



Request for Proposals
March 18, 2024

Farm Management Services

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

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SIGNIFICANT DATES

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP Release Date (flyCID.com/rfp)	Monday, March 18, 2024
Deadline for Questions	Tuesday, April 2, 2024, 4:30 PM CDT
Final Addenda, if any, posted on Airport’s website	Friday, April 5, 2024
Proposal Due Date and Time	Tuesday, April 23, 2024, 2:00 PM CDT
Short Listing and Proposer Interviews (if applicable)	Week of May 6, 2024
Selection and Award by Commission	Monday, May 20, 2024, 7:30 AM CDT
Contract Commencement (Notice to Proceed)	June 1, 2024

SECTION I - NOTICE OF REQUEST FOR PROPOSALS

1.0 Notice of Request for Proposal

Notice is hereby given that sealed proposals will be received before **2:00 pm Central Daylight Time (CDT) on Tuesday, April 23, 2024** at the Office of the Airport Director, The Eastern Iowa Airport, Administrative Office Building, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404 for Farm Management Services.

1.1 RFP Timeline

Name of the Proposal	Farm Management Services
Date of Issuance	Friday, March 15, 2024
Deadline for Questions	Tuesday, April 2, 2024, 4:30 PM CDT
Deadline for Proposal Submittal	Tuesday, April 23, 2024, 2:00 PM CDT
Proposer Interviews, by Invitation	Week of May 6, 2024
Recommendation for Award	Monday, May 20, 2024 at 7:30 AM CDT
Submit Proposal to:	The Eastern Iowa Airport Administrative Office Building 2515 Arthur Collins Parkway SW Cedar Rapids, IA 52404
Method of Submittal	Mail or Overnight Delivery, In Person Fax proposals are not acceptable
Contact Person, Title E-mail Address	Caleb Mason, Director – Properties & Business Development c.mason@flyCID.com
Phone	Phone: 319-731-5734 Fax: 319-362-1670

SECTION II - INSTRUCTIONS TO PROPOSERS

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 Farm Management Services to The Eastern Iowa Airport.

2.1 Receipt and Opening of Proposals

2.1.1 All proposals must be received in a sealed envelope at the Administrative Office Building (date and time stamped) by **April 23, 2024 before 2:00PM CDT** (our clock), in order to be considered. The Administrative Office Building is located at 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa. Proposals will not be received at any other office or department, and proposals sent via facsimile will not be accepted. If a proposal is sent by mail or other delivery system, the mailing container or envelope shall be plainly marked on the outside with the notation '**SEALED RFP – Farm Management Services**' due on, **Tuesday, April 23, 2024 before 2:00 PM CDT**. The Proposer must submit one (1) original and one (1) electronic copy in PDF format USB flash drive in a sealed envelope or box with the name of the submitting firm on the outside of the envelope or box.

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 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.

- 2.1.4 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 Proposals will not be publicly opened.
 - 2.1.6 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be posted at 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.
 - 2.1.7 A Certificate of Insurance must be on file and approved by the Commission before the service contract 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 **Tuesday, April 2, 2024 at 4:30 pm CDT**. The Company shall promptly notify Caleb Mason, Director of Properties and Business Development by e-mail c.mason@flyCID.com or facsimile to 319-362-1670 upon discovery of any ambiguity, inconsistency, or error in this RFP. 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.
 - 2.2.2 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.
 - 2.2.3 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 Term
 - 3.0.1 The initial term of the Contract for Farm Management Services shall be from June 1, 2024 through May 31, 2025.
 - 3.0.2 The Commission shall have an option to renew the Contract for four (4) successive one (1) year renewal terms. Such renewal terms will be effective without formal amendment to the Contract.
 - 3.0.3 Following Commission approval, a Professional Services Contract, prepared by the Commission and attached hereto as *Attachment A*, 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.

3.1 Company's Employees

- 3.1.1 The Commission reserves the right to require the Company 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.
- 3.1.2 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.
- 3.1.3 Company shall be responsible for and agrees to protect, defend, indemnify, and hold harmless the Commission and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or on 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.

3.2 Payment

- 3.2.1 Payments shall be made through automated clearing house ("ACH") transfers within thirty (30) days of receipt of an original invoice. Invoices shall be submitted by the Company annually and must clearly state the farmland parcels and associated charges. Invoices shall be addressed as follows: The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404-8952 or emailed to AP@flyCID.com.

SECTION IV - PROPOSAL INSTRUCTIONS AND REQUIREMENTS

4.0 Background

- 4.0.1 The Commission currently has approximately 2,094± acres of land in farm operations consisting of five (5) parcels, all of which are cash rented. The current cash rental rate is \$460 per acre. A map of the farm properties is shown as Attachment B. The 2024 farm leases are effective March 1, 2024 to February 29, 2025. It is anticipated that Lease termination notices will be sent to the three (3) tenant farmers prior to September 1, 2024. Sample copies of a current farm lease and Farm Lease Termination are shown as Attachment C.
- 4.0.2 The Commission's current farm management agreement with Farmers National, Co., commenced on June 1, 2019, and has continued on one-year periods thereafter, with a final expiration date of May 31, 2024. The Commission last requested proposals for farm management services in 2019.

4.1 Scope of Services

- 4.1.1 The Scope of Services will require the Farm Manager to submit an annual operating plan including the crop, conservation, repair and maintenance, and capital improvement program for approval by the Commission. As part of the operating plan, the Farm Manager will submit an operating budget of anticipated revenues and an estimated cost of the

conservation, repair and maintenance, and capital improvement programs as a basis for arriving at the amount of funds to carry out the operation of the Commission's farmland.

4.1.2 To execute the farm plan, the Farm Manager's responsibilities will include the following:

- Complete Airport farmland plans, field conservation plans, field arrangement, crop rotations, soil treatment, drainage maintenance and additions, erosion control, and rehabilitation and maintenance of improvements
- Solicit tenants, process bids or proposals, and negotiate leases with tenants, depending upon the type of operation, hire and discharge all farmland tenants, meet with tenants as necessary
- As applicable, sell crops and other farmland products, make purchases and settlements and carry out any arrangements made in behalf of the farmland
- Supervise the farm program and carrying out the plan of operation, supervising the work of the tenants, and advising them regularly in regard to agricultural and other practices adapted to the farmland
- Collect all farmland receipts and forward to the Commission for deposit into the Commission bank account
- Make request for payments from the Airport to manage properties, including such items as repairs, crop expenses, and management fees. All requests for payments will be subject to Airport Commission approval
- Assist the Commission by negotiating grassland hay leases (if applicable) with the operators including mapping of grassland sites, and answering questions from the Commission's tenants and the public
- Written reports will be furnished to fully advise the Commission on the status of farm properties to include but not limited to: annual financial analysis summary listing different farmland operating alternatives to the Commission (cash rent lease, custom farm operation, blended custom lease, crop share lease, net share lease, etc.); growing season and end of year yield summary for each farm tract, farm operator, and types of crops; and periodic current general conditions of properties, after planting, mid-growing season, and any improvements accomplished or needed, financial report, and short/long-term recommendations
- Develop and manage a five-year conservation and farmland capital improvement program (CIP) consisting of waterway reshaping, reseeding, and drainage tile installation; coordinating the development of request for proposals from contractors to accomplish the work and to manage the construction projects
- Manage and coordinate with the USDA/NRCS and consultants and make recommendations concerning farmland conservation plans, conservation best practices, soil sampling, and soil health and productivity
- Communicate with and develop good neighbor relations with surrounding farm land owners
- Keep files on all farm properties and ensure that tenants adhere to local, state and federal regulations and/or best practices with regard to, but not limited to, the following:
 - Environmental and Hazardous Waste regulations (pesticides, fertilizer, herbicides, gasoline, chemicals, sewage)
 - Good stewardship of the land (cover crop, no till, erosion and top soil control, crop rotations, seed patents, rodent control, insect/disease control, water management and other conservation issues)
 - Appearance to the community (mowing, noxious weed/plant control, brush control, fence repair or replacement)
 - All required permits, licenses, taxes, insurance
 - Any liens violations, or defaults on the properties
 - Use and size of land, types of crops, and any unfarmed usage
 - Irrigation systems, drainage, wells springs, water analysis
 - Farm structures (general maintenance of serviceable barns, sheds; demolition of dangerous structures)
 - Any natural resources (oil, minerals, springs)
 - Wildlife management in cooperation with the Airport's wildlife management program

SECTION V – PROPOSAL SUBMITTAL

- 5.0 Proposal Submittals – To be given consideration, proposals should include the following, completed in full:
- Legal name of company with names, addresses, phone numbers of employees who will manage the farm program. It is important to have one or more local employee(s) that can manage the day-to-day operations of this farm program, attend meetings, and handle any emergencies that may arise.
 - Describe company's and proposed farm managers' experience in farm management: number of years, types of farms managed (i.e. crops, cattle, custom farming) and number of acres of each. Include any experience with government land or aviation properties.
 - Describe company's and proposed farm managers' techniques of handling crop units, erosion control, and water management. Describe projects of land improvements and upkeep of farm properties that have been managed. Describe conservation practices, projects implemented, and the corresponding results of said conservation practices and projects.
 - Describe financial and record-keeping experience with managing farm records, tenant information, collection of revenues, and tracking expenditures.
 - Prepare a statement of what you will charge the Commission for your services (flat fee, percentage, or other method).
 - Include three (3) references of tenants the Commission may contact.
 - Any narrative, charts, tables, diagrams, or other materials in addition to those requested herein, to the extent such additions are useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.

SECTION VI - METHOD OF EVALUATION

- 6.0 Contract Award - Any contract award(s) made by the Commission is subject to prior approval by the Commission.
- 6.0.1 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.
- 6.1 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.
- 6.1.1 Qualifications and Experience
- Years of experience of key personnel
 - Feedback from references & key business partnerships
 - Knowledge and experience with providing similar services
 - Knowledge and experience with conservation practices and projects
 - Knowledge of producing request for proposals in soliciting farm operators
 - Knowledge of working with public agencies
 - Technical support offered
 - Financial responsibility/stability
 - Quality of training, staff, software, hardware, and support
- 6.1.2 Cost proposals for services provided to the Commission
- 6.1.3 Company Responsiveness to RFP
- Total scope of services offered
 - Responses to overall proposal and compliance with submission guidelines
 - Proposal presentation (completeness, organization, appearance, etc.)
- 6.2 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.
- 6.3 Proposal Evaluation Procedures - Proposals will be evaluated individually by a Proposal Evaluation Team (hereinafter referred to as the Team) using the "Proposal Evaluation Criteria" as listed above.

- 6.3.1 Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the Commission's requirements. Each prospective company is assured that any proposal submitted will be evaluated independently using the best available information and without any forgone conclusions.
 - 6.3.2 Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.
 - 6.3.3 The Team may arrange demonstrations, conference calls, and/or in person interviews with representatives of the companies whose proposals are deemed to be within the "competitive range." The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value. In person, interviews may consist of company representatives asked to make an oral presentation of 30-45 minutes on their services and respond to questions by the Team. In addition, each Proposer deemed to be within the competitive range may be invited to submit a "best and final offer" if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation.
- 6.4 A Proposer's submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators.

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 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.

FIRM PRICING

Offered cost of services shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted cost of services shall remain firm for the duration of the contract.

ADDENDA - flyCID.com/rfp

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

The authorized representative hereby acknowledges receipt of the following addenda:

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

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

PAYMENT METHOD

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

QUICK PAY DISCOUNT

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

DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL

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

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 due to 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 c.mason@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: Farm Management Services
- IV. During the term of the Agreement, COMPANY shall provide the COMMISSION with renewed certificates of insurance 20 days prior to policy expiration dates.

SECTION IX - GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word COMMISSION refers to the Cedar Rapids Airport Commission throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the COMMISSION.
2. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is in arrears to the Commission upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or that is deemed irresponsible or unreliable by the Commission. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. **PROPOSAL FORM** - In case of a discrepancy between the unit price and the extended price, the unit price shall prevail. The Proposer shall submit its Proposal on the forms furnished by the Commission.
4. **SPECIFICATION DEVIATIONS BY THE PROPOSER** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
5. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
6. **BROCHURES** - Proposals shall include adequate brochures, latest printed specifications, and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
7. **SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS** - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
8. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
9. **PROPOSAL PREPARATION COSTS** - Issuance of this Request for Proposals (RFP) does not commit the Commission in any way, to pay any costs incurred in the preparation and submission of a Proposal. Nor does the issuance of this RFP obligate the Commission to enter into a contract for any services or equipment. All costs related to the preparation and submission of a Proposal shall be paid by the Proposer.
10. **HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless The Commission, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
11. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on your Signature Page. If quick pay discounts are offered, the Commission reserves the right to include that discount as part of the award criteria. Prices proposal or proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.
12. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
13. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The Commission reserves the right to reject any or all Proposals and to re-advertise. The Commission further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Commission.
14. **PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.
15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected, and accepted within 30 days and on receipt of an original invoice.
16. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the Commission.
19. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal by either airfreight, postal service, or other means.
20. **MISCELLANEOUS** - The Commission reserves the right to reject any and all proposals or parts thereof. The Commission reserves the right to inspect Supplier's facilities prior to the award of this proposal. The Commission reserves the right to negotiate optional items with the successful Proposer.
21. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the Commission.

22. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
23. **PATENT GUARANTEE** - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the Commission, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Commission.
24. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the Commission shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Commission, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Commission, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of breach of the award by the successful Supplier and the Commission may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the Commission from the successful Supplier is determined.
25. **TERMINATION OF AWARD FOR CONVENIENCE** - The Commission may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Commission, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the Commission as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the Commission which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.
26. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
27. **ACCEPTANCE OF TERMS BY SHIPMENT** - Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the proposal upon the terms and prices set forth herein.
28. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Commission. Any assignment or attempt at assignment made without such consent of the Commission shall be void.
29. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.
30. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this proposal and subsequent awards, Commission holiday closures are typically New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.) Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the Commission may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.
31. **EXTENSION** - Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
32. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
33. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
34. **METHOD OF AWARDED/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.

PROFESSIONAL SERVICES CONTRACT

FARM MANAGEMENT

This Contract is made and entered into this ____ day of ____ 2024 by and between the Cedar Rapids Airport Commission, with offices at 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa, 52404-8952 (hereinafter called the "Commission"), and _____, a _____ corporation, with its principal office at _____, _____, _____ (hereinafter called "Company").

WITNESSETH THAT:

WHEREAS, the Commission desires professional farm management services (hereinafter called the "Services") that are specifically set forth in this Contract;

WHEREAS, Company possesses the skills and expertise necessary to provide such Services as desired by the Commission;

WHEREAS, the Commission has issued a Request for Proposals (RFP) dated _____ to provide farm management services to assist the Commission in managing its over 2,094± acres of land in farm operations, as incorporated herein by reference as Exhibit A.

WHEREAS, Company has submitted a proposal dated _____, 2024, which outlined an approach for said farm management services, hereto attached as Exhibit B;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

- 1. TERM OF CONTRACT - This Contract shall commence on June 1, 2024, and shall terminate on May 31, 2025, or as terminated by Commission pursuant to the provisions of this Contract, whichever occurs first.
2. OPTION TO RENEW - Commission shall have an option to renew this Contract upon the same terms and provisions herein for four (4) successive one (1) year renewal terms. Such renewal terms will be effective without formal amendment to this Contract.
3. SCOPE OF SERVICES - Company shall render in a satisfactory and proper manner the Services set forth in Section 4.1 of the RFP, attached hereto and made part of this Contract.
4. COMPENSATION - The compensation the Commission will pay Company under this contract will be _____ the fees will begin with _____ earned after June 1, 2024.
5. PAYMENT - In consideration of the Services to be performed by Company as set forth in Scope of Services as identified in the Section 4.1 of the RFP, Company shall submit at the end of each calendar year invoice(s) setting forth appropriate charges as defined in Section 4, earned during the preceding year in the performance of the Services provided for hereunder. The Commission agrees to process all invoices as expeditiously as possible. Payment of invoices shall be made within thirty (30) calendar days of receipt and approval of such invoice by the Commission.
6. STAFFING - Company's employees and subcontractors listed in its proposal-dated _____, 2024, are to be assigned as Farm Manager(s) for the Airport farmland. Company shall not replace said employees and subcontractors without the prior approval of the Commission. If the successors 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 said personnel or subcontractors shall be by persons of equal qualifications, which shall be attested to by Company.

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

7. **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. Acceptable proof of such coverages shall be furnished to the Commission prior to services commenced under this Contract.

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

Type of Coverage Minimum Limits

Workers Compensation and Employer's Liability	Statutory
Commercial or Comprehensive General Liability	
General Aggregate	\$1,000,000 per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 per Person
Professional Liability Minimum Limits	
Errors & Omissions	\$1,000,000 per Occurrence
Fiduciary Insurance	\$1,000,000
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.

8. **INDEMNITY AND LIMITATION** - Company shall defend, indemnify and hold harmless the Commission from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in any way by, resulting in any way from, or arising in any way out of the negligent acts, errors, or omissions of Company, its officers, employees, agents, subcontractors or representatives in the performance of Service under this Contract.
9. **TERMINATION** - This Contract may be terminated by either party hereto upon thirty (30) days' written notice in the event of failure by the other party to perform in accordance with the terms of this Contract through no fault of the terminating party. This Contract may also be terminated by the Commission for its convenience, but only upon sixty (60) days' written notice to Company. Company shall not incur any costs or perform any billable services after receipt of the notice of termination.

In the event of termination, Company shall be compensated for all services performed and costs incurred up to the effective date of termination for which Company has not been previously compensated, plus termination expenses (all obligations reasonably contracted for in advance and subject to payment, i.e., leases or similar contracted expenses) reasonably incurred.

Upon receipt of notice of termination from the Commission, Company shall discontinue the Services unless otherwise directed and upon final payment from the Commission deliver to the Commission the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by Company in the performance of this Contract, whether completed or in process.

10. **RECORDS/AUDIT** - The Commission or their designated agent shall have the right to audit the Contract and all Company's books, documents and records relating thereto and such books, documents and records will be made available on ten (10) days written notice. Company agrees to maintain its books,

records and documents relating to this Contract during the Contract term and for three (3) years thereafter.

11. SUCCESSORS AND ASSIGNS - Company shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without the prior approval of the Commission. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
12. NONWAIVER - No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permitted assigns, in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
13. NOTIFICATION - All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO COMMISSION: The Eastern Iowa Airport
Office of the Airport Director
2515 Arthur Collins Parkway SW
Cedar Rapids, Iowa 52404-8952

TO COMPANY: _____

14. INDEPENDENT COMPANY STATUS - The parties agree that Company is providing the Services under this Contract on a part-time and/or temporary basis and that the relationship created by this Contract is that of employer and independent Company. Neither Company nor any of Company's agents, employees or helpers shall be deemed to be the employee or servant of the Commission. Commission is interested in only the results obtained under this Contract; the manner, means, and mode of completing the same are under the sole control of Company.
15. CONFIDENTIALITY - All data, including originals, images and reproductions, prepared by, obtained by, or transmitted to Company in connection with this Contract is confidential, proprietary information owned by the Commission. Except as specifically provided in this Contract, 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 Contract.
16. APPLICABLE LAW - This Contract shall be governed by and construed in accordance with the laws of the State of Iowa.
17. EXTENT OF CONTRACT - This Contract represents the entire and integrated contract between the Commission and Company and supersedes and replaces all terms and conditions of any prior contracts, arrangements, negotiations, or representations, written or oral, with respect to this Project.
18. COMPLIANCE WITH LAWS - Company shall comply with all existing and subsequently enacted Federal, State of Iowa, and local laws, ordinances, and codes and regulations that are, or become applicable to the Contract.
19. 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.

20. 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.

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

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

IN WITNESS WHEREOF, the Commission and Company, effective from the day and year first written above, has executed this Contract.

CEDAR RAPIDS AIRPORT COMMISSION

COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: Chairman

Title: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

EXHIBIT A

Request for Proposal

Dated March 8, 2024

(Insert Request for Proposal)

EXHIBIT B
COMPANY'S PROPOSAL
DATED _____, 2024

(Insert Proposal)

ATTACHMENT B – MAP OF FARM PROPERTIES



