



**Request for Proposal
On-Call HVAC Services**

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

June 30, 2022

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SIGNIFICANT DATES

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP posted on http://www.flyCID.com/rfp	Thursday, June 30, 2022
Question/clarification deadline	Thursday, July 7, 2022 by 1 PM CDT
Final Addenda, if any, posted on website	Friday, July 8, 2022
Response Deadline	Wednesday, July 13, 2022 by 2 PM CDT
Selection and award of Contract	Friday, July 15, 2022
Contract Term Begins	July 15, 2022

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 Wednesday, July 13, 2022 at the Office of the Airport Director, The Eastern Iowa Airport, Administrative Office Building, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404 to provide on-call heating, ventilation, and air conditioning (HVAC) services for the airport and associated buildings.

1.1 RFP Timeline

Name of the Proposal	On-Call HVAC Services
Date of Issuance	Thursday, June 30, 2022
Deadline for Questions	Thursday, July 7, 2022 at 1:00 PM CDT
Final Addenda, if any	Friday, July 8, 2022
Deadline for Proposal Submittal	Wednesday, July 13, 2022 at 2:00 PM CDT
Award of Contract	Friday, July 15, 2022
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 E-mail Address	Todd Gibbs, Director of Operations t.gibbs@flyCID.com
Phone/ Fax Numbers	Phone: 319-731-5718 Fax: 319-362-1670

SECTION II – GENERAL TERMS AND CONDITIONS

2.0 General

2.0.1 The Cedar Rapids Airport Commission (also referred to as Commission), is soliciting proposals from a qualified company (also referred to as Company or Companies, Proposer, herein), to provide on-call heating, ventilation, and air conditioning (HVAC) services for the airport and associated buildings.

2.1 Pre-Proposal Meeting

2.1.1 In addition to the information contained in the Request for Proposal (also referred to as RFP), there will be no pre-proposal meeting associated with this Proposal. Proposers are encouraged to submit questions by email to t.gibbs@flyCID.com or fax 319-362-1670 by Thursday, July 7, 2022 at 1:00 PM CDT.

2.2 Receipt and Opening of Proposals

2.2.1 All proposals must be received in a sealed envelope at the Administrative Office Building (date and time stamped) by July 13, 2022 before 2:00 PM CST (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 fax 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 FOR ON-CALL HVAC SERVICES’ BEFORE 2:00 PM CDT**. Any proposal received after **2:00 PM CDT on July 13, 2022** 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 July 13, 2022** at the Office of the Airport Director, The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids.
 - 2.2.6 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be posted at <http://www.flyCID.com/rfp>. Proposal results will not be given over the telephone. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.
 - 2.2.7 A Certificate of Insurance must be on file and approved by the Airport’s Director of Finance & Administration before this project can begin. See Section VII – 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 Thursday, July 7, 2022 at 1:00 PM CDT. The Company shall promptly notify Todd Gibbs, Director of Operations by e-mail t.gibbs@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 X - 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 X - 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 Contract Forms

3.0.1 A sample Professional Service Contract for On-Call HVAC Services is attached hereto as Attachment A.

3.1 Term of Contract

3.1.1 The initial term of the Contract shall commence on July 15, 2022 for an initial term of one year ending July 14, 2023.

3.1.2 The Commission and the Contractor(s) may renew the original contract for additional four (4), one (1) year periods. Such renewal will be effective without formal amendment to the Contract. If all such renewal options are exercised, the Contract will have a final termination date of midnight on July 14, 2027.

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 contract. 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 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, 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 badge issuance will be paid by the Commission. 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 Contract, 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, and non-returned badge fee is \$200.00. 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 addressed as follows: The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404-8952.

SECTION IV - MINIMUM REQUIREMENTS

4.0 Background

- 4.0.1 This specification describes the requirements to provide on-call heating, ventilation, and air conditioning (HVAC) services for the airport and associated buildings, including materials and labor.

- 4.0.2 It is the intent of these specifications to stipulate the minimum acceptable requirements of performance and to establish the proposer's responsibility in furnishing all material and labor to supply the services being advertised for in complete conformance with the operational requirements outlined. Any item omitted which is clearly necessary for the satisfactory performance of the proposed services shall be considered a part of the contract, even though not directly specified.
- 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 General Statement of Work (SOW):
- 4.1.1 The Contractor shall provide labor and materials to provide heating, ventilation, and air conditioning installation (HVAC) and repair services for the Eastern Iowa Airport's and other associated buildings as needed on an on-call basis.
- 4.1.2 The Contractor shall provide on-call HVAC services as required:
- Emergency Response within 8 hours:** An emergency response is a sudden outage caused by mechanical/electrical component failure or by weather conditions or other conditions, which are a serious threat to flying safety, personnel, or property determined by the Airport Director of Operations or Airport Maintenance Supervisor.
- Response within 24 hours:** A response to an outage caused by mechanical/electrical component failure or by weather conditions or other conditions, which are serious but can be addressed within 24 hours instead of the emergency response time of 8 hours.
- Routine – 1 week:** A routine response includes HVAC work or an event that is not a serious threat to flying safety, personnel, or property determined by the Airport Director of Operations or Airport Maintenance Supervisor.
- 4.2 Specific Statement of Work (SOW):
- 4.2.1 Upon award of this contract, the Contractor shall accomplish the following services including materials and labor on an as-needed basis determined by either the Contractor and approved by the Airport, or the Airport.
- 4.2.2 Respond, provide on-call HVAC services to the airport and associated buildings. This task includes troubleshooting to determine the problem(s). The Contractor will install and repair HVAC systems, and provide other maintenance functions as required. This list is not all-inclusive.
- 4.2.3 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.
- 4.3 Paperwork Contents
- 4.3.1 Quotes for proposed work shall include:
- The date, and place of work;
 - The estimated hours needed to complete the work, broken down by each employee classification and number of hours;
 - The materials costs needed to complete the work; and
 - The timeframe to complete the work.

4.3.2 Invoices for work completed shall include:

- The date, time and place of work;
- Actual hours needed to complete the work, broken down by each employee classification and number of hours; and
- The itemized materials costs.

4.3.1 The invoice shall be sent to AP@flyCID.com.

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 Hourly Rate for Service within 8 Hours

The Proposer shall submit a current Hourly Rate Schedule listing the hourly rate charge for each employee classification.

6.1 Hourly Rate for Service within 24 Hours

The Proposer shall submit a current Hourly Rate schedule listing the hourly rate charge for emergency call-ins where a response is required within 24 hours.

6.2 Hourly Rate for Service within One Week

The Proposer shall submit a current Hourly Rate schedule listing the hourly rate charge for call-ins where a response is required within one week of call mdae.

6.3 Travel Costs

The Proposer shall submit a travel costs rate schedule for each trip.

SECTION VII - INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

COMPANY, at its own expense, shall procure and maintain during the entire term of this Contract 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 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: On-Call HVAC Services for the airport and associated buildings.
- IV. During the term of the Contract, COMPANY shall provide the COMMISSION with renewed certificates of insurance 20 days prior to policy expiration dates.

SECTION VIII - 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 four (4), one (1) year terms, if mutually agreed between the parties.
32. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
33. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
34. **METHOD OF AWARDING/QUOTING** - The Commission reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the Commission may consider your proposal non-responsive and reject the entire proposal.
35. **TAXES** - The Commission is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Commission is exempt will be deducted from invoices before payment is made.
36. **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the Commission in connection with a proposal or proposal, the submitting party 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 IX - PROPOSAL PRICING SUBMITTAL FORM

The Proposer shall provide on-call heating, ventilation, and air conditioning (HVAC) services, including labor and materials, on an 'as-needed' basis at the following hourly rate schedule per each employee classification. The Proposer shall list associated travel costs, if applicable.

Hourly Rate Schedule			
Employee Classification	Service Within 8 Hours	Service Within 24 Hours	Service Within One Week
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Travel Costs			
Per Trip			

Name of Proposer: _____

Authorized Signature: _____ Date: _____

SECTION X - 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 – Proposer is responsible to check for issuance of any addenda at <http://www.flyCID.com/rfp>

The authorized representative hereby acknowledges receipt of the following addenda:

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

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.	Proposal Pricing Structure – Section IX
2.	Signature Page – Section X
3.	General Company Profile Information

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT made and entered into this July 2022, by and between CEDAR RAPIDS AIRPORT COMMISSION, Operators of The Eastern Iowa Airport, Cedar Rapids, Iowa, (Party of the First Part, hereinafter called the Owner) and _____ (Party of the Second part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presences does agree with the said Owner, for the consideration herein mentioned and required by the Specifications to furnish all services, tools, materials, skill and labor of every description necessary to carry out and provide in a good, firm and substantial and workmanlike manner, the services specified, in strict conformity with the Specifications, together with the foregoing Proposal made by the Contractor, the Advertisement, the Instructions to Proposers, and this Contract, shall all form essential parts to this Contract. The provision of services covered by this Contract includes all services described in the Proposal and the Specifications and listed in the conditions and specifications, to wit: Provide On-Call HVAC Services.

The length of this Contract is one (1) year. Commencing July 15, 2022 and ending July 14, 2023, with the option to renew the original contract for an additional four (4) one (1) year periods without formal amendment to the Contract. If all such renewal options are exercised, the Contract will have a final termination date of midnight on July 14, 2027. Subject to termination as defined in SECTION VIII – GENERAL TERMS AND CONDITIONS of the REQUEST FOR PROPOSAL document as herein referenced and made part of this Contract.

The Owner shall pay in the manner and terms specified in the Request for Proposal for On-Call HVAC Services and the Contractor shall receive the stipulated prices as listed in SECTION IX - PROPOSAL PRICING SUBMITTAL FORM hereto attached as full compensation for everything furnished and done by the Contractor under this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date written below.

COMPANY

CEDAR RAPIDS AIRPORT COMMISSION

By: _____

By: _____

Title: _____

Title: Airport Director

Date: _____

Date: _____

ATTEST

By: _____

By: _____

Title: _____

Title: _____