



**Request for Proposal**

**Janitorial Services for the Terminal Building**

**Friday, May 27, 2022**

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

## TABLE OF CONTENTS

SECTION I - NOTICE OF REQUEST FOR PROPOSALS.....	1
SECTION II – GENERAL TERMS AND CONDITIONS .....	1
SECTION III – SPECIAL TERMS AND CONDITIONS.....	2
SECTION IV - MINIMUM REQUIREMENTS .....	4
SECTION V - METHOD OF EVALUATION .....	6
SECTION VI – PROPOSALS .....	7
SECTION VII - SIGNATURE PAGE.....	8
SECTION VIII - INSURANCE REQUIREMENTS .....	9
SECTION IX - GENERAL TERMS AND CONDITIONS.....	10
SECTION X – PROPOSAL SUBMITTAL FORM .....	14
ATTACHMENT A – SAMPLE CONTRACT.....	15
ATTACHMENT B - TERMINAL MAP .....	22

## SIGNIFICANT DATES

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP posted on Airport's website ( <a href="http://www.flyCID.com">www.flyCID.com</a> )	Friday, May 27, 2022
Deadline for Questions	Monday, June 6, 2022
Proposal Due Date and Time	<b>Monday, June 13, 2022 – 2 PM CDT</b>
Selection and Award by Commission	Monday, June 20, 2022
Contract term begins	September 1, 2022

## SECTION I - NOTICE OF REQUEST FOR PROPOSALS

### 1.0 Notice of Request for Proposal

Notice is hereby given that the Cedar Rapids Airport Commission will receive sealed proposals for Janitorial Services for the Terminal Building before 2:00 PM CDT on Monday, June 13, 2022, at the Office of the Airport Director, Eastern Iowa Airport Administrative Office Building, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404.

### 1.1 RFP Timeline

Name of the Proposal	Janitorial Services for the Terminal Building
Date of Issuance	Friday, May 27, 2022
Deadline for Questions	Monday, June 6, 2022
Deadline for Proposal Submittal	Monday, June 13, 2022 – 2 PM CDT
Recommendation for Award	Monday, June 20, 2022
Submit Proposal to:	Sealed RFP - Janitorial Services Eastern Iowa Airport - Administrative Office Building 2515 Arthur Collins Parkway SW Cedar Rapids, IA 52404
Method of Submittal	US Mail, Overnight Delivery, or In Person. Email or Fax proposals <u>are not</u> acceptable.
Contact Person, Title	Erik Lyle, Airport Maintenance Supervisor
E-mail Address	<a href="mailto:E.Lyle@flyCID.com">E.Lyle@flyCID.com</a>
Phone/ Fax Numbers	Phone: 319-731-5717 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 Janitorial Services for the Terminal Building.

### 2.1 Receipt and Opening of Proposals

**2.1.1** Interested Companies shall submit **one (1) electronic copy of its proposal in a pdf format** and **one (1) hard copy in a sealed envelope marked “Sealed RFP - Janitorial Services”**. All proposals must be received at the Administrative Office Building by **June 13, 2022 before 2PM CDT**, in order to be considered. The Administrative Office Building is located at 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa. Proposals will not be received at any other location, and **proposals sent via email or fax will not be accepted**.

**2.1.2** 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.

- 2.1.3 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 may be deemed unresponsive and may be returned to Company unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.
- 2.1.4 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.
- 2.1.5 Opening: There will be no "formal" proposal opening for this RFP. Proposals will be opened at the Airport Administrative Office Building after the published proposal deadline.
- 2.1.6 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 any time 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.
- 2.1.7 A Certificate of Insurance must be on file and approved by the Director of Finance and Administration before this project can begin. See Section VIII – Insurance Requirements, which details the exact requirements of the Commission.
- 2.1.8 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.
- 2.2 Addenda
  - 2.2.1 Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by Monday, June 6, 2022. The Company shall promptly notify Erik Lyle, Airport Maintenance Supervisor by e-mail [E.Lyle@flyCID.com](mailto:E.Lyle@flyCID.com) or fax to 319-362-1670 upon discovery of any ambiguity, inconsistency, or error in this RFP. Any and all questions will be responded to in the form of written addenda to all Companies. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Section VII - Signature Page.
- 2.3 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.
- 2.4 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 the Janitorial Services for the Terminal Building shall be from September 1, 2022 through August 31, 2023, with Commission option to extend term for four (4) consecutive one-year periods.
  - 3.1.2 The Commission and the Contractor(s) may renew the original contract for additional service by mutual agreement without formal amendment to the Contract.
  - 3.1.3 Following Commission approval, a Professional Services Contract, 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 bidder 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. 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 Public Safety 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 \$65.00 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 fee for each badge that is lost or stolen. Replacement of lost or stolen Badge a second time is \$75.00; third and final is \$100.00. A Signatory non-returned badge fee of \$200.00. This fee is for each Badge that is 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. This fee shall be paid promptly by Company and will not be reimbursed by Commission. The fee is subject to change without notice and Company will be responsible for paying any increase in the fee. 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 (FAA), 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 employees to purchase services using a Visa. Please indicate on the Signature Page whether your company will accept payment by Visa. Services authorized under this contract that are not charged to the Commission Visa 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, and number of hours. All invoices and supporting documentation shall be submitted in pdf format via e-mail to [AP@flyCID.com](mailto:AP@flyCID.com) or mailed as follows: Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404.

## SECTION IV - MINIMUM REQUIREMENTS

### 4.0 Intent

- 4.0.1 This Specification describes the requirements to provide janitorial services for the Terminal Building located at 2121 Arthur Collins Parkway SW, Cedar Rapids, Iowa labor only, two (2) employees at all times from 6 AM to 10 PM Friday through Monday

(128 hours per week), or as otherwise coordinated by the Airport.

- 4.0.2 It is the intent of Specification to stipulate the minimum acceptable requirements of performance and to establish the Proposer's responsibility in furnishing labor to supply the services being advertised for in complete conformance with the operational requirements outlined.
- 4.0.3 In all cases, it is the Proposer's responsibility to supply all information requested by these Specifications exactly as specified. In cases where information is not provided is incomplete, or is in a form not as requested, the purchaser may, at his discretion, rule a Proposer as not responsive to Specifications with regard to the item for which information is requested.

#### 4.1 SPECIFICATIONS

##### 4.1.1 CONTRACTOR QUALIFICATIONS AND PROPOSAL REQUIREMENTS:

- a. DESCRIPTION OF FIRM(S) – Provide a general description of each firm involved with such information as services offered, number of employees, office location(s), years in business, etc.
- b. FIRM'S EXPERIENCE – Provide a summary of experience for janitorial services. The Commission will be the sole judge as to the best qualified responsible Proposer to serve the best interests of the Airport, and may waive any informalities or technical errors that in their judgment, will best service the interest of the Airport.

##### 4.1.2 STATEMENT OF WORK

- a. The contractor shall provide labor for janitorial services at the Eastern Iowa Airport's Terminal Building. The length of this contract shall be one (1) year, with Commission option to extend term for four (4) consecutive one-year periods.
- b. The Commission has the option to cancel contract with 30 days' notice.
- c. The following janitorial services shall be performed:

##### REQUIRED WORK

All areas, ceilings, walls and floors contracted shall be cleaned. Including, but not limited to, vents, lights, including inside diffusers, FIDS monitors, airplane passenger bridges, walls, ceilings, floors, doors, furniture, seats, upholstered chairs, non-upholstered chairs, carpets, signs, tables, pictures, plaques, blinds, shelves, counters, phones, commodes, urinals, sinks, pipes, mirrors, trash containers, water fountains, display cases, restroom fixtures and dispensers, etc., unless instructed otherwise, by The Eastern Iowa Airport (TEIA). Also included are: sweeping, dusting, mopping, stripping, scrubbing, washing, polishing, spot cleaning of glass and mirrors and vacuuming. Sanitizing, buffing and shampooing are also included.

Thoroughly clean or degrease, all ceilings, including HVAC vents, lighting diffusers/grilles in all buildings. In terminal all ceiling mounted hanging signs, including all visible structures over rented areas, top of ledges, landings. If an area is visible to the public (excluding exclusive lease areas and art work) the contractor shall clean it. All work will be coordinated by Airport staff.

##### GENERAL CLEANING:

- Empty all wastebaskets and other designated receptacles and dispose in proper containers, spot clean as needed.
- Dust furniture and equipment (desks, chairs, phones, etc).
- Clean interior doors and partition glass.

- Clean and sanitize drinking fountains.
- Clean and sanitizes all fixtures and floors in restrooms.
- Empty trash/feminine receptacles, spot clean as needed.
- Sweep restroom floors.
- Damp mop and sanitize floors.
- Power scrub discolored grout in restrooms.
- Wash walls, partitions and doors.
- Vacuum entry mats
- Vacuum entire carpeted area thoroughly, utilizing crossing and reversing patterns.
- Remove gum, spot clean and extract any stain or spill before it dries using an approved cleaner.
- Sweep and mop hard surface floors.
- Security: Secure/lock all doors.
- Dust high building surfaces
- Dust high partitions, molding, doors, doorframes, etc.
- Vacuum and clean return air vents and grills.
- Completely clean all walls and partitions.
- Maintain floor drains.
- Clean window sills and frames
- Clean fire extinguisher enclosures
- Clean all interior and exterior stainless steel with an approved stainless cleaner.
- All of the glass public entrance and doors, including all of the metal surroundings are included as part of this Agreement.
- Clean all escalator handrails and any black powder residue.

#### FLOORING/SEATING

- Extract carpet, as needed
- Terrazzo flooring scuff removal
- Clean upholstered seating
- Edge vacuum carpet.

#### FRONT SIDE OF TERMINAL

- Removed trash from exterior of Terminal Building (Street-side only including east and west end of Terminal Building outside the fence.)
- Wash outside windows of Terminal Building (Street-side only including east and west end of Terminal Building outside the fence.)

Abandoned, mislaid or lost articles found or recovered by Company or its employees shall be promptly turned over to the Public Safety Department. Employees are not to eat, take breaks, smoke, or text/talk on their cell phones in any public areas.

### SECTION V - METHOD OF EVALUATION

- 5.1 Contract Award - Any contract award(s) is subject to prior approval by the Commission.
- 5.2 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.
- 5.3 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.
  - 5.3.1 Qualifications and Experience



- Years of experience of key personnel
- Feedback from references & key business partnerships

#### 5.3.2 Cost Proposals for Service

#### 5.3.3 Company Responsiveness to RFP

- 5.4 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.
- 5.5 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. 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. The Airport would then enter into contract negotiations with the top Proposer.

## SECTION VI – PROPOSALS

### 6.0 PROPOSALS – GENERAL COMPANY PROFILE

Proposals must be arranged and numbered in the sequence as described below.

#### **Section 1. Methodology and Engagement Activities**

Provide an explanation of how your company will staff the required hours, i.e. random employees based on schedule, dedicated crew leads, or a dedicated crew for this contract. Also include an explanation of how the Airport will notify your company when an employee does not show for work, and how you will backfill employees who fail to show to work at the required time.

#### **Section 2. Experience**

Include your firm's experience with providing janitorial services for commercial buildings within the past five years. List the name and address of the company for which it was performed, a contact name and phone number, the nature and length of time for any such commercial janitorial services, and a brief synopsis of the work completed.

#### **Section 3. Resumes**

Attach resumes of the key staff members to be assigned to various segments of this project. The resumes should include experience and educational information relevant to work proposed. Persons named in the proposal shall not be replaced without the prior written approval of the Commission, of which said approval shall not be unreasonably withheld.

#### **Section 4. Airport Staff Involvement**

Provide a list of any anticipated Airport employee support required.

## 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.flyCID.com/rfp>

It is Proposer's responsibility to check for issuance of any addenda at the above website. The authorized representative hereby acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated: \_\_\_\_\_

### 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 – Section VII
2. Proposal Submittal Form – Section IX
3. 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 [CIO@flyCID.com](mailto:CIO@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: Janitorial Services for the Terminal Building.
- 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 Contractor 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 as determined by the Commission.
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 a proposal is based on an "all or none" condition, the Commission may consider said 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.

SECTION X – PROPOSAL SUBMITTAL FORM
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Company's staffing and pricing:

	Billable Rate Per Hour	Annual Rate (128 hrs/wk * 52 weeks)	Minimum Employee Rate Per Hour
1) Initial Term – 1 <sup>st</sup> Year			

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

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

Date: \_\_\_\_\_



## ATTACHMENT A – SAMPLE CONTRACT

### Professional Service Contract Janitorial Services for the Terminal Building

This Contract between the CEDAR RAPIDS AIRPORT COMMISSION, (hereinafter called "Commission"), and \_\_\_\_\_ (hereinafter called "Company") is entered into on this \_\_\_\_\_ day of June 2022.

#### 1. SCOPE OF SERVICES

Company shall specifically perform all of the tasks and achieve the objectives set forth in their proposal dated \_\_\_\_\_, 2022, which is attached hereto as Exhibit A and incorporated herein by reference; and the Request for Proposal (RFP) dated May 27, 2022, 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 staffing and pricing listed below are based off two (2) employees during the hours of 6 AM to 10 PM Friday through Monday (128 hours per week), or as otherwise coordinated by the Airport:

Billable Rate per Hour: \$ \_\_\_\_\_

Company shall not replace key staff members assigned to this project in the proposal without prior approval of the Commission. If the successor to said employees 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 September 1, 2022, and shall terminate on August 31, 2023, unless terminated by the Commission pursuant to the provisions of this Contract, whichever occurs first. **Commission has the option to renew the Contract at the same terms and conditions hereunder for four (4) consecutive one (1) year periods, Commission shall provide to Company thirty (30) days' notice of said renewals prior to the termination of the initial term as may subsequently be renewed. Such renewal terms will be effective without formal amendment to the Contract.**

#### 4. DATES OF PERFORMANCE AND SCHEDULE

Company shall begin work on September 1, 2022. The schedule of work is set forth in the RFP as shown in Exhibit B.

## **5. COMPENSATION**

Company shall be compensated for work performed at the billable rate listed in Section 2 of this Contract. 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 12 percent (%) (annual rate) on amounts not paid after the 60<sup>th</sup> 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

## **7. DEDUCTIONS DUE TO NON-PERFORMANCE OF MINIMUM STAFFING**

The Company shall make every effort to ensure it meets the Minimum Staffing Requirements set forth within the contract. Certain failures to meet such requirements may result in deductions in amounts owed the Company. Such deductions are determined as follows:

- A. Any employee that misses an entire shift is a "No-Show". Except as provided below, the Commission may deduct each month from the amount owed the Company an amount equal to the number of No-shows times the Employee Hourly rate times one and one half (1-12) times eight (8).
- B. The deductions provided in paragraph 7.A may be doubled for any No-shows over five (5) in any month.
- C. If the Company accrues ten (10) or more No shows for two (2) consecutive months, the deduction may be doubled for the entire second or subsequent months regardless of the number of No-show in such second consecutive or subsequent month(s).
- D. In addition to any other remedies available to the Commission, if the Company accrues fifteen or more No-shows for three (3) consecutive months, the Commission may terminate the Agreement upon ten (10) days' notice.
- E. Any employee absence for less than an entire shift is an "Hourly Absence". The Commission may deduct each month from the amount owed the Company an amount equal to 1.5 times the Employee Hourly rate for each hour of Hourly Absence.

## **8. DISCREPANCY RESPONSE PROCEDURE**

Appointed Commission personnel shall make inspections and discrepancies shall be directed to the Company's authorized representative either orally or in writing.

Notification methods shall be as outlined herein:

- A. Orally given instructions shall be treated as urgent or emergency situations, and the Company shall respond and remedy the situation(s) at once.
- B. In other less critical situation, the Commissions' representative will give written notification,

which shall be responded to in a timely matter as determined by the Commission's representative.

#### **9. 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.

#### **10. 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 sub-Companies 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.

#### **11. 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.

#### **12. 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 aforestated 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 of any 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 bid on any future contracts let by Commission.

### **13. 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.

### **14. 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 & Administration. Acceptable proof of such coverages shall be furnished to the Commission prior to services commenced under this Agreement via email at [CIO@flyCID.com](mailto:CIO@flyCID.com).

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 Liability	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
Personal Injury	\$1,000,000 Per Person
Professional Liability Minimum Limits	
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.

#### **15. 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.

#### **16. 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 of services purchased or paid for by Company for use in completing the Contract.

#### **17. 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.

#### **18. 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.

#### **19. SUBCONTRACTS**

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

#### **20. 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.

## **21. 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.

## **22. 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.

## **23. 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 (DOJ). 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 Public Safety 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 \$65.00 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 fee for each badge that is lost or stolen. Replacement of lost or stolen Badge a second time is \$75.00; third and final is \$100.00. A Signatory non-returned badge fee of \$200.00. This fee is for each Badge that is 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. This fee shall be paid promptly by Company and will not be reimbursed by Commission. The fee is subject to change without notice and Company will be responsible for paying any increase in the fee. Replacement of lost or stolen key(s) will result in Company paying for re-keying of lock and new key(s).

## **24. 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.

## **25. 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: \_\_\_\_\_

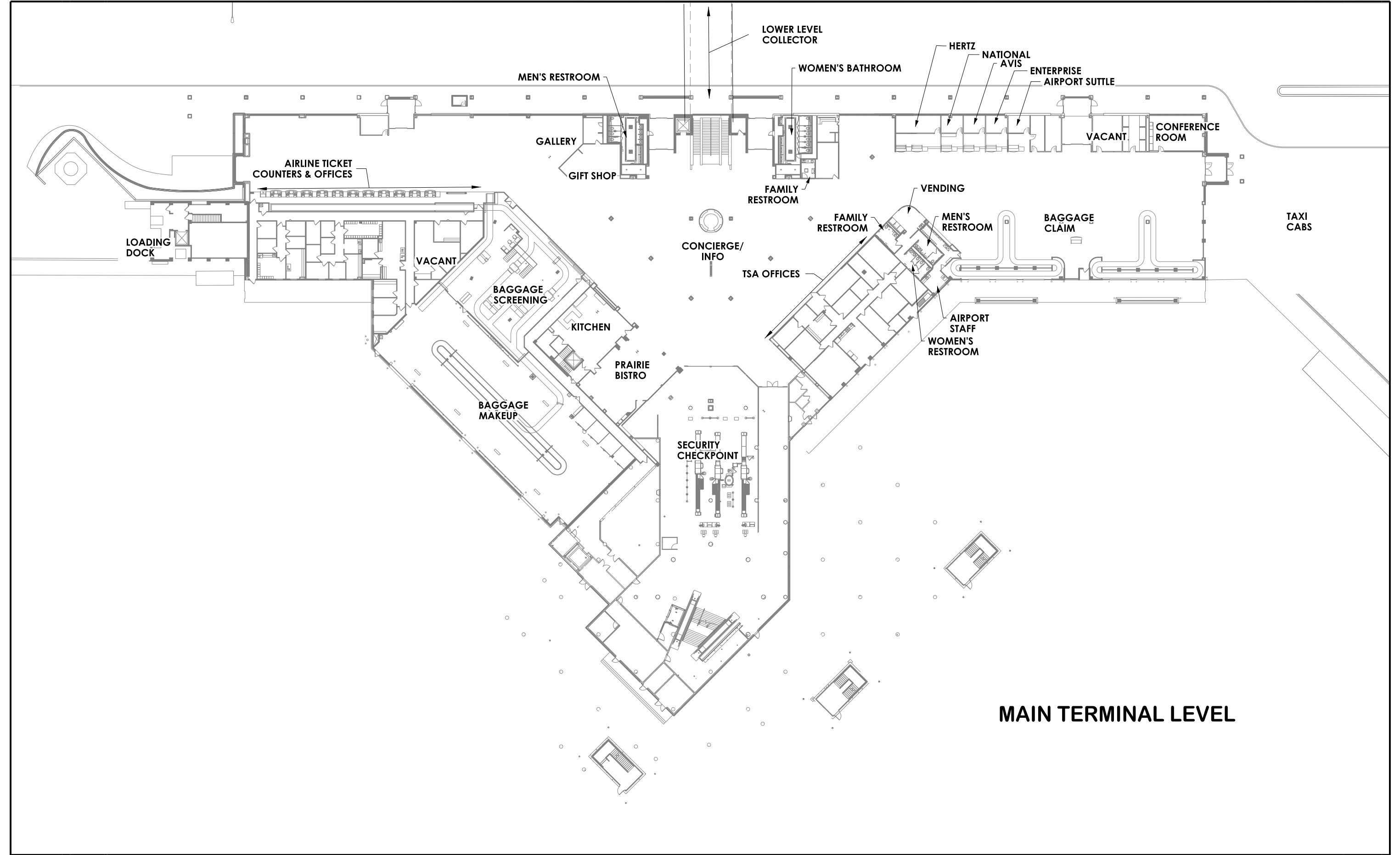
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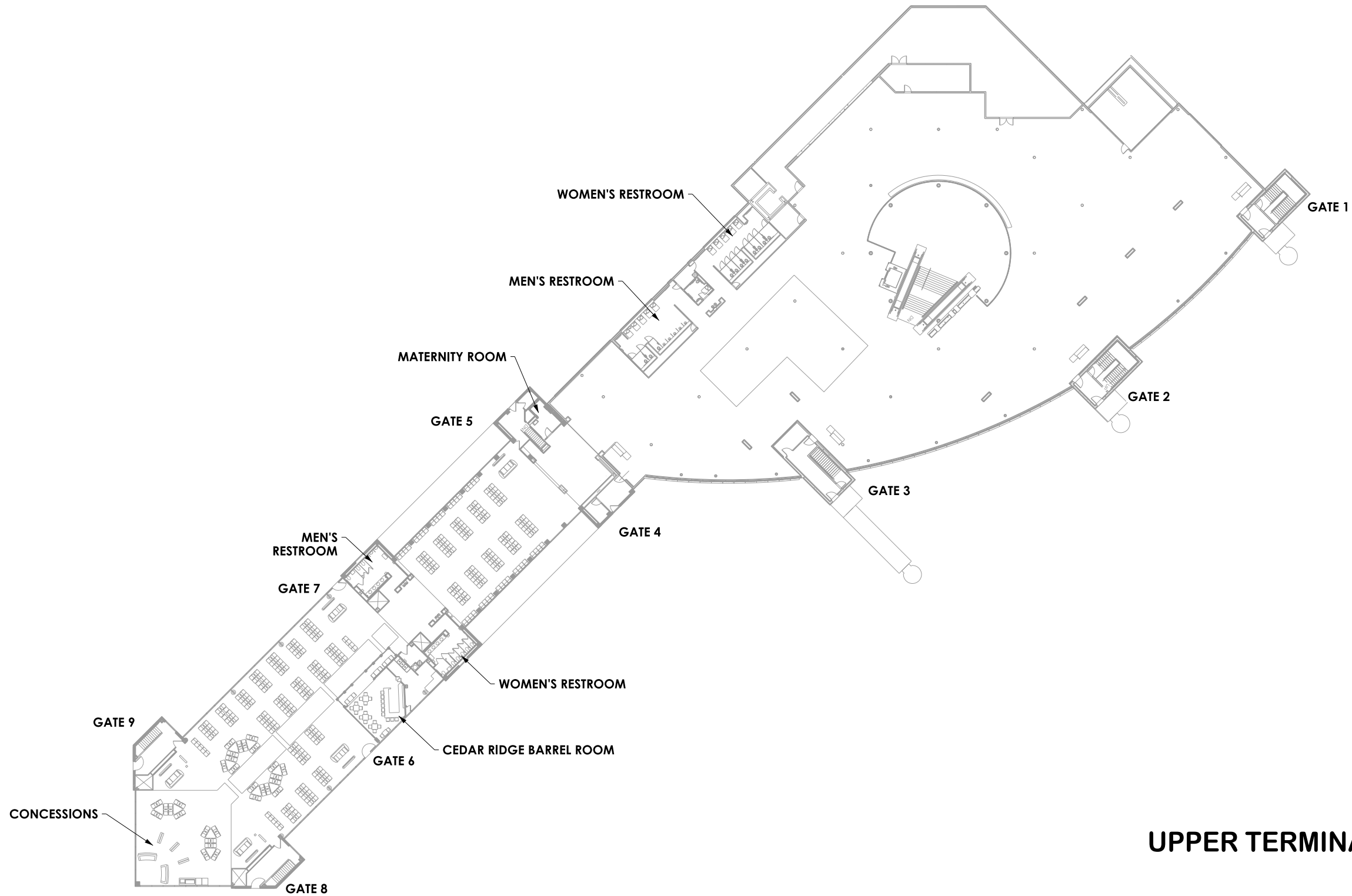
Date: \_\_\_\_\_

## **ATTACHMENT B - TERMINAL MAP**





MAIN TERMINAL LEVEL



UPPER TERMINAL LEVEL