



Request for Proposals  
August 9, 2024

## **Vehicle Transponders**

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

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## SIGNIFICANT DATES

Scheduled Item	Scheduled Date
RFP Release Date ( <a href="http://www.flycid.com">www.flycid.com</a> )	Friday, August 9, 2024
Pre-Proposal Meeting Date and Time	None
Deadline for Submittal of Written Questions	Thursday, August 15, 2024, 2:00 PM CDT
Responses to Questions, Final Addenda, if any, posted on Airport’s website	Friday, August 16, 2024
<b>Proposals Due Date and Time</b>	<b>Tuesday August 20, 2024, 2:00 PM CDT</b>
Responder Interviews (if applicable)	N/A
Award Recommendation	Monday, August 26, 2024, 7:30 AM CDT
Professional services agreement Start Date	September 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, August 20, 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 Vehicle Transponders.

### 1.1 RFP Timeline

Name of the Proposal	<b>Request for Proposals - Vehicle Transponders</b>
Date of Issuance	Friday, August 9, 2024
Pre-Proposal Meeting	None
Deadline for Questions	Thursday, August 15, 2024, 2:00 PM CDT
Deadline for Proposal Submittal	<b>Tuesday August 20, 2024, 2:00 PM CDT</b>
Interviews (if needed)	N/A
Recommendation for Award	Monday, August 26, 2024, 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 <b>are not</b> acceptable
Contact Person, Title	Todd Gibbs, Director of Operations
E-mail Address	<a href="mailto:T.Gibbs@flyCID.com">T.Gibbs@flyCID.com</a>
Phone/ Fax Numbers	Phone: 319.731.5718 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 a Request for Proposals (RFP) from a qualified company (also referred to as Company or Companies, Proposer, herein), for Vehicle Transponders for twenty-five (25) Commission-owned and operated vehicles.

### 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 August 20, 2024, before 2:00 PM CDT (our clock), in order to be considered. The Administrative Office Building is located at The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, Iowa 52404. Proposals will not be

received at any other office or department, and proposals sent via facsimile or email 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 – VEHICLE TRANSPONDERS**' due on, **Tuesday, August 20, 2024 before 2:00 PM CDT**. The Proposer must submit one (1) original and one (1) electronic copy in PDF format on a compact disk (CD) or Universal Serial Bus portable flash memory card (USB flash drive).

- 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 be publicly opened on **Tuesday, August 20, 2024 at 2:00 PM (CDT)** in the Board Room of the Administrative Office Building, The , 2515 Arthur Collins Parkway SW, Cedar Rapids. Only the names of companies who submitted proposals will be revealed. The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the awarded proposal. Any proposals received after the above stated time and date will not be considered.
- 2.1.6 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal or returned a Statement of No Proposal. 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 After review of the proposals, the Commission may select vendors (or their manufacturer's representative or distributor) to make an oral presentation of their proposal at the Airport before an audience to include representatives from the Commission.
- 2.1.8 A Certificate of Insurance must be on file and approved by the Commission's Risk Manager before the service contract can begin. See Section VIII – Insurance Requirements, which details the exact requirements of the Commission.
- 2.1.9 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 Thursday, August 15, 2024 at 2:00 PM CDT. The Company shall promptly notify Todd Gibbs, Director of Operations, by e-mail [T.Gibb@flyCID.com](mailto:T.Gibb@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 contract term for this project is anticipated to begin upon award by the Airport Commission and terminate at the conclusion of the Warranty Period.

### **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 Terms**

- 3.2.1 Services authorized under this contract will be paid for upon receipt of an original invoice within thirty (30) days. Invoices submitted must clearly state the Vehicle Transponders. Invoices shall be addressed as follows: The Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404-8952.

- 3.2.2 The payment terms for this project are as follows:
- **30%** upon shipment of equipment and receipt of equipment by Airport
  - **50%** upon substantial completion, which is once the equipment, is installed and all components are operational
  - **20%** upon successful completion of all testing and final acceptance of the system by the Airport Commission

## SECTION IV - PROPOSAL INSTRUCTIONS AND REQUIREMENTS

### 4.0 **Background**

4.0.1 The ("Airport") is owned by the City of Cedar Rapids and is operated by the Cedar Rapids Airport Commission ("Commission"). The Commission is seeking prices for Automatic Dependent Surveillance – Broadcast (ADS-B) Out units, commonly referred to as Vehicle Movement Area Transmitters (VMATs), and mounting solution for airport ground vehicles that regularly operate in airport movement areas by Airport staff.

### 4.1 **Scope of Services**

- 4.1.1 Contractor must provide Vehicle Transponders for twenty-five (25) Commission-owned and operated vehicles, technical support, and maintenance, including but not limited to each VMAT's hardware and software. Include information in response.
- 4.1.2 Provide receiver for broadcast to contractor provided web-based data collection point and ability for real-time public access to received data for use and review of reported vehicle position data.
- 4.1.3 Contractor must obtain FCC authorization on behalf of the Commission to use VMATs and Contractor will be responsible for initial FCC licensing of provided solution.
- 4.1.4 Contractor must include all equipment, all tasks, services and all things necessary to ensure proper installation as in accordance with Advisory Circular (AC) 150/5220-26.
- 4.1.5 Provide coordination for FAA initial and required updates to the Transmit Map and software of VMAT and be able to make possible changes to Transmit Map at airport request to FAA. Transit Map is hereby defined as a map of the CID airport surface defining where each active VMAT unit is located by controlling the ADS-B transmit out on/off function.
- 4.1.6 Provide remote assistance or onsite programming of designated VMAT if vehicle swap occurs.
- 4.1.7 Contractor must include in response an itemized summary of support and maintenance, to include but not be limited to compliance with U.S. Department of Transportation Federal Aviation Administration Airport Circular (AC) 150/5220-26, Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Equipment.
- 4.1.8 Contractor must include in the Price Schedule, the cost for the Initial Year and up to four (4) successive years for support and maintenance for hardware and software.

## SECTION V – PROPOSAL SUBMITTAL

- 5.0 **Proposal Submittals** – To be given consideration, proposals should include the following, completed in full:

- **Company Qualification Questionnaire:** to be completed listing the legal name of company with names, addresses, and phone numbers of employees who will manage the Vehicle Transponders project; references and experience; background, and qualifications.
- **Pricing Schedule:** to be completed listing the total base proposal lump sum amount, unit pricing for Vehicle Transponders equipment/parts, and unit pricing for alternates.
- **Insurance Certification:** insurance agent/broker to complete statement that company will be able to meet all of the insurance requirements.
- **Technical Specifications:** prepare and submit a narrative of the technical specifications of the Company's proposed Vehicle Transponders solution and any supplemental description, explanation, or attachments otherwise called for in the Technical Specifications.
- **Signature Page:** to be completed and signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal.
- **Non-Collusion Affidavit:** to be completed and signed by a person, or persons, authorized to execute proposal on behalf of the Proposer.

## SECTION VI - METHOD OF EVALUATION

- 6.0 **Contract Award** – Any contract award made 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 **Experience, Background, Qualifications—30 points**  
 Points will be assigned based on Proposer's successful experience in installing and supporting revenue control equipment at public parking facilities over the past five (5) years. Additionally, desired qualities of the Proposer are as follows:
  - Documented airport parking experience
  - Favorable references
  - Ability to demonstrate competence of all subcontractors expected to be used in the project
  - Previous favorable experience(s) with the Commission
  - Experience in maintaining equipment in severe winter conditions and overall in a wide array of weather conditions
- 6.1.2 **Proposed Solution—30 points**  
 Points will be awarded based on the parking revenue control system solution proposed for the Airport. Consideration will be given to serviceability, application of technology to reduce operating expenses, compatibility with existing Airport Information Technology systems and infrastructure, and completeness of the proposal. Proposals may include interviews with proposers at a time to be determined by the Commission.
- 6.1.3 **Pricing—30 points**  
 The lowest cost solution, which meets all requirements listed in the Request for Proposal, will be assigned 30 points. All other proposals will each be assigned points on a statistical basis corresponding to its position between the lowest and highest fee proposals. The pricing of additional alternative equipment or systems, as well as pricing of continued maintenance options, will be considered as appropriate in the overall proposed pricing scheme.

6.1.4 **Other—10 points**

Examples of factors which may earn additional points are: involvement of local companies in the system's installation or maintenance; demonstrating the advantages of special equipment, facilities, or capabilities that would contribute to the success of the operation; and any other significant items brought forward in the formal proposal and interview.

- 6.2 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 in the evaluation.



**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: \_\_\_\_\_

Commission: \_\_\_\_\_ 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** - <http://www.eiairport.org/about/requests.shtml>

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 credit card payments, please state. \_\_\_\_\_

- | DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL |   |
|--|---|
| 1.   | Signature Page – See Section VII            |
| 2.   | Price Schedule – See Section VIII           |
| 3.   | Insurance Certification – See Section IX    |
| 4.   | Qualification Questionnaire – See Exhibit A |
| 5.   | Non-Collusion Affidavit – See Exhibit B     |

**SECTION VIII – PRICE SCHEDULE**

Description	Item	Quantity	Unit Price	Total	Comments

Support & Maintenance Price Schedule

The cost for Initial Year and up to four (4) successive renewal terms for support and maintenance for hardware and software.

Initial Year      \$ \_\_\_\_\_

Year Two         \$ \_\_\_\_\_

Year Three       \$ \_\_\_\_\_

Year Four        \$ \_\_\_\_\_

Year Five        \$ \_\_\_\_\_

The undersigned certifies that (s)he is authorized to submit this Pricing Schedule on behalf of the entity named below:

Proposer Entity Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

NOTE: THIS FORM MUST BE COMPLETED AND SIGNED AS PART OF PROPOSAL.

## SECTION IX - INSURANCE REQUIREMENTS

### **INSURANCE REQUIREMENTS**

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

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the COMPANY'S employees carrying out the work involved in this contract.
2. **General Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained 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.
4. **Professional Liability** with limits of liabilities of at least \$1,000,000 per occurrence for Errors and Omissions.

**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.

**Additional Insured:** Company shall furnish the Commission with a certificate(s) of insurance showing Company has complied with this Section and name the Cedar Rapids Airport Commission and its officers and employees and the City of Cedar Rapids and its officials and employees as additional insured for general liability and professional liability.

### **CERTIFICATE OF INSURANCE REQUIREMENTS**

- I. The minimum liability limits required by the COMMISSION are **\$1,000,000**, excluding Workers Compensation and Employers Liability Insurance. This must be **occurrence form** liability coverage.
- II. The following address must appear in the Certificate Holder section: Cedar Rapids Airport Commission, The , 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 [COI@flyCID.com](mailto:COI@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: Vehicle Transponders.
- 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 X - 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.

**ATTACHMENT A – SAMPLE CONTRACT DOCUMENTS**

**AGREEMENT FOR VEHICLE TRANSPONDERS**

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:**

WITNESSED: That the said Company has agreed, and by these presence does agree with the said Commission, for the consideration herein mentioned and under the provision of the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and provide in a good, firm and substantial and workmanlike manner, the equipment specified, in strict conformity with the Specifications, together with the Proposal dated \_\_\_\_\_, and made by the Company, the Advertisement, the Instructions to Proposer's, and this Contract, shall all form essential parts to this Agreement. The provision of equipment covered by this Agreement includes the equipment described in the Proposal and the Specifications, to wit: the project shall include, but not be limited to, the design, development, programing, reliability testing, fabrication, unit testing, system testing, packaging, shipping, and start-up, and documentation of a Vehicle Transponders. In addition, the Company will be responsible for training Airport and parking personnel and integrating hardware and software.

The Company awarded to provide equipment under the Agreement shall provide said Vehicle Transponders at the Airport no later than November 1, 2024. The Commission shall pay and the Company shall receive the price stipulated in the Proposal hereto attached as full compensation for everything furnished and done by the Company under this Agreement, the full sum of \_\_\_\_\_ (\$ \_\_\_\_\_) based on the Proposal for Vehicle Transponders as described herein.

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

The Company shall furnish the Commission with a certificate(s) of insurance showing Company has complied with this Article and 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 and professional liability.

2. 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.
3. 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 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.
4. 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.
5. APPLICABLE LAW - This Contract shall be governed by and construed in accordance with the laws of the State of Iowa.
6. 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.
7. 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.
8. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS - In the performance of work under this Contract, Company shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Company will post in conspicuous places, available for employees and applicants for employment, notices to be provided by Commission, setting forth the provisions of the non-discriminatory clause.

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

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

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

9. DISADVANTAGED BUSINESS ENTERPRISE POLICY - It is the policy of the United States DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds and that a level playing field on which DBE's can compete fairly is created. Consequently, the DBE requirements of 49 CFR Part 26 may apply to this Contract.
10. 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.

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

ATTEST:

\_\_\_\_\_

Date \_\_\_\_\_

COMPANY

By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date \_\_\_\_\_

CEDAR RAPIDS AIRPORT COMMISSION

By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**EXHIBIT A - QUALIFICATION QUESTIONNAIRE**

**PART A - BUSINESS INFORMATION**

It is the intent of the Commission that Proposers possess certain experience and qualifications to ensure a high quality Airport Vehicle Transponders. Therefore, the following information is to be furnished by Proposer and must be sworn to, before a notary public, by an officer (authorized representative) or Proposer who has the responsibility and authority to bind the company statements made.

Each Proposer shall show all requested information pertaining organization, and submit same as a part of his Proposal. Failure to do so may disqualify the Proposer from further consideration of award of Agreement.

The undersigned Proposer agrees to furnish, upon request from the Commission, any additional information needed to substantiate or clarify the Proposer's ability to satisfactorily fulfill the requirements of this proposal.

THE UNDERSIGNED PROPOSER DECLARES THAT THE FOLLOWING DATA AND INFORMATION ARE TRUE STATEMENTS CONCERNING HIS FINANCIAL AND PERFORMANCE ABILITY TO COMPLY WITH THE REQUIREMENTS OF THE SERVICES TO BE SUPPLIED.

Name of Firm (exactly as it is to appear on the Contract):

\_\_\_\_\_

Principal Office Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**EQUIPMENT MANUFACTURER**

State the official name and business mailing address of the Manufacturer of the equipment to be installed. (if different from Proposer):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Form of Business Entity: (Check one)

( ) Corporation

( ) Partnership

( ) Individual

( ) Joint Venture

CORPORATION STATEMENT

If a corporation, answer the following:

When incorporated? \_\_\_\_\_

Where incorporated? \_\_\_\_\_

Is the corporation authorized to do business in Iowa? Yes ( ) No ( ) If so, as of what date? \_\_\_\_\_

The corporation is held: Publicly ( ) Privately ( )

Furnish the name, title, and address of each officer, director, and principal shareholders owning ten percent (10%) or more of the corporation's issued stock.

<u>DIRECTOR'S NAMES</u>	<u>ADDRESS</u>	<u>PRINCIPAL BUSINESS AFFILIATION OTHER THAN PROPOSER'S DIRECTORSHIP</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____

OFFICERS:

<u>NAME</u>	<u>POSITION</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

PRINCIPAL SHAREHOLDERS:

<u>NAME</u>	<u>ADDRESS</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

PARTNERSHIP AGREEMENT

If a partnership, answer the following:

Date of Organization: \_\_\_\_\_

General Partnership ( ) Limited Partnership ( )

Partnership Agreement recorded? Yes ( ) No ( )

\_\_\_\_\_  
DATE BOOK PAGE COUNTY  
Has the partnership done business in Iowa? Yes ( ) No ( ) When? \_\_\_\_\_

Name, address and partnership share of each general partner:

NAME	ADDRESS	SHARE
1. _____	_____	_____%
2. _____	_____	_____%
3. _____	_____	_____%
4. _____	_____	_____%
5. _____	_____	_____%

JOINT VENTURE STATEMENT

If a joint venture, answer the following:

Date of Organization: \_\_\_\_\_

Joint Venture Agreement recorded? Yes ( ) No ( )

\_\_\_\_\_  
DATE BOOK PAGE COUNTY  
Has the joint venture done business in Iowa? Yes ( ) No ( ) When? \_\_\_\_\_

Name and address of each Joint Venturer and percent of ownership of each:

NAME	ADDRESS	% OF OWNERSHIP
1. _____	_____	_____%
2. _____	_____	_____%
3. _____	_____	_____%
4. _____	_____	_____%
5. _____	_____	_____%

Attach a complete copy of the Joint Venture Agreement.

**PART B – REFERENCES**

Provide three (3) references. The references must be for projects Proposer has listed in response to Question #2 in Part C of this Proposer Questionnaire.

**Reference No. 1:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone No \_\_\_\_\_

Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone No \_\_\_\_\_

Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone No \_\_\_\_\_

Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

## **PART C - EXPERIENCE, BACKGROUND, AND QUALIFICATIONS**

Prepare and submit narrative responses on a separate sheet(s) attached to this questionnaire to address the following items. If Proposer is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Proposer's experience relevant to the Scope of Services requested by this RFP.
2. List and describe five relevant projects of similar size and scope performed over the past five (5) years. Identify associated results or impacts of the project/work performed.
3. Indicate the number of years Proposer has been in the business of providing Vehicle Transponders. Indicate if this is the Proposer's primary line of business. If not, state the Proposer's primary line of business.
4. List all Vehicle Transponder projects that the Proposer has completed in the last five (5) years.
5. List all Vehicle Transponder projects that Proposer has in progress as of the proposal due date. For each project listed, give the target date of completion, and the contact name, phone number, and email address for the Authority or Airport project manager.
6. Describe Proposer's specific experience with public entities clients, especially large municipalities or authorities. If Proposer has provided services for the Commission in the past, identify the name of the project and the department for which Proposer provided those services.
7. If Proposer is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
8. Provide an organizational chart showing how the Proposer proposes to staff the project. For each position reflected on the organizational chart:
  - Identify the number and professional qualifications (to include licenses, certifications, associations)
  - Identify relevant experience on projects of similar size and scope
  - State the primary work assignment and the percentage of time to be devoted to the project
9. Additional Information - Identify any other relevant information about the Proposer's qualifications.

**EXHIBIT B - NON-COLLUSION AFFIDAVIT**

The Proposer hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement in the Commission; and
2. That no individual employed by the Proposer was paid or will be paid by any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
3. That no part of the compensation to be received by the Proposer was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the proposal, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
4. That this proposal is genuine and not collusive or sham; that the Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other proposer or person, to put in a sham proposal or to refrain from making a proposal, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the proposal price of Proposer or of any other Proposer, or to otherwise restrain freedom of competition, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Proposer.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code