



**Request for Proposal
Sampling, Testing and Reporting of Storm Water
In Accordance with the Airport's NPDES Individual Permit**

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

August 9, 2021

Contents

SECTION I - NOTICE OF REQUEST FOR PROPOSALS	2
SECTION II – GENERAL TERMS AND CONDITIONS.....	2
SECTION III – SPECIAL TERMS AND CONDITIONS.....	4
SECTION IV - MINIMUM REQUIREMENTS	6
SECTION V - METHOD OF EVALUATION.....	9
SECTION VI – PROPOSED FEES.....	9
SECTION VII - SIGNATURE PAGE	10
SECTION VIII - INSURANCE REQUIREMENTS	12
SECTION IX - GENERAL TERMS AND CONDITIONS	13
ATTACHMENT A	15
ATTACHMENT B - OUTFALL MAP.....	22

SIGNIFICANT DATES

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP posted on Airport’s website (www.flyCID.com)	Monday, August 9, 2021
Question/clarification deadline	Monday, August 23, 2021 by 2:00 PM CDT
Final Addenda, if any, posted to Airport’s website	Tuesday, August 24, 2021
Response deadline	Tuesday, September 7, 2021 by 2:00 PM CDT
Selection and Award	No later than Monday, September 27, 2021
Contract term begins	Friday, October 1, 2021

SECTION I - NOTICE OF REQUEST FOR PROPOSALS

1.0 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before 2:00 PM Central Daylight Time (CDT) on Tuesday, September 7, 2021 at the Office of the Airport Director, the Eastern Iowa Airport, Administrative Office Building, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404 for Sampling, Testing and Reporting of Storm Water In Accordance with The Airport's NPDES Individual Permit

1.1 RFP Timeline

Name of the Proposal	Sampling, Testing and Reporting of Storm Water
Date of Issuance	Monday, August 9, 2021
Deadline for Questions	Monday, August 23, 2021 at 2:00 PM CDT
Deadline for Proposal Submittal	Tuesday, September 7, 2021 at 2:00 PM CDT
Recommendation for Award	No later than Monday, September 27, 2021 at 7:30 am CDT
Submit Proposal to:	The Eastern Iowa Airport Administrative Office Building 2515 Arthur Collins Parkway SW Cedar Rapids, IA 52404
Method of Submittal	Mail or Overnight Delivery, In Person Fax proposals are not acceptable
Contact Person, Title	Todd Gibbs, CM, Director of Operations
E-mail Address	T.Gibbs@flyCID.com
Phone/ Fax Numbers	Phone: 319-731-5718 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 a qualified company (also referred to as Company or Companies, Proposer, herein), to provide Sampling, Testing and Reporting of Storm Water 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 either in email or fax to T.Gibbs@flyCID.com or 319-362-1670 by Monday, August 23, 2021 at 2:00 PM CDT.

2.2 Receipt and Opening of Proposals

2.2.1 Proposers must submit one (1) original and one (1) electronic copy in PDF format 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 Tuesday, September 7, 2021 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 – Sampling, Testing and Reporting of Storm Water due on Tuesday, September 7, 2021 before 2:00 PM CDT.** Any proposal received after **2:00 PM CDT on September 7, 2021** 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 Tuesday, September 7, 2021** 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 VIII – 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 Monday, August 23, 2021 at 2:00 PM CDT. The Company shall promptly notify Todd Gibbs, CM, Director of Operations by e-mail T.Gibbs@flyCID.com 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 CID web site: <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 the Section VII - 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 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."

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 of the Agreement for Sampling, Testing and Reporting of Storm Water shall be from October 1, 2021 through September 30, 2024.
- 3.1.2 The Commission and the Contractor(s) may renew the original contract for two (2) additional one-year time periods by mutual agreement. Thirty (30) to sixty (60) days' notice must be given to renew the contract for additional increments.
- 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 - Company ensure 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. Invoice shall be submitted once per month and must clearly state the scope of the project, names of personnel working that month,

number of hours and materials. Invoices shall be emailed to AP@flyCID.com or mailed to The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52402-8952.

SECTION IV - MINIMUM REQUIREMENTS

4.0 Background

- 4.0.1 Individual Permit 57-15-1-45 – On June 1, 2019, the Cedar Rapids Airport Commission was issued the final National Pollutant Discharge Elimination System (NPDES) Individual Permit for the discharge of storm water from the Eastern Iowa Airport. The permit expires on May 31, 2024. The regulated Outfalls include #001, #002, #003, #004, #005, and #010. See attachment #1 for locations and GPS coordinates.
- 4.0.2 Analytical Monitoring Requirements – Analytical analysis shall be performed by a laboratory certified by the State of Iowa to perform the analyses. All analyses reported to the airport, with the exception of those that must be analyzed immediately, must be analyzed using approved methods specified in 40 CFR 136.3. All collected samples shall comply with container requirements, preservation techniques, and holding time requirements specified in 40 CFR Part 136.3. The analyses for ethylene and propylene glycols shall be conducted from the same sample.
- 4.0.3 All samples required to be taken by this permit shall be observed for color, odor, clarity, floating solids, settleable solids, suspended solids, foam, oilsheen and other obvious indicators of storm water pollutions. These observations shall be reported with the other sample results. CID shall be notified within 24 hours whenever obvious indicators of storm water pollution are visually identified.
- 4.0.4 A sampling waiver may be granted by the IDNR if adverse weather conditions prohibit the collection of samples due to dangerous conditions for personnel (such as high winds, blizzard conditions, etc.)
- 4.0.5 Records Contents – Records contents for analytical monitoring information shall include:
- The date, exact place, and time of sampling or measurements;
 - The name(s) of individual(s) who performed the sampling or measurements;
 - Explanations of when samples are not collected (i.e., adverse weather, no discharge)
 - The visual observations detailed in 4.0.3 above.
 - The calibration procedures and results for field instruments;
 - The dates(s) analyses were performed;
 - The time(s) analyses were initiated;
 - The initials or name(s) of individual (s) who performed the analyses;
 - References and written procedures, when available, for the analytical techniques or methods used; and
- 4.0.6 The analytical results submitted in the DNR electronic file format and copies of the original laboratory reports. Each Outfall (001, 002, 003, 004, 005, and 010) has specific monitoring requirements.
- Daily rainfall (24-hour total).

- Monitoring frequencies in Table 1 of discharge for outfalls 001, 002, 003, 004, 005, 010 are imposed: Total BETX and oil & grease shall be monitored 12 months/year during periods of discharge.

TABLE 1

WASTEWATER PARAMETER	FREQUENCY	SAMPLE TYPE
Total BETX (benzene, ethyl benzene, toluene, xylene)	1/month	Grab
Oil and Grease	1/month	Grab

- Sampling at outfall 003 and 10 for the parameters and at the frequencies in Table 2 shall be conducted at any time a discharge to surface waters from Outfall 003 is occurring from October 1 to May 31, at any time a discharge to surface waters is occurring from outfall 003 or outfall 10 during any other month glycol-based anti-icing or deicing compounds are used at the Eastern Iowa Airport, and at any time a discharge to surface waters is occurring from outfall 003 or outfall 10 during any other month glycol contaminated storm water or storm water contaminated with the products of decomposition of glycol is discharged to surface waters, at the following frequencies:

TABLE 2

WASTEWATER PARAMETER	FREQUENCY	SAMPLE TYPE
CBOD ₅	2/week	Grab
Ethylene Glycol	2/week	Grab
Propylene Glycol	2/week	Grab
Dissolved Oxygen	2/week	Grab
TSS (Total Suspended Solids)	2/week	Grab
pH	2/week	Grab
Flow	2/week	instantaneous

- Outfall 001, 002, 003, 004, 005, and 010 and all other known storm water discharges contaminated with glycol based anti-icing or deicing compounds or with products of decomposition of glycol: Monitoring at outfalls and frequencies in Table 3 are required 12 months/year during periods of discharge. Monitoring for outfall 003 and outfall 10 may be conducted at the frequencies in Table 3 only during periods when the frequencies in Table 2 are not required. Monitoring for dissolved oxygen is not required at outfall 001. Monitoring at the outfalls and frequencies in Table 3 is required at the outfalls draining the area at which any chemical for which the facility is required to report releases into the environments under Section 313 of SARA Title III which is classified as a Section 313 water priority chemical and for which any storage vessels in which the chemicals are exposed to storm water.

TABLE 3

WASTEWATER PARAMETER	FREQUENCY	SAMPLE TYPE
CBOD ₅	1/ 2 weeks	Grab
Ethylene Glycol	1/ 2 weeks	Grab
Propylene Glycol	1/ 2 weeks	Grab
Dissolved Oxygen	1/ 2 weeks	Grab
TSS (Total Suspended Solids)	1/ 2 weeks	Grab
pH	1/ 2 weeks	Grab

- Monitoring at the outfalls and frequencies in Table 4 is required 12 months/ year during periods of discharge to surface waters. The parameters in Table 4 are possible products of decomposition of glycols or additives that may be added to glycols to formulate deicing and anti-icing fluids. If there is no discharge during a specified time period, no sampling is required for that period. Whenever possible the grab samples shall be taken when pollutant concentrations in the storm water/melt water discharges from deicing/ant-icing operations are expected to be at a maximum. This table applies to Outfalls 001, 003, and 010.

TABLE 4

WASTEWATER PARAMETER	FREQUENCY	SAMPLE TYPE
Ethanol	1/ 2 weeks	Grab
Acetic Acid	1/ 2 weeks	Grab
Propionate (IUPAC name propanoate)	1/ 2 weeks	Grab
n-propanol (IUPAC name propan-1-ol)	1/ 2 weeks	Grab
Propionaldehyde	1/ 2 weeks	Grab
Benzotriazole	1/ 2 weeks	Grab

- 4.0.7 For field measurements, instrument calibration shall be conducted prior to each sampling event and on the day of sampling. If a dissolved oxygen or pH measurement indicates concentrations exceeding the Permit Effluent Limits, instrument re-calibration shall be immediately conducted and the measurement re-collected, A field measurement exceedance shall only be reported if the re-calibrated and re-measured concentration indicated an exceedance of the Permit Effluent Limits. CID shall be notified within 24 hours whenever field measurements of dissolved oxygen or pH exceed the Permit Effluent limits. Field measurements shall be re-checked the following days(s) to verify duration of the non-compliance condition.
- 4.0.8 CID will provide the outfall 003 basin level
- 4.0.9 All work performed shall conform to industry standards. The Commission reserves the right to check the Contractor's methods against acceptable industry practices and standards.
- 4.0.10 The analytical results submitted in the DNR electronic file format and copies of the original laboratory reports shall be submitted to CID on a monthly basis. Upon CID review, Contractor shall submit the DNR electronic report to the field office. In addition,

sampling reports must be received in CID offices no later than 5 days after the end of the quarter (January 1, April 1, July 1, and October 1) for CIDCID's reporting requirements to IDNR. Sampling reports shall consist of the record contents listed in 4.0.5 above.

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.
- 5.0.1 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.
- 5.1.1 Qualifications and Experience
- Years of experience of key personnel
 - Feedback from references & key business partnerships
- 5.1.2 Cost proposals for services provided to the Commission
- 5.1.3 Company Responsiveness to RFP
- Total scope of services offered
- 5.2 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.
- 5.3 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.

SECTION VI – PROPOSED FEES

- 6.0 Total Aggregate Annual Cost
- The Proposer shall submit a Total Aggregate Annual Cost for the testing parameters and sampling frequencies outlined in Section IV of the RFP document. Total Annual Aggregate Costs shall include but is not limited to all labor, testing, travel, materials, reporting, postage, subcontractor costs, resource charges, and all other costs associated with completion of sampling, testing, and reporting requirements outlined in Section 4.0, and as outlined in the Permit.
- The Owner anticipated the Total Aggregate Annual Cost to be a not-to-exceed amount, billed on a Time and Materials basis.
- 6.1 Individual Tests – Estimated Costs
- The Proposer shall also submit an estimated cost per test, including all labor, sampling, materials, reporting, etc. to be used as basis for contract adjustment should sampling frequencies and/or parameters change as conditions merit (discharge conditions, permit modification, etc.) during the contract period.

SECTION VII - SIGNATURE PAGE

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

We choose **NOT** to submit a proposal at this time, but 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 # () _____

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 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.

ADDENDA - <http://www.eiairport.org/about/requests.html>

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: _____

PAYMENT METHOD

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

QUICK PAY DISCOUNT

If you provide a discount for payment by credit card, please state the discount:

DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL

1. Signature Page – See Section VII
2. General Company Profile Information

SECTION VIII - 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.

SECTION IX - 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 set off 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 MAJEURE** - 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 therefore; 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 on 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 AWARDDING/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 recognized this and waives any claim 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.

ATTACHMENT A

Professional Service Contract Sampling, Testing, and Reporting of Storm Water

This Contract between the CEDAR RAPIDS AIRPORT COMMISSION, (hereinafter called "Commission"), and _____ (hereinafter called "Company") is entered into on _____.

1. SCOPE OF SERVICES

Company shall specifically perform all of the tasks and achieve the objectives set forth in their proposal dated _____, 2021, which is attached hereto as Exhibit A and incorporated herein by reference; and the Request for Proposal (RFP) dated August 9, 2021, which is attached hereto as Exhibit B and also incorporated herein by reference. If there is a variance between the Contractor's proposal and the Request for Proposal, the latter shall be controlling, unless otherwise provided for in writing.

2. STAFFING

Company's employees listed below are to be assigned to the project:

<u>Names</u>	<u>Position</u>	<u>Billing Rate</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Company shall not replace above listed employees and/or positions, without the prior approval of the Commission. If the successor to said employees and/or position cannot be mutually agreed upon, the Commission shall have the right to terminate this Contract upon thirty (30) days' notice. Any replacement of the listed personnel shall be by persons of equal qualifications, which shall be attested to by Company. The Company shall be required to give this contractual obligation top priority.

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.

3. TERM OF CONTRACT

This Contract shall commence on October 1, 2021, and shall terminate on September 30, 2024, unless terminated by the Commission pursuant to the provisions of this Contract, whichever occurs first. The Commission and the Contractor(s) may renew the original contract for two (2) additional one-year time periods by mutual agreement. Thirty (30) to sixty (60) days' notice must be given to renew the contract for additional increments.

4. DATES OF PERFORMANCE AND SCHEDULE

Company shall begin work on October 1, 2021, and work shall be completed as listed and agreed upon as per the schedule of work as set forth in the RFP as shown in Exhibit B.

5. COMPENSATION

Company shall be compensated for work performed on an hourly basis at the billing rates listed in Section 2 of this Contract. Out-of-pocket expenses consisting of testing, travel, materials, reporting, postage, subcontractor costs, resource charges, and other costs associated with completion of the sampling, testing, and reporting requirements as outlined in the RFP will be reimbursed at actual costs subject to approval by the Commission. The total compensation to Company for services performed under the Contract shall not exceed \$_____ unless agreed to by the Commission in writing. As a matter of practice, the Commission attempts to pay all invoices in 30 days. If no disputes arise, and the invoice has not been paid 60 days after it was received by the Commission, the Company may file a claim for 15 percent (%) (annual rate) on amounts not paid after the 60th day. 10 percent (%) of each billing may be retained by the Commission, and paid upon Company's satisfactory completion of all terms of the Contract.

6. BILLING

Company shall provide Commission with monthly billings, which shall include, but not be limited to, the following:

- A. Name of employee
- B. Dates and hours worked
- C. General task performed; and
- D. Detail of out-of-pocket expenses, including supporting documentation indicating their purpose, such as testing, travel, materials, reporting, postage, subcontractor costs, etc., for these expenditures provided for in the Contract.

7. OWNERSHIP OF DATA

All completed or partially completed data, documents, and electronic media including reports, spreadsheets, basic notes, testing results, charts, and computations prepared under the terms of the Contract shall be delivered to and become the exclusive property of the Commission. Therefore, any reports, information and data, given to or prepared or assembled by Company under this Contract shall not be made available to any individual or organization by Company without the prior written approval of Commission. No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Company. In the event any of the above documents are re-used by the Commission, the nameplates will be removed and the Company will be released of subsequent liabilities. There shall be no legal limitations upon the Commission in the subsequent use of data or ideas developed in this project and incorporated in the preliminary or final reports.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Company.

8. AUDIT AND INSPECTION OF RECORDS

Company shall permit the authorized representatives of Commission, after reasonable notice, to inspect and audit all data and records of Company related to carrying out this Contract for a period up to three years after completion of the Contract. The prime Company must obtain prior written Commission approval for all subCompanies and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the prime Company and its Commission-approved sub-Company and/or associates, which binds the sub-Company to the same contract terms and conditions as the prime Company.

9. AFFIRMATIVE ACTION

The Company assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Company assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Company assures that it will require that its covered suborganizations provide assurances to the Company that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

10. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Contract, Company shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Company will post in conspicuous places, available for employees and applicants for employment, notices to be provided by Commission, setting forth the provisions of the non-discriminatory clause.

Company agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the certificate attached hereto as Attachment A and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Company's work force, where these groups may have been previously underutilized and underrepresented. Company also agrees that in the event of any dispute as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the Non-Discrimination, Equal Opportunity or Affirmative Action provisions of this section has been determined by Airport, Company shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If after notice of a violation to Company, further violations of this section are committed during the term of the Contract, Airport may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Company for use in completing the Contract, or it may permit Company to complete the Contract, but, in either event, Company shall be ineligible to propose on any future contracts let by Commission.

11. INDEMNITY

The Company agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Commission, and its agents, officers and employees, from and against all loss or expense including costs and attorney’s fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Company, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

12. INSURANCE

The Company shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers’ Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the Commission’s Director of Finance and Administration. Acceptable proof of such coverages shall be furnished to the Commission prior to services commenced under this Agreement.

The Company shall provide evidence of the following coverages and minimum amounts.

Type of Coverage Minimum Limits

Workers Compensation	Statutory
Employer’s Liability	\$500,000
Commercial or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Professional Liability Minimum Limits	
Errors & Omissions	\$1,000,000 Per Occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident All Autos- Owned, non-owned and/or hired
	Uninsured Motorists per Iowa requirements

The Company shall furnish the Commission with a certificate(s) of insurance showing Company has complied with this Article and also naming the Cedar Rapids Airport Commission and its officers and employees and the City of Cedar Rapids and its officers and employees as additional insured for general liability.

13. TERMINATION BY COMPANY

Company may, at its option, terminate this Contract upon the failure of the Commission to pay any amount, which may become due hereunder for a period of seventy-five (75) days following submission of appropriate billing and supporting documentation. Upon said termination, Company shall be paid the compensation due for all services rendered through the date of termination including any retainage.

14. TERMINATION BY COMMISSION FOR VIOLATIONS BY COMPANY

If Company fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, Commission shall thereupon have the right to terminate it by giving thirty (30) days' written notice of termination of contract, specifying the alleged violations and effective date of termination. It shall not be terminated if, upon receipt of the notice, Company promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the Commission will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Company for use in completing the Contract.

15. UNRESTRICTED RIGHT OF TERMINATION BY COMMISSION

Commission further reserves the right to terminate this Contract at any time for any reason by giving Company thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Company shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Company shall be paid for all services rendered through the date of termination. This section also applies should the Commission fail to appropriate additional monies required for the completion of the Contract.

16. INDEPENDENT COMPANY

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Commission or its successors or assigns and Company or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Company is at all times acting and performing as an independent Company, duly authorized to perform the acts required of it hereunder.

17. SUBCONTRACTS

Assignment of any portion of the work by subcontract must have the prior written approval of Commission.

18. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

19. PROHIBITED PRACTICES

Company, during the period of this Agreement, shall not hire, retain or utilize for compensation any member, officer, or employee of Commission, or any person who, to the knowledge of Company, has a conflict of interest.

20. NOTICES

Notices to Commission provided for in this Contract shall be sufficient if sent by Certified or Registered mail, addressed to Office of the Airport Director, the Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404, and notices to Company shall be sufficient if sent by Certified or Registered mail, addressed to _____, _____, _____, _____ or to such other respective addresses as the parties may designate to each other in writing from time to time.

21. AIRPORT SECURITY

Company covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and comply with all laws, statutes, rules, regulations and orders, including Federal Regulation TSR 1542, promulgated by any Federal, state, or local agency, authority, or officer, including the Federal Aviation Administration (FAA), the Federal Transportation Security Administration (TSA) and the U.S. Department of Justice. In addition, Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with Airport rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by the Commission.

Should a penalty be imposed on Commission for an incident involving Company's breach of security, Company agrees to reimburse Commission for any and all such penalties including, but not limited to, civil fines which may be imposed upon the Commission by any state, local or federal agency, or officer, including the TSA.

Company ensure 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 Contract 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 and 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. 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 subcontractors 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 subcontractors 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 \$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).

22. CONFIDENTIALITY

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

23. MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Iowa. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Company acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local, or Federal law, rules, regulations, and orders.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

COMPANY

CEDAR RAPIDS AIRPORT COMMISSION

By: _____

By: _____

Title: _____

Title: Chairman

Date: _____

Date: September 27, 2021

ATTEST

ATTEST

By: _____

By: _____

Title: _____

Title: Secretary

ATTACHMENT B - OUTFALL MAP

