

Reno-Tahoe Airport Authority (RTAA)



Reno-Tahoe
Airport
Authority

RFP #25/26-18

Board Administration, Operational &
Team Development Consulting Services



REQUEST FOR PROPOSALS

BOARD ADMINISTRATION, OPERATIONAL & TEAM DEVELOPMENT CONSULTING SERVICES

RFP #25/26-18

**PROPOSAL DUE DATE/TIME: THURSDAY, JULY 23, 2026
@ 2:00 PM [PDT]**

1. PURPOSE

The Reno-Tahoe Airport Authority (RTAA) has issued this Request for Proposals (RFP) with the sole purpose and intent of obtaining sealed proposals (Proposal) from qualified consulting firms (Respondents) to provide board administration, operational, and team development consulting services.

If awarded, a Professional Services Agreement (Agreement) will be effective on the date the Agreement is approved by the RTAA Board of Trustees, signed by all required parties, and filed with the Director of Contracts & Procurement.

As is more fully explained in [Section 12, Evaluation & Award Process](#), an award, if made, will be made to the best overall Respondent(s) whose Proposal is most advantageous to the RTAA, taking into consideration the evaluation criteria set forth in this RFP. The RTAA reserves the right to not award an Agreement for any work herein; issuance of this RFP does not guarantee any subsequent award. Furthermore, the RTAA reserves the right to hire any additional subject matter experts for specialty items, as needed, at its discretion. Additionally, the RTAA reserves the right to negotiate additional services and/or extend the duration of the Agreement with the selected Respondent(s), as the RTAA may deem necessary to fulfill the Project.

2. RTAA BACKGROUND

The RTAA is a quasi-municipal corporation created by the Nevada State Legislature which began operation on July 1, 1978. The act creating the RTAA provides that it will serve a public use and will facilitate safe and convenient air travel and transport to and from the Reno-Tahoe area. The nine-member Board of Trustees that governs the RTAA is appointed by local public entities. The RTAA is an independent entity that is not part of any other unit of local government and does not use local property or sales tax revenue to fund its operation.

The RTAA owns and operates the Reno-Tahoe International Airport (RNO) and the Reno-Stead Airport (RTS). Together, the RTAA's airports are powerful economic engines that have an estimated \$3.6 billion annual economic impact on the local economy and supports over 24,000 jobs.

According to the latest available Federal Aviation Administration (FAA) statistics, RNO is the 67th busiest commercial passenger airport in the nation (FAA Calendar Year 2024 Enplanement Data). RNO also has a vibrant general aviation community and is home to the Nevada Air National Guard. As defined by the FAA, RNO is a small hub Part 139 commercial service airport and serves over 4.9 million origination and destination (O&D) passengers annually. RNO is home to the following passenger air carriers: Alaska



Airlines, American Airlines, Delta Airlines, Frontier, jetBlue Airlines, JSX, Southwest Airlines, Sun Country Airlines, United Airlines, and Volaris. RNO also has substantial cargo activity with three major air cargo carriers: FedEx, DHL, and UPS.

RTS, located approximately 14 miles north of RNO, is a general aviation reliever airport with over 5,000 acres and approximately 200 based aircraft. RTS is an FAA Designated UAS test range and was the birthplace of the Lear Fan – a revolution in airplane design. Additionally, RTS has worked with the Bureau of Land Management (BLM) to be an air tanker firefighting facility and is also the site of military operations.

The RTAA operates and does its financial reporting on a Fiscal Year (FY) basis that begins on July 1st of each year and ends on June 30th of the following year. For example, FY25/26 represents the period of July 1, 2026 to June 30, 2027.

The background information provided in this section is intended only to give Prospective Respondents a brief familiarization with the RTAA and its airports. The information provided herein has been obtained from sources considered to be reliable. However, the RTAA and its Board of Trustees, officers, employees, agents, and contractors are not liable for the accuracy of the information or for its use by Respondents. Respondents must independently evaluate circumstances and conditions that may affect its response and its ability to provide the required services as detailed herein.

3. SCOPE OF SERVICES

The RTAA Board of Trustees is an appointed body currently navigating a period of significant organizational transition. Simultaneously, the RTAA is actively executing the MoreRNO capital program (the largest infrastructure investment in the airport’s history, representing nearly \$1 billion in facility improvements). Managing continuity in leadership and the Board’s dynamics is particularly important during this time.

The RTAA’s FY2024–2028 Strategic Plan identifies “People” as a core strategic priority, emphasizing the importance of building a strong organizational culture, investing in leadership development, and fostering collaborative and supportive working relationships across all levels of the organization. Delivering on that commitment begins with the Board of Trustees, who directly shape organizational tone, leadership stability, and the RTAA’s ability to execute the MoreRNO capital program with confidence. To support this priority, the RTAA seeks team-development services that strengthen trust among Trustees, enhance communication and Board–Staff relationships, build leadership capacity in a dynamic environment, and help the Board continue functioning as a cohesive, high-performing governing body. These services include confidential assessments, experiential training, and facilitated follow-up sessions to measure progress and reinforce improvements, all coordinated with the Board administration and operational work to ensure alignment and consistent messaging.

Additionally, the RTAA’s board administration and operational documents, including the Board Bylaws and the Code of Conduct, have not been updated in more than 18 years. The RTAA expects these documents to undergo more regular review and is open to incorporating best-practice recommendations to support their full revision and modernization as needed.

Deliverables should include, but are not limited to: a Board Administration and Operational Assessment Report; a Board Bylaws Review with recommendations and an updated Bylaws document prepared for



Board approval; an updated Code of Conduct policy (which may be incorporated into the updated Bylaws); Board Operating Procedures; a Trustee Onboarding Program; Board retreat facilitation; and a Final Recommendations Report and Roadmap.

The primary objective of this engagement is to enhance Board effectiveness, strengthen administration and operational practices, align leadership, and support a healthy organizational culture during a period of significant organizational change and major capital program delivery.

Important Notice Regarding Multi-Firm Engagements: The RTAA may award this Agreement to a single firm capable of providing both service areas, or to two separate firms (one for Board Administration and Operations Consulting Services and one for Team Development Consulting Services). Regardless of how the award is structured, both service areas are considered equally necessary and interdependent components of a single, unified engagement. If two separate firms are awarded, both firms will be required to work together in a cohesive, coordinated, and cooperative manner throughout the duration of the Agreement. Neither firm will be permitted to deliver its services in isolation. The RTAA expects both providers to maintain open communication, share relevant findings and assessments (subject to confidentiality requirements), align their approaches and messaging, and participate jointly in planning sessions, as directed by the RTAA. Respondents proposing only one service area must demonstrate in their Proposal how they will effectively collaborate with a co-provider and must confirm their willingness and capacity to do so.

The RTAA believes that engaging Board administration, operational, and team development services together will provide the greatest benefit and therefore seeks a consulting firm (or firms) to deliver these complementary service areas as outlined below.

Board Administration and Operations Consulting Services

- a) Provide guidance on Board administration and operations structures, roles, responsibilities, and best practices to strengthen the effectiveness of the appointed Board of Trustees.
- b) Review Board structure, bylaws, committees, and processes.
- c) Conduct a Board assessment through anonymous and confidential interviews and surveys of Trustees and senior Staff, designed to provide a clear picture of current administration and operational practices, highlight areas of shared priority, and understand how the Board's preferred ways of working can best be supported going forward.
- d) Facilitate meetings with Trustees and Staff, as needed, to present survey findings, discuss administration and operational principles, define deliverables, and other content aligned with goals.
- e) Clarify roles and responsibilities among the Board, CEO, Staff, and committees.
- f) Update key administration and operational policies such as operating protocols, codes of conduct, conflict of interest standards, communication protocols, Board roles, and Board-Staff guidelines for interaction.
- g) Create a structured onboarding process for new Trustees.
- h) Suggest improvements to meeting effectiveness and decision-making processes.
- i) Provide benchmarking tools against peer Airport Authorities.
- j) Provide guidance on Board oversight during major capital projects.
- k) Facilitate sensitive administration and operational conversations.
- l) Support policy drafting and defining of Trustee roles and duties.
- m) Provide insight and guidance to staff of key findings, to strengthen alignment between administration and operational practices and organizational operations.



Team Development Consulting Services

- a) Provide experiential training tailored to the RTAA Board of Trustees, which may include work to build trust, strengthen leadership in dynamic/evolving environments, elevate organizational culture, and/or build high performing governing teams, focusing on how Trustees can lead together, relate to one another, and function as a cohesive body to build trust among Trustees, strengthen communication and relationships between Trustees and Staff, and maintain stable organizational dynamics.
- b) Conduct confidential assessments designed to understand Trustees' perspectives, priorities, and opportunities for growth.
- c) Facilitate follow-up sessions, as needed, to measure progress, identify shifts in effectiveness, and provide recommendations.
- d) Facilitate one or more Board workshops, retreats or team development sessions focused on trust, communication, conflict management and effective Board administration and operations.
- e) These Services must be conducted in active coordination and collaboration with the Board Administration and Operations Consulting Services provider. If these services are provided by two separate firms, both firms are jointly responsible for ensuring alignment, consistent messaging, and a unified experience for the Board of Trustees and RTAA Staff. The RTAA expects both providers to function as a single, cohesive consulting team, regardless of the number of entities engaged.

4. MINIMUM QUALIFICATIONS

The RTAA, in its sole discretion, will determine if a Respondent is qualified and will base its decision on the information included in the Respondent's Proposal as well as on the RTAA's own investigations. The RTAA has established the following minimum qualifications that the Prospective Respondent(s) should meet in order to be considered a qualified Respondent.

- a. Respondents must have a minimum of four (4) years of experience providing board-administration and operational (board-governance) consulting services, team-development consulting services, or executive-leadership consulting services to public agencies, airport authorities, or similarly governed organizations, consistent with the Scope of Services in this RFP. Preference will be given to Respondents with demonstrated experience serving airport authorities.

5. RFP COMMUNICATIONS & INQUIRIES

Prospective Respondents must direct all communications regarding this RFP to the RTAA's Contracts & Procurement Department.

Katelyn Duggan, Senior Buyer
(775) 328-6673
kduggan@renoairport.com

All parties interested in this RFP must use the Nevada Government eMarketplace (NGEM) website: <https://nevada.ionwave.net/Login.aspx> to access the solicitation documents. Prospective Respondents must register with the NGEM Supplier system to view and download the solicitation documents, as well as to receive notification of future solicitations. Supplier registration profiles will be shared with all NGEM-participating government entities. It is solely the Supplier's and each individual user's responsibility to ensure their information is always up to date in NGEM.



Prior to submitting a Proposal, it is the responsibility of all Prospective Respondents to monitor NGEM for any addenda or changing information. The RTAA will not be held responsible for the timeliness or completeness of information provided by any third-party bid listing or re-selling service.

Communications from Prospective Respondents must strictly adhere to the following requirements. Except for inquiries directed through the authorized representative identified above, the RTAA, through its officers and employees, will neither meet nor otherwise communicate individually with Prospective Respondents. The RTAA may, at its sole discretion, disqualify any Respondent who fails to observe this requirement.

Beginning on the date this RFP is issued and until the date the Agreement is awarded or the RFP withdrawn, all persons or entities that respond to this RFP, including their authorized employees, agents, representatives, proposed partners, subcontractors, joint ventures, members, or any of their lobbyists or attorneys (collectively, the Respondent), will refrain from any direct or indirect contact with any employee, officer, or agent of the RTAA (other than the authorized representative above), including the Board of Trustees, MoreRNO program and ATR personnel, or members of the Evaluation Committee. This policy is intended to create a level playing field for all Respondents, ensure that agreements and contracts are awarded in public, and protect the integrity of the selection process.

So long as this RFP solicitation is not discussed, Respondents may continue to conduct ongoing business with the RTAA and discuss with RTAA staff matters and projects that are unrelated to this RFP.

6. SCHEDULE

All dates below are subject to change. Should dates change, the RTAA will notify Prospective Respondents via written addendum issued via NGEM. The RTAA is not responsible for costs or losses incurred by any Respondent due to date changes.

A Proposal may be withdrawn by written notice, provided such notice is received prior to the due date and time set forth for Proposal opening. The RTAA reserves the right to hold Proposals for 120 calendar days from the date of the opening before awarding or rejecting said Proposals.

EVENT	DATE
RFP Release via NGEM Website (refer to Section 5)	June 18, 2026
Written Questions Due to RTAA	July 6, 2026
RTAA Written Responses to Questions via Addendum Posted to NGEM Website (refer to Section 5)	July 13, 2026
Proposal Due Date & Time	Thursday, July 23, 2026 2:00 PM [PDT]
Issue Notice of Intent to Award to Successful Respondent(s)	August 17, 2026
Agreement Negotiation & Legal Review	August 17, 2026 through August 28, 2026



EVENT	DATE
RTAA Board of Trustees Meeting/Award Consideration	September 10, 2026
Notice to Unsuccessful Respondents	No later than September 10, 2026

7. PREPARATION OF THE PROPOSAL

All attachments, special instructions, and terms and conditions of the RFP must be carefully reviewed. Failure to do so may result in a Proposal being deemed non-responsive. Any discrepancies, irregularities, or lack of clarity in the RFP should be brought to the attention of the RTAA Contracts & Procurement Department for correction or clarification prior to the deadline for submission of questions, as specified in Section 6, Schedule.

Any addenda issued shall become an integral part of the RFP. Respondents shall be required to acknowledge receipt of any addenda by listing any issued addenda on the Acknowledgement of Receipt of Addenda form included in Attachment A – Respondent Certifications, signing, and returning with their Proposal. In the spaces provided, a duly authorized representative of the Respondent shall sign the Proposal in blue or black ink.

All Proposals shall be submitted in a form and manner as indicated in this RFP. Any Proposal that is not submitted in the form and manner indicated by this RFP or that contains information, statements, conditions, or qualifications that place conditions or qualifications on the Proposal for purposes of making an award, or that alters any terms, conditions, specifications, or format that had not previously been approved by written addendum issued by the RTAA’s Contracts & Procurement Department, or that does not meet legal requirements, may be declared a qualified, conditional, or non-responsive Proposal and may be rejected without further consideration. Any Proposal that does not fully respond to and comply with all the detailed terms, conditions, specifications, or any requests for information, including the execution of any resulting Agreement, may be declared non-responsive by the RTAA and rejected without further consideration. The RTAA shall not be responsible for errors or omissions of the Respondent.

The completed forms should be without interlineations, alterations, or erasures unless the signatory crosses out such errors, types or writes the correction(s) adjacent to the error, and initials the correction(s).

8. PROPOSAL REQUIREMENTS

Where applicable, Respondents shall submit required response forms as provided, with all items filled out, typed or written in blue or black ink, and signed by an authorized person. Proposals shall be submitted on 8 ½” x 11” pages, using a minimum 11-point font, single-spaced formatted, and must use page numbers. Fonts smaller than 11-point will be allowed for use in graphics; however, keep legibility in mind when making text size decisions. Tables are not exempt from the 11-point minimum font requirement. Proposals shall be indexed and clearly labeled in the same order as denoted in the guidance below.

A maximum of **25 pages** is permitted to fully address the Proposal requirements below. The following sections are excluded from the 25-page limit: **A, B, and H**. Tabbing pages for indexing purposes are not included in the page limitations. All Proposals and accompanying documentation will become the



property of the RTAA and will not be returned. See Section 22, Proprietary Information - Public Disclosure regarding matters of confidentiality.

Proposals are to address the items requested below in the order presented. Conformation with requirements and instructions, accuracy, completeness, legibility, and coherency of the Proposal will be taken into consideration in the evaluation process. Proposals must include the following:

A. Cover Page

B. Index Page

C. Cover Letter

- 1. Respondent Name.** Include the legal name of the entity.
- 2. Contact Person.** Clearly identify the single contact person with title, email address, mailing address, and phone number.
- 3. Conflicts.** Identify any real or perceived conflicts of interest that may be present should the RTAA contract with the entity.
- 4. Commitment to Perform.** Include a statement confirming an understanding of Section 3, Scope of Services and expressing an interest in performing the services, along with the team's qualifications and capabilities to do so.
- 5. Success Story.** Highlight a key recent success of the highest relevance to the RTAA and the requisite Scope of Services in terms of scope, scale, and objectives.
- 6. Signature.** A duly authorized officer, employee, or agent of the entity must sign the cover letter.

D. Respondent Overview

- 1. General Overview.** Provide a general overview of the entity, its core mission, the size of the entity (number of employees, locations, etc.), etc. If one entity is the Prime Consultant and another entity is the Subconsultant, identify those roles here, and provide a general overview of both entities involved in the Scope of Services.
- 2. Entity Background.** Summarize the entity's background, demonstrating longevity and financial stability. If multiple entities are involved in the Scope of Services, summarize each entity's background.
- 3. Airport Authority or Public Agency Experience.** Describe board administration and operational and team development experience specifically with Airport Authority or public agency clients. What specific services were provided and for what length of time? What challenges were the clients facing and what, if any, challenges did the Respondent's team face providing service? What outcomes and/or successes were achieved?

E. Assigned Team

- 1. Team Members.** Identify the assigned team members and provide a short professional biography of each person including their working title, qualifications, experience, expertise, the year hired by the entity, and any applicable degree(s), certificate(s), and/or license(s) held. Clearly indicate the role and responsibility of each assigned team member as it pertains to the scope of this RFP and why the team member is critical to the success of the overall assigned team.
- 2. Résumés.** Include a one-page résumé for each of the assigned team members.
- 3. Qualifications/Experience.** Specifically highlight work by the assigned team members within the last five (5) years that meets the minimum qualifications listed in Section 4, Minimum Qualifications and is relevant to the scope of services outlined in Section 3, Scope of Services.



4. **Approach.** Provide a detailed approach to the Services that the Respondent(s) would likely utilize to perform the services requested in Section 3, Scope of Services. How will the Respondent learn about the RTAA's current Board administration and operational structure, challenges, opportunities for growth, goals, etc. and incorporate the findings into the approach? What will the Respondent expect or require from RTAA Staff and Trustees during this process to ensure a successful partnership? If the Respondent is proposing only one of the two service areas described in Section 3, Respondent must also describe in detail how it intends to coordinate and collaborate with a co-provider delivering the other service area, including proposed communication protocols, joint planning processes, and how the Respondent will ensure alignment and consistent messaging with the other firm throughout the engagement.
5. **Proposed Schedule.** Provide a detailed schedule aligned with the services requested in Section 3, Scope of Services, assuming a Notice to Proceed date of September 21, 2026. The articulated schedule should be realistic in nature and align with the Respondent's resources and assigned team.

F. Cost of Services

1. **Detailed Cost Proposal.** Provide a detailed, not-to-exceed cost proposal, to include, at a minimum, pricing for each process in Section 3, Scope of Services. Each phase of the contract should have a clearly delineated cost. Each line item shall include all applicable expenses, including but not limited to, travel expenses, material production costs, etc. The RTAA reserves the right to select individual portions of or all the services priced.
2. **Separate Line Pricing.** Line-item pricing shall be included for additional services that the Respondent intends to offer as part of the comprehensive Proposal but are not specifically detailed in Section 3, Scope of Services.
3. **Hourly Rates.** Provide hourly rates for all assigned team members if the RTAA chooses additional services beyond those initially agreed to.

G. References

Provide at least four (4) applicable client references where key members of the assigned team provided similar services to those described in this RFP. At least three (3) of these references should be public entity clients and preferably Airport Authority clients. References must reflect services completed by key members of the assigned team. With each reference, include a short summary detailing how the services provided were challenging or problematic and why, and the outcome. *The RTAA may not be used as a reference.* For each of the references, provide the following:

- a. Entity name.
- b. Entity type (public, private, etc.).
- c. Entity size (number of employees).
- d. Brief description of the services and applications provided that are most relevant to this RFP. Reference which assigned team members were utilized to provide the services.
- e. Major challenge(s) and outcome.
- f. Point of contact (name, title, phone number, and email address).

H. Supplemental Information

1. **Attachment A. Attachment A – Respondent Certifications** must be completed in its entirety, signed by a duly authorized representative of the Respondent, and submitted as part of the Proposal.



2. **Exceptions.** Submit exceptions to any terms and conditions of the Professional Services Agreement and attachments, including insurance, in the space provided on page 7 of **Attachment A – Respondent Certifications**. Attach additional sheet(s) if necessary.

9. RECEIPT OF ADDENDA

All official clarifications or interpretations of the RFP documents will be by written addenda issued by the RTAA's Contracts & Procurement Department. Verbal clarifications provided during the RFP solicitation period will be considered unofficial. The RTAA shall not be held responsible for verbal interpretations. Only written responses to written questions will be considered official and will be incorporated as part of the RFP as an addendum. Written questions may be submitted directly to the authorized representative identified in **Section 5, RFP Communications & Inquiries** or via the NGEM website. Written questions must be received no later than the date published in **Section 6, Schedule**. Additionally, all interested parties are responsible for monitoring the NGEM website to ensure receipt of any addenda associated with this RFP. Respondents are solely responsible for checking the NGEM website for any addenda issued for this solicitation.

Respondents shall be required to acknowledge receipt of all addenda by signing the **Acknowledgement of Receipt of Addenda** form, found on page 8 of **Attachment A – Respondent Certifications**, in blue or black ink and including in their Proposal. Failure to acknowledge all addenda may be reason for disqualification of the submitted Proposal.

10. PROPOSAL DEADLINE & LOCATION

Proposals shall be submitted no later than the date and time stated in **Section 6, Schedule**. Respondents are required to submit their Proposal via the Nevada Government eMarketplace (NGEM) website: <https://nevada.ionwave.net/>. Respondents must upload documentation per the requirements noted in the RFP, or the web-based system will not allow the Respondent to finalize and submit their Proposal. Oral, telephonic, faxed, mailed, hand-delivered, or emailed Proposals are invalid and will not receive consideration.

Prospective Respondents must direct all questions and communication regarding this RFP, including questions and assistance using NGEM, to Katelyn Duggan (775) 328-6673 kduggan@renoairport.com. Help requests should be submitted with ample time to answer the question and/or address or troubleshoot the issue, or the help requests may not be able to be addressed by the Proposal due date/time. NGEM will not accept any submissions after the posted deadline date and time. Respondents assume and maintain full responsibility for the timely submission of their Proposal.

Late Proposals will not be accepted and will be automatically disqualified from further consideration. No Proposal shall be considered if it has not been received by the RTAA Contracts & Procurement Department via online portal submission on or before the deadline.

11. EVALUATION CRITERIA

The RTAA will evaluate Proposals based on the following criteria, exhibited below in no particular order:



EVALUATION CRITERIA

Experience & Qualifications:

- a. Minimum four (4) years' experience providing board administration and operational consulting services similar to the RTAA's Scope of Services, and more specifically, to Airport Authority clients.
- b. Technical competence and qualifications of assigned team; each member's specific role and responsibility as proposed for these services and the number of hours allocated to the services proposed; past experience and expertise in the areas for which each team member is proposed.
- c. Validated experience and qualifications providing similar services to those detailed in the RFP, as well as capacity and ability to provide the RTAA with the required services.
- d. Past performance, including quality of work and compliance with schedules, on contracts with Airport Authorities and/or other public agencies. (May be evaluated based on reference checks.)

Past Successes:

- a. Assigned team members who have a proven track record of recent successes in providing comparable and similarly scoped board administration and operational and/or team development consulting services for Airport Authorities and public agencies.
- b. Demonstrated experiences and proven strategies for successfully revising, revamping, or creating new administration and operational structures, policies, procedures, etc.

Proposal:

- a. Comprehensiveness and rationale of approach to services.
- b. Demonstrated understanding of the RTAA's needs and the services to be provided, to fully staff, manage, and satisfactorily complete the designated Scope of Services.
- c. Competitiveness and transparency of pricing terms for the options and fee arrangements in comparison to the proposed level of effort to be expended.
- d. Timeliness and speed with which the Respondent can complete the Scope of Services while ensuring a realistic schedule and the alignment of proper resources.
- e. Overall quality, accuracy, completeness, and coherency of the Proposal.
- f. For Respondents proposing only one of the two service areas: the clarity, feasibility, and demonstrated commitment of the Respondent's plan for coordinating and collaborating with a co-provider, including the Respondent's understanding that both service areas are necessary and interdependent components of the full Scope of Services.

12. EVALUATION & AWARD PROCESS

The RTAA shall not be obligated to accept any Proposal but will make an award in the best interests of the RTAA after all factors have been evaluated, per Nevada Revised Statutes (NRS) §332.065. Each Proposal will be reviewed by the Contracts & Procurement Department to determine if the Proposal is responsive to the RFP. Proposals deemed to be non-responsive may be rejected without being evaluated by the RTAA's Evaluation Committee. A responsive Proposal is one which has been signed and submitted by the specified deadline, includes all completed and signed forms of **Attachment A – Respondent Certifications**, has submitted required pricing information, and has provided all the information to be submitted as required by this RFP. Respondents who fail to comply with the required and/or desired elements of this RFP do so at their own risk.



The RTAA's Evaluation Committee shall review each Proposal and select the Respondent or Respondents who, in the Evaluation Committee's sole discretion, are the most qualified to undertake the Scope of Services based on the evaluation criteria in Section 11, Evaluation Criteria. The RTAA may request clarifications, if needed, and a Respondent may be required to submit to the RTAA additional or supplemental information to facilitate the selection process. A selection may be made based on the Proposal and initial evaluation criteria alone. Alternatively, Respondents determined to be the most qualified through the initial evaluation phase ("short-listed") may be invited to participate in interviews. If the RTAA elects to interview, each short-listed Respondent interviewed shall be represented by the assigned lead principal(s) and key team members as indicated in the Proposal. Any relevant information pertaining to the date and time allotment for interviews, location, and interview questions shall be provided later if deemed necessary. The RTAA, at its discretion, may conduct reference checks, additional interviews, or individual interviews with the assigned lead principal(s) to obtain additional information about the team. Evaluation of the short-listed Respondents will be based on a combination of reference checks and interviews. The decision as to the process, timing, and selection will be at the discretion of the RTAA.

The RTAA intends to select the Respondent(s) who represents the most qualified team with the most responsive Proposal based on the evaluation criteria in Section 11, Evaluation Criteria. The RTAA will begin the negotiation and award process with a Respondent based on the evaluated scores. The successful Respondent will be invited to enter negotiations with the RTAA once a Notice of Intent to Award has been issued. Should the RTAA be unable to negotiate a satisfactory Agreement with the Respondent considered to be the most qualified, negotiations may terminate and the RTAA may begin negotiations with the second-most qualified Respondent, and so on. Should the RTAA be unable to negotiate a satisfactory Agreement with any of the short-listed Respondents, the RTAA shall select additional Respondents in the order of their competence and qualification and continue negotiations in accordance with this section until an Agreement is reached or Proposals are resolicited from additional Respondents. Provided that the RTAA negotiates a satisfactory Agreement with the successful Respondent, the final decision on the Agreement award is subject to the approval of the RTAA Board of Trustees.

Additionally, the RTAA reserves the right to negotiate all elements of any Agreement, terms and conditions, and/or Scope of Services as part of the negotiation process, prior to any formal authorization of the Agreement by the RTAA. If awarded an Agreement to provide these services, the Agreement will be effective on the date approved by the RTAA Board of Trustees, signed by all required parties, and filed with the Contracts & Procurement Department.

13. REJECTION OF PROPOSALS & INCURRED COSTS

Proposals which appear unrealistic in terms of technical or personnel commitments, lack technical competence, or are indicative of failure to comprehend the complexity and demands of the Scope of Services, may be rejected. Additionally, a Proposal may be rejected if it is determined by the RTAA to be non-responsive, provided that the RTAA reserves the right to waive any irregularities or technicalities that it determines, in its sole discretion, to be minor in nature and in the best interest of the RTAA to waive. Further, any response may be rejected if it is determined by the RTAA that the Respondent failed to provide information requested relating to such determination. The RTAA reserves the right to reject any or all Proposals on any basis without disclosing the reason.

This RFP does not obligate the RTAA to pay any costs incurred by the Respondent in the preparation and submission of their Proposal, or any subsequent interviews for short-listed Respondents. Furthermore,



this RFP does not obligate the RTAA to accept or contract for any expressed or implied services. No party may incur any chargeable costs prior to the execution of a negotiated Agreement.

14. APPEAL BY UNSUCCESSFUL RESPONDENTS

Prior to award by the RTAA, any unsuccessful Respondent may appeal a recommended award. Only those Respondents that submit a responsive Proposal may submit an appeal. The RTAA's determination that a Proposal is non-responsive is not subject to appeal or reconsideration.

The appellant must:

- a. Submit a written appeal to the RTAA's Director of Contracts & Procurement not later than ten (10) business days after the RTAA sends notice of non-selection to unsuccessful Respondents.
- b. The written Notice of Appeal must include a statement setting forth the specific reason(s) the person filing the notice believes the applicable provisions of law were violated.
- c. Post, with the written Appeal, a Bond with a good and solvent surety authorized to do business in the State of Nevada or submit another security, in a form approved by the RTAA, who shall hold the Bond or other security until a determination is made on the Appeal.
- d. Post the Bond or other security with the Notice of Appeal in an amount equal to the lesser of twenty-five percent (25%) of the total value of the Proposal submitted by the person filing the appeal, or two hundred fifty thousand dollars (\$250,000).

A Notice of Appeal filed in accordance with the provisions herein operates as a stay of action in relation to the award of any Agreement until a determination is made on the Appeal by the RTAA. A person who submits an unsuccessful Proposal may not seek any type of judicial intervention until the RTAA has made a determination on the Appeal and awarded the Agreement.

The RTAA is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a person who submits a Proposal, whether the person files a Notice of Appeal pursuant to this section or not. If an Appeal is granted, the full amount of the posted Bond will be returned to the appellant. If the Appeal is denied or not upheld, the RTAA may make a claim against the Bond or other security in an amount equal to the expenses incurred by the RTAA because of the unsuccessful Appeal. Any money remaining after the claim has been satisfied will be returned to the appellant.

15. SUBSTITUTION OF ASSIGNED TEAM MEMBERS

The selected Respondent shall be required to obtain written approval from the RTAA for substitution of an assigned team member as identified in the Proposal. The selected Respondent shall not request a substitution of an assigned team member as identified in the Proposal unless the assigned team member whose résumé was submitted as part of the Proposal is no longer employed by the Respondent or is unavailable for medical reasons.

16. BOYCOTT OF ISRAEL

The RTAA is prohibited from entering a Contract with an entity unless the Contract includes a written certification that the entity is not currently engaged in and agrees for the duration of the Contract not to engage in, a boycott of Israel. The Contract and any subcontracts that result from this solicitation hereby acknowledge this confirmation through execution of any resulting Contract.



“Boycott of Israel” means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with, or performing any other action that is intended to limit commercial relations with a) Israel, or b) a person or entity doing business in Israel or in the territories controlled by Israel, if such an action is taken in a manner that discriminates based on nationality, national origin, or religion.

17. REQUIRED CONTRACT PROVISIONS

There are specific Agreement provisions that are required by the Federal Aviation Administration (FAA) pursuant to “*Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects*” as issued by the FAA on March 17, 2026. The selected Respondent (including all subconsultants and/or subcontractors) shall be required to incorporate any mandatory text of the provisions, without change, except where specific adaptive input is necessary (e.g., the Respondent’s name), in each primary and lower-tier Agreement (e.g., subcontract), purchase order, rental agreement, and any other agreement for supplies or services, as well as incorporate discretionary text on certain applicable provisions. The applicable provisions will be provided to Respondents during negotiations and are dependent upon the submitted Proposal and the resulting negotiations. The selected Respondent will be responsible for compliance with these provisions by any subcontractor, subconsultant, lower-tier subconsultant, or service provider.

18. COMPLIANCE WITH LAWS & REGULATIONS

The Respondent ultimately awarded an Agreement shall comply with Federal, State, and local laws, statutes, and ordinances relative to the execution of the work.

19. CONFLICTS OF INTEREST

Respondent shall note all relationships that might be a conflict of interest and shall include such information with their Proposal. For further reference, see also NRS §281A.400, NRS §332.800, and NRS §338.1423. Additionally, review Article 7.1–Interest of Consultant of **Attachment B – Sample Professional Services Agreement**.

20. NON-COLLUSION

Through submittal and signature of a Proposal, the Respondent swears that the document is genuine and not a sham or collusive and not made in the interest of any person not named, and that the Respondent has not induced or solicited others to submit a sham offer, or to refrain from proposing.

21. INSURANCE REQUIREMENTS

The successful Respondent shall maintain insurance that is adequate to protect the Respondent’s business against all applicable risks, as set forth in **Attachment B – Sample Professional Services Agreement**. The document specifies the minimum insurance requirements as established by the RTAA for the services described in this RFP and shall be incorporated and made a part of any resulting Agreement. The cost of any required insurance coverage shall be borne by the Respondent. Please review all insurance requirements prior to submitting a Proposal.

22. PROPRIETARY INFORMATION - PUBLIC DISCLOSURE

All documents submitted as part of the Proposal will be deemed confidential during the evaluation process. Proposals will not be available for review by anyone other than the Evaluation Committee, or its designated agents, prior to award of the Agreement. Further, negotiations with the Respondent



recommended for award shall be confidential and not subject to disclosure to competing Respondents unless and until award of the Agreement has been recommended, or unless required to do so by law (refer to NRS §332.061).

However, as a potential vendor with a public entity, Respondents are advised that full disclosure is required by law. Under Nevada State law, the RTAA cannot prevent the disclosure of public documents. By execution of the signature pages, as further referenced in **Attachment A – Respondent Certifications**, the Respondent warrants and represents that all public information in response to this RFP may be fully disclosed by the RTAA without liability, without prior notice to the Respondent, and without prior consent from the Respondent or any of the Respondent’s subconsultants, once the Respondent has been recommended for the award of an Agreement.

Respondents acknowledge that all documents (including, but not limited to written, printed, graphic, electronic, photographic, or voicemail materials and/or transcriptions, recordings, or reproductions thereof) submitted in response to this RFP and not marked as “Confidential” will become public record upon award of Agreement, and will be subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law. Respondents’ failure to clearly mark trade secrets and/or proprietary information as “Confidential” shall constitute a complete waiver of all claims for damages caused by the release of the information by the RTAA.

Respondents may designate certain information deemed to be confidential in its Proposal. Nevada law, as set forth in NRS §332.025, defines “proprietary information” as:

- a. Any trade secret or confidential business information that is contained in a proposal submitted to a governing body or its authorized representative on a particular contract; or
- b. Any other trade secret or confidential business information submitted to a governing body or its authorized representative by a consultant and designated as proprietary by the governing body or its authorized representative.

As used in this subsection, “confidential business information” means any information relating to the amount or source of any income, profits, losses, or expenditures of a person, including data relating to the customers of a Respondent which is submitted in support of a Proposal.

Further, parts of the Proposal may be labeled a “trade secret,” as set forth in NRS §600A.030(5), which defines “trade secret” as:

- a. Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction, or code that:
 - i. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other persons who can obtain commercial or economic value from its disclosure or use; and
 - ii. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- b. Does not include any information that a manufacturer is required to report pursuant to NRS 439B.635 or 439B.640, information that a pharmaceutical sales representative is required to report pursuant to NRS 439B.660, information that a pharmacy benefit manager is required to report pursuant to NRS 439B.645, or information that a wholesaler is required to report pursuant to NRS 439B.642, to the extent that such information is required to be disclosed by those sections.



The Respondent must clearly identify in its Proposal any information that it believes constitutes proprietary information or trade secret within the above definitions. Each page or section of a Proposal claimed to be exempt from disclosure must be identified and must be clearly identified by the word “Confidential” printed on the lower righthand corner of the page. **Marking the entire Proposal exempt from disclosure or as “Confidential” will not be honored. Not conforming to these requirements may cause the Respondent’s Proposal to be deemed non-compliant and rejected by the RTAA as non-responsive.** The term “Confidential” never applies to the amount of a Bid or Proposal submitted to the RTAA.

The Respondent must be reasonable and in compliance with Nevada State law in designating information as Confidential. It is the Respondent’s responsibility to act in protection of the labeled information and agrees to defend and indemnify the RTAA for honoring such designation.

23. INTEGRATION

This document and all associated attachments incorporated herein constitute the entire RFP.

- Attachment A – Respondent Certifications**
- Attachment B – Sample Professional Services Agreement**

ADDITIONAL PAGES FOLLOW IN THE FORM OF ATTACHMENTS AND EXHIBITS.



ATTACHMENT A RESPONDENT CERTIFICATIONS

Respondent must fill out ALL forms and submit entire package as directed.

1. Respondent's Certification [A]
2. Respondent's Certification [B]
3. Confidentiality & Certification of Indemnification
4. Disclosure of Ownership/Principals
5. Exceptions
6. Acknowledgement of Receipt of Addenda



1. RESPONDENT'S CERTIFICATION [A]

The Entity listed below has carefully examined the Reno-Tahoe Airport Authority's **RFP #25/26-18** that includes Scope of Services, requirements for submission, general information, and the evaluation and award process.

The Entity hereby proposes to provide the services requested in this solicitation. The Entity agrees that the RTAA's terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the response and agrees to abide by all conditions of this document.

The authorized representative listed below hereby certifies that all information contained in the response is truthful to the best of their knowledge and belief. As a representative of the Entity, they further certify that they are duly authorized to submit this response on behalf of the Entity as its agent and that the Entity is ready, willing, and able to perform if awarded an Agreement.

The authorized representative further certifies that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person or entity submitting a response for the same service, nor with an officer, employee, or agent of the RTAA or any other entity who is interested in said Agreement, and that the undersigned executed this Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

The authorized representative further certifies that this Entity can obtain and fulfill the insurance requirements of this RFP. In compliance with this RFP and subject to all the terms and conditions thereof, the undersigned offers and agrees that this response is accepted to furnish all services described herein at a price to be negotiated.

Entity Name _____	Signature _____
Address _____	Print Name _____
City _____	Title _____
State _____ Zip Code _____	Date _____
Telephone _____	
Email _____	
Federal Tax ID # _____	

RFP Disclosure: How were you first made aware of this solicitation opportunity?

- | | | |
|---------------------------------------|---|---|
| <input type="checkbox"/> RTAA website | <input type="checkbox"/> RGJ Legal Ad (newspaper) | <input type="checkbox"/> ACI-NA website |
| <input type="checkbox"/> NGEM website | <input type="checkbox"/> SWAAAE website | <input type="checkbox"/> Other |

Minority Status: Has the Entity been certified as a minority-owned, woman-owned, or disadvantaged business enterprise (DBE) by any government agency? Yes No If yes, please specify the government agency and date of certification: _____

The above question is for information only. The RTAA encourages minority business participation; however, no preferences shall be given.



2. RESPONDENT'S CERTIFICATION [B]

Respondent must select the appropriate box for each question. Respondent must not leave any item unanswered.

- 1) YES NO Has the Respondent breached any contracts with a public agency or person in the State of Nevada or any other state during the five (5) years immediately preceding the date of this RFP?
- 2) YES NO Has the Respondent been disqualified from being awarded a contract by any governing body in the State of Nevada?
- 3) YES NO Has the Respondent been convicted of a violation for discrimination in employment during the two (2) years immediately preceding the date of this RFP?
- 4) YES NO Has the Respondent, during the five (5) years immediately preceding the date of this RFP, filed as a debtor under the provisions of the United States Bankruptcy Code?
- 5) YES NO Has the Respondent, during the five (5) years immediately preceding the date of this RFP, as a result of causes within the control of the Respondent or a subcontractor or supplier of the Respondent, failed to perform any contract:
 - a. In the manner specified by the contract and any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative; or
 - b. Within the time specified by the contract unless extended by the person or governmental entity that awarded the contract or its authorized representative; or
 - c. For the amount of money specified in the contract or as modified by any change orders initiated or approved by the person or governmental entity that awarded the contract or its authorized representative?

If the Respondent has affirmatively checked "YES" to any of the above questions, please provide additional information for each item marked "YES." Attach additional sheet(s) if necessary.

Entity Name

Signature

Print Name

Date



3. CONFIDENTIALITY & CERTIFICATION OF INDEMNIFICATION

Submitted Proposals, which are marked “Confidential” in their entirety, or those in which a significant portion of the submitted Proposal is marked “Confidential” **will not** be accepted by the RTAA. Only items that qualify as “proprietary information,” as defined in NRS §332.025, or “trade secret,” as defined in NRS §600A.030(5), may be labeled as “Confidential.” All Proposals are confidential until the Agreement is recommended for award, at which time, both successful and unsuccessful Respondents’ Proposals become public information.

The RTAA will not be responsible for any information contained within the Proposal. Should a Respondent not comply with the labeling requirements, its Proposal will be released as submitted.

By signing below, I understand it is my responsibility as the Respondent to act in protection of the labeled information and agree to defend and indemnify the RTAA for honoring such designation. I duly realize that failure to so act will constitute a complete waiver, and all submitted information will become public information. Additionally, failure to label any information as “Confidential” that is released by the RTAA shall constitute a complete waiver of all claims for damages caused by the release of the information.

By signing below, I understand that marking the entire Proposal exempt from disclosure or as “Confidential” will not be honored. Not conforming to these requirements may cause the Proposal to be deemed non-compliant and rejected by the RTAA as non-responsive. I understand that the term “Confidential” does not include the amount of an Agreement negotiated with the RTAA.

Please initial the appropriate response in the boxes below. Provide the justification for confidential status and include reference to appropriate page(s).

Confidential Business Information			
YES		NO	
Justification for Confidential Status			



CONFIDENTIALITY & CERTIFICATION OF INDEMNIFICATION (continued)

Confidential Trade Secret			
YES		NO	
Justification for Confidential Status			

Entity Name

Signature

Print Name

Date



5. EXCEPTIONS

EXCEPTIONS: Does the Respondent take exception to any of the terms or conditions of this RFP and attachments hereto? YES NO If yes, please indicate the specific nature of the exception(s) or clarification(s) in the space provided below. Attach additional sheet(s) if necessary.

List exceptions here:



6. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Respondent must acknowledge receipt of all addenda posted to the Nevada Government eMarketplace (NGEM) website: <https://nevada.ionwave.net/Login.aspx>. Attach additional sheet(s) if necessary. If there have been no addenda posted to NGEM, please mark "N/A."

It is solely the Respondent's responsibility to check the NGEM website for addenda issued for this RFP.

Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____

This Proposal is presented to the Reno-Tahoe Airport Authority by:

Entity Name: _____

Address: _____

Phone: _____

Email: _____

Signature (black or blue ink): _____

Print Name: _____

Title: _____

Date: _____



ATTACHMENT B
SAMPLE PROFESSIONAL SERVICES AGREEMENT



Professional Services Agreement

This Agreement (the **Agreement**) made and entered into as of this [] day of [], 2026, is by and between the **RENO-TAHOE AIRPORT AUTHORITY** (the **RTAA**), a quasi-municipal corporation of the State of Nevada, and **[CONSULTANT/ENTITY NAME]** (the **Consultant**), individually as a Party (the **Party**) and collectively as the Parties (the **Parties**),

FOR THE PURPOSE OF providing the following professional services:

PROJECT: BOARD ADMINISTRATION, OPERATION & TEAM DEVELOPMENT CONSULTING SERVICES
LOCATION: RENO-TAHOE AIRPORT AUTHORITY
RENO, NEVADA 89502

AND THE PARTIES DO HEREBY, mutually agree as follows:

ARTICLE 1 – CONSULTANT’S SERVICES AND RESPONSIBILITIES

1.1 Engagement of the Consultant

RTAA hereby agrees to engage the Consultant to perform the technical and professional services necessary, as part of the Project, subject to the terms and conditions of the Scope of Work to be mutually agreed to by the Parties (the **Services**).

1.2 Scope of Work

Consultant shall do, perform, and carry out the Services and produce the Project as more fully outlined in Exhibit A – Scope of Work and subject to RFP #25/26-18 which is incorporated in the Scope of Work by reference hereto]. If the terms, provisions, conditions, specifications, or requirements contained in the Scope of Work should conflict with those in this Agreement, then this Agreement prevails.

1.3 Notice to Proceed

RTAA’s Contracts & Procurement Department shall cause issuance of a written Notice to Proceed upon satisfactory evidence that all licensing and insurance requirements have been met. Any Services performed by Consultant prior to the issuance of the Notice to Proceed shall be at Consultant’s own risk. RTAA shall not be liable for claims of Services performed until the official Notice to Proceed has been issued.

1.4 Time of Performance

The Project shall be completed by no later than **[Date]**. Further, at the sole discretion of the RTAA, additional terms may extend this Agreement. If extended, each consecutive time of performance (Article 1.4), compensation (Article 2.1), and Scope of Work (Exhibit



A) will be separately approved by both Parties in writing and incorporated as an additional exhibit to this Agreement.

1.5 Responsibility of the Consultant

RTAA has contracted with Consultant for the Project and RTAA has relied upon Consultant's knowledge and skills in completing the Project. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all Services provided by the Consultant or its subconsultants under this Agreement. All Services shall be performed in a workmanlike manner using the degree of skill, efficiency, and knowledge that is possessed by those of ordinary skill, competency, and standing in the particular trade for which Consultant is employed. Without limiting Consultant's liability, Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Project.

Consultant and its subconsultants shall perform the Project required hereunder in conformance to and consistent with standards generally recognized as being employed by others performing this type of work and services. Acceptance of Consultant's Services and equipment by the RTAA shall not operate as a waiver of the rights granted the RTAA herein.

1.6 Responsibility of the RTAA

RTAA shall cooperate with the Consultant by making a diligent effort to provide all relevant items, if available, reasonably necessary for the Consultant to be able to provide its Services, including but not limited to previous studies, plans, drawings; legal, accounting, and insurance information required for various projects; necessary permits and approval of governmental authorities or other individuals; issuance of public notices, and providing locations and minutes for all meetings.

1.7 Licenses

Consultant and all subconsultants shall be required to obtain appropriate State and City business licenses prior to performance of the Project. It is the responsibility of the Consultant and its subconsultants to determine applicability of licensing requirements.

Business License(s) Number, Effective Dates, and Jurisdiction:

State of Nevada: [License Number] expires [Date]

City of Reno: [License Number] expires [Date]

1.8 N/A



ARTICLE 2 – COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation

It is expressly understood and agreed that the total compensation to be paid to the Consultant for Services under this Agreement shall be based on time and materials expended, not to exceed, in the amount of [Written Amount] (\$[Numerical Amount]).

The above not-to-exceed sum includes all expenses and shall constitute full and complete compensation for the Consultant's Services.

2.2 Method of Payment

The RTAA shall pay Consultant no more than the amounts set out in Article 2.1 above. Payments will be made at monthly intervals subject to receipt of invoices from Consultant, specifying that he/she has performed the Services and is entitled to the amount requisitioned under the terms of this Agreement.

2.3 Consultant's Responsibilities for Compensation

Consultant shall prepare monthly invoices and progress reports that clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed unless otherwise agreed to by the RTAA in writing.

Consultant shall maintain time and expense records showing all work performed and materials supplied pursuant to the Project. Consultant shall submit to the RTAA its invoice(s) for the Services for which payment is sought. Each invoice shall contain a brief description of the hours and type of work performed, the fee being charged in accordance with Exhibit A – Scope of Work, and any supplies or materials provided.

Requests for payment for Consultant's subconsultants shall be submitted and attached to Consultant's invoices following verification by Consultant and must conform to the requirements of this paragraph. RTAA shall make payment for such Services to the Consultant, as nothing herein shall create any contractual relationship between the RTAA and any subconsultant(s) of the Consultant.

2.4 RTAA Responsibilities for Compensation

RTAA agrees to pay Consultant's invoices net thirty (30) days from the date of receipt of the invoice from Consultant. It is expressly understood that RTAA has the right to withhold payment on any invoice if Consultant has not performed the requisitioned Services in a satisfactory manner. If RTAA does decide to withhold payments to Consultant for any reason, RTAA must provide written notifications and an explanation to the Consultant within ten (10) days of the date of the invoice.



2.5 Prompt Payment

Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Consultant receives from the RTAA. Consultant agrees further to return retainage payments to each subconsultant within ten (10) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the RTAA. This clause applies to both DBE and non-DBE subconsultants.

ARTICLE 3 – CHANGES TO THE SCOPE OF WORK

RTAA may from time to time, and by written amendment, make changes in the Services to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's cost or time required for performance of any Services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim from the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date or receipt by the Consultant of the notification of change. All changes to the Scope of Work shall be submitted on an "Amendment to Professional Services Agreement" form as provided by the RTAA and signed by both Parties.

No Services for which an additional cost or fee will be charged by the Consultant shall be furnished without the prior written authorization of the RTAA.

For purposes of this Agreement, "additional services" means services not identified in **Exhibit A – Scope of Work**, but that relate to the Services being performed in connection with the Project. Consultant shall perform additional services only upon the written request of RTAA. The fee for any additional services required by the RTAA will be based upon actual hours and expenses incurred by the Consultant.

ARTICLE 4 – SUSPENSION OF SERVICES

RTAA may order the Consultant, in writing, to suspend all or any part of the Project for such period of time as the RTAA may determine to be appropriate for the convenience of the RTAA.

If the performance of all or a part of the Project is, for any unreasonable period of time, suspended or delayed by an act of the RTAA in the administration of this Agreement, or by the RTAA's failure to act within the time specified in the Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or delay, and the Agreement will be modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent: (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant; or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.



ARTICLE 5 – BREACH OF AGREEMENT TERMS

Any violation or breach of terms of this Agreement on the part of the Consultant or its subconsultants may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement.

RTAA will provide Consultant with written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the Agreement. The RTAA reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the RTAA elects to terminate the Agreement. The RTAA's notice will identify a specific date by which the Consultant must correct the breach. The RTAA may proceed with termination of the Agreement if the Consultant fails to correct the breach by the deadline indicated in the RTAA's notice.

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

ARTICLE 6 – TERMINATION OF THE AGREEMENT

Consultant will include Articles 6.1 and 6.2 in every subcontract associated with the Project.

6.1 Termination of the Agreement for Convenience

The RTAA may, with thirty (30) days' written notice to the Consultant, terminate this Agreement for the RTAA's convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the RTAA, the Consultant must immediately discontinue the Services.

Upon termination of the Agreement, Consultant must deliver to the RTAA all data, drawings, specifications, reports, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

The RTAA agrees to compensate Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit from non-performed Services.

6.2 Termination of the Agreement for Cause

Either Party may terminate this Agreement for cause if the other Party fails to fulfill its obligations that are essential to the completion of the Services per the terms and conditions of the Agreement. The Party initiating the termination action must allow the breaching Party an opportunity to dispute or cure the breach.



The terminating Party must provide the breaching Party seven (7) days' advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action if the breach is not cured. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

(a) Termination by the RTAA:

RTAA may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the Services within the time specified in this Agreement or by RTAA approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Work;
or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Work.

Upon receipt of the notice of termination, Consultant must immediately discontinue all Services affected unless the notice directs otherwise. Upon termination of the Agreement, Consultant must deliver to the RTAA all data, drawings, specifications, reports, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

RTAA agrees to compensate Consultant for satisfactory work completed up through the date Consultant receives the termination notice. Compensation will not include anticipated profit from non-performed Services.

If, after finalization of the termination action, RTAA determines the Consultant was not in default of the Agreement, the rights and obligations of the Parties shall be the same as if the RTAA issued the termination for the convenience of the RTAA.

(b) Termination by Consultant:

Consultant may terminate this Agreement in whole or in part, if the RTAA:

1. Defaults on its material obligations under this Agreement; or
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement.

Upon receipt of a notice of termination from the Consultant, RTAA agrees to cooperate with Consultant for the purpose of terminating the Agreement or portion thereof, by mutual consent. If RTAA and Consultant cannot reach mutual agreement on the termination settlement, Consultant may, without prejudice to any rights and remedies it



may have, proceed with terminating all or parts of this Agreement based upon the RTAA's breach of the Agreement.

In the event of termination due to RTAA breach, Consultant is entitled to invoice the RTAA and to receive payment for all Services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action.

ARTICLE 7 – INTERESTS AND BENEFITS

7.1 Interest of Consultant

Consultant covenants that he/she presently has no interest, direct or indirect, which would materially conflict with the performance of Services required to be performed under this Agreement. Consultant further covenants that, in the performance of this Agreement, no person having any such interest shall be employed. A material conflict is one which would reasonably prevent or give a reasonable perception of the inability to objectively perform the Services in a manner that is beneficial to the RTAA and not the party with whom a relationship exists that gives rise to a conflict. Additionally, any business relationship worth more than fifty percent (50%) of the value of the total amount to be paid by the RTAA directly or indirectly through a Prime Consultant is a disqualifying material conflict.

7.2 Interest of Members of RTAA and Others

No officer, employee, or agent of the RTAA and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking of carrying out of the Services to be performed under this Agreement, shall participate in any decision relating to the Agreement which affects his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Agreement or the proceeds thereof.

ARTICLE 8 – ASSIGNABILITY

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the RTAA thereto provided; however, claims for money due or to become due to the Consultant from the RTAA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the RTAA.

ARTICLE 9 – INDEMNIFICATION AND INSURANCE

9.1 Indemnification

Consultant shall defend, indemnify, and hold harmless the RTAA, its Trustees, officers, agents, and employees from and against any and all liabilities, damages, losses, claims, actions, or proceedings, including, without limitation, reasonable attorneys' fees, court



costs, and expert fees that are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant or the employees or agents of the Consultant in the performance of this Agreement. The RTAA shall give the Consultant reasonable notice of any such claims or actions. The Consultant shall also use counsel reasonably acceptable to the RTAA in carrying out its obligations. Any final judgment rendered against the RTAA for any cause for which the Consultant is liable hereunder shall be conclusive against the Consultant as to liability and amount, where the time for appeal therefrom has expired. Indemnity requirement shall survive the expiration or early termination of this Agreement. Acceptance of the Consultant's Services by the RTAA shall not operate as a waiver of the rights granted the RTAA herein.

9.2 **Insurance**

Consultant shall procure at Consultant's expense and keep in effect at all times during the term of this Agreement until the completion of the Project hereunder, or until early termination of this Agreement, whichever occurs first, the forms of insurance set forth in **Exhibit B – Insurance Requirements**.

It is the Consultant's responsibility to familiarize itself with the coverage described herein.

Immediate notification must be given to the RTAA and/or its agent upon receiving any knowledge or notification of claim or litigation on which the RTAA may be named.

ARTICLE 10 – FEDERAL AVIATION ADMINISTRATION REQUIRED ASSURANCES

SECTION I. MANDATORY FAA PROVISIONS

The following provisions are mandatory FAA provisions pursuant to "Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects" issued by the FAA on March 17, 2026. As such, neither the language nor their inclusion may be changed. Consultant (including all subconsultants) is required to insert these Agreement provisions, verbatim, in each lower-tier contract (e.g., subcontract). Consultant (including all subconsultants) is required to incorporate the applicable requirements of these Agreement provisions by reference for Project work done under any purchase orders, rental agreements, and any other agreements for supplies or services. Consultant will be responsible for compliance with these Agreement provisions by any subconsultant, lower-tier subconsultant, or service provider. Where the clause refers to the applicable activity, work, project, or program it means the Project.

10.1 **General Civil Rights Provisions**

In all its activities within the scope of its Airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.



The above provision binds the Consultant and subconsultants from the bid solicitation period through the completion of the Agreement.

10.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination 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) including amendments thereto;
- 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);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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 (42 U.S.C. § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 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).

10.3 Nondiscrimination Requirements/Title VI Clauses for Compliance **Compliance with Nondiscrimination Requirements**

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



- 10.3.1 **Compliance with Regulations:** Consultant (hereinafter includes subconsultants) 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.
- 10.3.2 **Nondiscrimination:** Consultant, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
- 10.3.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 10.3.4 **Information and Reports:** Consultant 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 RTAA 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the RTAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 10.3.5 **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this Agreement, the RTAA will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- 10.3.5.1 Withholding payments to the Consultant under the Agreement until the Consultant complies; and/or
 - 10.3.5.2 Cancelling, terminating, or suspending an agreement, in whole or in part.
- 10.3.6 **Incorporation of Provisions:** Consultant 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. Consultant will take action with respect to any subcontract or procurement as the RTAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Consultant becomes involved in or is



threatened with litigation by a subconsultant or supplier because of such direction, Consultant may request the RTAA to enter into any litigation to protect the interests of the RTAA. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

SECTION II. FAA DISCRETIONARY LANGUAGE CLAUSES

The following provisions must be included in this Agreement but may use different language from that required by the FAA pursuant to “Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects” issued by the FAA on March 17, 2026, provided the intent of the required clauses is met. Consultant (including all subconsultants) is required to insert these Agreement provisions in each lower-tier contract (e.g., subcontract). Consultant (including all subconsultants) is required to incorporate the applicable requirements of these Agreement provisions by reference for Services done under any purchase orders, rental agreements, and any other agreements for supplies or services. Consultant will be responsible for compliance with these Agreement provisions by any subconsultant, lower-tier subconsultant, or service provider. Where the clause refers to the applicable activity, work, project, or program it means the Project.

10.4 Federal Fair Labor Standards Act

All Agreements and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor–Wage and Hour Division.

10.5 Occupational Safety and Health Act of 1970

All Agreements and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subconsultant’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor–Occupational Safety and Health Administration.

ARTICLE 11 – BOYCOTT OF ISRAEL

11.1 Boycott of Israel

The RTAA is prohibited from entering into an agreement with a company unless the agreement includes a written certification that the company is not currently engaged in



and agrees for the duration of the agreement not to engage in, a boycott of Israel. All agreements and subcontracts that result from the associated solicitation hereby acknowledge this confirmation through execution of this Agreement.

“Boycott of Israel” means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with, or performing any other action that is intended to limit commercial relations with a) Israel; or b) a person or entity doing business in Israel or in the territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin, or religion.

The authorized signature below provides that the Consultant will comply with the following statement. The Consultant and each and every subconsultant hereby certify that through the execution of this Agreement that the Consultant and/or subconsultant is not currently engaged in and agrees for the duration of the Agreement not to engage in, a boycott of Israel.

ARTICLE 12 – MISCELLANEOUS

12.1 Governing Law

It is understood and agreed by and between the RTAA and Consultant that this Agreement shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the Parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and also govern the interpretation of the Agreement. It is further understood and agreed by and between the Parties hereto that any and all actions between the Parties brought as a result of this Agreement will be brought in the Second Judicial District Court in and for the County of Washoe, State of Nevada.

12.2 Compliance with Laws, Rules, and Regulations

Consultant agrees to be bound by the provisions of RTAA’s rules and regulations, all applicable laws, rules, and regulations adopted or made applicable to Consultant by any local, state, or federal authority having jurisdiction over the project or the RTAA.

12.3 Attorneys’ Fees

In the event of any arbitration proceeding, or any other litigation arising hereunder between the Parties, the prevailing Party shall be entitled to recover from the losing Party reasonable attorneys/fees and costs incurred therein.

12.4 Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration. The number of arbitrators shall be one. The place



of arbitration shall be Reno, Nevada. Nevada law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

12.5 Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, partnership, or joint venture between the Parties, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship set forth herein.

12.6 Successor in Interest

Subject to the provision regarding assignment, this Agreement shall be binding upon and inure to the benefit and detriment of the successors in interest and permitted assigns of the Parties hereto.

12.7 Severability

To the extent that any provision hereof shall be finally determined by a court of competent jurisdiction to be void, illegal, or otherwise unenforceable, the same shall have no effect upon the enforceability of the remaining provisions of this Agreement.

12.8 Waiver

No waiver of a breach of any covenant, term, or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach of the same or any other covenant, term, or condition, or waiver of the covenant, term, or condition itself.

Neither the RTAA's review, approval, or acceptance of, or payment for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to the RTAA in accordance with applicable law for all damages to the RTAA caused by Consultant's performance of any Services furnished under this Agreement. The rights and remedies of the RTAA provided for under this Agreement are in addition to any other rights and remedies provided by law.

12.9 Force Majeure

In no event shall the RTAA or Consultant be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, or acts of God. It is understood that the RTAA or Consultant shall use reasonable efforts which are consistent with accepted practices in the consulting industry to resume performance as soon as practicable under the circumstances.



12.10 Ownership of Documents

All documents which contain information unique to or proprietary to RTAA, including but not limited to, drawings, plans, reports, charts, computations, presentations, and other data prepared or obtained under the terms of this Agreement, shall become the sole property of the RTAA and the RTAA has the right to copyright, register, or trademark as it deems appropriate with no licensing or permit fee to the Consultant. Reproducible copies of all drawings, plans, reports, charts, computations, presentations, and other pertinent data shall be provided to the RTAA upon completion of Services or early termination of this Agreement under Article 6. Consultant shall not provide any of the RTAA's documents to other parties without prior written authorization from the RTAA.

12.11 Headings

The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

12.12 Confidentiality

Under Nevada state law, this Agreement and associated documents become a public record upon signing, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

12.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12.14 Notices

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered (a) by first class registered mail, or air mail, as appropriate, posted and fully prepaid to the appropriate address set forth below, or (b) via email. Notices will be considered to have been given four (4) business days after deposit in the mail as set forth above, or upon receipt of posted email. Either Party may change its address for notice by notice to the other Party given in accordance with this section.

Notices to the Consultant shall be addressed to:

[CONSULTANT/ENTITY NAME]
[POINT OF CONTACT], [TITLE]
[ADDRESS]
[ADDRESS]
[EMAIL ADDRESS]



Notices to the RTAA shall be addressed to:

Reno-Tahoe Airport Authority
Contracts & Procurement Department
2770 Vassar Street
Reno, NV 89502
kmahlberg@renoairport.com

12.15 Integration of the Agreement

This Agreement and all exhibits incorporated herein constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all other previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements, and all other communications between the Parties. Any further modification to this Agreement must be in writing and signed by both Parties.

In the event that any dispute arises, or discrepancy exists between this Agreement and any of the exhibits incorporated herein, the terms and conditions contained in the body of this Agreement supersede those contained in the exhibits.

- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements
- Exhibit C – Disclosure of Ownership/Principals

12.16 Signature Authority

Each natural person signing this instrument, for or on behalf of a legal entity Party hereto, represents, warrants, assures, and guarantees to each other such natural person, and to each other such legal entity, that he or she is duly authorized and has legal power and/or authority so to sign.

REST OF PAGE DELIBERATELY LEFT BLANK

[Signature page follows]



IN WITNESS THEREOF, the Parties hereto have executed this Agreement the day, month and year as written.

RENO-TAHOE AIRPORT AUTHORITY

[CONSULTANT/ENTITY NAME]

By: _____

Cris Jensen, A.A.E.
President/CEO

By: _____

[Name]
[Title]

SAMPLE



**EXHIBIT A
SCOPE OF WORK**

[TBD]

SAMPLE



EXHIBIT B INSURANCE REQUIREMENTS

SAMPLE



EXHIBIT B INSURANCE REQUIREMENTS

INTRODUCTION

The Reno-Tahoe Airport Authority (RTAA) has established specific insurance and safety requirements to help ensure that reasonable insurance coverage is purchased, and safe working conditions are maintained.

Consultant's attention is directed to the insurance requirements below. It is highly recommended that the Consultant confer with its respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If the Consultant fails to comply strictly with the insurance requirements, that Consultant may be disqualified from award of the Agreement.

CONSULTANT PROVIDED INSURANCE

Consultant shall ensure that the following insurance coverage is procured and maintained for itself, and all subconsultants, suppliers, material men, and all others accessing the Project on the Consultant's behalf. Coverage shall be from an insurance company authorized to transact business in the State of Nevada and the City of Reno and shall meet the following minimum specifications.

Prior to the commencement of any work or Services to be performed under this Agreement, Consultant shall, at its own expense, carry and maintain at all times the following insurance coverage and limits of insurance no less than the following, or the amount customarily carried by the Consultant or any of its subconsultants, whichever is greater. Consultant may maintain coverage for itself and for all subconsultants/independent contractors or, in the alternative, shall also cause each subconsultant/independent contractor employed by the Consultant to purchase and maintain insurance coverage and limits commensurate with the nature and Scope of Work being performed by said subconsultants/independent contractors of the type specified herein. It is the responsibility of the Consultant that each of its subconsultants/independent contractors procure and maintain adequate coverage and limits to protect themselves and RTAA from any and all liability arising from the Services to be performed hereunder, including products-completed operations. Prior to the commencement of the work or Services contemplated by this Agreement, Consultant shall provide RTAA with Certificates of Insurance evidencing the coverage and limits for itself and for each of its subconsultants/independent contractors. All such coverage and limits must be approved by RTAA prior to the commencement of work under this Agreement. Consultant shall furnish copies of Certificates of Insurance evidencing coverage for itself and for each subconsultant. Except for Workers' Compensation and Professional Liability insurance, all liability policies carried by the Consultant and its subconsultants/independent contractors shall be endorsed to include RTAA as an additional insured for all ongoing and completed operations. RTAA reserves the right to request the Declarations page of any applicable policy showing all endorsements to the policy(ies). The procuring of the required insurance policies under this Agreement shall not be construed to limit the liability of the Consultant and/or its subconsultants/independent contractors, nor to fulfill the indemnification provisions of this Agreement, nor act in any way to reduce the policy limits and



coverage available from the insurer. Failure to maintain the required insurance may result in termination of this Agreement at the RTAA's option.

SUMMARY:

APPLICABLE TO THIS AGREEMENT	INSURANCE TYPE	MINIMUM LIMIT	INSURANCE CERTIFICATE	ADDITIONAL INSURED	WAIVER OF SUBROGATION
YES	General Liability / Umbrella (Excess) Liability	\$1,000,000	✓	✓	✓
YES	Automobile Liability	\$1,000,000	✓	✓	✓
YES	Workers' Compensation	Statutory	✓	N/A	✓
YES	Employer's Liability	\$1,000,000	✓	N/A	N/A
YES	Professional Liability	\$1,000,000	✓	N/A	N/A
NO	Cyber Liability – Privacy	N/A	N/A	N/A	N/A
NO	Cyber Liability – Technology Errors & Omissions	N/A	N/A	N/A	N/A

DETAILS:

DOES COVERAGE APPLY:

- YES NO N/A

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

Consultant shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from employment-related practices or damage to the named insured's work unless subconsultant carries and maintains separate policies providing such coverage and provides Consultant evidence of insurance confirming the coverage.

Minimum Limits:

- \$1,000,000 Each Occurrence Limit for bodily injury and property damage
- \$2,000,000 General Aggregate Limit
- \$10,000 Medical Expense Limit

If CGL Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.

Coverage Form:

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) CGL "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and



shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured:

The RTAA, its Trustees, officers, agents, and employees are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the RTAA, its Trustees, officers, agents, and employees. Additional insured status for the RTAA shall apply until the expiration of time within which a claimant can bring suit per applicable state law. Coverage for an additional insured shall not be limited to its vicarious liability. Any failure by the Consultant to comply with reporting provisions of the policies shall not affect its obligations to the additional insureds.

Primary and Non-Contributory:

Consultant's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the RTAA, its Trustees, officers, agents, and employees. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by the RTAA, its Trustees, officers, agents, and employees shall be excess of Consultant's insurance and shall not contribute with it in any way.

Separation of Insureds:

Consultant's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

Waiver of Subrogation:

Consultant waives all rights against the RTAA, its Trustees, officers, agents, and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Agreement. Insurer shall endorse CGL policy as required to waive subrogation against the RTAA with respect to any loss paid under the policy.

Endorsements:

A policy form or endorsement is required confirming coverage for all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or substitute forms providing additional insured coverage for products and completed operations.



A waiver of subrogation in favor of the RTAA shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

DOES COVERAGE APPLY:
YES NO N/A

BUSINESS AUTOMOBILE COVERAGE

Minimum Limits:

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage; no aggregate limit may apply; coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

Coverage Form:

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13, or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall obtain evidence of personal auto liability coverage for each person.

Additional Insured:

The RTAA, its Trustees, officers, agents, and employees are to be included as insureds with respect to damages and defense arising from the ownership, maintenance, or use of automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the RTAA, its Trustees, officers, agents, and employees. Additional insured status for the RTAA shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements:

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming the RTAA's insured status for Liability Coverage under the *Who Is An Insured Provision* contained in Section II of the coverage form ISO CA 00 01 10/13.

DOES COVERAGE APPLY:
YES NO N/A

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY INSURANCE

Consultant shall carry and maintain workers' compensation and employer's liability insurance as required by Nevada Revised Statutes (NRS) §616B.627 or provide proof that compliance with the provisions of NRS Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Consultant or any subconsultant of the Consultant by the RTAA. Consultant agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the RTAA to make any payment under this Agreement to provide the RTAA with a certificate issued by an insurer in accordance with NRS



§616B.627 and with a certificate of an insurer showing coverage pursuant to NRS §617.210.

It is further understood and agreed by and between the RTAA and Consultant that the Consultant shall procure, pay for, and maintain the above-mentioned coverage at Consultant's sole cost and expense.

Should Consultant be self-funded for workers' compensation and employer's liability insurance, Consultant shall so notify the RTAA in writing prior to the signing of this Agreement. RTAA reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Agreement.

Nevada law allows the following entities to reject workers' compensation coverage if they do not use employees or subconsultants in the performance of work under the Agreement:

- Sole proprietors (NRS §616B.627 and NRS §617.210)
- Unpaid officers of quasi-public, private, or nonprofit corporations (NRS §616B.624 and NRS §617.207)
- Unpaid managers of limited liability companies (NRS §616B.624 and NRS §617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS §616B.624 and NRS §617.207)

If Consultant has rejected workers' compensation coverage under applicable Nevada law, Consultant must indicate the basis for the rejection of coverage and complete, sign, and have notarized an Affidavit of Rejection of Coverage (form may be requested from the Director of Contracts & Procurement). The Affidavit must be completed, signed, and notarized prior to performance of any work.

Minimum Limits:

Workers' Compensation: Statutory Limit
Employer's Liability: \$1,000,000 Bodily Injury by Accident – Each Accident
\$1,000,000 Bodily Injury by Disease – Each Employee
\$1,000,000 Bodily Injury by Disease – Policy Limit
Including Stop Gap Insurance

Coverage Form:

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 00 C or substitute form providing equivalent coverage.

Waiver of Subrogation:

Insurer shall endorse Worker's Compensation policy as required to waive subrogation against the RTAA with respect to any loss paid under the policy.



Endorsements:

A waiver of subrogation in favor of the RTAA shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

DOES COVERAGE APPLY:

YES NO N/A

PROFESSIONAL LIABILITY

Consultant shall maintain Professional Liability insurance (errors and omissions coverage). If coverage is maintained on a claims-made basis, the following shall apply:

- (a) The retroactive date must be shown and must be before the date of the Agreement or the beginning of the negotiated Services.
- (b) Insurance must be maintained, and evidence of insurance must be provided, for at least three (3) years after completion of the negotiated Services.
- (c) If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, Consultant must purchase an extended period of coverage for a minimum of three (3) years after completion of the negotiated Services.

Minimum Limits:

\$1,000,000 Each Occurrence Limit
\$2,000,000 General Aggregate Limit

DOES COVERAGE APPLY:

YES NO N/A

CYBER LIABILITY – PRIVACY

Consultant shall procure and maintain Cyber Liability insurance which shall include the following coverage:

- (a) Liability arising from the theft, dissemination, and/or use of confidential information, including but not limited to, personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, security codes, or personal identification numbers (PINS);
- (b) Notification costs, credit monitoring and other expert services, regulatory fines, and defense costs;
- (c) Network security liability arising from unauthorized access to, use of, or tampering with computer systems, including hacker attacks;
- (d) Liability arising from the introduction of a computer virus into, or otherwise causing damage to vendor (first party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs thereon;
- (e) Liability arising from professional misconduct or liability.
- (f) If coverage is maintained on a claims-made basis, the following shall apply:
 - (i) The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Agreement Services.



- (ii) Insurance must be maintained, and evidence of insurance must be provided, for at least three (3) years after completion of the Agreement Services.
- (iii) If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, Consultant must purchase an extended period of coverage for a minimum of three (3) years after completion of the Agreement Services.

DOES COVERAGE APPLY:
YES NO N/A

CYBER LIABILITY – TECHNOLOGY ERRORS AND OMISSIONS COVERAGE

Consultant shall obtain and maintain throughout the duration of the Agreement Technology Errors and Omissions Liability. The policy shall, at a minimum, cover professional misconduct or lack of the requisite skill required for the performance of Services defined in the Agreement and shall also provide coverage for the following risks:

- (a) Liability arising from the theft, dissemination, and/or use of confidential information, including but not limited to, personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, security codes, or personal identification numbers (PINS);
- (b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks;
- (c) Liability arising from the introduction of a computer virus into, or otherwise causing damage to the RTAA’s or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon;
- (d) Liability arising from the failure of the technology product(s) required under the Agreement to properly perform the function(s) intended.
- (e) If coverage is maintained on a claims-made basis, the following shall apply:
 - (i) The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services.
 - (ii) Insurance must be maintained, and evidence of insurance must be provided, for at least three (3) years after completion of the Services.
 - (iii) If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, Consultant must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

Minimum Limits:
\$1,000,000 Each Occurrence Limit

CONSULTANT’S TOOLS AND EQUIPMENT

Consultant is responsible for its own construction tools and equipment whether owned, leased, rented, or borrowed for use at the RTAA worksite.



DEDUCTIBLES AND SELF-INSURED RETENTIONS

Commercial General Liability: \$25,000 per claim maximum

Consultant shall be solely responsible for satisfying all deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of the Agreement or during the term of any policy must be approved by the RTAA prior to the change taking effect.

ADDITIONAL INSURANCE CRITERIA

Verification of Coverage:

Consultant shall furnish the RTAA with insurance certificates as evidence that the foregoing insurance is in force prior to commencement of work on the Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

In the event Consultant fails to provide RTAA with the insurance described, no work shall commence. If the coverage required by the Consultant is terminated or reduced for any reason, all work shall immediately stop until all the required coverage is in place.

Immediate notification must be given to the RTAA and/or the Director of Contracts & Procurement upon receiving any knowledge or notification of claim or litigation on which the RTAA may be named.

The extent of coverage or the limits of liability provided under the policies procured by the Consultant and/or subconsultants shall not be construed to be a limitation on the nature or extent of the Consultant's obligations or to relieve the Consultant of any such obligations or representation by the RTAA as to the adequacy of the insurance to protect the Consultant against the obligations imposed on it by this or any other Agreement.

Acceptability of Insurers:

Said policies shall be with insurance companies authorized to do business in the State of Nevada with an A. M. Best rating of A- VII or better. The RTAA reserves the right to require that Consultant's insurer be on the Nevada Insurance Commissioner's approved but not admitted list.

Policy Cancellation Endorsement:

Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days' prior written notice to the RTAA, the policy shall not be suspended, voided, cancelled, or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified below. A copy of this signed endorsement must be attached to the Certificate of Insurance.



Addressing Policies and Endorsements:

All certificates and endorsements are to be addressed as follows and must be received and approved by the RTAA before work commences. The RTAA reserves the right to require complete certified copies of all required insurance policies at any time.

Reno-Tahoe Airport Authority (RTAA)
2770 Vassar Street
Reno, NV 89502

Cost:

Costs for providing such insurance as described above shall be incidental to the work.

SAMPLE



EXHIBIT C
DISCLOSURE OF OWNERSHIP/PRINCIPALS

SAMPLE



EXHIBIT C
DISCLOSURE OF OWNERSHIP/PRINCIPALS
(Please print or type)

Entity Name

Street Address

City, State, and Zip Code

“Principal” means, for each type of business organization the following: (a) sole proprietorship – the owner of the business; (b) partnership – the general partner and limited partners; (c) limited liability company – the managing member as well as all the other members; d) corporation – the officers of the corporation, but not any branch managers of offices which are a part of the corporation; (e) trust – the trustee and beneficiaries.

Type of Business:
 Individual Partnership Limited Liability Company Corporation Trust
 Other (Please describe):

INFORMATION OF APPLICABLE PRINCIPALS

_____ Name	_____ Official Capacity
_____ Street	_____ City, State, and Zip Code
_____ Name	_____ Official Capacity
_____ Street	_____ City, State, and Zip Code
_____ Name	_____ Official Capacity
_____ Street	_____ City, State, and Zip Code
_____ Name	_____ Official Capacity
_____ Street	_____ City, State, and Zip Code

If further space is required, please attach additional pages.