REQUEST FOR PROPOSAL
TO PROVIDE MOWING & LAWN CARE SERVICES

THE EASTERN IOWA AIRPORT
2515 ARTHUR COLLINS PARKWAY SW
CEDAR RAPIDS, IA 52404

February 24, 2020
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SECTION I – NOTICE OF REQUEST FOR PROPOSAL (RFP)

1.0 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before 2:00 PM CDT on Wednesday February 11, 2020, at the Office of the Airport Director, The Eastern Iowa Airport, Administrative Office Building, 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa 52404 for mowing and related lawn care services on approximately 48 acres at the airport as requested by Airport designee.

1.1 RFP Timeline
The following schedule has been established for this selection process:

<table>
<thead>
<tr>
<th>Scheduled Item</th>
<th>Scheduled Date</th>
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<tbody>
<tr>
<td>RFP Release Date (flyCID.com/rfp)</td>
<td>Monday, February 24, 2020</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>None</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>Tuesday, March 3, 2020, 4:00 PM CDT</td>
</tr>
<tr>
<td>Final Addenda, if any, posted on Airport’s website</td>
<td>Wednesday, March 4, 2020</td>
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<tr>
<td>Proposal Due Date and Time</td>
<td>Wednesday, March 11, 2020, 2:00 PM CDT</td>
</tr>
<tr>
<td>Selection and Award by Commission</td>
<td>Monday, March 23, 2020, 7:30 AM CDT</td>
</tr>
<tr>
<td>Contract Commencement</td>
<td>Negotiated, No later than mid-April – June 1st</td>
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</tbody>
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SECTION II – GENERAL TERMS AND CONDITIONS

2.0 General

2.0.1 The Cedar Rapids Airport Commission (also referred to as Commission), is soliciting proposals from a qualified company (also referred to as Company or Companies, Proposer, herein), to provide Mowing and Lawn Care Services to The Eastern Iowa Airport.

2.1 Pre-Proposal Meeting

2.1.1 In addition to the information contained in the Request for Proposal (also referred to as RFP), there will be no pre-proposal meeting associated with this Proposal. Proposers are encouraged to submit questions by email to e.lyle@flyCID.com or fax 319-362-1670.

2.2 Receipt and Opening of Proposals

2.2.1 Proposers must submit one (1) original copy and one (1) electronic PDF file on a compact disk (CD) or Universal Serial Bus portable flash memory card (USB flash drive) in a sealed envelope at the Administrative Office Building (date and time stamped) by Wednesday, March 11, 2020 before 2:00 PM CDT (our clock), 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 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 – Mowing Services” due on Wednesday, March 11, 2020 before 2:00 PM CDT. Any proposal received after 2:00 PM CDT on March 11, 2020 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 informalities 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 Wednesday, March 11, 2020 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 on the airport’s website. Proposal results will not be given over the telephone. Proposals may be withdrawn anytime prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

2.2.7 A Certificate of Insurance must be on file and approved by the Commission’s Risk Manager before this project can begin. See Section VI – Insurance Requirements, which details the exact requirements of the Commission.

2.2.8 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 Addenda

2.3.1 Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by Tuesday, March 3, 2020 at 4:00 PM CDT. The Company shall promptly notify Erik Lyle, Airport Maintenance Supervisor by e-mail e.lyle@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 and posted on the TEIA website: http://www.flyCID.com/rfp. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of Attachment C - Signature Page.

2.4 Important Exceptions to Contract 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 Attachment C - 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."
SECTION III – SPECIAL TERMS AND CONDITIONS

3.0 Agreement Forms

3.0.1 If a Proposer intends to request that the Commission enter into any agreement form in connection with the award of this contract, the form must be submitted with the proposal for review by the Commission’s legal counsel during the evaluation of proposals. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm’s relationship to the Proposer.

3.0.2 Proposers are advised that in the event any such agreement contradicts the Commission requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses.

3.0.3 If no agreement form is included with the proposal, no such form will be approved by the Commission during the evaluation or award processes, or following award of contract.

3.1 Term of Agreement

3.1.1 The initial term shall be for the calendar year 2020 mowing season.

3.1.2 The Commission and the Contractor(s) may renew the original contract for two (2) additional one (1) year mowing seasons by mutual agreement in writing.

3.1.3 Following Commission approval, a Letter of Agreement, prepared by the Commission and signed by the Airport Director, shall become the document that authorizes the contract to begin, assuming the insurance 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 contract.

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

3.2 Contractor’s Employees

3.2.1 The Commission reserves the right to require the Contractor to remove any employee from the work area whom the Commission has deemed incompetent, careless, insubordinate, or whose continued employment on the work site is deemed by the Commission to be contrary to the public interest.

3.2.2 Contractor Security Procedures – Mowing and lawn care services provided in the Landside Areas of the Airport do not require an Airport Identification (Badge). Company ensures that any of its employees, or any employee of its contractors or agents that require unescorted access to the security identification display area (SIDA) to perform work under the Agreement is to be badged with an Airport Identification (Badge) provided by Commission’s ID Badging Department and shall be subject to passing the Airport provided SIDA Badge training course, an FBI fingerprint-based Criminal History Records Check (CHRC), and a Transportation Security Administration (TSA) Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC discloses a disqualifying criminal offense or is unable to pass the TSA threat assessment, the individual’s Badge application will be rejected.
3.2.3 The cost of the CHRC is currently $50.00 per individual and will be part of Company's operating expenses, not reimbursable by the Commission. This cost is subject to change without notice. All Badged employees of Company or its contractors or agents shall wear the Badge on the outermost garment at all times while on duty or in the SIDA. If any Company Badged employee or any Badged employee of its contractors or agents is terminated or leaves Company's employment, Commission must be notified and the Badge must be returned to Commission immediately. Company shall be assessed a $50.00 fine for each Badge that is lost, stolen, terminated, unaccounted for, or not returned to Commission at the time of Badge expiration, termination of the Agreement, termination of employment of any Badged employee, or upon written request by Commission. Replacement of lost or stolen Badge a second time is $75.00; third and final is $100.00. This fine shall be paid promptly by Company and will not be reimbursed by Commission. The fine is subject to change without notice and Company will be responsible for paying any increase in the fine. Replacement of lost or stolen key(s) will result in Company paying for re-keying of lock and new key(s).

3.2.4 Company, its officers, employees, agents, subcontractors, 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, subcontractors, 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, subcontractors, 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.

3.2.5 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, subcontractors or any independent Contractors working under the direction of either the Company or subcontractor in the performance of this Contract.

3.3 Payment

3.3.1 The Commission's procurement card program allows authorized Commission employees to purchase services using a MasterCard. Please indicate on the Signature Page whether your company will accept payment by MasterCard. Services authorized under this contract that are not charged to the Commission MasterCard will be paid for upon receipt of an original invoice within thirty (30) days. Invoices shall be addressed as follows: The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52402-8952 or emailed to AP@flyCID.com.

3.3.2 Invoice shall be submitted once per month and shall include the following information:
- Contractor name, address and Airport PO number
- Date and description of work completed including address/location
- Who performed the Work, equipment used, number of hours worked, hourly labor rate and total labor rate charged
- The total amount being invoiced
SECTION IV – SCOPE OF WORK, SPECIFICATIONS, & MINIMUM REQUIREMENTS

4.1 Scope of Work

The Eastern Iowa Airport is seeking proposals from qualified Contractors who have the ability, labor, materials and equipment to provide mowing and related lawn care services at The Eastern Iowa Airport.

4.2 Execution of Work

Mowing activities shall be provided during the typical season from mid-April through late October each year of the Contract. Frequency of mowing and related lawn care services to the various areas (up to 48 acres) will vary. Mowing shall not commence before 7 a.m. and shall be completed the same day by 8 p.m., Monday through Friday. If mowing activities are not completed by 8 p.m., mowing shall commence the next business day after 7 a.m. The Contractor shall contact the Airport’s designee prior to starting Work on site, and prior to leaving after completion of mowing for a quality review of the Work performed.

4.3 Equipment

There will be seven (7) modes of billing activities, with recommended mower widths, that will be allowed for billing purposes and they are:

1) Gas Trimmer
2) Hand Mower (30” to 36”)
3) Small Mower (5’)
4) Medium Mower (6’-10’)
5) Large Mower (15’)
6) Extra Large Mower (15’+)
7) Brush and Debris Removal

4.4 Trimming

Trimming shall be done 6 times per year. Unless Airport designee requires more work or less in an area. All mowing equipment shall have protective shields in place to prevent foreign objects from being thrown from the cutting unit. All cutting blades shall be maintained in good cutting condition and be sharp enough to cleanly cut the grass blades without ripping or tearing. All machine mowers shall be set to a height of 3 to 4 inches. All mowers shall be operated so as to prevent scalping, rutting or other damage to fences, signs, delineators, shrubs, fixtures and any Airport property. The Contractor shall repair all damage caused by the mowing operations. Inadequate equipment or lack of proper equipment shall not be an excuse for failure to mow areas requested by The Eastern Iowa Airport in the required timeframe.

4.5 Maintenance of Traffic

Contractor shall be responsible for signage and any traffic control activities as required by the City of Cedar Rapids Traffic Control Policies and the Manual on Uniform Traffic Control Devices (MUTCD). Loading or unloading zones shall provide flaggers, warning signs or other suitable protective devices to alert pedestrians, bicyclists and motorists of work activities conducted within the work zone.

4.6 Mowing Requirements

The Contractor will be notified by the Airport designee and a work order submitted outlining the scope of work required for each area. Work shall be completed within three (3) business days of the assigned work order date unless otherwise negotiated. The Contractor shall notify the Airport of inability to complete requested work in the timeframe required with the next date to complete
requested work. Continued inability to complete requested work order, if not weather related, shall be grounds for contract termination. It shall be necessary for the Contractor to have an assortment of equipment to successfully be able to provide the level of services desired. Some examples are, but not limited to, the following:

- Two (2) 54”-60” mowers
- One (1) 36”-48” mower
- One (1) tractor mounted rotary mower
- One (1) 12’ or larger bat-wing type mower to do large properties
- String trimmers with poly cut head and blades
- A haul vehicle capable of hauling debris and brush to the airport’s designated area

Mowing shall be done to a 3 to 4 inch height. Any excessive windrows shall be either bagged and/or mowed over again to disperse. All areas shall be string trimmed only when specifically requested by the airport’s designee to give a finished appearance.

All mowing services shall be provided with the most cost effective mower possible (i.e. 12’ or larger on a 2-3 acre property; 36” on a 4,500 sq. ft. property, etc.).

Contractor shall pick up and dispose of any trash on turf. If contractor fails to pick up trash and debris is scattered, the Commission will assess a fee of $50.00 for the first item and $35.00 an hour thereafter to be deducted from the invoice.

All bills submitted shall be reviewed and checked against past mowing practices to establish an efficiency rating. All discrepancies will be subject to further review and possible adjustment of fees to be paid.

4.7 Additional Work

Additional work shall be performed at the request of the Airport and paid for as additional work at the agreed upon rate. The Airport shall provide three (3) days advance notice of additional work.

4.8 Contractors Employees

The Contractor shall only furnish employees who are competent and skilled for work under this contract and have a current valid permit where applicable. Contracted lawn care services are an extension of The Eastern Iowa Airport; thus the quality is of great importance and should be reflected in each employee’s appearance, duties and actions while providing services for the Airport.

If, in the opinion of the Airport, an employee of the contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on Airport property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

4.9 Safety

Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, equipment and furnishings shall be protected by the proposer from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor. The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.
SECTION V – METHOD OF EVALUATION

5.0 Contract Award

Any contract award(s) made by the Commission is subject to prior approval by the Commission. Award of contract shall be made to the most responsible and responsive proposal from a Company whose proposal offers the greatest value to the Commission with regard to the criteria detailed and the specifications set forth herein.

5.1 Proposal Evaluation Criteria

In general, proposals will be evaluated based on, but not limited to, the evaluation criteria stated below and the completeness, clarity, and content of the proposal.

5.2 Qualifications and Experience

- Years of experience of key personnel
- Resources & equipment available to perform services
- Feedback from references & key business partnerships, including performance on other airport or city contracts
- Cost proposals for services provided to the Commission
- Company Responsiveness to RFP
- Total scope of services offered

5.3 The Commission reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the Commission’s overall interests.

5.4 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 a contract to the Proposer offering services and experience that represents the best overall value to the Commission.

5.5 At the discretion of the evaluation team, the top proposer(s) may be invited to submit a “best and final offer” to negotiate cost or deliverables.

5.6 The Airport would then enter into contract negotiations with the top Proposer.

SECTION VI – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

COMPANY, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance to cover all risk, which shall arise directly or indirectly from COMPANY’S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the COMPANY’S employees carrying out the work involved in this contract.

2. **General Liability Insurance** with limits of liability of at least $1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the COMPANY or its employees carrying out the work involved in this contract.

3. **Automotive Liability Insurance** with limits of liability of at least $1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of the scope of work.
**Subcontractors:** In the case of any work sublet, the COMPANY shall require subcontractors and independent contractors working under the direction of either the COMPANY or a subcontractor to carry and maintain the same workers compensation, liability insurance, and automotive liability insurance required of the COMPANY.

**Qualifying Insurance:** Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of “B” or better. All policies shall be occurrence form and not claims made form. The COMPANY shall be responsible for deductibles and self-insured retentions in the COMPANY’S insurance policies.

**CERTIFICATE OF INSURANCE REQUIREMENTS**

I. The minimum liability limits required by the COMMISSION are **$1,000,000**. This must be occurrence form liability coverage.

II. The following address must appear in the Certificate Holder section: Cedar Rapids Airport Commission, The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404.

III. Certificate of Insurance must be provided prior to the execution of this Agreement. Certificates may be sent by e-mail to b.davis@flyCID.com, faxed to 319-362-1670, mailed, or delivered. List on the certificate the contract name covered by the certificate of insurance. Proposal Name: Sampling, Testing and Reporting of Storm Water

IV. During the term of the Agreement, COMPANY shall provide the COMMISSION with renewed certificates of insurance 20 days prior to policy expiration dates.

--------------------------------------------------------------------------------------------------- End of Section ---------------------------------------------------------------------------------------------------
SECTION VII – GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY**
   - The word COMMISSION refers to the Cedar Rapids Airport Commission throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the COMMISSION.

2. **PROPOSER QUALIFICATIONS**
   - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is in arrears to the Commission upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or that is deemed irresponsible or unreliable by the Commission. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.

3. **PROPOSAL FORM**
   - In case of a discrepancy between the unit price and the extended price, the unit price shall prevail. The Proposer shall submit its Proposal on the forms furnished by the Commission.

4. **SPECIFICATION DEVIATIONS BY THE PROPOSER**
   - Any deviation from this specification MUST be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer’s name should be clearly shown on each document.

5. **COLLUSIVE PROPOSAL**
   - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

6. **BROCHURES**
   - Proposals shall include adequate brochures, latest printed specifications, and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.

7. **SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS**
   - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will NOT be considered in awarding of Proposals.

8. **PROPOSAL CHANGES**
   - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.

9. **PROPOSAL PREPARATION COSTS**
   - Issuance of this Request for Proposals (RFP) does not commit the Commission in any way, to pay any costs incurred in the preparation and submission of a Proposal. Nor does the issuance of this RFP obligate the Commission to enter into a contract for any services or equipment. All costs related to the preparation and submission of a Proposal shall be paid by the Proposer.

10. **HOLD HARMLESS AGREEMENT**
    - The Contactor agrees to protect, defend, indemnify and hold harmless The Commission, 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 Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.

11. **ACCELERATED PAY DISCOUNTS**
    - Accelerated discounts should be so stated on your Signature Page. If quick pay discounts are offered, the Commission reserves the right to include that discount as part of the award criteria. Prices proposal or proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

12. **AVAILABILITY OF FUNDS**
    - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).

13. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE**
    - The Commission reserves the right to reject any or all Proposals and to re-advertise. The Commission further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Commission.

14. **PROPOSAL CURRENCY/LANGUAGE**
    - All proposal prices shall be shown in US Dollars ($). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.

15. **PAYMENTS**
    - Payments will be made for all goods/services delivered, inspected, and accepted within 30 days and on receipt of an original invoice.

16. **MODIFICATION, ADDENDA & INTERPRETATIONS**
    - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.

17. **LAWS AND REGULATIONS**
    - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.

18. **SUBCONTRACTING**
    - No portion of this Proposal may be subcontracted without the prior written approval by the Commission.

19. ** ELECTRONIC SUBMITTAL**
    - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal by either airfreight, postal service, or other means.

20. **MISCELLANEOUS**
    - The Commission reserves the right to reject any and all proposals or parts thereof. The Commission reserves the right to inspect Supplier’s facilities prior to the award of this proposal. The Commission reserves the right to negotiate optional items with the successful Proposer.

21. **MODIFICATION OF AGREEMENT**
    - No modification of award shall be binding unless made in writing and signed by the Commission.

22. **CANCELLATION**
    - Either party may cancel the award in the event that a petition, either voluntary or involuntary,
is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

23. **PATENT GUARANTEE** - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the Commission, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Commission.

24. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the Commission shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Commission, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Commission, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of breach of the award by the successful Supplier and the Commission may withhold any payments to the successful Supplier for the purpose of settlement until such time as the exact amount of damages due the Commission from the successful Supplier is determined.

25. **TERMINATION OF AWARD FOR CONVENIENCE** - The Commission may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Commission, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the Commission as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the Commission which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.

26. **FORCE MAJEUERE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefor; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

27. **ACCEPTANCE OF TERMS BY SHIPMENT** - Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the proposal upon the terms and prices set forth herein.

28. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Commission. Any assignment or attempt at assignment made without such consent of the Commission shall be void.

29. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.

30. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this proposal and subsequent awards, Commission holiday closures are typically New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates for your calendars for deliveries, sales calls, etc. throughout the year.) Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the Commission may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

31. **EXTENSION** - Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.

32. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.

33. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.

34. **METHOD OF AWARDING/QUOTING** - The Commission reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an “all or none” condition, the Commission may consider your proposal non-responsive and reject the entire proposal.

35. **TAXES** - The Commission is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Commission is exempt will be deducted from invoices before payment is made.

36. **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law”. By submitting any document to the Commission in connection with a proposal or proposal, the submitting party recognizes this and waives any claims against the Commission and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Commission and its officers and employees harmless from any claims arising from the release of any document or information made available to the Commission arising from any proposal opportunity.
Professional Service Contract Mowing & Lawn Care Services

THIS CONTRACT made and entered into this ___ day of ______________, _______, by and between CEDAR RAPIDS AIRPORT COMMISSION, Operators of The Eastern Iowa Airport, Cedar Rapids, Iowa (Party of the First Part, hereinafter called the Owner) and, __________________ (Party of the Second part, hereinafter called the COMPANY).

WITNESSETH: That the said COMPANY has agreed, and by these presences does agree with the said Owner, for the consideration herein mentioned and required by the Specifications to furnish all services, tools, materials, skill, and labor of every description necessary to carry out and provide in a good, firm and substantial, and workmanlike manner, the services specified, in strict conformity with the Specifications and Instructions to Proposers, together with the foregoing Proposal made by the COMPANY and this Contract. The provision of services covered by this Contract includes all services described in the Proposal and the Specifications, to wit: Provide Mowing and Lawn Care Services to the landside properties at The Eastern Iowa Airport, including equipment, materials, and labor all within a specific response time.

The COMPANY 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, subcontractors, or any independent company working under the direction of either the COMPANY or subcontractor in the performance of this Contract.

The initial term of this Contract is for calendar year 2020 mowing season. In accordance with the provision outlined in Section 3.1 of the Request for Proposal, the Commission and the Contractor(s) may renew the original contract for two (2) additional one (1) year mowing seasons by mutual agreement in writing.

Liquidated damages may be imposed by the Commission to the COMPANY based on each observed violation committed by COMPANY’s disruption of service that will affect compliance with the required levels of service. Liquidated damages in the amount of ($50) fifty dollars per hour reimbursing the Commission for the cost of providing the service and/or other damages incurred by the Commission that are impractical or impossible to determine. COMPANY agrees that the monetary assessment is a reasonable approximation of such damages.

COMPANY will be notified by the Commission in writing of a violation and COMPANY will have ten (10) calendar days from the date of mailing to respond in writing. The Commission’s notice shall include a brief narrative apprising COMPANY of the time, place, and nature of the violation and shall set forth those facts in the possession of the Commission substantiating the violation. COMPANY’s mailed response will be considered timely if post-marked within this ten (10) calendar day period. Failure of COMPANY to respond within this time period will be deemed an admission that the violation occurred. The response will be evaluated by the Airport Director, or his designee, and the violation upheld or reversed in the Airport Director’s sole discretion.

Company shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the Airport.

The Owner shall pay and the COMPANY shall receive the price stipulated in the Proposal hereto attached as full compensation for everything furnished and done by the COMPANY under this Contract, the full sum as follows:
<table>
<thead>
<tr>
<th>Type of Equipment</th>
<th>Per Hour Rate</th>
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<tbody>
<tr>
<td>Gas Trimmer</td>
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<td>Large Mower (15’)</td>
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<td>Extra Large Mower (15’+)</td>
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<tr>
<td>Brush and Debris Removal</td>
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</tbody>
</table>

Based on the Proposal to provide mowing and lawn care services for The Eastern Iowa Airport’s properties, including equipment, materials, and labor all within a specific response time, which sum shall be paid in the manner and terms specified in the Contract documents.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate this ____ day of _____________, 2020.

COMPANY

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

ATTEST: _________________________

CEDAR RAPIDS AIRPORT COMMISSION

By: ____________________________
Name: Pat Baird
Title: Chairman
Date: __________________________

ATTEST: _________________________
ATTACHMENT B – LAWN CARE AREAS

Service areas applicable to this RFP are designated in blue.
Check List of Required Documents

FORM NAME

✓ General Company Information Form
✓ Contractor’s Equipment List
✓ Certification Regarding Ability to Obtain Required Insurance
✓ Proposal Pricing Submittal Form
✓ Signature Page Form
# GENERAL COMPANY PROFILE INFORMATION FORM

<table>
<thead>
<tr>
<th>Company Name</th>
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<tbody>
<tr>
<td>Company Address</td>
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<tr>
<td>Tax Identification #/Contractor’s License #:</td>
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<tr>
<td>General Description of the Company:</td>
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<tr>
<td>Type of Organization (franchise, corporation, partnership, etc.)</td>
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<tr>
<td>Number of years in business:</td>
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## References
List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. (Name of firm, address, contact person, phone number)

**Reference #1 - Name:**
- Address:  
- Contact Person & Phone:  
- Date & Description of Job:  
- Contract Value:  

**Reference #2 - Name:**
- Address:  
- Contact Person & Phone:  
- Date & Description of Job:  
- Contract Value:  

**Reference #3 - Name:**
- Address:  
- Contact Person & Phone:  
- Date & Description of Job:  
- Contract Value:  

## Personnel
Name and title of person overseeing the Airport account:  
Office Phone:  
Mobile:  
Email:  
Names, titles and years of experience of persons expected to service the Airport account:  

## Safety Record
Has your company received an OSHA violation in the past five (5) years?  
- Yes  
- No  
If yes, please attach copies of the citations and an explanation of how they have been resolved.
CONTRACTOR’S EQUIPMENT LIST

Contractor Name: ____________________________________________________________

Date: _____________________________________________________________________

Address where equipment can be inspected: ____________________________________

____________________________________________________________________________

Description of Equipment to be Used for this Contract: ___________________________

<table>
<thead>
<tr>
<th>Description of Equipment to be Used for this Contract:</th>
<th>Estimated Age</th>
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CERTIFICATION REGARDING ABILITY TO OBTAIN REQUIRED INSURANCE

CERTIFICATION BY PROPOSER’S INSURANCE AGENT/BROKER REGARDING PROPOSER’S ABILITY TO OBTAIN REQUIRED INSURANCE COVERAGE AND ENDORSEMENTS

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Attachment B, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverage and endorsements if selected as the successful proposer of the RFP to which my client has responded:

Project Name and Number: 

Legal Name of Proposer: 

Name/Address of Insurance Agency:

Phone: Fax: 

Email: 

Name of Agent/Broker (Print): 

Signature of Agent/Broker:

Date of Signature: 

A Work Order will be the document that authorizes each job to begin. All hours worked will be billed at the proposed rate listed below.

Hourly rates shall include all labor, equipment and materials necessary to provide service as specifically requested in each work order and in accordance with all terms and conditions in this proposal document.

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<td>Brush &amp; Debris Removal</td>
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</table>

Name of Company:

Authorized Signature:

Date:
SIGNATURE PAGE FORM

The undersigned, 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 insurance documents, instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: ____________________________________________________________

Address: ________________________________________________________________

City: ____________________ County: ______________ State: __________ Zip: __________

Authorized Representative (print): _____________________________________________

Authorized Signature: _______________________________________________________

Date: ______________________ E-mail: ________________________________

Phone # ( ) ___________________ Fax # ( ) ________________________________

Iowa Department of Labor Registration Number or Federal ID Number ________________

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

ADDENDA (It is the Proposer’s responsibility to check for issuance of any addenda)
The above-signed hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: ____________ Addenda Number: _____ Date: ____________

Addenda Number: _____ Date: ____________ Addenda Number: _____ Date: ____________

PAYMENT METHOD
Do you accept a credit card for payment of purchases? Yes ☐ No ☐

QUICK PAY DISCOUNT
If you provide a discount for quick payment, please state the discount and terms: _____ % _____ days

Does this discount apply to payments made by MasterCard? Yes ☐ No ☐

SUBCONTRACTORS (Reference General Terms and Conditions, section titled Subcontracting).

If awarded this project, do you plan to use any subcontractors? Yes ☐ No ☐ If yes, list information below.

<table>
<thead>
<tr>
<th>Subcontractor Company Name</th>
<th>Address</th>
<th>IA Contractor Registration #</th>
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☐ We choose not to proposal at this time. ☐ We would like to be considered for future solicitations.