of any rule or regulation that results in the assessment of a fine against the Owner by any authority or agency shall be paid by the Consultant to the Owner in an amount equal to the penalty assessed;

(5) Provide all vehicles and equipment as may be required by the Consultant for work in or around Fort Wayne International for Smith Field Airport, including, but not limited to, ground control radios.

(b) Attachments A & B contain certifications that must be completed and submitted by the Consultant along with this contract.

ARTICLE IV. TERMINATION OF CONTRACT

(a) The Owner may, by written notice, terminate this contract in whole or in part at any time, either for the Owner’s convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise)
and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Owner.

(b) If the termination is for the convenience of the Owner, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

(c) If the termination is due to failure to fulfill the Consultant’s obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the Owner for any additional cost occasioned to the Owner thereby.

(d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

(e) The rights and remedies of the Owner provided in this clause are in addition to other rights and remedies provided by law or under this contract.

 ARTICLE V. CONSULTANT’S COMPENSATION.

(a) The Owner, for and in consideration of the rendering of Consultant’s services on the Project agrees to compensate the Consultant, in accordance with the provisions set out by Exhibit B, attached hereto and made a part hereof. The Consultant may submit, no more frequently than monthly, claim detailing services performed in the format outlined in Exhibit B based on percentage of work complete. Such claims shall not exceed the compensation detailed in Exhibit B unless a written change order has been approved and signed. To the extent that the itemized claim submitted to Owner represents charges incurred by the Consultant from subcontracting firms, testing companies, or otherwise
the Consultant shall certify in a manner satisfactory to the Owner that such claims shall be paid by the Consultant in a timely manner.

(b) Consultant shall be reimbursed for out-of-pocket expenditures, including, but not limited to, the cost of all fees paid to governmental authorities or agencies, reproduction of contract documents and such travel and subsistence expenses in accordance with Exhibit B.

ARTICLE VI. INSURANCE.

Consultant agrees to procure and maintain, at its expense, workmen's compensation insurance and bodily injury liability insurance policies, with minimum limits of liability of not less than One Million Dollars ($1,000,000) for each claim arising out of bodily injury and not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injury including death, arising out of the same occurrence. Consultant shall also secure and maintain property damage liability insurance policies with minimum limits of not less than Five Million Dollars ($5,000,000) for all damages arising out of injury to or destruction of property during the policy period. Consultant shall also procure and maintain, at its expense, Consultant's errors and omissions insurance coverage with a minimum coverage of One Million Dollars ($1,000,000). Prior to the commencement of work on this Project, Consultant shall furnish to the Owner a Certificate of Insurance, evidencing the requisite coverages specified herein.

ARTICLE VII. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**ARTICLE VIII. Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the contractor under the contract until the contractor complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the
sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients,
sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**ARTICLE IX. SUCCESSORS AND ASSIGNS.**

The Owner and the Consultant each binds himself, his partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party in respect of all covenants of this Agreement. Neither the Owner
nor the Consultant shall assign, or transfer his interest in this Agreement without the written consent of the other; notwithstanding the foregoing, Consultant shall have complete authority and responsibility for all subcontractors that Consultant, in its sole discretion, deems necessary to complete the Project without consent of Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of __________, 20__.

______________________________

FORT WAYNE-ALLEN COUNTY
AIRPORT AUTHORITY

BY: __________________________

BY: __________________________

Scott D. Hinderman, A.A.E.

ITS: __________________________

ITS: Executive Director of Airports
ATTACHMENT A

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Consultant and duly authorized representative of the firm of whose address is __________________________ and that neither I nor the above firm I here represent has:

(a) 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 me or the above consultant) to solicit or secure this Contract,

(b) Agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any).

____(Date) __________________________
(Signature)
INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring the Fort Wayne-Allen County Airport Authority to require the following before renewing or entering into contracts for services:

This Declaration serves as notice that all Contractors performing services must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

By signing below, this affidavit becomes a part of and is incorporated into any contract for services that your firm currently has with the Fort Wayne-Allen County Airport Authority.

I, __________________________, a duly authorized agent of ____________________(name of Company), declare under penalties of perjury that __________________________(name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

________________________
(Name of Company)

By:________________________
(Authorized Representative of Company)

Subscribed and sworn to before me on this ___________day of ______________, 20___.

My Commission Expires: _________________

County of Residence: ___________________

________________________
Notary Public – Signature

________________________
Notary Public – Printed Name