



---

Request for Proposals

**Airport Terminal Advertising Concession**

Cedar Rapids Airport Commission  
The Eastern Iowa Airport  
2515 Arthur Collins Parkway SW  
Cedar Rapids, Iowa 52404  
August 5, 2019

**TABLE OF CONTENTS**

SECTION I – NOTICE OF REQUEST FOR PROPOSALS (RFP)..... 2

SECTION II – GENERAL TERMS AND CONDITIONS ..... 2

SECTION III – SPECIAL TERMS AND CONDITIONS ..... 4

SECTION IV – SCOPE OF WORK & PROPOSAL REQUIREMENTS..... 5

SECTION V – PROPOSAL FORMAT ..... 9

SECTION VI – METHOD OF EVALUATION ..... 12

SECTION VII – SIGNATURE PAGE FORM ..... 13

SECTION VIII – PROPOSAL FORM ..... 14

SECTION IX – ACDBE PROPOSER’S FORM ..... 17

SECTION X – PROPOSAL BOND FORM ..... 18

ATTACHMENT A – CONCESSION AGREEMENT ..... 19

ATTACHMENT B – PERFORMANCE BOND..... 34

ATTACHMENT C – TERMINAL BUILDING FLOOR PLAN..... 35

**SIGNIFICANT DATES**

The following schedule has been established for this selection process:

<b>Scheduled Item</b>	<b>Scheduled Date</b>
RFP Release Date ( <a href="http://www.flycid.com">www.flycid.com</a> )	Monday, August 5, 2019
Pre-Proposal Meeting Date and Time	Monday, August 19, 2019, 3:00 PM CDT
Deadline for Submittal of Written Questions	Tuesday, August 27, 2019, 2:00 PM CDT
Responses to Questions, Final Addenda, if any, posted on Airport’s website	Friday, August 30, 2019
Proposal Due Date and Time	Thursday, October 10, 2019 2:00 PM CDT
Short Listing and Proposer Interviews (if applicable)	Week of October 21, 2019
Award Recommendation	Monday, October 28, 2019, 7:30 AM CDT
Concession Estimated Start Date	December 1, 2019

SECTION I – NOTICE OF REQUEST FOR PROPOSALS (RFP)

1.0 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before 2:00 P.M. Central Daylight Time (CDT), on the 10<sup>th</sup> day of October 2019 at the Office of the Airport Director, The Eastern Iowa Airport, Administrative Office Building, The Eastern Iowa Airport (CID), 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa 52404 for Airport Terminal Advertising Concessions.

1.1 RFP Timeline

<b>Name of the Proposal</b>	Airport Terminal Advertising Concession
<b>Date of Issuance</b>	August 5, 2019
<b>Pre-Proposal Meeting</b>	August 19, 2019, 3:00 PM CDT
<b>Deadline for Questions</b>	August 27, 2019, 2:00 PM CDT
<b>Final Addenda Issued</b>	August 30, 2019
<b>Deadline for Proposal Submittal</b>	October 10, 2019, 2:00 PM CDT
<b>Recommendation for Award</b>	October 28, 2019, 7:30 AM CDT
<b>Submit Proposal to:</b>	The Eastern Iowa Airport (CID) Administrative Office Building 2515 Arthur Collins Parkway SW Cedar Rapids, IA 52404
<b>Office Hours:</b>	8 AM to 4:30 PM, Monday – Friday
<b>Method of Submittal</b>	One (1) Printed Proposal – US Mail, Overnight Delivery, or In Person; include one (1) electronic copy in PDF format on a CD or USB flash drive  Email or Fax Proposals <b>are not</b> acceptable
<b>Contract Person, Title</b>	Donald D. Swanson, Director of Finance & Administration
<b>E-mail Address</b>	<a href="mailto:d.swanson@flycid.com">d.swanson@flycid.com</a>
<b>Phone/Fax Numbers</b>	Phone: 319-731-5715      Fax: 319-362-1670

SECTION II – GENERAL TERMS AND CONDITIONS

2.0 General

The Cedar Rapids Airport Commission (also referred to as Commission), is soliciting proposals from qualified Airport Advertising Concession firms (also referred to as Company) for the management and operation of the Airport Advertising Concession (Concession) at The Eastern Iowa Airport (CID). The advertising concessionaire will coordinate all phases of the advertising display program at the passenger terminal. The goals of the Concession are to (1) increase CID’s advertising concession revenue; (2) Commission to provide significant financial investment to finance the construction, furnishing, and equipping of the Concession as per the Capital Improvement Plan proposed by Proposer and as approved by the Commission; (3) utilize high quality, state of the art advertising techniques in order to increase the overall success of CID’s advertising program; (4) enhance the passenger experience; and (5) promote CID and Eastern Iowa.

2.1 Pre-Proposal Meeting

2.1.1 A pre-proposal meeting will be held at The Eastern Iowa Airport, Executive Conference Room, located in the Terminal Building across from baggage carousel #2, 2121 Arthur Collins Parkway SW, Cedar Rapids, Iowa 52404, at 3:00 PM (CDT) on Monday, August 19, 2019. All persons or entities interested in or intending to respond to the RFP are **highly**

**encouraged** to attend the pre-proposal meeting. The purpose of this meeting is to provide an opportunity for prospective proposers to examine the Airport terminal building, review the RFP, answer questions, and issue addendums as needed for the clarification of the proposal documents. Airport staff will be present at the meeting. Remarks made during discussions at the meeting by any Airport official or employee will not be binding upon the Commission or be deemed to be the Commission's official response or position regarding any inquiries discussed at said meeting. A tour of the terminal building will immediately follow the pre-proposal meeting. A call-in number will be provided for individuals unable to attend the pre-proposal meeting in person. Contact Donald D. Swanson, [d.swanson@flycid.com](mailto:d.swanson@flycid.com) to request the number.

## 2.2 Receipt and Opening of Proposals

- 2.2.1 All proposals (one (1) original and one (1) electronic copy in PDF format on a CD or USB flash drive) must be received in a sealed envelope at the Administrative Office Building (date and time stamped) by October 10, 2019 before 2:00 PM CDT, in order to be considered. The Administrative Office Building is located at 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa. Proposals will not be received at any other office or department, and proposals sent via facsimile or email will not be accepted. If a proposal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation "**SEALED RFP – Airport Terminal Advertising Concession**" due on **Thursday, October 10, 2019 before 2:00 PM CDT**. Any proposal received after **2:00 PM CDT on October 10, 2019** may be deemed unresponsive and may be returned to Company unopened.
- 2.2.2 The Commission reserves the right to accept or reject any or all proposals and to waive any informality in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.
- 2.2.3 The Commission is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the Commission, or any other means of delivery employed by the Proposer. Similarly, the Commission is not responsible for, and will not open, any proposal responses that are received later than the date and time stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.
- 2.2.4 Wherever requested throughout this document, a company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the Commission that you have read, understand, and will comply with the Instructions and all Terms and Conditions attached hereto. The Commission reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
- 2.2.5 Opening: There will be no "formal" proposal opening for this RFP. Proposals will be opened and evaluated, after the published **proposal deadline of 2:00 PM CDT on Thursday, October 10, 2019** at the Office of the Airport Director, The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids.
- 2.2.6 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be posted at <https://flycid.com/rfp/>. Proposal results will not be given over the telephone. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of ninety (90) calendar days thereafter.
- 2.2.7 The Commission reserves the right to select a limited number (a "short-list") of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities. The Commission will notify the Proposers selected for oral presentations in writing by e-mail.
- 2.2.8 A Certificate of Insurance must be on file and approved by the Airport's Director of Finance & Administration before a concession agreement is awarded. The insurance requirements are set forth in the attached Concession Agreement, see Attachment A.

- 2.2.9 This RFP does not commit the Commission to make an award, nor will the Commission pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
- 2.3 Questions/Addenda - Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Proposer in writing by Tuesday, August 27, 2019 at 2:00 PM CDT to Donald D. Swanson, Director of Finance & Administration, e-mail [d.swanson@flycid.com](mailto:d.swanson@flycid.com). In addition, the Company shall promptly notify Mr. Swanson by e-mail [d.swanson@flycid.com](mailto:d.swanson@flycid.com) or facsimile to 319-362-1670 upon discovery of any ambiguity, inconsistency, or error in this RFP. Any and all questions will be responded to in the form of written addenda to all Companies. All addenda that you receive shall become a part of the Agreement Documents and shall be acknowledged and dated on the bottom of the Section VI – Signature Page. The Final Addenda will be issued by August 30, 2019.
- 2.4 Important Exceptions to Agreement Documents - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Section VII - Signature Page. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
- 2.5 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification due to "non-responsiveness."
- 2.6 Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program - In accordance with the regulations of the United States Department of Transportation, 49 CFR, Part 23, the Commission has implemented an Airport Concessions Disadvantaged Business Enterprise Program ("ACDBE"). The objectives of the ACDBE program are to ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance; to create a level playing field on which ACDBEs can compete fairly for opportunities for concessions; to ensure that the Commission's ACDBE program is narrowly tailored in accordance with applicable law; to ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs; to help remove barriers to the participation of ACDBEs in opportunities for concessions at airports receiving DOT financial assistance; and to provide appropriate flexibility to airports receiving DOT financial assistance in establishing and providing opportunities for ACDBEs.
- An ACDBE Goal has not been established for this Agreement. ACDBE participation may be in the form of one or more joint ventures, partnerships, subcontracts, provision of goods and services or other legal arrangements meeting the eligibility standards in 49 CFR Part(s) 23 and 26. The Commission expects proposers to make a thorough good faith effort in attempting to have ACDBE firm(s) to participate in this Agreement. The selected proposer will be required to comply with the Commission's ACDBE Program for the entire term of the contract. ACDBE certified firms can be located in updated DBE Unified Certification Program ("UCP"). The UCP Directory can be obtained at the Iowa Department of Transportation's website at: <https://secure.iowadot.gov/DBE/Home/Index/>
- 2.7 ACDBE Proposers -The Commission will give consideration to proposers submitting a proposal as an Airport Concession Disadvantaged Business Enterprise (ACDBE). If you are submitting your proposal as an ACDBE, you must also complete the ACDBE Proposal Form.

**SECTION III – SPECIAL TERMS AND CONDITIONS**

- 3.0 Agreement Forms – A sample Concession Agreement – Airport Terminal Advertising Concession (Agreement) is attached hereto as Attachment A.
- 3.1 Term of Agreement
- 3.1.1 The term of the Concession Agreement shall be for an operating period consistent with the selected Company's proposal, commencing on the effective date of a Concession Agreement with the Commission. However, the term length shall not exceed five (5) years, with no option terms.

3.1.2 Following Commission approval, a Notice to Proceed, prepared by the Commission and signed by the Airport Director, shall become the document that authorizes the Agreement to begin, assuming the insurance and bond requirements (if applicable) have been met. Each section contained herein, any addenda and the response from the successful proposer shall also be incorporated by reference into the resulting agreement. Similar products and/or services may be added and pricing negotiated during the term of the agreement.

### 3.2 Company's Employees

3.2.1 The Commission reserves the right to require the Company to remove any employee from the Terminal Building whom the Commission has deemed incompetent, careless, insubordinate, or whose continued employment during the Agreement is deemed by the Commission to be contrary to the public interest.

3.2.2 Company, its officers, employees, agents, subconsultants, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures, and operating directives as are now or may hereinafter be prescribed by Commission, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Commission including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subconsultants, and those under its control, will comply with safety, operational, or security measures required of Company or Commission by the Federal Aviation Administration, or TSA. If Company, its officers, employees, agents, subconsultants, or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Commission, then, in addition to any other remedies available to Commission, Company will be responsible and will reimburse Commission in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten days of written notice.

3.2.3 Company shall be responsible for and agrees to protect, defend, indemnify, and hold harmless the Commission and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work, or other activity done by the Company, its employees, subconsultants or any independent Consultants working under the direction of either the Company or subconsultants in the performance of this Agreement.

## SECTION IV – SCOPE OF WORK & PROPOSAL REQUIREMENTS

### 4.0 Background

4.0.1 Airlines, Operations, & Passengers: The Commission is the operator of The Eastern Iowa Airport (CID). CID is served by the following scheduled certificated carriers: Allegiant Air, American Airlines, Delta, United and Frontier that together provide more than 30 daily departures from CID to 15 nonstop destinations. New service announcements were recently announced with Allegiant Air starting new Nashville seasonal service in May 2019 and American Airlines announcing new Phoenix seasonal service to start in December 2019. Annual Passengers in Calendar Year (CY) 2018 were 602,177, a record year and a 5.4% increase over CY 2017. Annual passengers in CY 2019 through June 30<sup>th</sup> have increased 8.9% over CY 2018.

4.0.2 Commercial Terminal: The commercial terminal is located on a one-way loop road, Arthur Collins Parkway SW. The terminal was originally constructed in 1986, with subsequent additions to the concourse and terminal completed in 1997, 2009, 2012, and 2019, (in progress). The facility is a one-story terminal connected to a two-story pier-style concourse. The basement level houses most of the building systems, storage areas and a corridor that

connects the restaurant with the loading dock. Ticketing and bag claim areas, as well as public amenities such as car rental offices, restaurants, and a retail store are located in the terminal's first floor. The security checkpoint is located in the "throat" of the terminal, where it connects to a vertical circulation node that brings passengers to the concourse. Currently, there are nine gates with boarding bridges in the concourse.

Recent projects in the Terminal Modernization Program have allowed the facility to respond to changes in technology, passenger preferences, and airline operations. The four phased \$63 Million Terminal Modernization Program began in 2014. Previous Phases I and II of the program addressed the curbside and public areas in the terminal. Phase III is the most recent project, which is currently under construction and is scheduled to be complete in the fall of 2019. It provides two new gates and moves the ground level holdroom to the upper level adjacent to the existing Holdroom C, expands the security checkpoint and replaces the vertical circulation with new stairs, escalators and elevator equipment. With the completion of Phase III, the terminal facility is approximately 166,500 SF in total area.

Phase IV of the Terminal Modernization Program continues to address deficiencies related to patron comfort and capacity, adding one (1) new gate and loading bridge, assessing facility requirements for existing gates that were not altered by Phase III work while also providing direction for an expansion in the old Holdroom C area. Architectural and engineering design for Phase IV will start in the summer of 2019 and construction of the project is anticipated to start in 2020 with completion in 2021. With the completion of Phase IV, the terminal facility will be approximately 191,500 SF in total area.

An important aspect of the Terminal Modernization Program has been energy conservation measures including construction of a 240-Kilowatt (kW) solar photovoltaic system installed on the new holdroom area roof and a geothermal HVAC system to heat and cool the new and existing holdrooms.

In addition to the terminal modernization project, CID has a \$150 million Capital Improvement Program including expansion projects to accommodate current and future growth. The projects include final buildout/expansion of the old Holdroom C area adding three new gates and holdroom area, a new air cargo facility and apron; reconstruction of the entrance road, public parking lots, and cell phone lot; airfield pavement reconstruction, and commercial business park development.

- 4.0.2 Existing Airport Advertising Agreement: on February 28, 2005, the Commission entered into a Concession Agreement with Clear Channel Interspace Airports to manage CID's advertising program in the terminal building. The original term of the agreement expired on May 31, 2015 and was extended through June 30, 2016, and continues on a month-to-month basis. Under the agreement Clear Channel designed, installed, operated, and maintained the advertising concession in the Terminal Building.
- 4.0.3 Food, Beverage & Retail Concession Overview: CID's Food, Beverage & Retail concessionaire is SSP America who operates three food and beverage locations and two retail locations in the Terminal Building. SSP America gross sales during CY2018 was \$3,427,905. CY2019 gross sales through June 30<sup>th</sup> were \$2,025,131, a 26.3% increase over CY2018. Offerings include local concepts and SSP America has a joint venture with E & K Retail, Inc., an ACDBE operated venue that accounts for 10% of the annual gross sales. At the completion of the Terminal Modernization Phase 3 project in 2019 SSP America will open in the new and expanded holdroom "The High Porch" a new sports bar/restaurant concept, and a coffee shop featuring Java House coffee that is well known locally.

#### 4.1 Project Scope of Advertising Concession

The advertising concession will be awarded to the selected proposer best demonstrating the experience and qualifications necessary to develop and maintain an advertising program that meets the following airport objectives:

1. Provide a contemporary and innovative advertising program that utilizes state-of-the-art technology and optimizes advertising effectiveness while minimizing visual clutter;
2. Provide advertising that is aesthetically consistent with the Airport's Terminal Building design and architecture and reflective of the Airport's \$63 million Terminal Modernization project;
3. Provide a business plan that effectively serves advertisers while providing optimum revenues for the Airport;
4. Provide advertising that creatively reflects the character of the Airport and the culture and quality of life of Cedar Rapids and Eastern Iowa;
5. Provide timely and effective ongoing and emergency maintenance of all displays; and
6. Provide an advertising program that provides opportunities for qualified disadvantaged businesses.

#### 4.2 In-Terminal Advertising

Advertising within the terminal may include, but is not limited to, high-tech media displays; wide screen video systems, digital image banners, touch screens; interactive multimedia software; interactive projection systems or optical imaging display cases; wall murals; courtesy phone centers; fixed displays, and overhead dioramas.

#### 4.3 Outdoor Advertising Program

Advertising outside the terminal may include, but is not limited to, roadway billboards; exterior wall wraps; fiber optic displays; wide screen video systems; digital image banners; touch screens; and interactive multimedia software.

#### 4.4 Parking Advertising Program

Advertising associated with parking may include, but is not limited to, poster ads on the sides of covered walkway screens; wraps on gate arm faces on gate arms at parking lot exits; and advertising on front or back of parking lot tickets.

#### 4.5 Sponsorship and Naming Rights

Proposers are encouraged to suggest creative ideas for maximizing revenue through sponsorships of and/or naming rights for airport services, facilities, venues and infrastructure.

#### 4.6 Partnerships

Proposers are encouraged to suggest creative ideas for innovative partnerships with entities that want to pursue non-traditional marketing at the airport. These opportunities may include, but are not limited to, special events, product rollouts, demonstration booths, technology centers, and strategic product placement.

#### 4.7 Available Advertising Areas

In addition to the required display location discussed below, advertising displays may be located throughout the public areas of the upper and lower levels of the Terminal Building and the loading bridges, as the selected proposer deems effective. A tour of the Terminal Building will be provided at the pre-proposal meeting that is to be held on the date set forth below. No advertising may be displayed on the outside of the Terminal Building or the Airport campus. All proposed locations and advertising display units are subject to approval by the Airport Director during the proposal process and only approved locations and display units will be authorized under the Airport Advertising Concession Agreement awarded pursuant to this RFP. After the Lease award, the selected proposer

may modify advertising display types, locations and quantities only with the Airport Director's written approval.

#### 4.8 Required Display Location

Information Center Interactive Media Wall. The Media Wall consists of six (6) monitors installed in an array of three (3) monitors per side that are currently displaying flight information. Two (2) of the monitors have interactive features. The proposals shall include an advertising plan for the two (2) monitors with interactive features.

#### 4.9 Restricted Advertising Areas

Advertising shall not compete with roadway, wayfinding, safety, amenity, or informational signage. Displays are not to be mounted in a manner that might limit passenger visibility of roadway, wayfinding, safety, amenity, or informational signage. Advertising is not permitted in and around Transportation Security Administration (TSA) Security Screening Checkpoints, tenant lease spaces including airline holdrooms and ticket counters, without approval of the leaseholder and/or Airport Director, nor in any area that conflicts or interferes with art displays or the terminal building aesthetics.

#### 4.10 Required Proposer Experience and Capabilities

Each proposal must provide information demonstrating that the proposer has the managerial and financial experience and capacity to provide an Airport advertising concession of the highest quality. As a minimum requirement, proposers must demonstrate a minimum of three years of continuous experience in the operation and management of advertising programs, similar in scope and complexity to the program contemplated under this RFP, in at least three airports. Each proposer must provide the name of each of the airports at which the proposer provided advertising programs and operations during the five years prior to the issuance of this RFP, the telephone number and name of a contact at each such airport, the time period during which the proposer engaged in each advertising operation, the annual gross revenues attributable to each advertising operation, passenger data by year for each advertising operation, and the average gross revenue per enplaned passenger by year of each operation.

#### 4.11 Performance Standards

4.11.1 Advertising Contracts & Payment Management: The selected proposer will be solely responsible for the execution and management of contracts between itself and advertisers wishing to advertise at CID and will submit to Commission executed copies of said contracts. Selected proposer shall collect all monies due from the advertisers.

4.11.2 Installation, Maintenance & Repair: All advertising installation, maintenance, and repair will be the responsibility of and at the sole expense of the selected proposer.

4.11.3 Reporting: The selected proposer shall submit monthly reports of gross revenues, a listing of advertising displays by type, a listing of advertising contracts, and a map of advertising displays listing occupied and available sites.

4.11.4 Licenses, Certificates, & Permits: The successful Proposer must possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City of Cedar Rapids, Linn County, State of Iowa, having jurisdiction over the operations of the successful Proposer at the Airport or elsewhere.

#### 4.12 Compensation to the Airport

4.12.1 Percent of Gross Revenues: Proposer must propose the percentage of gross revenues to be paid to CID. "Gross Revenues" is defined as the amount charged or invoiced by the proposer for the use of advertising facilities and locations made available under the concession agreement, but shall not include any amount charged advertisers by the successful proposer for the fabrication and installation of specialty displays, for sales commissions, not in excess of 15 percent, or for sales or excise taxes. Gross revenues include all charges for the month

in which facilities and locations made available under the concession agreement are used by advertisers, regardless of when payment for such use is received.

4.12.2 Minimum Annual Guarantee (“MAG”): The minimum annual guarantee for the first lease year of the term of the concession agreement shall be as proposed by the successful Proposer. For each lease year thereafter the minimum annual guarantee shall be the minimum annual guarantee for the preceding year or eighty-five (85) percent of the total percent of Gross Revenues paid for the preceding lease year, whichever is greater.

4.13 Capital Investment and Premises

The advertising premises will be available to the selected proposer in an “as is” and “where is” condition. Any necessary changes or additions will be financed by the Commission, and any changes or additions will be the property of the Commission. As part of the proposal, a list of suggested capital improvements including the estimated cost to the Commission and the expected amount of increase in revenue due to the improvement must be included. Prior to any changes or additions, CID’s approval must be received. The Commission will determine to pay the vendor/contractor for the capital improvements or reimburse the selected Proposer if the Commission directs the Proposer to pay for the capital improvements.

4.14 Insurance and Indemnity Requirements

The selected Proposer shall purchase and maintain insurance in accordance with the insurance requirements set forth in the attached Concession Agreement to protect the selected Proposer and Commission throughout the duration of the Agreement. The selected Proposer shall not commit any act which might invalidate any policy of insurance. The selected Proposer shall defend, indemnify and hold harmless the Commission in accordance with the indemnification requirements set forth in the attached Concession Agreement.

4.15 Current Inventory of Advertising Display Equipment Owned by the Commission:

Two (2) interactive monitors installed in an array of six (6) monitors at Information Center.

**SECTION V – PROPOSAL FORMAT**

5.0 Proposal Requirements:

5.0.1 Proposal Submission - Limit your proposal content to twenty (20) pages (dual-sided content); excluding transmittal letter, table of contents, graphics, exhibits, attachments, and required forms. Proposal must be submitted in an envelope that is completely sealed, bears the name and complete mailing address of the proposer, and be clearly marked “**SEALED RFP – Airport Terminal Advertising Concession**” due on Thursday, October 10, 2019 at 2:00 PM CDT to:

**Attention: Donald D. Swanson  
The Eastern Iowa Airport  
2515 Arthur Collins Parkway SW  
Cedar Rapids, Iowa 52404-8952**

5.1 Proposal Content

5.1.1 Cover Letter

Cover letter to identify the Proposer and to state other general information that the Proposer desires to include regarding the business/organization.

#### 5.1.2 Executive Summary

Include an executive summary of the important features of the Proposal identifying the Proposer and stating other general information that the Proposer desire to include regarding the Proposer's business organization, contacts and related numbers and addresses. The executive summary should state the Proposer's case as the best candidate for the project. Proposer should structure the executive summary in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the proposal.

#### 5.1.3 Proposal Security

The proposal must be accompanied by a security in the form of a Proposal Bond, Cashier's Check, Certified Check or Bank Money Order in the amount of Five Thousand Dollars and No/Cents (\$5,000.00), payable to the Cedar Rapids Airport Commission. The check or bond shall be conditioned that in event the proposer's proposal is accepted, they will within thirty (30) days of the award of the contract, execute and deliver to the Cedar Rapids Airport Commission a contract binding the Proposer to perform the proposal and the required insurance certificates; and that in event of their failure to do so, the bond or the check security will be collected by the Cedar Rapids Airport Commission. Upon approval of the contract and related papers and execution thereof by the Cedar Rapids Airport Commission, the bond or check of the successful proposer will be returned. Bond or check of proposers other than the successful proposer shall remain full force until the approval of the contract with the successful proposer or for a period of sixty (60) days from the date of the award. They will then be returned. No interest will be paid to Proposers on the Proposal Security.

#### 5.1.4 Experience

Proposer must currently manage or operate a network of at least three (3) advertising concessions at airport locations for a least the previous three successive years.

#### 5.1.5 Management Plan

- a. Attach a description of the management structure to be used in the operation. Charts, diagrams, and descriptive materials as desirable or appropriate may be used to expand or clarify. Identify the relationship between the local operation and the proposer's main headquarters.
- b. Describe in detail the operating procedures you propose to implement, including local, regional and national advertising and the relationships to advertising agencies.

#### 5.1.6 Personnel

- a. Describe your staffing plans for this concession including marketing, production, and maintenance.
- b. Provide a resume and job description of the account manager you propose to assign to the Airport. If an individual has not been selected, then provide the qualifications and level of experience you will require when hiring a manager.

#### 5.1.7 Market Strategy

- a. Describe and present evidence of a local, regional and national sales organization capable of procuring a mix of advertising displays from local, regional and national accounts.
- b. Attach a description of the marketing and promotional programs and overall marketing plan for use in Airport Advertising and display operations.
- c. Explain how displays will be installed and repaired and the frequency of cleaning and servicing the displays.
- d. If applicable, explain how you would transition with the current advertising Concessionaire in order to maintain a continuous operation of advertising displays upon award of the contract.

- e. Describe your pricing strategy for each category of display for local, regional, national and international customers, and if different rates are intended to be used.
- f. Give examples of marketing and pricing strategies you might offer to current Airport concessionaires.
- g. Attach in narrative form a plan to maximize revenue generated from the contracted advertising. Plan should include but is not limited to: (1) examination of current display locations, (2) relocation of displays to better maximize revenue; and (3) most importantly additional display locations in the Airport Terminal Building.

#### 5.1.8 Capital Improvements

If applicable, Proposer shall describe in detail suggested improvements to the concession facilities for fixtures, furnishings, and equipment including itemized costs and installation schedule and location as applicable, and the expected amount of increase in revenue due to the improvement. Any necessary changes or additions will be financed by the Commission, and any changes or additions will be the property of the Commission. The Commission will determine to pay the vendor/contractors for the capital improvements or reimburse the selected Proposer if the Commission directs the Proposer pays for the capital improvements.

#### 5.1.9 References

Proposer must provide a minimum of three (3) business references and one (1) financial reference. List the name of the department and/or person who may be contacted with phone number and/or email address.

#### 5.1.10 Operational Background

- a. Proposer shall list if it has had a Concession Agreement cancelled or terminated due to default or breach of the agreement by the Proposer. List the entity, year, and the cause of cancellation or termination.
- b. Proposer shall list if it has been sued by an entity for issues pertaining to fee payments, rental payment, and/or non-performance of a concession agreement covenants or conditions. List the entity, year, and the cause of such legal action.
- c. Proposer shall list if it has had a Bond or Surety cancelled or forfeited. List the bonding company, year of cancellation or forfeiture, amount and reason for cancellation or forfeiture.
- d. Proposer shall list if it has filed for protection under Federal Bankruptcy Laws. List the date, Court of Jurisdiction, and amount of assets and liabilities.

#### 5.1.11 Financial Background

Proposer is expected to have the financial ability to proceed with the Concession if selected; therefore, proposer's financials will not be a required part of this RFP. Upon review of the proposals, CID reserves the right to request any and all financial material it deems relevant in assessing the validity of the proposal.

Requested financial material may include the following:

- a. Furnish the past two fiscal years financial statements prepared in accordance with generally accepted accounting principles with an independent CPA's statement attached and certified by a duly authorized corporate officer. At a minimum, the proposer shall submit the following:
  - i. Balance sheet and income statement for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the Proposer.
  - ii. If a publicly held corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities

and Exchange Commission (“SEC”) on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last Twelve (12) months. Owners of closely held corporations must submit a personal financial statement, current within three (3) months from date of submittal.

- iii. If the proposer is a newly formed entity, please indicate the amount and source of capitalization of company.

<b>SECTION VI – METHOD OF EVALUATION</b>
--

- 6.0 Proposal Evaluation Criteria – The Cedar Rapids Airport Commission will evaluate the proposals received and will award the Concession Agreement to the proposer making the best proposal. Consideration will be given to the following elements:
  - a. The percentage of gross revenue that the proposer agrees to pay to the Commission,
  - b. The Capital Improvement Plan,
  - c. The amount that the proposer agrees to guarantee as annual minimum payment to the Commission,
  - d. The experience and qualifications of the proposer in the conduct of operating Airport Terminal Advertising Concession,
  - e. The Management Plan,
  - f. The Market Strategy,
  - g. Financial Responsibility,
  - h. ACDBE participation (Pass/Fail).
- 6.1 Financial terms will not be the sole determining factor in the award. To determine the award the Commission will use a proposal evaluation method that will enable them to award an agreement to the Proposer offering services and experience that represents the best overall value to the Commission.

**SECTION VII – SIGNATURE PAGE FORM**

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

We choose **NOT** to submit a proposal at this time.  We would like to be considered for future projects.

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GENERAL INFORMATION**

- FOB point in terms of loss or damage is destination.
- Freight and/or delivery charges are to be included in the price of the goods.

**FIRM PRICING**

Offered prices shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the agreement.

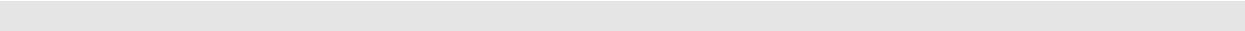
**ADDENDA** - <http://www.flycid.com/rfp>

It is Proposer's responsibility to check for issuance of any addenda at the above website.

The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_



SECTION VIII – PROPOSAL FORM

The undersigned, herein referred to as the Proposer, having familiarized themselves with the legal advertisement, Instructions to Proposers, Proposal Form and Concession Agreement Requirements relating to the proposed Agreement for the operation of the Airport Terminal Advertising Concession at The Eastern Iowa Airport and having acquainted themselves with the facilities hereby proposes to operate the Airport Terminal Advertising Concession at The Eastern Iowa Airport pursuant to the terms and conditions of the Concession Agreement attached hereto and made a part hereof.

Proposer agrees to pay to the Commission a percentage of gross revenue for each of the years the contract is in effect as follows:

Percentage of Gross Revenue: \_\_\_\_\_ % Technology/Digital Displays  
\_\_\_\_\_ % Static Displays

Proposer agrees that the Commission shall receive a minimum annual guarantee (as described in the Concession Agreement) of not less than the following amount for the first Lease Year of the Agreement.

<u>Lease Year</u>	<u>Minimum Annual Guarantee (MAG)</u>
1	_____

NOTE 1: The minimum percentage of gross revenue shall not be less than 33%. Proposals offering less may be rejected.

NOTE 2: Each lease year after the first lease year, including those under any renewal term, the minimum annual guarantee shall be the minimum annual guarantee for the preceding year or 85 percent of the total percent of Gross Revenues paid for the preceding lease year, whichever is greater.

The Cedar Rapids Airport Commission reserves the right to reject any and all proposals and the right to waive any irregularity or technical deficiencies in any proposal:

IF PROPOSER IS PROPOSING AS AN AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE, PROPOSER'S ACDBE QUALIFICATION FORM HAS BEEN COMPLETED IN FULL AND IS ATTACHED HERETO, AND MADE A PART HEREOF.

It is agreed that the Cedar Rapids Airport Commission reserves the right to waive informalities and to reject any or all proposals.

Attached is the required proposal guarantee in the amount of Five Thousand Dollars and No Cents (\$5,000.00). In making this proposal, we fully understand that this amount will be forfeited as liquidated damages if we fail to furnish the required Bonds, Certificates of Insurance, and execute the Concession Agreement if selected.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUMMARY**

Summarize the reasons that you believe this proposal should be accepted. Identify the key strengths of your company and personnel.

STATEMENT OF COMPLETENESS

State of \_\_\_\_\_ County of \_\_\_\_\_

(I), (We), the undersigned, being duly sworn and acting as an \_\_\_\_\_ of \_\_\_\_\_, do hereby affirm that (I), (We) have the responsibility and authority for providing information on behalf of \_\_\_\_\_ and that same as submitted is true, accurate and correct.

Further, (I), (We), hereby affirm that \_\_\_\_\_ to the best of (my) (our) knowledge and belief meets the criteria and possesses those qualifications required of the Cedar Rapids Airport Commission for the Operation of the Airport advertising displays at The Eastern Iowa Airport.

If proposer is an individual, sign here:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Doing Business As

If proposer is a partnership or joint venture, at least two (2) partners or each of the joint venturers must sign here:

\_\_\_\_\_  
(Partnership or Joint Venture Name)

(NOTE: Attach additional signature pages as necessary.)

By: \_\_\_\_\_  
(Member of the Partnership or Joint Venture)

By: \_\_\_\_\_  
(Member of the Partnership or Joint Venture)

If proposer is a corporation, the duly authorized officer(s) must sign as follows:

\_\_\_\_\_  
(Corporation Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

SECTION IX – ACDBE PROPOSER'S FORM

**INFORMATION FOR DETERMINING AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) ELIGIBILITY FOR AIRPORT TERMINAL ADVERTISING AT THE EASTERN IOWA AIRPORT.**

This schedule must be completed if the firm or person submitting a proposal (the Proposer) for the Management and Operation of the Airport Terminal Advertising Concession at The Eastern Iowa Airport is submitting a proposal as a Disadvantaged Business Enterprise.

1. Name of Proposer:

---

2. Address of Proposer:

---

---

---

3. Telephone number of Proposer: (\_\_\_\_)\_\_\_\_\_

4. Indicate whether Proposer is sole proprietorship, partnership, joint venture, corporation or other business entity:

---

---

5. Nature of Proposer's primary business:

---

---

---

6. Years Proposer has been in business:

---

7. Ownership of Proposer: Identify those who own an interest of five percent (5%) or more in Proposer:

---

---

---

SECTION X – PROPOSAL BOND FORM

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation, authorized to do surety business in the State of Iowa, as Surety, are held and firmly bound unto The Eastern Iowa Airport (CRMA), as Obligee, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) in lawful money of the United States of America, for the payment of which sum, will and truly to be made, said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

The condition of this obligation is such that, if the Obligee, Cedar Rapids Airport Commission, shall make an award to the Principal of the Agreement for:

**AIRPORT TERMINAL ADVERTISING CONCESSION  
THE EASTERN IOWA AIRPORT**

according to the terms of the proposal made by the Principal therefor, and the Principal shall duly make and enter into a Contract with the Obligee in accordance with the terms of said proposal and award and shall give bonds for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall in case of its failure to do so, pay to the Obligee the sum hereof as liquidated damages which the Obligee shall suffer by reason of such failure, but not exceeding the penalty of this Bond, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have executed this proposal Bond this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Principal

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

THIS CONCESSION AGREEMENT, hereinafter referred to as "Agreement" and/or "Lease", made and entered into on this \_\_\_\_ of \_\_\_\_\_, 2019, by and between the CEDAR RAPIDS AIRPORT COMMISSION, hereinafter referred to as "COMMISSION" and \_\_\_\_\_, hereinafter referred to as "CONCESSIONAIRE",

WITNESSETH:

SECTION 1. GENERAL PROVISIONS

That for and in consideration of the payments and agreements hereinafter mentioned to be made by Concessionaire, Commission does hereby grant to Concessionaire the right to serve as non-exclusive National, Regional, and Local Sales Representative for all advertising displays at The Eastern Iowa Airport (Airport) and to solicit and make contracts in its own name for advertising and exhibit material to be displayed therein. While the Federal Aviation Administration (FAA), the City of Cedar Rapids, the Commission, and the various tenants at the airport terminal and certain others shall have the right to erect certain advertising or display materials, no other entity shall be granted the right by the Commission to an extensive for-profit advertising program which would materially and adversely impact Concessionaire's ability to generate revenue. The approximate number, types and sizes of advertising and exhibit spaces, and their locations as shown in Exhibit A, as well as additional locations as may be authorized from time to time by the Commission as being available to Concessionaire will be at the sole discretion of the Commission.

Right to Develop Airport - The parties hereto further covenant and agree that the Commission reserves the right to further develop or improve the airport terminal and all landing areas and taxiways as it may see fit, regardless of the desires or view of the Concessionaire and without interference or hindrance. In such instances, the costs of development and financial impact as they affect the Concessionaire, shall be borne by the Commission and Concessionaire according to mutually agreed upon terms and conditions.

Incorporation of Exhibits - All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

Right to Amend - In the event that the FAA or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the Airport, or otherwise, the Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required for FAA.

Rules, Regulations, and Ordinances - Commission shall adopt and enforce rules, regulations, and ordinances, which Concessionaire agrees to observe and obey, with respect to the use of the Airport. Concessionaire shall not violate, or knowingly permit its agents, contractors, or employees acting on Concessionaire's behalf to violate any such rules, regulations, and ordinances.

Compliance with Law - Concessionaire shall comply, at all times during the term of this Agreement, at its own cost and expense, with all applicable present and future ordinances and laws of city, county, or state government or of the United States Government, and of any political division or subdivision or agency, authority or commission thereof which may have jurisdiction to pass laws or ordinances with respect to the uses hereunder or the premises. In addition, Concessionaire shall not

allow any illegal activity to be conducted, to be operated, or to occur on any Airport area leased or assigned to Concessionaire.

Reservation of Rights - Any and all rights and privileges not granted to Concessionaire by this Agreement are hereby reserved for and to Commission.

Successors and Assigns Bound by Covenant - All the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of successors, assigns, and legal representatives of the respective parties hereto.

Governing Law - This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Iowa.

Non-waiver of Rights - No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions contained herein, to be performed, kept, and observed by the other party.

Severability - If one or more clauses, sections, or provisions of this Agreement, or the application thereof, shall be held to be unlawful, invalid, or unenforceable, the remainder and application hereof of such provision shall not be affected thereby.

Paragraph Headings - The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Force Majeure - Commission shall not be liable for delays in performance caused by acts of God or government authority, war, riot, sabotage, storm, flood, strikes or labor disputes, or other cause beyond the reasonable control of Commission.

Transition Period - shall mean the four-month period from the Commencement Date of December 1, 2019 and terminating on March 31, 2020. The Transition Period allows the Concessionaire to acquire and install capital improvements and negotiate contracts or agreements with advertising customers.

Agreement Year - shall mean each successive twelve-month period during the term hereof commencing on the Commencement Date of December 1, 2019.

Lease Year - shall mean each successive twelve-month period during the term hereof commencing on April 1, 2020.

Incorporation of Concessionaire's Proposal - submitted in response to the Commission's Request for Proposals (RFP) dated August 5, 2019 (the "Proposal") is incorporated into and made a part of this Concession Agreement (the RFP and such sections of the Proposal are attached as Exhibit B). The Concessionaire shall be obligated to meet all specifications its Proposal. However, where an express provision of this Concession Agreement is in conflict with any provision of the Proposal, the Concession Agreement shall control unless the Commission deems that the provision in the Proposal describes a higher level of service than the Concession Agreement provision.

## SECTION 2. TERM OF AGREEMENT

Subject to earlier termination as hereinafter provided, the term of this Agreement shall be for a period of Five (5) years commencing on December 1, 2019 and terminating at midnight on November 30, 2024.

## SECTION 3. TERMINATION OF AGREEMENT

This Agreement shall terminate at the end of the term set forth in Section 2 above, and thereafter Concessionaire shall have no further rights, privileges, or uses as set forth herein. Upon the termination of this Agreement, as herein set out, Concessionaire shall remove all equipment, displays, furniture and advertising media and leave the premises in good condition. Good condition includes, but is not limited to, patching holes, painting, wallpapering, etc., normal wear and tear excepted.

At the date of termination, as set forth in Section 2 above, any fees due hereunder shall be payable only to said date of termination and thereafter all of Concessionaire's rights and privileges and Commission's obligations shall cease. All improvements made to Premises and all additions and alterations thereto made upon said area shall be and remain the property of Commission, except that Concessionaire shall have the right to remove its non-fixed display units, removable fixtures and other trade fixtures and personal property from the premises if in the sole determination of Commission said removal will not cause any damage to the facility.

At the date of termination as set forth in Section 2 above, the Airport Director reserves the right with written notification to require Concessionaire to leave its display units in place for a period not to exceed Thirty (30) days after the termination date of this Agreement as set forth in Section 2 above. If Commission does not exercise its right to require Concessionaire to leave its display units in place, then Concessionaire shall remove its material within Seventy-two (72) hours following the termination date as set forth in Section 2 above. If Concessionaire fails to remove said property within Seventy-two (72) hours, said property shall be considered abandoned and Commission may dispose of same as it sees fit and charge Concessionaire for the cost of said removal.

Unless otherwise specified by Concessionaire, all ad copy is understood to be the property of the advertising customers. In the event of termination under this Article 3, Concessionaire shall be responsible to return all ad copy to the respective advertising customers within Forty-eight (48) hours of the above termination date.

Prior to the termination, Concessionaire shall provide Commission with a schedule for the removal of Concessionaire's equipment, for Commission's approval.

## SECTION 4. TERMINATION BY CONCESSIONAIRE OR THE COMMISSION

- A. This Agreement shall be subject to cancellation by Concessionaire or the Commission in the event of any one or more of the following events:
1. The permanent abandonment of the Airport.
  2. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof in such a manner as to substantially restrict Concessionaire from operating therein for a period in excess of Ninety (90) days.

3. The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of Ninety (90) days.
- B. Upon termination of this Agreement for any reason, Concessionaire at its sole cost and expense, shall remove from the property and premises of the Commission by the termination date, all advertising frames, contrivances, equipment and materials which Concessionaire and those claiming by, through or under it, were permitted to install or maintain under the rights given by this Agreement, and shall restore said property and premises to the condition that existed immediately prior to the commencement of this Agreement, reasonable wear and tear allowed, and if it shall fail to do so within Thirty (30) days, then the Commission may effect such removal or restoration at the cost and expense of Concessionaire and Concessionaire agrees to pay the Commission such cost and expense promptly upon receipt of proper invoices therefore.

#### SECTION 5. RELOCATION DURING TERM OF AGREEMENT

In the event Commission requires the premises, either whole or in part, for municipal or aviation purposes or finds a more beneficial use, either whole or in part for the premises, Commission shall have the right, subject to Thirty (30) days' written notice by Airport Director, to relocate or replace Concessionaire's advertising displays, equipment, furniture, and improvements thereto in a substantially similar form at another generally comparable location in the terminal building. The cost of such relocation shall be borne by Commission.

#### SECTION 6. PERCENTAGE, FEES, AND PAYMENTS

During the Transition Period of this Agreement, Concessionaire agrees to pay without demand to Commission for the use of the premises and attendant rights and privileges granted by Commission hereunder a fee as hereinafter provided: \_\_\_\_\_ Percent (\_\_\_\_\_% ) of the Gross Revenues of Concessionaire, as herein defined.

During each Lease Year of the term of this Agreement, Concessionaire agrees to pay without demand to Commission for the use of the premises and attendant rights and privileges granted by Commission hereunder a fee as hereinafter provided:

A. A Minimum Annual Guarantee in the sum of \_\_\_\_\_ during each lease year of the Agreement.

- or -

B. \_\_\_\_\_ Percent (\_\_\_\_\_% ) of the Gross Revenues of Concessionaire, as herein defined, whichever amount shall be greater.

The Minimum Annual Guarantee for each Lease Year shall be paid in equal installments of One-twelfth (1/12) of the annual Minimum Annual Guarantee payable in advance and without demand on or before the First (1st) day of each and every month during the term of this Agreement.

Concessionaire shall submit to the Commission by the Twentieth (20<sup>th</sup>) day of the Second (2<sup>nd</sup>) and each succeeding month of the term, and One (1) month following the end of term, hereof, One (1) copy of an accurate statement of Gross Revenues for the preceding month, and simultaneously therewith shall pay the Commission an amount by which the percentage of the Gross Revenues of the preceding month exceeds One-twelfth (1/12) of the Minimum Annual Guarantee. This statement

shall be certified by a representative properly authorized to provide and certify the statement on behalf of Concessionaire.

In its monthly statement to Commission, Concessionaire shall include but is not limited to provide the following:

1. A listing of displays by type that are presently rented to a paying customer.
2. The name of paying customer in each display and revenue received.
3. A listing of displays for the month being used for public service announcements or other fillers.
4. The percentage of unsold displays as compared to the total of displays controlled by Concessionaire.
5. A description of sales calls promoting advertising opportunities at the airport including marketing materials used (if any).
6. A list of current advertising agreements.
7. Current advertising rates and any locations added or removed during the previous month.
8. A monthly report of ACDBE participation under the Concession Agreement in a format approved by the Commission.
9. Other information the Concessionaire may wish to provide and/or the Commission may request.

In the event Concessionaire fails to pay the fees as required to be paid under the provisions of this Agreement within Thirty (30) days after the same shall become due, an additional One and One-half percent (1.5%) per month shall accrue against the delinquent payment(s) until the same are paid. Implementation of this provision shall not preclude the Commission from terminating this Agreement for default in the payment of fees or charges, or from enforcing any other provisions contained herein.

The term "Gross Revenues" as used herein shall be defined as the amount received by Concessionaire from advertisers or their agencies for the use of advertising facilities under this Agreement, but shall not include any amount paid by advertisers in connection with design, fabrication, installation or removal of the advertiser's displays or any amount paid by the advertisers to Concessionaire for telephone service. It is further understood that such gross receipts shall not include standard commissions not to exceed Fifteen (15%) paid to advertiser's recognized advertising agencies, quantity purchase discounts actually allowed, uncollectibles at year end not to exceed Two and One-Half Percent (2.5%) of Gross Revenue, Concessionaire shall provide a list of said uncollectible amounts along with the account name and address, or any taxes imposed by law which are separately stated to and paid by a customer and directly payable to Concessionaire.

Concessionaire may deduct from Gross Revenues the amount of any sales, use, gross receipts or personal property taxes, which are levied by the State of Iowa or any subdivision thereof, paid by Concessionaire in connection with its operations under this Agreement. Concessionaire may establish a single rate for telephone center installations that will include telephone service charges. In this event, Concessionaire may deduct from each month's receipts the actual telephone charges paid by Concessionaire for that month's telephone service and pay to the Commission the applicable percentage of the remainder.

Concessionaire shall pay and submit all reports and payments required by this Agreement to the address shown below, until changed by written notification:

Airport Director  
The Eastern Iowa Airport  
2515 Arthur Collins Parkway SW  
Cedar Rapids, IA 52404

Commission shall send any and all notices to Concessionaire under this Agreement to the address shown below, until changed by written notification:

---

---

---

**SECTION 7. RECORDS/ACCOUNTING**

Concessionaire, during the term of this Agreement, shall maintain and keep, or cause to be maintained and kept, a full, complete and accurate permanent record and account of all sales of advertising space and services and all sums of money paid or payable for, or on account, or arising out of the business transactions conducted with respect to said terminal advertising by or for the account of Concessionaire for each day of the term hereof and such records and accounts and all supporting records at all times shall be open to inspection and audit by the Commission and its duly authorized agents or representatives and shall be produced at the Airport within Sixty (60) days' upon written request of the Commission.

In addition, Concessionaire agrees to furnish to Commission annually an audited statement of gross receipts including the auditor's report issued thereon. Such audit shall be in accordance with Generally Accepted Accounting Principles (GAAP), and in a form acceptable to the Airport Director. This report shall be due at the office of the Airport Director no later than Ninety (90) days after the end of Concessionaire's agreement year for each full or partial year of this Agreement.

Concessionaire shall keep and preserve or cause to be kept and preserved, until the Commission authorizes the destruction thereof, all records relating to the sale of advertising space under this Agreement.

At the end of each Agreement year, a review shall be made of the payments during the previous Twelve (12) months. If during the Agreement year Concessionaire had paid more than the greater of the Minimum Annual Guarantee for such Agreement year or the percentage of the Gross Revenues as set forth in Section 6 for the Agreement year, then (1) after submission of the annual audit report by Concessionaire, and (2) said audit has been properly reviewed by Commission, then the necessary credit shall be given to Concessionaire by applying such to the next monthly payment or succeeding payments. If the Agreement has been terminated, then any necessary credit shall be paid to Concessionaire within Sixty (60) days of the termination date of this Agreement. Any past due payments owed by Concessionaire to Commission shall be first deducted. Any reduction by Concessionaire of Concessionaire's required monthly payment prior to the annual audit review approval shall be grounds for termination of this Concession Agreement. The Agreement year shall extend from the First (1<sup>st</sup>) day of March to the last day of February of the following calendar year.

**SECTION 8. FAA PROVISIONS**

Concessionaire, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Concessionaire shall maintain and operate such facilities and services in compliance with

all other requirements imposed pursuant to 49 CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Concessionaire, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Concessionaire assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, sex, and national origin be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Concessionaire or its transferee for the period which Federal assistance is extended to the Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

Concessionaire agrees to furnish said services on a reasonable and not unjustly discriminatory basis to all users thereof and to charge reasonable and not unjustly discriminatory prices for each unit or service; provided, that Concessionaire may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 and as said act may be amended from time to time.

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between Commission and the United States and/or the State of Iowa relative to the operation, maintenance, development, or administration of the Airport. The execution of which has been required as a condition precedent to the transfer of Federal rights or property to Commission for Airport purposes, or to the expenditure of Federal or State of Iowa funds for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, and as said act may be amended from time to time.

This Agreement is subject to the requirements of the U. S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, sex or national origin in connection with the award or performance of any agreement covered by 49 CFR Part 23, Subpart. Concessionaire agrees to include the above language in any subsequent agreements that it enters and cause those businesses to similarly include the statements in further agreements.

Concessionaire agrees to comply with the Americans with Disabilities Act (1990) and any amendments and regulations thereto with regards to Concessionaire's operations and premises on the Airport.

#### SECTION 9. LAWS, ORDINANCES, AND REGULATIONS

Concessionaire shall comply with all laws, ordinances, regulations, and rules of the Commission and the Federal, State, County, and City governments, which may be applicable to its operation under this Agreement.

Concessionaire further agrees to abide by all rules and regulations adopted by the Commission relating to protection of the environment.

#### SECTION 10. APPROVAL OF ADVERTISING MATERIAL

All advertising material and exhibit material, advertisements and manner of presentation shall be subject to approval by the Commission. The Commission may disapprove any such items at its own discretion. Concessionaire will immediately remove from the Airport premises at its sole cost and expense, upon written demand of the Commission or its authorized representative, any advertising material that may be considered objectionable by Commission. In the event such material is not removed immediately upon receipt of written demand, the Commission's authorized representative may remove said material or display and Concessionaire will pay any expense or storage rental incurred by such action. The Commission or its authorized representative shall not in any way be held responsible or liable for any damage to the materials so removed.

Upon the Commission's request, Concessionaire shall submit to Commission executed copies of contracts or agreements between Concessionaire and advertising customers.

#### SECTION 11. FACILITIES AND SERVICES TO BE PROVIDED BY COMMISSION

Commission shall, without cost to Concessionaire:

- A. Supply electrical outlets at each approved location and any additional approved locations.
- B. Provide electrical current in reasonable amounts for the lighting of advertising material and for the operation of the displays.
- C. Without incurring any liability for property damage, provide reasonable (as determined by the Commission) police surveillance and protection of the displays against vandalism or trespass and will report to Concessionaire the discovery of any damage or unsightly appearance requiring immediate correction.
- D. Provide Concessionaire with all requested and available information pertaining to the traffic exposure, positions of all advertising facilities within the Airport and pertaining to the availability of such facilities for sale and to authorize Concessionaire to include all such information in its schedules and promotional material.

#### SECTION 12. IMPROVEMENTS BY CONCESSIONAIRE

Upon approval from the Airport Director, the Concessionaire may enter the areas designated by the Airport Director. The Concessionaire shall provide the designated areas with all improvements necessary for the customary operation of such advertising services in a first class manner and as

listed in Exhibit C. The Commission shall determine to pay the vendor/contractor for the capital improvements directly or reimburse the Concessionaire if the Commission instructs the Concessionaire to pay for the capital improvements.

All structural improvements, equipment and interior design and decor constructed or installed by the Concessionaire, its agents, or contractors, including the plans and specifications, shall conform to all applicable statutes, ordinances, building codes, and rules and regulations.

One (1) set of final plans and specifications as approved for the Assigned Areas within the Terminal must be submitted to the Commission. Work or construction shall not commence until written approval from the Airport Director is received and the plans are approved.

The Airport Director shall, within Fourteen (14) days of receipt of any such plans, either approve or disapprove the plans and/or specifications submitted by the Concessionaire. Approval by the Airport Director of any plans and specifications refers only to the conformity of such plans and specifications to the general architectural and aesthetic plan for the designated areas and such approval shall not be unreasonably withheld. Such plans and specifications are not approved for architectural or engineering design or compliance with applicable laws or codes and Commission, acting through its Airport Director by approving such plans and specifications, assumes no liability or responsibility hereof or for any defect in any structure or improvement constructed according to such plans and specifications. The Airport Director reserves the right to reject any designs submitted, and shall state the reasons for such action.

In the event of rejection by the Airport Director, the Concessionaire has Fourteen (14) days to submit necessary modifications and revisions.

All permanent improvements made to the Assigned Areas and additions and alterations thereto made to the Assigned Areas by the Concessionaire shall be and remain the property of the Commission.

### SECTION 13. SERVICES AND EQUIPMENT TO BE FURNISHED BY CONCESSIONAIRE

Concessionaire shall, without cost to Commission:

- A. Maintain display inventory in a first-class manner during the entire term of this Agreement, including replacing lights and cleaning the inventory.
- B. Insert all advertising material whenever possible at hours of minimum passenger and visitor activity within the Airport or at such hours as are approved by the Airport Director or his designated representative.
- C. Continuously promote the concept of advertising in the airport terminal and conscientiously solicit and endeavor to sell local, national, and regional advertisers and advertising agencies on the use of the advertising facilities located in the Airport.
- D. Provide to Commission scenic views, public service announcements, Commission internal promotions and advertising, as well as in-kind media exchanges with organizations identified and approved by the Commission to fill unsold locations. Concessionaire will create, at its expense, copy and wraps to be approved by the Commission. At no time shall a display location be vacant or empty.

- E. Act as advertising consultant to Commission, rendering advice and information from Concessionaire's national and regional offices.
- F. Furnish all additional display inventory and maintain same in a first-class manner during the entire term of this Agreement, including replacing, repairing, and cleaning the inventory.

#### SECTION 14. DEPRIVAL OF ADVERTISING SPACE

If Concessionaire is deprived of its advertising space in said Airport because the premises are rendered untenable or unfit for the uses and purposes contained in this Agreement, without fault on the part of Concessionaire, its employees, agents or independent contractors, or if the public is denied normal access to the Airport or any parts of the terminal containing advertising display of Concessionaire's, for any reason, including but not by way of limitation; a strike affecting a major airline servicing the Airport, the Commission shall allow a proportionate abatement of the payments due hereunder.

If, within Ninety (90) days after the premises have been rendered untenable or unfit as above described or the public has been denied normal access to the Airport and said premises shall not have been repaired or reconstructed, or placed in operation, Concessionaire may give the Commission written notice of its intention to cancel this Agreement in its entirety as of the date of such damage or destruction or denial of access, without any liability being incurred thereby on the part of Concessionaire or Commission.

#### SECTION 15. ASSIGNMENT

This Agreement shall not be assigned, transferred, pledged or otherwise encumbered, without the prior written approval of the Commission.

#### SECTION 16. INDEMNIFICATION, HOLD HARMLESS, INSURANCE, AND BOND

- A. To the fullest extent permitted by law, Concessionaire shall defend, indemnify and hold harmless the City of Cedar Rapids, Iowa, the Commission and their employees for all claims, suits, and actions of every name and description brought against them or which may result, for or on account of, any injuries or damage received or sustained by any person, or property, arising out of the operations, use or activities by the said Concessionaire, its agents, servants or employees. The Concessionaire shall name the City of Cedar Rapids, Cedar Rapids Airport Commission, and all their employees as additional insureds on its liability policy for such purpose. Concessionaire expressly assumes full responsibility for any and all losses caused to Commission premises resulting from the activities of Concessionaire, its officers, employees, sub-concessionaires, and others affiliated with Concessionaire.
- B. Concessionaire will defend or settle, at its own cost and expense, any claim or suit against the Airports Authority alleging that any product furnished under this Concession Agreement infringes on any federal, state or common law patent, trademark, copyright or trade secret rights. Concessionaire will pay all damages and costs that by final judgment may be assessed against the Commission due to such infringement. Concessionaire shall have sole control of the defense or settlement of any claim or suit. If any product or equipment become, or, in Concessionaire's opinion, are likely to become, the subject of a claim of infringement, Concessionaire will, at its option, procure the right to continue using the applicable product; or replace the product with a non-infringing comparable product; or

modify the product so it becomes non-infringing and performs in a substantially similar manner to the original product.

- C. Comprehensive General Liability: Concessionaire shall procure and maintain during the life of the Agreement One Million Dollars (\$1,000,000) combined single limit per occurrence including, but not limited to, broad form property damage, personal injury, contractual, independent contractors, underground explosion and collapse hazard, and premises/operations.
- D. Automobile Liability: Concessionaire shall procure and maintain during the life of the Agreement One Million Dollars (\$1,000,000) combined single limit per accident for any auto, hired autos, and non-owned autos for bodily injury and property damage.
- E. Worker's Compensation and Employers Liability: Concessionaire shall procure and maintain during the life of the Agreement Worker's Compensation and Employers Liability insurance as required by the statutes of the State of Iowa.
- F. Property Insurance: Concessionaire shall procure and maintain during the life of the Agreement, Property Insurance in a form at least as broad as the standard Insurance Services Office special cause of loss form covering all structural or other improvements installed by Concessionaire in the premises, and all fixtures, furnishings, equipment and decoration kept, furnished or installed by Concessionaire.
- G. Subcontractors: Concessionaire shall require that any of its agents and subcontractors who perform any of Concessionaire's management and oversight responsibilities pursuant to the provisions of this Agreement meet the same insurance requirements as are required of Concessionaire.
- H. Third-Party Insurance: Concessionaire shall: (1) require that any agents and/or customers who perform work and/or services pursuant to this Agreement shall meet the same insurance requirements as are required of Concessionaire; or (2) provide proof of coverage that such work or services performed by agents and/or customers of Concessionaire is covered by Concessionaire's own insurance. In addition, Concessionaire shall provide insurance on items in the care, custody, and control of Concessionaire to the limits of the items replacement value.
- I. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Commission. At the option of the Commission, both (1) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Cedar Rapids, the Cedar Rapids Airport Commission, and their employees or (2) Concessionaire shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses in an amount specified by the Commission.
- J. Acceptability of Insurers: Insurance shall be placed with insurers that are qualified and licensed to do business in Iowa.
- K. Proof of Coverage: Concurrent with the execution of this Agreement, Concessionaire shall provide proof of insurance coverage by providing a certificate of Concessionaire's insurance coverage, a copy of the declarations page of the insurance policy, and a copy of all endorsements. The certificates of insurance, or endorsements attached thereto, shall provide that (1) Insurance coverage shall not be cancelled, changed in coverage, or reduced

in limits without at least Thirty (30) days' prior written notice to the Commission, (2) The City of Cedar Rapids, the Cedar Rapids Airport Commission and employees are named as additional insureds, (3) The policy shall be considered primary as regards any other insurance coverage the Commission may possess, including any self-insured retention or deductible the Commission may have, and any other insurance coverage the Commission may possess shall be considered excess insurance only, (4) The limits of liability required therein are on an occurrence basis, and (5) The policy shall be endorsed with a severability of interest or cross-liability endorsement providing that the coverage shall act for each insured and each additional insured as though a separate policy had been written for each insured or additional insured; however, nothing contained therein shall act to increase the limits of liability of the insurance company.

- L. Change of Coverage or Cancellation: If the insurance coverage required herein is cancelled, changed in coverage or reduced in limits, within Fifteen (15) days of receipt of notice, but in no event later than Ten (10) days prior to the effective date of cancellation, change or reduction, Concessionaire shall provide to the Commission a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, Commission, without further notice and at its option, either (1) May exercise Commission's rights as provided in the default provisions of this Agreement, or (2) Procure insurance coverage at Concessionaire's expense whereupon Concessionaire promptly shall reimburse the Commission for such expense.
- M. Concessionaire shall provide the Commission, at Concessionaire's sole cost and expense, and shall keep in full force and effect throughout the entire term of this Agreement, a Performance Bond, in a form and drawn on such company that is qualified and licensed to do business in Iowa, in the amount of Fifty Thousand Dollars (\$50,000) annually. In such event, Concessionaire shall submit such adjusted Performance Bond or Irrevocable Letter of Credit within Thirty (30) days of receipt of Commission's notice thereof. Said Performance Bond or Irrevocable Letter of Credit may be drawn upon by Commission if Concessionaire fails to perform its obligations under this Agreement. Concessionaire's failure to provide and maintain current, said Performance Bond or Irrevocable Letter of Credit, shall constitute a default by Concessionaire and shall be grounds for automatic termination of this Agreement.

#### SECTION 17. DEFAULTS BY CONCESSIONAIRE

- A. Failure of Concessionaire to promptly make payments of any charges and amounts required to be paid as set forth in Section 6 herein, shall constitute a default and Commission may at its option, terminate this Agreement after Fifteen (15) days' notice in writing, unless the default be cured within the notice period.
- B. Failure of Concessionaire to comply with any other covenants of this Agreement shall constitute a default, and the Commission may at its option, terminate this Agreement after Thirty (30) days' notice in writing, unless the default be cured within the notice period.
- C. The Commission may, at its option, terminate this Agreement after Thirty (30) days' notice in writing, if a lien is filed against the interest of this Agreement and is not removed within a reasonable time by Concessionaire.
- D. The happening of any of the following events shall constitute a default by Concessionaire and this Agreement shall automatically terminate ipso facto: Abandonment of the premises or discontinuation of operations; filing of insolvency; reorganization or bankruptcy petitions; adjudication as a bankrupt; making of a general assignment for the benefit of creditors.

## SECTION 18. SECURITY, REGULATIONS, AND COMPLIANCE WITH FAR PART 139

Concessionaire agrees to comply at all times with Federal Aviation Regulations (FAR) 139, and to observe all security requirements of Transportation Security Regulations Part 1500, 1520, 1540, and 1542, and the Airport Security Program, applicable parts, as the same may be from time to time amended, which will be furnished to Concessionaire as approved by the Transportation Security Administration (TSA) , and to take such steps as may be necessary or directed by the Commission to ensure that sublessees, employees, invitees, and guests observe these requirements.

If Commission incurs any fines and/or penalties imposed by the TSA or any expense in enforcing the regulations of TSR Part 1542 and/or the Airport Security Program, as a result of the acts or omissions of the Concessionaire, Concessionaire agrees to pay and/or reimburse all such costs and expense. Concessionaire further agrees to rectify any security deficiency as may be determined as such by Commission or the TSA. Commission reserves the right to take whatever action necessary to rectify any security deficiency, in the event Concessionaire fails to remedy the security deficiency.

Concessionaire further agrees to indemnify and hold harmless Commission, its officers, employees, and agents from any and all fines so levied and from any and all claims, demands, liabilities, or expenses of every kind or nature related to such levy or defense to such levy (including, but not limited to, salary of attorneys employed by Commission) which Commission or any of its officers, employees, or other persons set out above shall or may at any time sustain or incur by reason of or in consequence of such acts or omissions. Concessionaire further agrees to indemnify and hold harmless Commission, its officers, employees, and agents from any and all claims, demands and or lawsuits arising out of Concessionaire's or Concessionaire's employees' failure to comply with FAR Part 139 and TSR Parts 1500, 1520, 1540 and 1542, the Airport Security Program or any other applicable law, regulation or rule.

Concessionaire agrees to control all persons and vehicles entering any Airport-restricted area (including aircraft movement area) through its leased space in accordance with the Airport Security Program and in compliance with TSR Parts 1500, 1520, 1540, and 1542 as such currently exist and are amended from time to time.

## SECTION 19. AGREEMENT BINDING

The terms of this Agreement shall be binding upon the executors, administrators, successors, and assigns of the parties hereto.

## SECTION 20. STATUS OF CONCESSIONAIRE

It is understood and agreed that Concessionaire does not lease any space from the Commission and is not a Lessee or Tenant of any space hereunder. Concessionaire is acting as a sales representative and Commission advertising consultant only. Concessionaire shall not be construed as the agency or employee of the Commission for any purpose or in any manner whatsoever. Concessionaire is to be, and shall remain, an independent contractor or independent representative with respect to all rights, privileges, obligations, and services performed under this Agreement.

## SECTION 21. FIXTURES

All electrical alterations, modifications, additions or improvements (except for movable advertising displays, movable personal property and removable trade fixtures), at any time placed in or upon the Airport by Concessionaire shall be deemed to be and become a part of the realty and the sole and absolute property of the Commission. Moveable advertising displays, movable personal property

and other removable trade fixtures shall not be deemed to become the property of the Commission and Concessionaire shall have the right to remove said property from the premises on or before the time of termination of this Agreement.

## SECTION 22. ENVIRONMENTAL REGULATIONS

Notwithstanding any other provisions of this Agreement, Concessionaire acknowledges that certain properties and uses of properties within the Airport are subject to environmental regulations. Concessionaire agrees to observe and abide by said regulations as applicable to its use of the Airport, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Concessionaire, Concessionaire hereby expressly warrants, guarantees, and represents to Commission that Concessionaire agrees to comply with all applicable Federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance.

Any agency Notice of Violation or similar enforcement action or notice of non-compliance shall be provided by Concessionaire to Commission within Twenty-four (24) hours of receipt by Concessionaire or Concessionaire's agent. Violation of any part of the provisions of this Article or disposition by Concessionaire of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, industrial cooling water, sewage or any other materials in violation of the provisions of this section of this Agreement shall be deemed to be a default under this Agreement and, unless cured within Ten (10) days of receipt of notice from Commission shall be grounds for termination of this Agreement, and shall also provide Commission grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Agreement.

Concessionaire is responsible for payment of any and all fines imposed as a result of acts of non-compliance with Federal, state, or local regulations, statutes, and/or laws in effect now or in the future concerning environmental impacts that is a direct result of Concessionaire's negligence in management of the Airport Advertising Facilities.

Concessionaire agrees to abide by all Federal, state, and local regulations, statutes, and/or laws in effect now or in the future concerning storm water requirements.

## SECTION 23. PUBLIC ANNOUNCEMENTS

No public releases, promotional materials, or other announcements related to this Concession Agreement, or the services provided by the Concessionaire under the Concession Agreement, are permitted without coordinating and obtaining the prior written approval of the Commission.

## SECTION 24. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Concessionaire and the Commission. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

IN WITNESS WHEREOF, Concessionaire and the Commission have executed this Agreement as of the day and year first above written.

CEDAR RAPIDS AIRPORT COMMISSION

COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

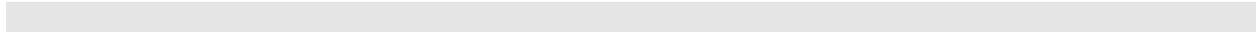
ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



ATTACHMENT B – PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal (the "Principal") and \_\_\_\_\_, a Corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact a surety business in the State of Iowa, as surety (the Surety), are held and firmly bound unto the Cedar Rapids Airport Commission (Commission), in amount of Fifty Thousand and no/100 dollars, (\$50,000.00) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the obligation of this bond is such that:

WHEREAS, the Principal entered into a written Concession Agreement with the Commission, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, for the Operation of certain facilities and certain premises, as more particularly described therein for the purpose of operating the Airport Advertising Concession.

WHEREAS, the Principal has been licensed by the Commission under the Agreement upon the condition that the Principal fully and faithfully performs all of its obligations under the Agreement, including, without limitation, the payment to the Commission of all fees and charges specified therein.

NOW THEREFORE, if the Principal shall, in all particulars well, truly, and faithfully perform and abide by the Agreement and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon the Principal by the terms of the Agreement; and if the principal shall protect and save harmless from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of the Agreement resting upon the Principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no modifications or amendments in the Agreement shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS whereof, the Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year set forth below.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

PRINCIPAL:  
\_\_\_\_\_

SURETY  
\_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

ATTEST:  
\_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

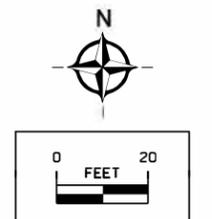
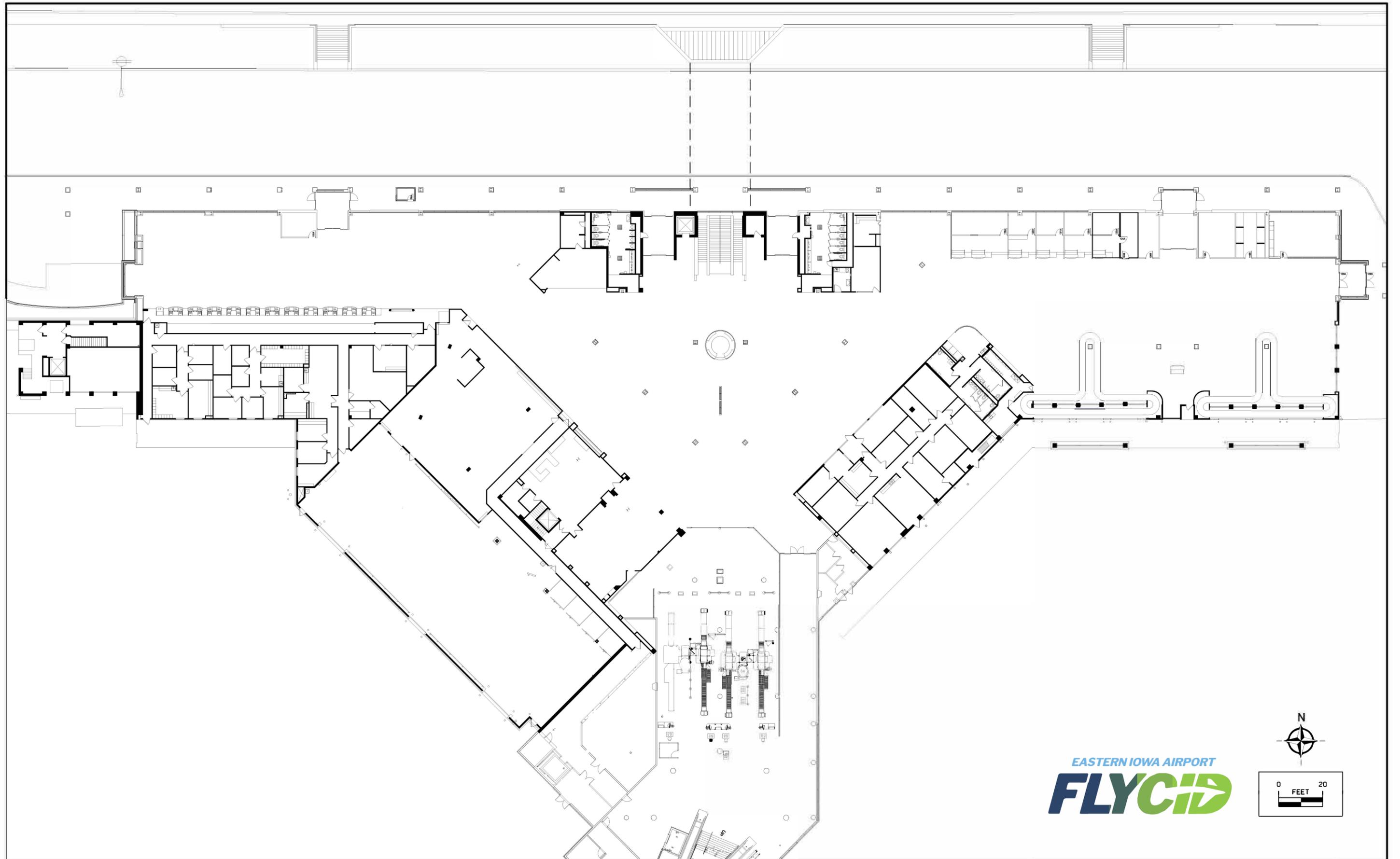
TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

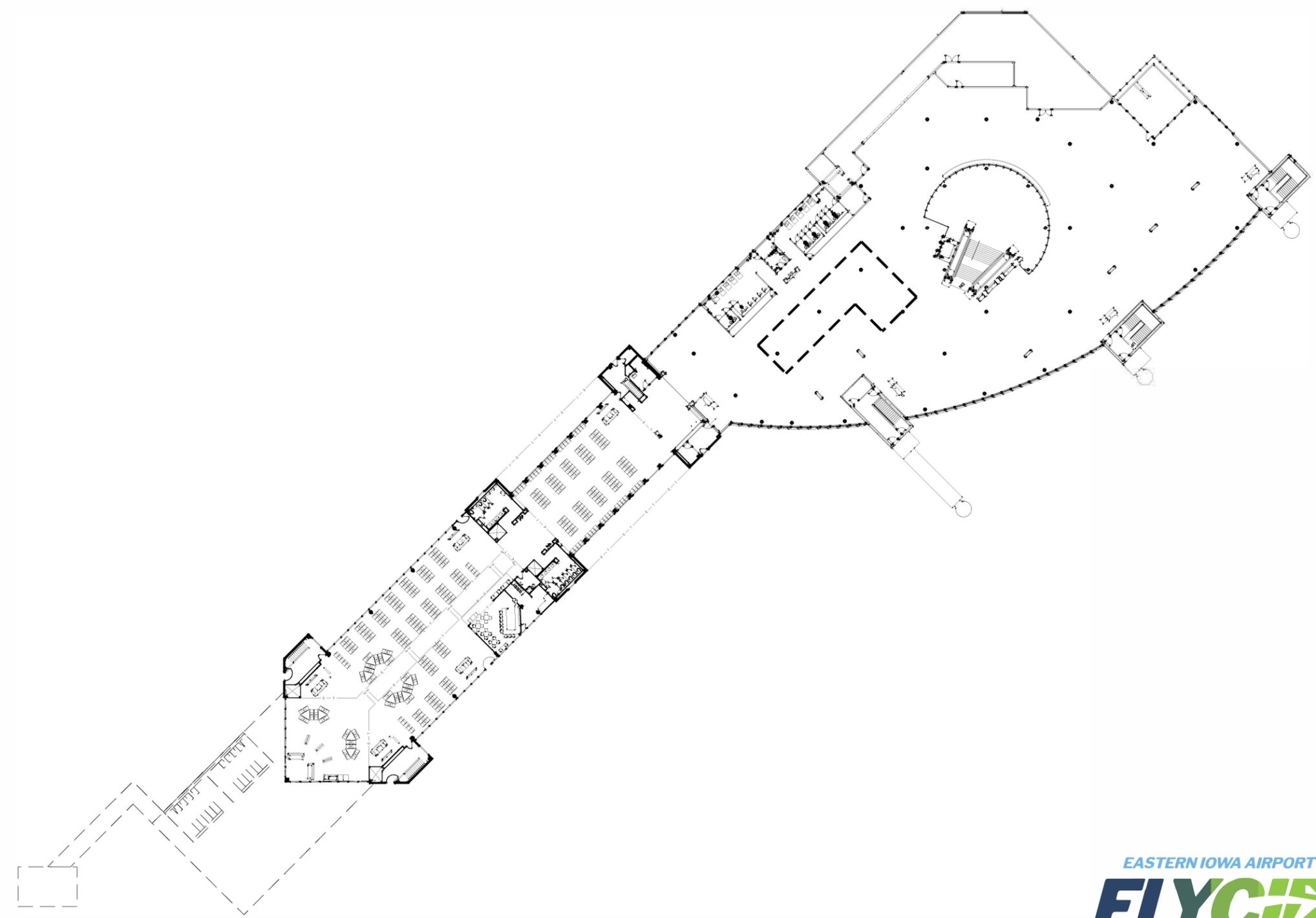


**THE EASTERN IOWA AIRPORT**

THE EASTERN IOWA AIRPORT - CEDAR RAPIDS, IOWA

ATTACHMENT C  
TERMINAL BUILDING FLOOR PLAN

1/2



# THE EASTERN IOWA AIRPORT

THE EASTERN IOWA AIRPORT - CEDAR RAPIDS, IOWA

ATTACHMENT C  
TERMINAL BUILDING FLOOR PLAN

2/2