



# **Request for Qualifications (RFQ)**

## **Consolidated Aircraft Deicing Operator Services**

Cedar Rapids Airport Commission  
The Eastern Iowa Airport  
2121 Arthur Collins Parkway SW - Suite 10  
Cedar Rapids, IA 52404

Release Date:

**April 1, 2026**

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# REQUEST FOR STATEMENTS OF QUALIFICATIONS CONSOLIDATED AIRCRAFT DEICING OPERATOR SERVICES

All Statements of Qualifications (“**SOQ**”) are due before **May 7, 2026 at 2:00 PM CDT** and must be valid for 90 days from the RFQ due date.

One (1) sealed original (clearly labeled “Original” on the Cover Page) and one (1) electronic PDF submittal on a USB flash drive of the proposal must be received before **May 7, 2026 at 2:00 PM CDT** at:

The Eastern Iowa Airport  
Administrative Office  
2121 Arthur Collins Pkwy SW Ste 10  
Cedar Rapids, IA 52404

There will be a virtual pre-submittal meeting **Wednesday, April 8, 2026 at 2:00 PM CDT**. Interested parties may sign up for the virtual meeting by contacting the Cedar Rapids Airport Commission’s Director of Operations, Daniel B. Brown, at: [d.brown@flycid.com](mailto:d.brown@flycid.com) or Join Zoom Meeting <https://us02web.zoom.us/j/2145498411?pwd=824FRupi3ovb3JKcU2YH2UlpIMZXi.1&omn=86007136211>. Meeting ID: 214 549 8411 Passcode: 6186517

Requests or inquiries that arise regarding this RFQ must be directed to the Cedar Rapids Airport Commission’s Director of Operations, Daniel B. Brown, at [d.brown@flycid.com](mailto:d.brown@flycid.com) no later than **Friday, April 17, 2026 at 2:00 PM CDT**. Written answers to requests for clarification will be provided via addendum, published and distributed on the Airport’s website no later than **April 21, 2026**.

Electronic copy of this Request for Qualifications is available at: <https://flycid.com/rfp/>

1. In all cases, only written communications are binding.
2. The Cedar Rapids Airport Commission (“**Commission**”) reserves the right to schedule respondent interviews at its discretion in order to fully evaluate competing SOQs.
3. The Commission reserves the right to reject any and all SOQs.
4. Late SOQs will be returned unopened to the sender.
5. Failure to supply any information requested to accompany the SOQ is cause for rejection of the SOQ as non-responsive. The Commission reserves the right to request additional information if clarification is needed.
6. SOQs may not be withdrawn for a period of 90 days from the opening date to allow for a full evaluation and to make an award deemed in the best interests of the Commission.

## TENTATIVE SCHEDULE OF EVENTS

Name of the Proposal **Request for Statement of Qualifications - Consolidated Aircraft Deicing Operator Services**

Date of Issuance April 1, 2026

Pre-Proposal Meeting April 8, 2026 at 2:00 PM (CDT) (Zoom Meeting)

<https://us02web.zoom.us/j/2145498411?pwd=824FRupi3ovb3JKcU2YH2UllpIMZXi.1&omn=86007136211>

Meeting ID: 214 549 8411

Passcode: 6186517

Deadline for Questions April 17, 2026 by 2:00 PM (CDT)

Final Addendum Posted April 21, 2026

RFQ Deadline May 7, 2026 at 2:00 PM (CDT)

Recommendation for Award May 27, 2026 (tentative)

Submit Sealed Proposal to: The Eastern Iowa Airport  
Administrative Office  
2121 Arthur Collins Pkwy SW Ste 10  
Cedar Rapids, IA 52404

Method of Submittal: Mail or Overnight Delivery, In Person  
(Fax or e-mailed proposals **are not** acceptable)

Contact Person, Title: Daniel B. Brown, Director of Operations

E-mail Address: [d.brown@flyCID.com](mailto:d.brown@flyCID.com)

Phone: (319) 731-5718

# REQUEST FOR STATEMENT OF QUALIFICATIONS

## 1. PURPOSE

The Cedar Rapids Airport Commission (“**Commission**”), as owner and operator of the Eastern Iowa Airport (“**Airport**” or “**CID**”), is hereby soliciting a Statement of Qualifications (“**SOQ**”) from interested and experienced deicing operators (“**Operator**”) capable of providing Consolidated Aircraft Deicing Operator Services (“**Services**”) at the Airport.

The successful respondent will be expected to perform the following services:

- Operator shall begin performing deicing services at Airport designated apron areas beginning approximately on October 1, 2026.
- Operator shall be responsible for providing all employees and vehicles necessary to perform deicing services at the Airport.
- Operator shall be responsible for entering into contracts with the Carriers and other users of deicing services at the Airport, pursuant to Rules and Regulations to be adopted by the Commission. Operator shall provide, as part of its proposal, a sample contract representative of the agreement that air carriers and other users of deicing services at the Airport will be required to execute. The Operator shall also include sample agreements or standard terms governing its contractual arrangements with air carriers and any other entities utilizing deicing services at the Airport.
- Operator shall be required to enter into a Leasehold Agreement with the Commission for a Commission-owned facility to house deicing equipment in substantially the form as provided in Exhibit B.
- Operator shall be responsible for the complete engineering, permitting, modification, and commissioning of the existing decommissioned 60,000+ gallon fuel farm for conversion into a glycol storage and distribution system for aircraft deicing fluid.

After final selection, the Operator will be awarded an Operating Agreement to provide the services at the Airport. The terms of the Operating Agreement will be negotiated and mutually agreed upon by the Commission and the Operator, and will document, among other things, the agreed scope of services and the requirements set forth in this RFQ.

The Operator shall be capable of supplying equipment, personnel, and expertise to ensure coordinated, expeditious and safe deicing and anti-icing application of all airline and cargo operations at the Airport.

Any proposals that are submitted and not properly sealed and marked as “Request for Statement of Qualifications - Consolidated Aircraft Deicing Operator Services” will be rejected.

This request invites qualified respondents to submit a SOQ for accomplishment of the items of work described below under the Scope of Services. SOQs shall be prepared and submitted in accordance with the requirements described in this Request for Qualifications (“**RFQ**”). After the Commission selects the qualified Operator, the Commission will negotiate terms of an Operating Agreement to be issued to the Operator based on a mutually agreed upon scope of services with the Operator. **The Operator will be required to enter into individual agreements with the individual aircraft operators including Air Carriers and Cargo Carriers (each a “Carrier” and collectively the “Carriers”) at the Airport (“Carrier Agreements”).**

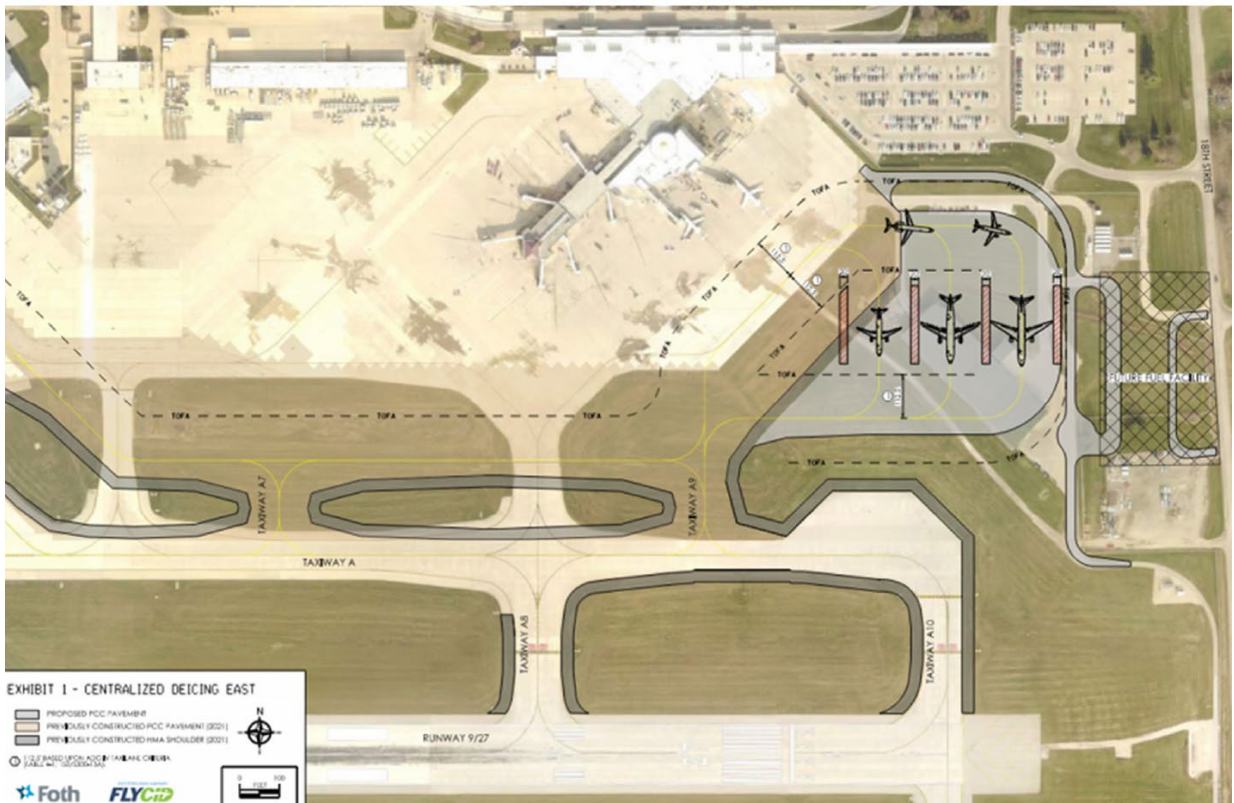
## 2. PROJECT DESCRIPTION

The airside portion of the Airport is situated on approximately 1,280 acres of land on the southwest side of the city in Cedar Rapids, Iowa. Major tenants of the Airport include: five commercial passenger airlines, three major air cargo airlines, seven (7) car rental agencies, restaurants, gift shop concessionaires, one general aviation fixed-based operators, and Federal Aviation Administration (“**FAA**”) facilities.

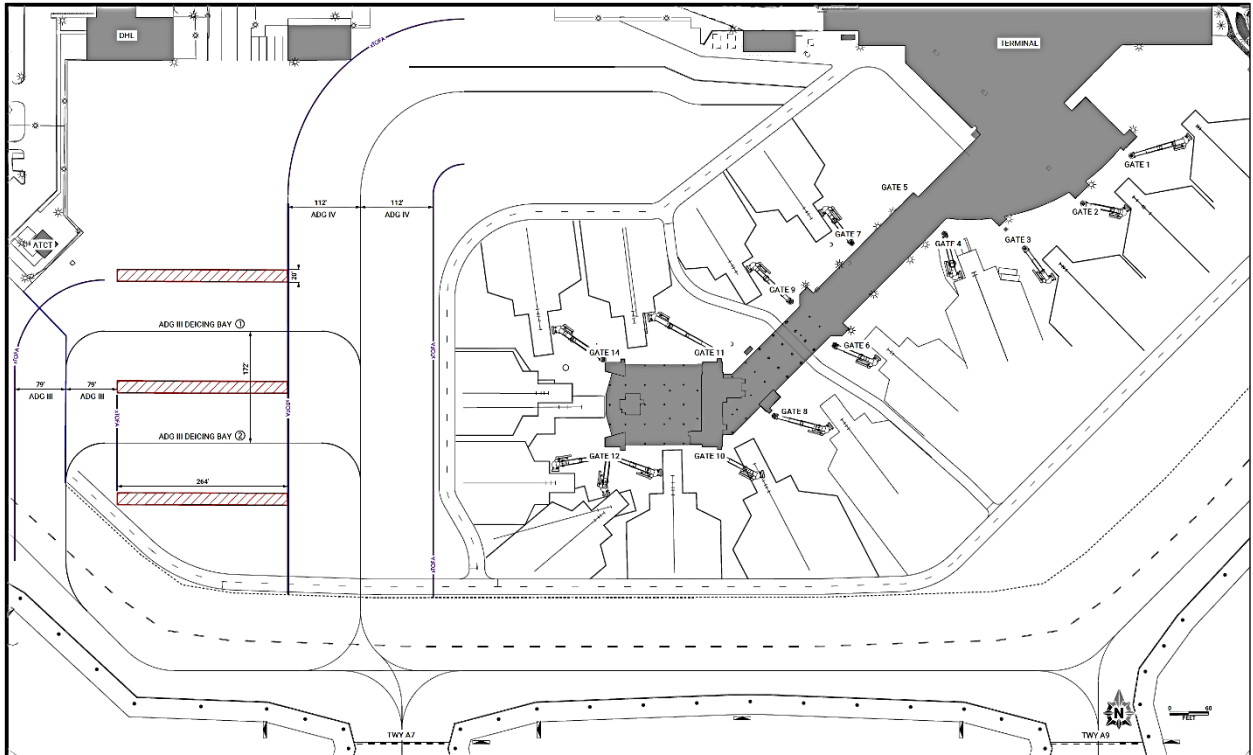
Operator will be engaged by the Commission to provide Services at the Airport for a period of five (5) years with three (3) one (1) option years for a total of eight (8) possible years. Operator will be required to enter into Carrier Agreements based on the framework established in this RFQ, the Operating Agreement issued to the Operator, and the Airport Rules and Regulations. Operator will be required to utilize Commission provided de-ice pads (“**Pads**”), horizontal infrastructure, stormwater collection system, and an existing commercial building on the east end of the Airport campus, a portion of which will serve as the de-ice service facility (“**Facility**”).

Operator will design, finance, permit, modify, and commission the existing decommissioned 60,000+ gallon fuel farm for conversion into a glycol storage and distribution system for aircraft deicing fluid, shown as location 5 on the diagram below, and subject to the Commission’s final approval. Operator will amortize on a straight-line basis the investment, with receipts of expenses provided to Commission, for a period of eight (8) years. Should the Operating Agreement expire or be terminated prior to eight (8) years, the Commission will remit to Operator the remaining unamortized value of the investment provided and approved by the Commission.

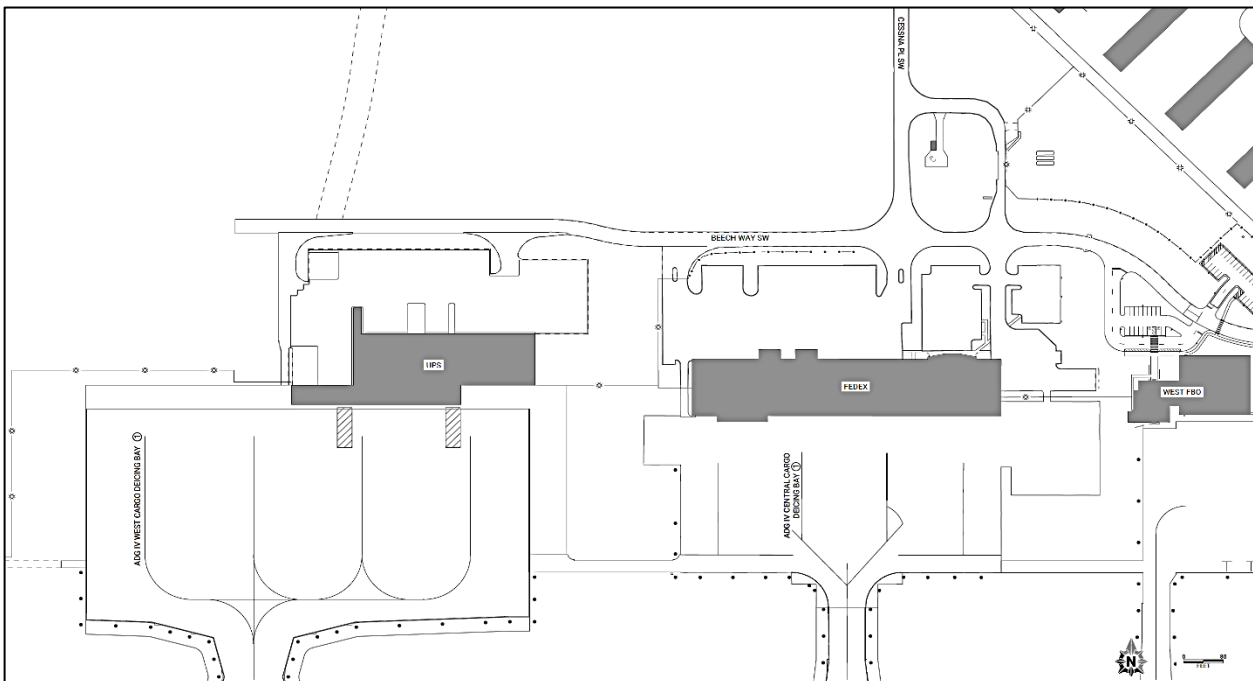
Centralized deicing pads are expected to be constructed, within the term of the Operating Agreement located east of the terminal ramp as shown in the diagram below (“**East Pad**”). It is planned that the new deicing pads will be able to simultaneously accommodate three (3) Airplane Design Group (ADG) III aircraft or one ADG IV aircraft and one ADG III aircraft.



Prior to the construction of the east pad, during the 2026-2028 deice season, the below figure identifies where deicing operations will occur, at a temporary deice location west of the terminal, on the east cargo apron, adjacent to the Air Traffic Control Tower ("**ATCT**").



The West Cargo Deicing Pad ("**West Pad**") consists of the central cargo apron and the west cargo apron. The central cargo apron has two positions that can accommodate ADG IV aircraft. The west cargo apron has four positions that can accommodate ADG IV aircraft.



The Commission will require Carriers to utilize Operator beginning with 2026-2027 deice season.

The 2029-2030 and beyond deicing operations will occur at the East Pad and West Pad only.

### 3. STATEMENT OF QUALIFICATION (SOQ) SUBMISSION

Deliver To: The Eastern Iowa Airport  
Administrative Office  
2121 Arthur Collins Pkwy SW Ste 10  
Cedar Rapids, IA 52404

Number of copies: One (1) sealed original (clearly labeled "Original" on the Cover Page) and one electronic PDF submittal on a USB flash drive.

During the evaluation, the Commission reserves the right to request additional written information to assist in the evaluation of the SOQs.

SOQs and written responses to the Commission's request for additional information shall be signed by the respondent (if an individual), by an officer of the proposing Operator, or by a designated agent empowered to bind the Operator in a contract.

Upon receipt, the SOQs shall become the property of the Commission for disposition or usage by the Commission at its discretion.

### 4. SOQ CONTENT

To standardize responses and simplify the comparison and evaluation of responses, all statements must be organized in the manner set forth below, separated into sections, and appropriately labeled. Minimum font size shall be ten (10) point. All information and materials requested shall be provided in the proposal in one (1) volume, addressing the Scope of Services, indexed, and clearly identified. **Page counts listed below do not include Cover Page, tabs/dividers, and back covers.**

1. Cover Page: The respondent should submit a sealed package to the Commission which includes, at minimum, the date, the RFQ title and number, name, and address of submitting Operator, as well as the Scope of Services being submitted.
2. Transmittal letter: A transmittal letter shall be included in the submittal and signed by a Designated Representative empowered to bind the Operator in contract. The name, title, Operator, address, telephone number, and email address shall also be provided for the Designated Representative. An acknowledgment of review of the attached insurance requirements with a statement that agrees to its content and all requirements as presented including professional liability insurance limits as defined in Attachment 2. Note: The Liability insurance limits language will not be changed/amended during negotiations. ***This section is limited to two (2) single-sided pages.***
3. Table of Contents: The proposal should include a Table of Contents of **one (1) single-sided page.**
4. Business Organization: The full name and address of the Operator's organization and the branch office that will perform the services described herein. The Manager-in-Charge of the branch office shall be identified. A statement shall be included from the Operator that to the best of its knowledge, there are no circumstances that shall cause a conflict of interest in performing services for the Commission. ***This section is limited to two (2)***

***single-sided pages.***

5. Qualifying Experience: To be considered qualified, qualifications must demonstrate at least five years successful experience in the management and operation of a commercial service airport deicing facility with a FAA categorization of Small Hub or larger. Further information on FAA Airport Categories may be found at: [https://www.faa.gov/airports/planning\\_capacity/categories](https://www.faa.gov/airports/planning_capacity/categories).

The Commission reserves the right to disqualify any Operator who, during the past five (5) years, has had an agreement or contract canceled, or threatened to be canceled, by a public agency for cause including either failure to perform or illegal activity.

Proposal shall include:

- a. Statement of Service Approach: A summary which addresses the methodology and approach the Operator proposes to use in the delivery of the required Services. Any deviations, conflicts with other work or schedule difficulties should be addressed in this section. Estimated deice and anti-ice maximum application times for typical aircraft at CID. (Intent, how long does it take to deice an aircraft. Explain how Operator plans on operating) The Operator's understanding of the issues involved with the Services identified must be provided in the methodology presented.
- b. Related Service Experience: Descriptions of a minimum of two (2) and a maximum of five (5) implementations of similar nature completed in the last five (5) years shall be submitted. The description must contain the scope of services performed, location, and reference(s) (including contact person's name, title, phone number and email address).
- c. Staffing and Organization: A functional organization chart showing proposed management staffing and positions by title and responsibilities. Organizational chart shall clearly indicate the Designated Representative and Key Personnel. Provide a summary of approach to working together with Airport personnel, Carriers and deice stakeholders.
- d. Management Approach: The proposal should discuss the Operator's methodology and approach to, but not limited to, resource management, communication plan, past proven collaborations on similar projects. Provide a narrative description to the overall management approach of aspects of similar implementations.
- e. Supplies and Equipment: The Operator shall provide the following information pertaining to equipment, de-ice vehicles ("**Vehicles**"), and source of supply for Type I and Type IV deicing fluids ("**Fluids**").
  - i. Intended quantity list of equipment and Vehicles (a minimum of two Vehicles must simultaneously be used to de-ice an aircraft) with product specification required for operations.
  - ii. Initial estimate of tank quantities and sizes, estimated installation cost and proposed amortization schedule utilizing an eight (8) year amortization schedule.
  - iii. Proposed Fluid dispensing and mixing methods.
  - iv. Potential vendors for the procurement and installation of the tanks and mixing facilities.
  - v. Proposed glycol Fluid supplier, distance of supplier from the Airport, and any additional information regarding sourcing of Fluid.

***This section (i-v) is limited to six (6) pages.***

6. Cost Allocation Model: Provide a detailed pro forma statement outlining the proposed cost allocation model and proposed rates to Carriers. The following list includes, but is not limited to, example costs to be included in the cost allocation model:

***This section is limited to one (1) single-sided page.***

- a. The following are example costs to be allocated to the Management Services Fee ("**Fixed Fee**"):
    - i. Facility (Service Building) Lease with Commission
    - ii. Amortization of Trucks/Vehicles
    - iii. Amortization of Glycol Tanks and Distribution System
    - iv. Fixed Staffing Expenses
    - v. Insurance and Operation Overhead Expenses
    - vi. Materials, Office Supplies, Licensing, Taxes, and Administrative Expenses
    - vii. Fixed Profit
  - b. The following are example costs to be allocated to the Aircraft Deicing Services Fee ("**Variable Fee**"):
    - i. Glycol and Water Expenses
    - ii. Variable Staffing Expenses Related to Deicing Services
    - iii. Fuel Expenses
    - iv. Trucks/Vehicles Maintenance Expenses
    - v. Variable Profit (Cost Plus Percentage Method)
7. Proposed airline and cargo contract: Provide a copy of a proposed Carrier Agreement used in other operations.
8. Insurance Coverages: Operator shall indicate in its proposal the type and amounts of total available insurance coverages for Carriers it possesses at the time of its proposal. The Operator shall also indicate its deductible associated with each varying type of insurance it possesses.
9. Additional Information: Provide anticipated methodology for rate setting. Provide anticipated method for allocation of fixed costs amongst Carriers. Provide any additional information regarding your Operator's experience and capabilities that would be important to the success of the project. ***This section is limited to two (2) single-sided pages.***

## **5. PRE-SUBMITTAL CONFERENCE**

There will be a virtual pre-submittal conference **Tuesday, April 8, 2026 at 2:00 PM CDT**. Interested parties may sign up for the virtual meeting by contacting the Cedar Rapids Airport Commission's Director of Operations, Daniel B. Brown, at: [d.brown@flycid.com](mailto:d.brown@flycid.com).

## **6. INSURANCE AND INDEMNIFICATION REQUIREMENTS**

The Operator shall purchase and maintain insurance in accordance with the insurance requirements set forth in *Attachment 2* to protect the Operator and the Commission throughout the duration of the Operating Agreement. The Operator shall not commit any act which could invalidate any policy of insurance. The Operator shall defend, indemnify, and hold harmless the

Commission in accordance with the indemnification requirements set forth in Attachment 2. The Operator will be subject to all terms and provisions set forth in Attachment 2. All Operators that submit qualifications in response to this RFQ will be required to accept and comply with Attachment 2, Insurance and Indemnification Requirements if selected. This requirement is not subject to negotiation.

Prior to beginning work at the Airport, Operator shall provide certificates of insurance, and complete copies of all applicable insurance policies, including endorsements, showing that the Operator has obtained the insurance required by the attachments to the RFQ. Operator will be required to provide all required insurance limits requested by each individual Carrier.

## **7. FORM OF CONTRACT**

The Lease Agreement and Operating Agreement to be executed between the Commission and Operator are subject but not limited to the following federal provisions, as applicable:

1. Title VI of the Civil Rights Act of 1964
2. Civil Rights Title VI Assurances
3. Section 520 of the Airport and Airway Improvement Act of 1982
4. DOT Regulation 49 CFR Part 18.36 and 18.42 - Access to Records and Reports
5. DOT Regulation 49 CFR Part 20- Lobbying & Influencing Federal Employees
6. DOT Regulation 49 CFR Part 26-Disadvantaged Business Enterprises Participation
7. DOT Regulation 49 CFR Part 29- 2 CFR Part 1200 Department of Transportation
8. Implementation of OMB Guidance on Non-procurement Suspension and Debarment
9. DOT Regulation 49 CFR Part 30- Federal Trade Restriction Clause.
10. Buy American Preferences - 49 USC §50101
11. Civil Rights: General - 49 USC §47123
12. Federal Fair Labor Standards Act (Minimum Wages) – 29 USC §201
13. Occupational Safety and Health Act – 29 CFR Part 1910

The contents of this RFQ, of a proposal submitted in response thereto, and of the Commission's official response to a question, objection, or request for clarification or interpretation regarding the RFQ, and of any exception to the RFQ submitted by the Operator and accepted by the Commission, shall become part of the contractual obligation, and shall be deemed incorporated by reference into the ensuing Operating Agreement.

The Commission intends to select an Operator with the capability of performing all identified tasks with the aid of any sub-contractors. The Operator selected will be responsible for the management and successful completion of all tasks undertaken. The Operator will be subject to performance standards defined within the Operating Agreement and the Airport's Rules and Regulations.

## **8. SCOPE OF SERVICES:**

The Commission is seeking the following Services: Consolidated Aircraft Deicing Operator responsible for:

1. deicing facility management,
2. vehicle acquisition and maintenance,
3. fluids storage and inventory services,
4. aircraft deicing / anti-icing services,
5. ramp control services including radio frequency acquisition and monitoring,
6. reclamation of spilled deicing/anti-icing Fluids utilizing Operator's equipment, and,
7. operational management of deicing pads.

Pavement markings and snow removal of Pads are excluded from Operator's Services and will be performed by the Commission.

The major functions of the Services provided by Operator are to control aircraft onto and off of deicing aprons, deice aircraft during the precipitation and non-precipitation deicing events and to remove and dispose of spent aircraft deicing Fluids. During this process the Operator shall be required to collect and report data for Carriers, Commission, municipal, state, and federal agencies. Operator shall acquire and manage appropriate radio frequencies for operation and coordination of activity of Aircraft from parking positions to Pads to include coordination with Air Traffic Control for release of Aircraft from Pads.

West Pad is available for joint use with General Aviation (GA) operators which may utilize deicing services from entities other than Operator. An example is an approved Fixed-Base Operation (FBO) capable of performing de-icing and anti-icing operations for general aviation. Operator will maintain management of the West Pad, but will be required to accommodate these operations in a fair and equitable manner.

The term of the Operating Agreement is five (5) years with three (3) one-year renewal options, at the sole discretion of the Commission, for a potential of up to eight (8) years. The terms of the Operating Agreement will be based on key performance measurements and the detailed scope of services outlined below:

1. The Operator shall manage and operate the Consolidated Aircraft Deicing Facilities including Pads and Facility.
2. Create and implement an efficient and effective communication plan with all affected parties in cooperation with stakeholders (i.e., Carriers, Commission, FAA, Deicing Fluids Supplier, Equipment Fuel Supplier, General Aviation Operators, etc.)
3. Provide operational training for all personnel utilizing the Pads and Facility and appropriate documentation, reporting and record-keeping.
4. Development and implementation of a Safety Plan for all operations at the Pads and Facility (Personnel and Equipment) approved by the Commission.
5. Scheduling and management of pre and post event briefings with all affected parties (Carriers, Commission, FAA).
6. Pad Management and reporting to the Commission and Carriers as required.

7. Management of Fluids storage and inventory coordinated with the glycol vendor.
8. The Operator must maintain set minimum Fluid levels and keep the Carriers and the Commission informed of Fluid inventory levels, ensuring adequate supplies are available for deicing events.
9. Coordination and communication with Fluid supplier to ensure adequate supplies of Fluids are on-site and available for deicing events.
10. Provide Carriers with the required insurance coverages.
11. Provide Carriers with the appropriate indemnities.
12. Provide adequate spill prevention equipment at each facility to contain hazardous material spills. Operator must become a co-permittee on Commission SWPPP and NPDES individual permit. The Operator must keep the Carriers and the Commission informed of any spill events that occur during the deicing activities.
13. Report damage to Carrier and Commission-owned facilities or equipment, accessories, and appurtenances. Implement corrective actions to prevent reoccurrence.
14. Comply with all requirements assigned to the Operator by the Carriers and the Commission.
15. Management of deicing equipment, Vehicles, Fluid inventories, Carriers' usage, personnel access and reporting as required by the Commission. These items include but are not limited to:
  - a. Inventory accounting, usage, billing, accounts receivable and payments.
  - b. Usage data collection, reporting and invoicing.
16. Provide aircraft deicing / anti-icing services to each Carrier, in compliance with each Carrier Agreement. The Operator shall maintain the staffing levels necessary to meet the Airport's anticipated departure rate of all Carriers.
17. Order through the Fluid vendor, test, accept, store and manage an inventory of Type I and Type IV Glycol in accordance with Carriers' requirements. The Operator must keep the Carriers informed of inventory on-site, deliveries and maintain acceptance records available for inspection as required by Carriers and FAA regulations.
18. Purchase, operate and maintain Fluid application deicing vehicles.
19. The Operator shall maintain the Pads and Facility by keeping all areas clean and in good working order at all times.
20. The Commission shall provide the Operator with the Facility and deicing Pads. The Commission, in its sole discretion, shall have the right to relocate the Pads or Facility during the term of the Operating Agreement upon sixty (60) days' notice to the Operator.
21. The Operator shall not structurally alter the Pads or Facility in any way whatsoever, erect any signs or consent to any advertising on the Airport without prior written approval from the Airport Director, or his designee.

22. The Operator shall supply a tentative staffing plan in order to staff employees for the work in compliance with the Carriers' schedules. Any changes to the staffing plan must receive prior written approval from the Airport Director or his designee.
23. Hire a full-time general manager who can be reached at all times (24 hours a day/7 days a week), approved by the Airport Director, or designee, to manage the Pad, Facilities, and overall operation for the Operator and the Commission. The general manager shall have an office located within the Facility. During vacation or in the absence of the general manager, a duly authorized alternate manager shall be temporarily designated by the Operator to act in his/her place until their return to the Airport. Permanent reassignment of the general manager will require approval from the Airport Director, or designee. Further, the Commission reserves the right to request a change in the general manager when at any time, in the Commission's sole discretion, it is determined that the current general manager is not properly ensuring compliance with the Operating Agreement or the Airport Rules and Regulations or is not providing the Services in an effective and efficient manner.
24. The Operator shall apply deicing, anti-icing and defrosting Fluids to Carrier or General Aviation ("GA") aircraft using Operator owned or leased mobile deicing Vehicles capable of being operated by a single person and with hot air capability.
25. The Operator shall maintain and repair the deicing Vehicles and equipment.
26. The Operator shall supply SAE AMS compliant (1424) Type I glycol fluid.
27. The Operator shall supply SAE AMS compliant (1428) Type IV glycol Fluid.
28. The Operator shall provide a minimum of six (6) deice / anti-ice Vehicles for deicing and anti-icing operations. Vehicles must be no more than five (5) years old at the time of initial service and no more than fifteen (15) years old at any point during the term of the Operating Agreement. No less than five (5) Vehicles must be in service at all times during the duration of the Operating Agreement. Vehicles at a minimum must be capable of Type I and Type IV application and accountability, hot air application, boom capabilities, single driver operation, radio communication, and other airside vehicle requirements as defined in the Airport Rules & Regulations. Vehicle glycol tanks shall be capable of meeting deicing needs of Carriers at all times.
29. The Operator shall supply a minimum of one functioning (1) glycol recovery vehicle at all times during duration of the Operating Agreement and must develop spill response procedures.
30. The Operator shall provide mixing capabilities on the vehicles or at the glycol fill location.
31. The Operator shall endeavor to reduce generation of waste materials to minimize risks to the environment, customers, the general public and Airport tenants. The Operator must ensure proper disposal of any and all hazardous as well as non-hazardous wastes produced as a result of their contractual duties. Such waste shall include but are not necessarily limited to waste or "spent" deicing Fluids, used petroleum oils, lubricants, Fluids, coolants, or other non-water liquid substances, acids, batteries, and general solid wastes. The Operator must comply with any and all federal, state, and local regulatory law or ordinance concerning the generation, storage, and disposal of such wastes produced as a result of their work at the Airport. The Operator is additionally subject to the provisions of

the Airport's NPDES ("stormwater") pollution prevention plan (SWPPP), the NPDES permit, as well as those provisions outlined in the Commission's Spill Prevention and Countermeasure Control Plan or "SPCC" plan and must conform to all applicable portions pertaining to their work thereof. The Operator will be required to be added as a co-permittee on the Commission NPDES permit. The Commission's NPDES permit, SWPPP, and SPCC Plan are available by request by contacting the Cedar Rapids Airport Commission's Director of Operations, Daniel B. Brown, at: d.brown@flycid.com. Spills of all waste substances named in this section are subject to reporting and notification as defined by the Commission's SWPPP document and policies and procedures.

32. The Operator shall recover and dispose of glycol or other deicing Fluids used in deicing operations or spilled outside of the approved Fluid collection areas.
33. The Operator is aware of CID's deicing Pads as identified by in this RFQ. Operator shall use the deicing pads. The Operator will perform aircraft deicing activities only on CID-designated Pads or apron areas.
34. The Operator shall facilitate ramp control procedures for the orderly movement of aircraft to the de-ice Pads in an equitable and efficient manner. The Operator shall communicate with pilots from a deicing boss stationed in ramp vehicles provided and owned by the Operator.
35. The Operator shall report injuries or property loss or damages on the Pads or Facilities, the refill stations, or Operator vehicles to the Airport Director or designee; and as soon as available, furnish copies of relevant reports.
36. The Operator shall comply with all applicable statutes, requirements, orders and regulations of the Federal Government and other applicable jurisdictions, pertaining to occupational safety and health including, without limitation, the Occupational Safety and Health Act of 1970 and those applicable to the handling, shipment, storage and disposal of hazardous materials.
37. The Operator shall maintain a regular, systematic inspection routine to ensure the Services are performed in a good workmanlike manner.
38. The Operator shall obtain, pay for, and maintain all permits and licenses required for performing the Services.
39. The Operator shall provide the Commission with an annual budget, proposed Fixed Fee, and estimated Variable Fee on a yearly basis no later than November 1<sup>st</sup> to the Commission.
40. Provide rate setting methodology using a Fixed Fee profit and cost-plus percentage Variable Fee profit representing all of the Operator's profits.
41. The Operator is required to provide the best offered rate to any Carrier equally. Additional charges may be made to a specific airline or cargo operator for special requests such as additional insurance values not required by the remainder of airlines and cargo operators. Discounts may be provided to an individual Carrier so long as the Fixed Fee or Variable Fee charged to another Carrier is not impacted by the discount and the discount offset is taken from any Operator profit centers.

42. The Operator shall provide the Commission with an annual summary of estimated costs and proposed rate structure prior to each season; by April 1<sup>st</sup> of each year. The Commission will communicate the proposed rate structure to the airline and cargo operators and set the rate for the year starting July 1<sup>st</sup> through June 30<sup>th</sup> of the following year. A process for appealing an established rate will be provided to the Carriers in the Operating Agreement.
43. The Operator shall develop a policy and procedures manual ("**Policy Manual**"), to be approved by the Airport Director, or his designee, describing the Operator's operations covering at least:
- a. The use of the Pads for defrosting and deicing aircraft.
  - b. Procedures for procuring deicing Fluids and other supplies and equipment not provided by the Commission.
  - c. Accounting for and reporting to the Commission and Carriers the cost of defrosting and deicing services performed by Operator per deicing or defrosting event including the amount and cost of deicing Fluids applied to each aircraft for each event.
  - d. Maintenance and repair of the deicing Vehicles, storage, and reclamation facilities.
  - e. Preventive maintenance measures.
  - f. Procedures for storing Fluids and other chemicals.
  - g. Other matters as directed by the Airport Director, or his designee, from time to time.
44. The Operator shall negotiate and enter into a uniform contract, approved by the Airport Director or designee, with each Carrier at the Airport that wishes to be provided deicing services. The Operator shall consult with the Airport Director, or his designee, regarding any material change to the proposed Carrier contracts and any issues that arise with any Carrier with respect to the proposed contract terms. The Airport Director, or his designee, shall have the right to approve or disapprove each contract incorporating a material change and shall be provided with a copy of each such contract executed by an airline or cargo operator. Respondents shall submit their proposed contract as part of the proposal. At a minimum it must include indemnifying the Commission and naming the Commission and its subsidiaries and affiliates, and their respective officers, directors, agents and employees as additional insured as required under the Operating Agreement. The Operator shall enter into contracts with the Carriers in addition to other users requiring deice services. The air carrier and cargo operators currently operating at the Airport include the following:
- a. Allegiant Airlines
  - b. American Airlines
  - c. Delta Airlines
  - d. Frontier Airlines
  - e. United Airlines
  - f. Federal Express (FedEx)
  - g. United Parcel Service (UPS)
  - h. DHL

## **9. COMPENSATION**

**The Commission does not guarantee a set amount of work or contract value for these services.**

1. Management Services Fee (Fixed Fee) – The fees paid by Carriers under this section will be related to the costs and expenses incurred as fixed expenses required to stand-up the operation required under this RFQ. The Operator shall invoice each Carrier monthly, based on an established budget and rate methodology, setting forth the costs required to provide the availability of Services. Costs, plus fixed profit, shall be paid on an agreed upon method with the Carriers and as amended year-to-year.
2. Aircraft Deicing Services Fee – The fees paid by Carriers under this section will be related to the costs and expenses, plus cost-plus percentage profit, actually incurred by the Operator for the actual provision of Services as accomplished with the de-icing, anti-icing, or defrosting of an aircraft on demand by a Carrier. The charges included under this scope will be totaled and divided by the total number of aircraft and type of aircraft serviced by the Operator on the individual Carrier's aircraft in accordance with the rate methodology set within the Operating Agreement or the Airport Rules and Regulations. The Operator shall provide costs associated with variable fees. The Operator shall explain an accountability process for recording Fluids actually used per aircraft/carrier. Where an individual Carrier contracts for a gallons sprayed method, that alternative billing will be used for that Carrier. In all cases, each Carrier will be afforded a best pricing where all Carriers receive a competitive price. The term Services in this section shall be defined as any anti-icing or deicing event, regardless of location on the Airport, that requires the use of deicing Fluids stored in the storage tanks, managed by the Operator's personnel and equipment.

## **10. MINIMUM STANDARDS OF PERFORMANCE**

All services to be performed hereunder shall be performed in a careful and workmanlike manner by competent, trained personnel, under the direction of qualified supervision. The Operator shall comply with Carriers' written procedures, or, in the absence thereof, in accordance with the Operator's standard procedures. The Operator shall be responsible for the costs of any uniforms, personnel protective equipment or badging if required by the Commission. In providing services, the Operator agrees to observe all applicable requirements of the FAA or any successor thereof and all other governmental authorities having jurisdiction over these activities. The Operator shall maintain the equipment used and provided by Operator in good operating condition, and the Operator shall not allow the misuse or abuse of such equipment to negatively impact the service provided to Carriers or add to the Carriers' costs.

1. The Operator covenants and agrees to: (i) pay all fines and other penalties imposed by the Airport Commission, the FAA, TSA, federal, state and local environmental regulators or any other entity having jurisdiction, arising out of the acts or omissions of the Operator's officers, agents, employees and representatives; (ii) promptly pay such fines and penalties, or if charged against a Carrier, to reimburse Carrier within thirty (30) days of receipt of the Carrier's statement therefore; and (iii) defend, indemnify and hold Carriers and the Commission harmless from any and all costs and losses associated with or arising out of such fines or penalties.
2. The Operator should select and appoint a full-time, experienced manager fully authorized to represent and act on behalf of the Operator in all matters pertaining to its business.
3. Should an employee, subcontractor, or other personnel representing the Operator be observed performing in an unsatisfactory manner or should an accident, damage or injury result from less

than satisfactory performance by such personnel, the Operator, upon notice thereof, shall take whatever steps necessary, including removal of such personnel, to ensure (i) that such performance is not repeated, and (ii) that all personnel perform at a satisfactory level.

4. The Operator shall be responsible for all decisions concerning matters of hiring, firing, discipline, payroll practices, employee benefits and communication with the Operator's employees with respect to their duties as employees. The Commission shall have the right to require the Operator to remove from performing services for it any employee of the Operator who the Commission, for any reason not unlawful, deems objectionable.
5. The Operator shall discuss with its employees any issues regarding the overall performance brought by the Commission or a Carrier to the Operator's attention. The Commission may advise Operator personnel of issues when they relate to an emergency or other activity that requires immediate attention.
6. The Operator shall require, for the benefit of Carriers that its personnel execute any reasonable Carrier documents related to performance of the Services. In addition, at a Carrier's request, Operator shall execute confidentiality agreements with its personnel.
7. The Operator may only subcontract these Services, in whole or in part, with the prior written consent of the Commission. If the Operator does subcontract, the contractual requirements of the Operator shall continue to apply to the subcontractor's performance of the subcontracted work. The Operator shall ensure that all of its contracts with its subcontractors relating to these Services contain provisions that are in conformity with and no less stringent than the provisions of any of the individual Carrier Agreement. In addition, the Operator shall remain obligated to each Carrier for its subcontractor's performance as if the Operator performed the work itself.
8. The Operator will maintain operational readiness including personnel and equipment to attain Aircraft Deicing performance based on SAE guidelines. If for any reason these service times cannot be met, the Operator will immediately notify the Carriers and advise them of expected service times and anticipated return to expected standards. Further, following any substandard service event, the Operator will provide a written corrective action plan to affected Carriers.
9. The Operator will maintain performance records of all Carriers using a computerized accounting of aircraft deicing operations using the Pads, including out-to-off times of each aircraft departing the Airport, deicing Pad dwell time, deicing Fluid application amounts and service times, deicing service end time and taxi out times of each aircraft including aircraft type.
10. In an effort to hold the Operator accountable for the quality of services it provides to the Carriers, performance measurements associated with compensation incentives or penalties may be identified. The Commission may conduct monthly audits of the Operator's services in five main areas:
  - a. Deicing Facility occupancy time;
  - b. Repeated Deicing / Anti-Icing application;
  - c. Damage to aircraft;
  - d. Aircraft out-to-off times; and
  - e. Fair and Uniform Billing

Failure of Operator to maintain standards set by the Commission and Carriers can result in early termination of Operating Agreement.

## **11. CARRIER OPERATING STANDARDS AND DEICING AND ANTI-ICING GUIDELINES**

Each individual Carrier has uniquely developed winter weather or deicing/anti-icing operations manuals. This information is provided to the Operator as a representative sample of the type of services required by many of the Carriers operating at the Airport in order to maintain compliance with their FAA and aircraft manufacturer's approved winter operation procedures.

## **12. OTHER CONTRACTUAL REQUIREMENTS**

In addition to the execution of individual Carrier Agreement, the Operator will be required to execute a Leasehold Agreement with the Commission for locating the Operator's operations at the Airport. The execution of the Lease Agreement with the Commission is a precedent condition to operating out of the Facility. Operator will assist the Commission in the scoping and design needs that may be necessary to retrofit Facility for deicing operations. The Commission will hire a professional design firm and fund any remodeling or retrofitting of the Facility which is expected to be complete prior to the 2026-2027 season, which typically runs from October 1<sup>st</sup> through May 1<sup>st</sup>.

## **13. UTILITIES / JANITORIAL / MAINTENANCE**

The Operator shall be responsible for maintenance and janitorial service of their specific office spaces and services in the Facility.

## **14. ENVIRONMENTAL OPERATIONS AND INDEMNITY**

The Operator shall comply with Carriers' written procedures, State and Federal regulations, Airport EPA permits, or, in the absence thereof, in accordance with the Operator's standard best practices and procedures.

## **15. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The employees of the Operator and its subcontractors engaged in performing the Services shall be employees of the Operator or its successors or permitted assigns for all purposes and shall under no circumstances be deemed to be employees of any Carrier or the Commission. All related wages, taxes, insurance, and fees are the responsibility of the Operator. Part time employees who are also employed in other capacities on the airfield or elsewhere are the sole responsibility of the Operator while on duty and going to work or returning from work of the Operator. The Operator accepts full and exclusive liability for the payment of Worker's Compensation and employer's insurance premiums with respect to such employees.

## **16. AIRPORT SECURITY REQUIREMENTS**

The Operator shall fully comply with all FAA regulations, including Homeland Security, TSA security requirements, Airport Rules and Regulations, and the Airport Security Plan for the Airport. Employees shall be suitably trained and badged in accordance with Airport security procedures and regulations and shall fully comply with 49 C.F.R. 1542, "Airport Security" regarding conduct and access to the Airport Operations Area ("**AOA**") and other identified secured areas of the Airport.

## **17. CONFIDENTIALITY OF RECORDS**

A respondent must identify each portion of their SOQ which contains proprietary information, patents, copyrights or trade secrets. The Commission may otherwise use or disclose the data submitted by each respondent for any purpose, unless its use is so identified and restricted by the respondent. A respondent's opinion of proprietary information is not necessarily binding on the Commission.

## **18. CONFLICTS OF INTEREST**

It is the intent of the Commission that its members adhere to high levels of ethical conduct. Should the Commission discover that a respondent has taken part in unethical behavior, the Commission reserves the right to reject any or all portions of the suspected submitted proposal.

## **19. EVALUATION AND AWARD OF CONTRACT**

In the event the Commission desires further information or clarification regarding any proposal, the Commission may request such information from respondent or, at its option, elect to interview one or more of the respondents. Interviews will be based on the RFQ and information provided in the SOQ. The Commission will only conduct interviews, as it deems necessary.

The Operating Agreement will be awarded to the highest qualified Operator who submits the proposal most favorable to the Commission based upon the scope of services required and the compensation package proposed. The successful respondent must deliver executed copies of the Operating Agreement to the Commission within fourteen (14) calendar days of being notified in writing by the Commission of the contract award.

## **20. CONTACT PERSON**

Any questions concerning the qualifications should be submitted in writing to Daniel B. Brown, Director of Operations at [d.brown@flyCID.com](mailto:d.brown@flyCID.com).

## **21. REQUESTS FOR CLARIFICATION OR INTERPRETATION AND QUESTIONS**

After issuance of an RFQ, persons or entities who intend to respond to such RFQ by submission of a SOQ, and who have questions regarding the RFQ, or who object to any term, provision, or requirement of the RFQ, or who desire clarification or interpretation of any term, provision, or requirement of the RFQ, may submit such questions, objections, or requests for clarification or interpretation to the Contact Person named above no later than the date indicated. Such questions, objections, requests for clarification or interpretation shall be submitted in writing and shall clearly identify the individual or entity submitting same, including the name, address, telephone number, and e-mail address, if any, of such person or entity.

## **22. ISSUANCE OF ADDENDA TO RFQ**

The Commission will respond in writing to all questions, objections, requests for clarification or interpretation presented to the Commission as provided above or raised or presented at the pre-submittal conference as provided above. Only the Commission's written responses shall be considered the Commission's official response binding upon the Commission. In addition to making a written response, the Commission may issue addenda amending the RFQ by changing, deleting, or adding terms, provisions, or requirements to the RFQ.

Written answers to all written inquiries will be posted to the Airport's website. In no case will verbal communications override written responses or requirements of this RFQ.

## **23. PROPOSER'S COMMUNICATIONS**

After issuance of an RFQ by the Commission, persons or entities who intend to respond to such RFQ by submission of a competitive Statement of Qualification, and who desire to pose questions, objections, requests for clarification or interpretation regarding any term, provision, or requirement of the RFQ, shall not attempt to contact or communicate with, in writing, electronically, or orally, any Commission official or employee other than the designated contact person. Persons or entities who knowingly or willfully violate this provision may be guilty

of a crime, punishable by fine or imprisonment. In addition, the Commission may refuse to accept or may return the proposal of any person or entity determined to be in violation of this provision. Contacting other selection committee members will be considered inappropriate and may lead to a loss of Selection Criteria points or disqualification, at the discretion of the Director of Operations.

## **24. SELECTION PROCESS**

Qualifications will be evaluated by a selection committee established by the Commission to identify the respondent best qualified to meet the Commission's needs. The Commission reserves the right to request interviews of any respondents. Such presentations or discussion will serve solely to clarify a respondent's written SOQ. The Commission will send written notifications to the Designated Representative as to whether the respondent has been selected for a presentation. The following selection criteria categories and weights will be applied to respondent submissions.

Qualifying Experiences/Management Approach	<b>0 - 40 Points</b>
Proposed Supplies and Equipment	<b>0 - 25 Points</b>
Cost Allocation Model	<b>0 - 20 Points</b>
Airline References	<b>0 - 15 Points</b>

## **25. APPEAL OF COMMISSION STAFF RECOMMENDATION**

A respondent who is aggrieved by the Commission staff's determination and recommendation as to the selection of the best SOQ may appeal such determination and recommendation by filing a written objection to the Commission within the appeal deadline set forth in the Notice of Intent to Award. Such objections may be filed in person, by mail, or e-mail but must be received within the appeal deadline. In its written objection, the appealing respondent shall set forth all of its objections to the Commission staff's recommendation and all arguments in support of its objections and shall attach all documentation supporting its objections upon which it intends to rely.

The Commission may, in its discretion, hear presentations by the appealing respondent and by competing respondents with respect to the appealing respondent's objections. If the Commission agrees to hear presentations, it may limit their length and all respondents will be given an equal opportunity to speak. The Commission's decision will be final.

## **26. COMMISSION CONSIDERATION OF RECOMMENDATION**

When the Commission staff's recommendation comes before the Commission for consideration, the Commission may request that the recommended respondent appear before the Commission to give a presentation or to answer questions regarding its SOQ. Competing respondents will not be allowed to speak at that time unless a prior request has been made and permission to speak granted, or unless a Commission member requests that the competing respondent be allowed to speak and the Commission consents to the request.

## **27. REJECTION OF QUALIFICATIONS**

The Commission reserves the right to reject any or all qualifications in whole or in part received in response to the RFQ. The Commission will not pay for any information requested in the RFQ, nor is it liable for any cost incurred by a Operator in responding to the RFQ.

## **28. FORMATION OF CONTRACT**

Upon the Commission's approval of the evidence of insurance submitted by the successful

respondent (if required by the RFQ), and upon the Commission's legal representative's review of the form of Operating Agreement executed by the successful respondent, the Commission Chairperson will execute the Operating Agreement as directed by the Commission.

## 29. NEGOTIATIONS

The Commission will select a respondent for the purpose of entering into negotiations utilizing Commission form of contract without revisions.

## 30. AWARD OF CONTRACT

Award of contract, if any, will be to the respondent deemed best qualified by the Commission, in accordance with the selection criteria, to perform the services outlined in this RFQ.

## 31. ASSIGNMENT OF CONTRACT

No contract awarded pursuant to this RFQ shall be assignable by the successful respondent without the written consent of the Commission.

## 32. STATUTES AND RULES

Airport rules and regulations are incorporated as published, subject to periodic modifications and updates and can be found at: <https://flycid.com/rulesandregs>.

## 33. QUALIFICATIONS NOT CONFIDENTIAL

Under Chapter 22 of the Iowa Code, "Examination of Public Records", all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision, are the following:

- a. (3) Trade secrets which are recognized and protected as such by law.
- b. (6) Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the Commission, as custodian of the proposal submitted in response to a Request for Qualifications, may, but is not required, to keep portions of such qualifications confidential under exceptions 3 and 6 (noted above). If a responding individual or company determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, **a confidentiality request may be submitted with the proposal** identifying which portion or portions of the proposal should be kept confidential and why. The burden will be on each responding individual or company to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The Commission will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the Commission will so notify the responding individual or company and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the individual or company requesting confidentiality to defend its request. In that notification, the individual or company requesting confidentiality will be given not more than five (5) calendar days within which to file

suit in Linn County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by an individual or company requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal includes two or more evaluation stages, in which qualifications are evaluated at each stage and the field of competing qualifications is reduced, all qualifications submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing respondents. Upon completion of the final stage in the evaluation process, all competing qualifications shall be subject to disclosure; if not otherwise determined confidential as above provided.

#### **34. EXCLUSIVE CONTRACT**

The Operating Agreement that results from this RFQ constitutes the exclusive contract between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements or contracts, either written or oral, related to the Services to be performed. The terms and conditions hereof may not be altered without prior written consent of both parties.

#### **35. NON-COLLUSION AFFIDAVIT REQUIRED**

Any Operating Agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition by agreement to propose a fixed price or otherwise will render the qualifications of such Proposers void. Proposers will be required to execute and submit with their qualifications a Non-Collusion Affidavit in the form appended hereto as Attachment 1. Any disclosure by one Proposer to another Proposer of the content of a proposal in advance of the submission of qualifications will render the qualifications of both Proposers void and may at the discretion of the Director of Operations render the RFQ proceedings void.

#### **36. EVIDENCE OF ABILITY TO OBTAIN INSURANCE**

Each Proposer shall provide evidence satisfactory to the Commission that it can obtain the required insurance coverages. For this purpose, each Proposer shall submit with its proposal the certification form appended to this RFQ as Attachment 3, in which the Proposer's insurance agent and/or bonding agent certifies that the Proposer can obtain the required insurance coverages and/or bond. Failure to submit the required certification form will be grounds for rejection of the proposal.

#### **37. ATTACHMENTS**

- A. Attachment 1: Non-Collusion Affidavit
- B. Attachment 2: Cedar Rapids Airport Commission Standard – Major Insurance & Indemnification Requirements
- C. Attachment 3: Certification of Operator's Insurance Agent Regarding Operator's Ability to Obtain Required Insurance Coverages

#### **38. EXHIBITS**

- A. Exhibit A: Leasehold Property
- B. Exhibit B: Form of Leasehold Agreement
- C. Exhibit C: Form of Operating Agreement

**ATTACHMENT 1  
NON-COLLUSION AFFIDAVIT**

The Operator hereby certifies under penalty of perjury:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement for the Cedar Rapids Airport Commission; and
2. That no individual employed by the Operator was paid or will be paid by 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 Operator whose services in connection with the making of this proposal were in the regular course of their duties for the Operator; and
3. That no part of the compensation to be received by the Operator 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 Operator whose services in connection with the making of this proposal were in the regular course of their duties for the Operator; and
4. That this proposal is genuine and not collusive or sham; that the Operator has not colluded, conspired, connived or agreed, directly or indirectly, with any other Operator 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 Operator or any other Operator, or to otherwise restrain freedom of competition, and that all statements in this proposal are true; and
5. That the individual executing this proposal has the authority to execute this proposal on behalf of the Operator.

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Operator

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Signature

By \_\_\_\_\_  
Name (print/type)

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Title

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Street Address

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City, State, Zip Code

**ATTACHMENT 2**  
**MAJOR INSURANCE AND INDEMNIFICATION REQUIREMENTS**

**1. GENERAL**

The Operator shall purchase and maintain insurance to protect the Operator and COMMISSION throughout the duration of the Operating Agreement. Said insurance shall be provided by insurance companies “admitted” or “nonadmitted” to do business in the State of Iowa having no less than an A. M. Best Rating of “A-.” All policies, except professional liability, shall be written on an occurrence basis and in form and amounts satisfactory to the COMMISSION. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the COMMISSION prior to Operating Agreement execution or commencement of work and/or services.

**2. INSURANCE REQUIREMENTS**

- A. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: The Operator shall procure and maintain Worker’s Compensation Insurance, including Employer’s Liability Coverage, both written with State of Iowa statutory limits. Employer’s liability limits of \$1,000,000/\$1,000,000/\$1,000,000 are required. ***Waiver of Subrogation in favor of the COMMISSION is required.***
- B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Operator shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground - XCU (when applicable). The COMMISSION shall be included as an Additional Insured on this policy. ***Waiver of Subrogation in favor of the COMMISSION is required.***

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

- C. PROFESSIONAL LIABILITY INSURANCE: The Operator shall procure and maintain Professional Liability Insurance for claims arising from the negligent performance of services under this Operating Agreement, which shall be either Project specific coverage written with limits not less than \$10,000,000 per claim and \$10,000,000 in the aggregate. The Professional Liability Insurance requirement can be met through a separate policy specific to this Project or by adding Project Specific coverage to the Operator firm’s master insurance policy. The Professional Liability Insurance shall contain coverage sufficient to cover all Services performed by the Operator for this Project. These requirements shall be continued in effect for the entire term of the Operating Agreement plus five (5) years following final payment to the Operator. In the event The Operator is required to change carriers during the Project or for the required years after the Project, the Operator must notify the Owner immediately and procure coverage that includes all prior acts for the Project’s full scope of Work. The deductible or retention shall be paid by the Operator. The Commission shall not be included as an Additional Insured on this policy.

- D. UMBRELLA/EXCESS LIABILITY INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies. In addition to primary policy limits, Operator shall procure and maintain Umbrella or Excess Insurance limits of no less than \$10,000,000. ***Waiver of Subrogation in favor of the COMMISSION is required.***
- E. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: with a combined single limit for bodily injury and property damage of not less than \$1,000,000 with respect to owned, leased, hired, and non-owned vehicles assigned to or used in performance of this Operating Agreement.
- F. CYBER LIABILITY: for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information on an "occurrence" basis with a combined single limit per occurrence of \$1,000,000.
- G. AIRCRAFT/WATERCRAFT LIABILITY INSURANCE: If Operator or any of its Subcontractors or agents will operate aircraft or watercraft in the scope of the Work, a policy of aircraft and watercraft insurance shall be provided on a standard form providing coverage for bodily injury (including death) and property damage for aircraft and watercraft applicable to all owned, non-owned and hired aircraft and watercraft. Minimum Limits: US \$5,000,000 combined single limit per occurrence. If Operator or any of its Subcontractors or agents will operate an Unmanned Aerial Vehicle ("UAV"), a policy of UAV insurance shall be provided on a standard form providing coverage for bodily injury (including death) and property damage on an "occurrence" basis with a combined single limit per occurrence of \$1,000,000. This coverage may also be provided by endorsement to a Commercial General Liability policy.
- H. ADDITIONAL INSURED ENDORSEMENT: The General Liability Insurance and Automobile Liability Insurance policies shall include the COMMISSION as an Additional Insured. The General Liability Insurance policy shall include standard ISO endorsements CG 20 26 07 04 and CG 20 37 07 04 or their ISO/non-ISO equivalents. The Operator's insurance shall be primary to that of the COMMISSION and noncontributory to any other insurance or similar coverage available to the COMMISSION whether the other available coverage is primary, contributing or excess. Any certificates of insurance furnished in accordance with this Operating Agreement shall specify the Commission and its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents and employees have been added as additional insured as required under the Operating Agreement.
- I. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The Worker's Compensation & Employer's Liability Insurance, General Liability Insurance, Professional Liability Insurance, Umbrella/Excess Insurance and Contractual Liability Insurance policies shall be endorsed to provide the COMMISSION with no less than thirty (30) days Advance Written Notice of Cancellation or Nonrenewal. ***Written notifications shall be sent to: Cedar Rapids Airport Commission, Airport Director, 2121 Arthur Collins Pkwy SW, Ste 10, Cedar Rapids, IA 52404.***

- J. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Operator hereby releases the COMMISSION, including its appointed officials, employees, volunteers and others working on its behalf, from and against any and all liability or responsibility to the Operator or anyone claiming through or under the Operator by way of subrogation or otherwise, for any loss without regard to the fault of the COMMISSION or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Operating Agreement. The Operator's Workers Compensation Insurance and General Liability Insurance policies shall contain either a policy provision or endorsement affirming the above stated release in favor of the COMMISSION including its appointed officials, employees and volunteers, and others working on its behalf.
- K. PROOF OF INSURANCE: The Operator shall provide to the COMMISSION Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through F above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Operating Agreement under "Description of Operations/Locations/Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. ***Mail Certificates of Insurance to: Cedar Rapids Airport Commission, Airport Director, 2121 Arthur Collins Pkwy SW, Ste 10, Cedar Rapids, IA 52404.***
- L. AGENTS, SUBCONSULTANTS AND SUBCONTRACTORS: The Operator shall require that any of its agents, subconsultants and subcontractors who perform work and/or services on behalf of the Operator purchase and maintain the types of insurance customary for the services being provided.
- M. OCCURRENCE VS. CLAIMS-MADE. All policies must be written on an occurrence basis with exception of professional liability, which can be written on a claims-made basis. If the professional liability coverage is written on a claims-made basis, Operator warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Operating Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years following the expiration or termination of this Operating Agreement.

### 3. INDEMNIFICATION REQUIREMENTS

For purposes of this Section 3, the term "COMMISSION" means the Cedar Rapids Airport Commission and its appointed officials, agents, employees, volunteers, and others working on its behalf. For other than professional services rendered, to the fullest extent permitted by law, Operator agrees to defend, pay on behalf of, indemnify, and hold harmless the COMMISSION against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the COMMISSION by reason of any injury or loss including, but not limited to, personal injury bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Operator's work or services under this Operating Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of Operator, except to the extent caused by or resulting from the negligence of the COMMISSION.

For professional services rendered, to the fullest extent permitted by law, Operator agrees to defend, pay on behalf of, indemnify, and hold harmless the COMMISSION against any and all

claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs and economic damages that may be asserted or claimed against, recovered from or suffered by the COMMISSION to the extent caused by any negligent act, error or omission of the Operator including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of Operator, except to the extent caused by or resulting from the negligent act or omission of the COMMISSION.

Operator's obligation to indemnify the COMMISSION contained in this Operating Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The COMMISSION shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Operator to the extent caused by Operator's work or services under this Operating Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of Operator, except arising out of or in any way connected with the sole negligence of the COMMISSION.

Operator expressly assumes responsibility for any and all damage caused to COMMISSION property to the extent caused by Operator's work or services under this Operating Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of Operator.

Operator shall ensure that its activities on COMMISSION property will be performed and supervised by adequately trained and qualified personnel and Operator will observe all applicable safety rules.

**ATTACHMENT 3  
INSURANCE CERTIFICATION**

**Certification of Ability to Obtain Required Insurance Coverage**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Attachment 2, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful Operator of the RFQ to which my client has responded:

Legal Name of Operator:

\_\_\_\_\_

Name/Address/Phone/FAX # of Insurance Agency:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name of Agent/Broker (Print):

\_\_\_\_\_

Signature of Agent/Broker:

\_\_\_\_\_

Date of Signature: \_\_\_\_\_

Signature of Notary Public:

\_\_\_\_\_

State Seal of Notary Public:

**EXHIBIT A  
LEASEHOLD PROPERTY**



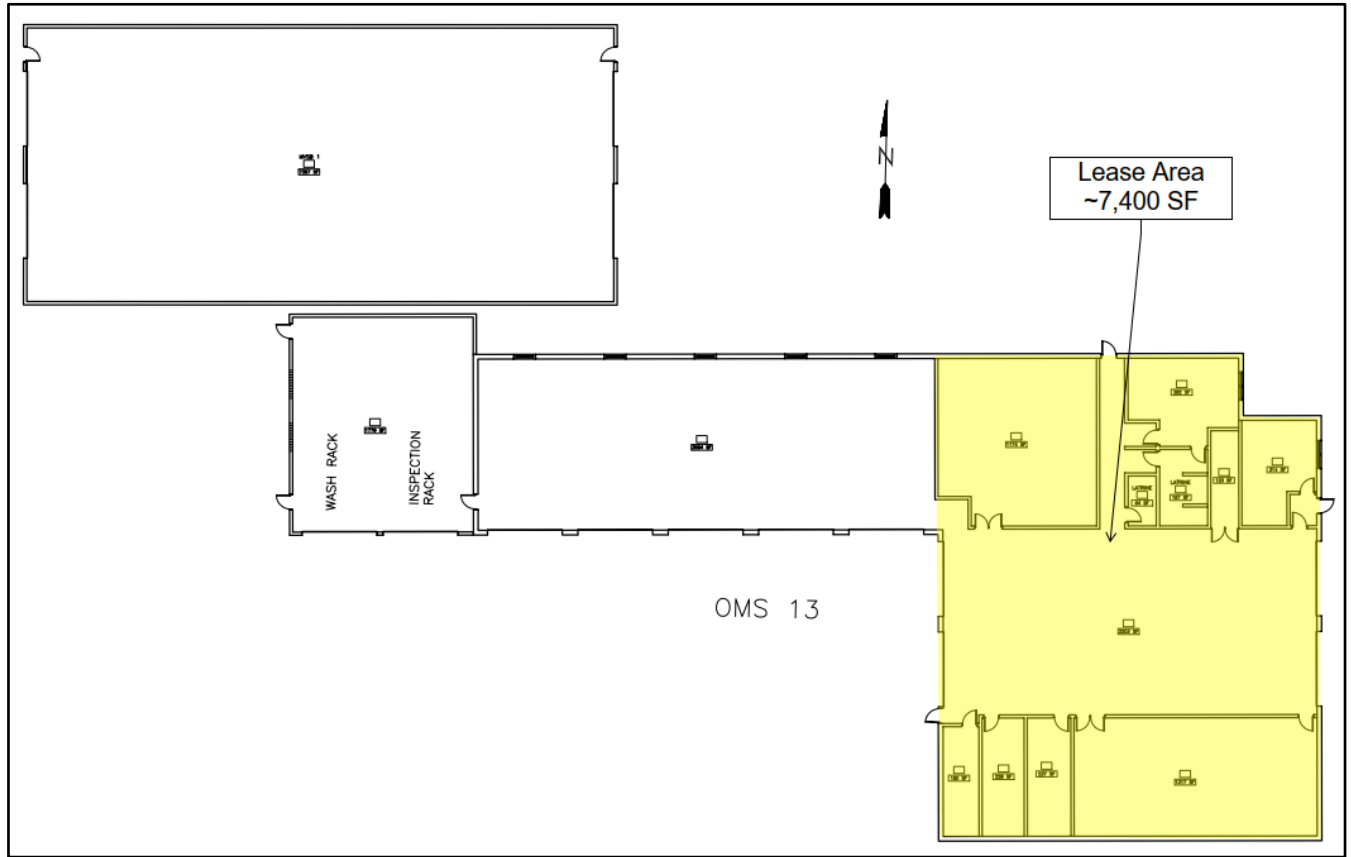
**Figure 1:** Map of Leasehold Property



**Figure 2:** Map of Leasehold Property (Facility)



**Figure 3:** Map of Leasehold Property (Facility)



**Figure 3:** Floorplan of Leasehold Property (Facility)

**Lease Terms:**

Building Rental Rate	\$4.50 per square foot
Square Footage	7,400 SF
Annual Rent	\$33,300/year
Monthly Rent	\$2,775/month
Annual Rent Escalator	Rent increase annually at CPI rate, no more than 4%
Utilities	Proportional share of water/sewer, gas & electric; Paid separately

**EXHIBIT B  
FORM OF LEASEHOLD AGREEMENT**

[see attached Form of Leasehold Agreement on following pages]

*EASTERN IOWA AIRPORT*



**LEASEHOLD AGREEMENT**

**BY AND BETWEEN**

**CEDAR RAPIDS AIRPORT COMMISSION**

**AND**

---

**DATE**

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## LEASEHOLD AGREEMENT

THIS LEASEHOLD AGREEMENT ("Lease"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CEDAR RAPIDS AIRPORT COMMISSION**, a duly constituted Commission under the laws of the State of Iowa hereinafter referred to as the "Commission", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to do business in Iowa, hereinafter referred to as "Tenant":

### Recitals

WHEREAS, the Commission desires to lease to Tenant space in a building commonly known as the "Former National Guard Building" located within The Eastern Iowa Airport ("Airport") with a local address of 10400 18<sup>th</sup> Street SW, Cedar Rapids, Linn County, Iowa, in which Tenant desires to occupy a portion of the building;

IT IS HEREBY AGREED BY AND BETWEEN THE COMMISSION AND TENANT AS FOLLOWS:

In consideration of the rentals, fees and charges to be paid and in consideration of the covenants herein contained, the Commission does hereby lease to Tenant those certain real property within the Airport, as shown on Exhibit A, attached hereto and made a part hereof (the "Demised Premises") pursuant to the following terms and conditions:

#### **1. DEMISED PREMISES**

The Demised Premises is the building commonly known as the North Building (vehicle maintenance building) at 10400 18<sup>th</sup> Street SW, Cedar Rapids, Linn County, Iowa. The Demised Premises include the heating, ventilating, and air conditioning systems; the mechanical, electrical (110 VAC), and plumbing systems (potable coldwater, hot water heater, and sewer); and the hard surfaced parking area that is east of the building, all serving the Demised Premises.

#### **2. USE OF DEMISED PREMISES**

- A. Tenant agrees its use and occupancy of the Demised Premises shall be for all purposes reasonably related to Tenant's daily operations including but not limited to deicing operations.
- B. Tenant shall limit its use of the hard surfaced parking area to vehicle, equipment, or machinery parking. Tenant shall not use said parking lot for storage of materials, supplies, or inventory.
- C. Tenant further agrees that it will not use, nor permit the Demised Premises to be used, for any unlawful purpose, for any purpose that would unreasonably cause an increase in the rate of insurance on said Demised Premises, nor for any purpose which would disturb nearby properties or other tenants of Commission.
- D. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right to Tenant within the meaning of Section 308 of the Federal Aviation Act. Further, nothing in this

paragraph shall be construed per se to allow Tenant to conduct any exclusive aeronautical or transportation activities.

- E. Tenant agrees to operate the Demised Premises leased for the use and benefit of the public.
  - 1. To furnish good, prompt, and efficient services adequate to meet all the demands for its service at the Airport.
  - 2. To furnish said service on a fair, equal, and non-discriminatory basis to all users thereof; and
  - 3. To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service, provided that the Tenant may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

**3. LEASE TERM**

The term of this Lease and the payment of rental by Tenant hereunder shall commence as of \_\_\_\_\_. The original term shall extend and continue for a period of \_\_\_\_\_ from and after the commencement date and shall terminate on \_\_\_\_\_; unless said term shall be sooner terminated as hereinafter provided. Tenant may occupy and use the Demised Premises from and after the date hereof.

**4. OPTION TO RENEW**

Tenant shall have an option to renew this Lease upon the same terms and provisions herein, for \_\_\_\_\_ successive renewal terms of one (1) year each, commencing at the expiration date of the initial term and/or renewal term hereof. Tenant shall exercise the aforesaid option by providing the Commission written notice to that effect no later than ninety (90) days prior to the expiration date of each renewal term, as the case may be.

**5. RENTS, FEES AND CHARGES**

A. The rents, fees, and other charges due hereunder, will commence on \_\_\_\_\_, and will continue throughout the term of the Agreement and any renewal terms, unless this Agreement is terminated as provided herein. The total annual building rent for the Demised Premises is the sum of Thirty-Three Thousand Three Hundred Dollars and 00/100 (\$33,300.00) per annum computed at a rate of Four Dollars and Fifty cents (\$4.50) per square foot per year, due in equal monthly installments of Two Thousand Seven Hundred Seventy-Five and 00/100 (\$2,775.00) each to be paid in advance on or before the first day of the month, without demand. If the commencement date occurs on a day other than the first day of a calendar month then the base rent for the fraction of the month starting with the commencement date will be paid on the commencement date, prorated on the basis of a 30-day month.

B. On July 1, 2026 and continuing on the first day of each July thereafter during the term of the Lease, the rent payable by Tenant hereunder shall be increased by the lesser of the following: (i) four percent (4%) of the Rent currently in effect on the day prior to each such first day of July ("**Current Rent**"); or (ii) the percentage of increase, if any, in the cost of the Consumer Price Index, All Urban Consumers, Base Period: 1982-84=100, published by the US Department of Labor (or such standard or successor index as Commission may deem appropriate, upon consultation with Tenant)

measured from January 1st to December 31st of the immediately preceding year (which lesser percentage shall be referred to in this Lease as the “**Percentage Increase**”). The Percentage increase shall be multiplied by the Current Rent and the resulting sum shall be payable by Tenant in equal monthly installments, commencing July 1st of each year for the ensuing calendar year of the Lease. At no time will the rent be reduced from the amount in effect immediately prior to the adjustment. Adjustments to the rent shall apply without the necessity of formal amendment of this Agreement.

- C. The rental payable by Tenant to the Commission hereunder shall be paid at the office of the Airport Director, The Eastern Iowa Airport, 2121 Arthur Collins Parkway SW - Suite 10, Cedar Rapids, Iowa 52404, or to such other address as may be designated by Commission by written notice to Tenant. Tenant shall pay each monthly installment of Rent in advance on the first day of each month during the term of this Lease in the immediately preceding Lease year.
- D. In the event Tenant fails to pay the rent or any additional fees or charges required to be paid under the provisions of this lease and that failure continues for more than then (10) days after the date on which Commission gives Tenant written notice of the delinquency, then interest at one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) until the same are paid. Implementation of this provision shall not preclude the Commission from terminating this Lease for default in the payment of rentals, fees or charges, or from enforcing any other provisions contained herein.

## 6. **SECURITY DEPOSIT**

If at any time during the term of this Lease, Tenant fails, on two (2) consecutive occasions in one (1) calendar year, to make payments in accordance with the payment provisions of this Lease, Commission may require Tenant to provide a security deposit in the amount of two (2) months rent. The form of this security deposit may be in the form of credit or a cash deposit, as agreed upon by the two (2) parties. In no event shall the Commission be obligated to apply the deposit on rents or other charges in arrears or on damages for failure to perform the terms and conditions of this Lease by Tenant. Application of the security deposit sum to the arrears of rental payments or damages shall be at the option of Commission, and the right of possession of the Demised Premises by Commission for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to Tenant when this Lease is terminated, according to the terms of this Lease, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Commission by reason of any breach of the terms and conditions of this Lease by Tenant. In no event is the security to be returned until Tenant has vacated the Demised Premises and delivered possession of the leased Demised Premises. The security deposit will draw no interest. In the event that Commission may apply the security on all damages suffered to the date of repossession and may retain the balance of the security to apply on damages that may accrue or be suffered of thereafter by reason of the default or breach of Tenant. Commission shall not be obligated to hold the security in a separate fund, and may mix the security with other funds of the Commission.

**7. SERVICE, UTILITIES AND TAXES**

- A. Tenant is to pay the full costs and expense associated with the usage of all utilities related to its use of the Demised Premises. Since said utilities are not separately metered, Tenant agrees to pay a proportionate of the total building space charges based upon the square footage space leased by Tenant as compared to the total square footage space as herein described and as shown on the attached Exhibit B. Tenant agrees to pay the following prorated utility charges for said Demised Premises: (i.) Alliant Energy meter number 77551154, Tenant shall pay \_\_\_\_% of the total electricity charges for said meter; (ii.) MidAmerican Energy natural gas meter number 1502817, Tenant shall pay \_\_\_\_% of the total natural gas charges for said meter; and (iii.) Cedar Rapids Municipal Utilities water meter number 60845027, Tenant shall pay 28% water and sewer charges for said meter. The utility charges shall be invoiced by the Commission to Tenant on a monthly basis. Tenant shall have the right to examine and audit all charges submitted.
- B. Should Tenant require utilities beyond what are currently provided at the Demised Premises, Tenant agrees to pay the full cost and expense associated with the installation, metering, and usage of all utilities related to its use of the Demised Premises and to comply with all applicable code provisions required by Linn County, City of Cedar Rapids or Commission for maintaining such services. Tenant will procure, or cause to be procured, without cost to Commission, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Demised Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any of the services to and upon the Demised Premises. Commission, upon request of Tenant, and at the sole expense of and liability of Tenant will join with Tenant in any application required for obtaining or continuing any of these services.
- C. Tenant will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible, and ad valorem taxes of any kind, against Demised Premises, the real property and any improvements thereto or leasehold estate created herein, or which result from Tenant's occupancy or use of the Demised Premises or assessed on any payments made by Tenant hereunder, whether levied against Tenant or Commission. Tenant will also pay any other taxes, fees, or assessments against the Demised Premises or leasehold estate created herein. Tenant will pay the taxes, fees, or assessments reflected in a notice Tenant receives from the Commission within thirty (30) days after Tenant's receipt of that notice or within the time period prescribed in tax bill. Commission will attempt to cause taxing authority to send the applicable tax bills directly to Tenant and Tenant will remit payment directly to the taxing authority, in such instance. Tenant may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to Commission of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any improvements thereon or a direct liability on the part of Commission.

**8. NON-DISCRIMINATION**

Tenant, their agents, and employees shall comply with the civil rights non-discrimination requirements contained in Exhibit C, attached hereto and made a part hereof.

**9. AFFIRMATIVE ACTION**

- A. A. Tenant assures that it will undertake an affirmative action program, as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded, on these grounds, from participating in or receiving the services of any program or activity covered by this subpart.
- B. The Tenant agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR, Part 152, Subpart E, as part of the affirmative action program or by any Federal, state or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. The Tenant agrees that state or local affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409.

**10. CONDITION OF DEMISED PREMISES**

Tenant has examined and knows the condition of the Demised Premises, has received the same "as is", and acknowledges that no representations as to the condition thereof have been made by the Commission, prior to or at the execution of this Lease. The Commission shall be responsible to ensure that all heat, air conditioning, and electricity are in workable condition prior to or in conjunction with Tenant's occupancy date. Following Tenant's occupation of the Demised Premises, the Commission shall not be liable for damages or loss suffered by Tenant's business, or for injuries to persons or property occasioned by bursting, overflowing, or leaking of water, sewer or steam pipes, or from heating, air conditioning, or plumbing fixtures, or from electric wires, or from water leaks of any kind.

**11. ENVIRONMENTAL MATTERS**

- A. Tenant shall comply with all Federal, State, and local environmental, safety, or health laws and ordinances and rules of common law, including but not limited to, the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. 651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. 1081 et seq.), the Resource Conservation and recovery Act (42 U.S.C. 6091 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), the Safe Drinking Water Act (42 U.S.C. 300f-300j), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as any of the foregoing may hereafter be amended, any rule or regulation pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit, or permit condition, order or directive addressing environmental, health or safety issues of or by the Federal government, or any state or other political subdivision thereof, or any agency, court or body of the Federal government, or any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions.
- B. Tenant will not cause or permit any hazardous materials to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Demised Premises, or transported to and from the Demised Premises, by Tenant its

agents, employees, contractors, invitees or third party in violation of the above environmental laws.

- C. In the event of any product spills or other environmental discharge, damage, or impairment caused by or arising directly from the Tenant's negligent act or omission or from Tenant's exercise of any of its rights granted hereunder, Tenant shall without delay undertake all reasonable steps to initiate corrective action consistent with prevailing Airport, local, state, and Federal regulations. Tenant will be responsible for all costs and expenses of such reasonable correction action.
- D. Notwithstanding any other provisions or terms of this Agreement, Tenant acknowledges that certain properties within the Airport, or on Commission owned land, are subject to stormwater rules and regulations. Tenant agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Demised Premises.
- E. Tenant may be required to submit a separate Notice of Intent to use the State of Iowa Department of Natural Resources (IDNR) General Permit for Stormwater Discharges Associated with the Demised Premises. Commission and Tenant both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. Tenant acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled or otherwise used by Tenant by implementing and maintaining "best management practices" (as such term may be defined in applicable stormwater rules and regulations).
- F. Tenant will be knowledgeable of any stormwater discharge permit requirements applicable to Tenant and with which Tenant will be obligated to comply. If required, the submittal of Notice of Intent will be made by Tenant to the IDNR; a copy will be submitted to Commission. Tenant may also be required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan (SWPPP) or similar plans; implementation of best management practices; and maintenance and submittal of necessary records. In complying with such requirements, Tenant will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit, if such permit is required. Tenant agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Demised Premises, and Tenant agrees that it will hold harmless and indemnify Commission for any violations or non-compliance with any such permit requirement.
- G. Tenant agrees to defend, indemnify, and hold harmless the Commission, its agents, officer and employees from and against any and all claim, liability, damages (including fines and penalties), injunctive relief, injuries to person, property or natural resources, cost, expense, action or cause of action, arising as a result of action or inaction by the Tenant, its employees, agents, or contractors in connection with any violation of the above environmental statutes referenced in this Section.

## **12. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

- A. Tenant shall not make any alterations, additions or improvements, or engage in any construction on the Demised Premises, without the prior written consent of the Commission. Tenant further agrees that any alterations, additions and improvements made to the Demised Premises during the term of hereof, with the Commission's consent, shall not be removed, and shall remain on said Demised Premises, upon the expiration of the term hereof.
- B. Tenant agrees not to make any contract for construction, repair, or improvement to the Lease Premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against the above-described land and/or the building or improvements at any time located thereon. All persons furnishing any work, labor, materials, as well as all other person whatsoever, shall be bound by this provision and by the notice thereof from and after the date of this Leases, and notice is hereby given that no mechanics' liens, materialmen's liens, or any other encumbrance made by or obtained against Tenant, or it interest in the premise and/or the building or improvements there on shall in all manner or degree affect the title or interest of Commission in the land and/or the building or improvements thereon.

**13. REPAIR AND MAINTENANCE OF DEMISED PREMISES**

- A. Tenant shall keep and maintain the Demised Premises in good order and repair throughout the term of this Lease, and shall make all necessary repairs thereto, including, without limitation, all non-structural repairs, including, without limitation repairs to fixtures, HVAC (Heating, Ventilation and Air Conditioning) units, facilities including utilities and equipment; and further shall replace all broken glass with glass of the same size and quality as that broken. In the event Tenant fails to undertake the repairs required hereunder, the Commission in addition to the other remedies provided herein, shall have the right to make such repairs, at Tenant's cost and expense. Tenant shall keep the Demised Premises and improvements in a clean and healthful condition according to all applicable governmental statutes, rules, ordinances and regulations, the Commission's rules and regulations, and any direction of duly authorized public officers during the term of this Lease, all at Tenant's cost and expense. Upon the termination of this Lease or any renewals thereof, in any way, Tenant shall yield up the Demised Premises to the Commission in good order and repair, loss by fire, and ordinary wear and tear accepted, and will deliver the keys to said Demised Premises to the Commission at its offices described above.
- B. Commission shall be responsible for major repairs to the building structure, roof, foundation, and load bearing and exterior walls. Tenant shall be responsible for routine maintenance and minor repairs to said items not to exceed Two (2) Thousand and 00/100 Dollars (\$2,000.00) per each repair.

**14. RULES AND REGULATIONS**

Tenant hereby agrees to comply with (i) the Commission's Rules and Regulations for The Eastern Iowa Airport, on file in the offices of the Airport Director of The Eastern Iowa Airport, and made a part hereof, as such regulations may be amended from time to time by the Commission in its sole discretion or by the Airport Director as he or she may be authorized, and (ii) the Commission's Leasing Standards and Requirements for The Eastern Iowa Airport, also on file in the offices of the Airport Director, and made part hereof, as said Standards and Requirements may be amended from time to time by the

Commission in its sole discretion. Tenant also shall comply with any and all applicable governmental statutes, rules, orders, and regulations.

**15. SIGNS**

Tenant agrees that it will not allow any signs, cards, or placards to be posted or placed on the Demised Premises except signs identifying Tenant and its business and the use of said Demised Premises appropriate for the conduct of Tenant's business approved by the Airport Director through the Commission, and shall be in conformance with Ordinances of the City of Cedar Rapids, Iowa and shall not extend above or beyond the extension of the walls and ceilings of the Demised Premises. Upon expiration of this Lease, Tenant shall remove all signs and/or advertising at the direction of the Commission.

**16. FLAMMABLE MATERIALS**

There shall not be allowed, kept, or used on the Demised Premises any flammable or explosive liquids or materials except such as may be necessary for use in the business of Tenant, in which event any such substances shall be delivered in amount, and stored and used, as approved by the Commission in accordance with the rules of the Cedar Rapids Fire Marshal and all other applicable statutes, ordinances, rules, and regulations in force and effect during the term of this Lease.

**17. ASSIGNMENT & LEASEHOLD IMPROVEMENT**

Tenant shall not assign this Lease, nor sublet the Demised Premise, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations thereon, or additions thereto without written consent of the Commission. It is further understood and agreed that the Commission is in no way responsible to reimburse Tenant for its investment in leasehold improvements, structures, fixtures, and equipment on the Demised Premises. Tenant further agrees that upon the expiration of this Lease, Tenant shall not remove any and all structures and fixtures. Tenant agrees to deliver up the Demised Premises to the Commission peaceably, quietly and in good order and condition, reasonable wear and tear accepted.

**18. DISCHARGE OF LIENS**

In the event of the filing of any mechanic's lien or materialmen's lien or liens, or any other charge whatsoever against the Demised Premises or any improvement thereof during the term of this Lease, (or any extension thereof), Tenant immediately shall take all necessary steps to secure the release of same. In the event Tenant fails to take reasonable steps to secure the release of any such liens or charges, the Commission upon ten (10) days' prior written notice to Tenant, shall have the right and privilege of taking the necessary steps, including payment, to secure the release of any such lien or charge, and any amount so paid by the Commission including reasonable expense and costs (including attorney's fees), shall be added to the rental due hereunder from Tenant to the Commission and shall be paid by Tenant to the Commission immediately upon receipt by Tenant from the Commission of any itemized statement thereof.

**19. INDEMNIFICATION**

Tenant hereby covenants and agrees to defend, indemnify, and hold the Commission harmless from and against any and all loss, damage, actions, lawsuits, claims, cost and expense (including attorneys' fees), as a result of personal injury, death, property damage,

penalties, fines, and the like, arising in any way from Tenant's occupancy and use of the Demised Premises.

**20. INSURANCE REQUIREMENTS**

- A. Tenant agrees to secure and maintain in force and effect Workers Compensation Insurance as required by the State of Iowa; a policy of commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury to or death of any persons or property damage, insuring Tenant against Liability arising from Tenant's use, occupancy or maintenance of the Demised Premises and appurtenant areas and providing contractual liability coverage for the indemnities Tenant makes in this Agreement; and a policy of business automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury to or death of any persons or property damage, covering all owned, hired, and non-owned vehicles. Additionally, Tenant shall maintain in force all risk property insurance covering personal property Tenant places upon or installs within the Demised Premises in an amount equal to the replacement cost of that personal property.
- B. Tenant shall assume all risks for loss of or damage to the contents and materials stored in or on the Demised Premises and the Tenant may maintain such insurance to protect against loss or damage to the contents and materials. All such insurance policies shall name the Cedar Rapids Airport Commission, its employees, and agents as an additional insured, and shall be non-cancelable except upon thirty (30) days' prior written notice to the Commission. Said insurance policy or policies providing such coverage, as well as the insurers providing same, shall be subject to the prior review and approval of the Commission.
- C. Tenant shall secure and deliver to the Commission appropriate insurance certificates showing evidence of the coverage as required hereunder. The said insurance policies shall contain a clause or endorsement, and noted on such certificates that the insurance carrier(s) waives all rights of subrogation against the Commission. The Commission and its officers and employees, and the City of Cedar Rapids, Iowa and its officers and employees shall be listed as additional insureds on all certificates except for workers compensation. All insurance certificates are subject to review and approval by the Commission's attorney.

**21. ACCESS TO DEMISED PREMISES**

Tenant agrees to allow the Commission's Airport Director, or other duly authorized representative or agents of the Commission access at all reasonable times to the Demised Premises for the purpose of examining or inspecting same. The Commission reserves the right to recover from the Tenant any and all penalties and/or fines for security violations that relate to TSR 1542 levied against the Commission by the TSA as a direct result of action(s) or infraction(s) perpetrated by the Tenant.

**22. SURRENDER-DAMAGES**

Tenant, at the termination of this Lease by lapse of time or otherwise, will yield up immediate possession of the Demised Premises to the Commission, and failing so to do Tenant shall be deemed a tenant at sufferance during the period of such use and shall pay all applicable rates for building rental, utility fees, and charges established by the Commission; provided that the provisions of this clause shall not be deemed a waiver by

the Commission of any right of re-entry as herein provided, nor shall the receipt of said rent, or any part thereof, or any other act in apparent affirmation of tenancy, by the Commission, operate as waiver of any right or remedy available to the Commission hereunder for a breach of any of the covenants herein contained. Upon the expiration of the term hereof, Tenant, also shall remove its personal property and equipment from the Demised Premises, and Tenant shall be liable and pay for any damage caused to the Demised Premises, or any other property of the Commission, as a result of such removal.

**23. DEFAULT-TERMINATION**

- A. In the event of default by Tenant, in the payment of the rental herein provided for on the day the same becomes due or payable, and such default continues for ten (10) days, or in the event of any default by Tenant with respect to any other covenant or obligation of Tenant hereunder, then in any or either of such events, the Commission at its election, at or after the expiration of ten (10) days' previous notice in writing, may declare a forfeiture and termination of this Lease, and at that time all rent due or to become due under then existing term of this Lease shall become immediately due and payable. In addition, the Commission may re-enter said Demised Premises, with or without process of law and, if necessary, remove Tenant or any persons occupying said Demised Premises under Tenant, without prejudice to any remedies which might otherwise be used for arrears of rent. Tenant hereby waives any demand for possession of the Demised Premises and any structure or improvement then situated thereon, and agrees that upon termination at such election of the Commission, Tenant will surrender and deliver the Demised Premises immediately.
- B. If, due to the actions or policies of the Commission, its successors or assigns, Tenant's use of the Demised Premises as described and authorized in Section 2 hereinabove, shall be prevented or suspended for a period of more than thirty (30) consecutive days, Tenant, at its option, upon the expiration of ten (10) days' previous notice in writing to the Commission, may declare the term hereof or any extension thereof ended, and Tenant shall no longer be responsible for rental accruing after said termination.
- C. The Commission further shall have the right to immediately terminate this Agreement in the event of the occurrence of any of the following: insolvency of Tenant, liquidation or dissolution of Tenant; the institution of a voluntary or involuntary bankruptcy proceeding by or against Tenant; assignment by Tenant for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of Tenant.

**24. DESTRUCTION OF DEMISED PREMISES**

In the event that the Demised Premises or the improvements located thereon shall be destroyed in whole or in substantial part by fire, or other casualty, Tenant, at its option, may terminate this Lease or, at its cost and expense, may repair or reconstruct said Demised Premises or improvements within ninety (90) days. In the event that the Demised Premises or improvements are wholly destroyed, and the Commission elects to repair same, the rental hereunder shall abate during the period of said repair. In the event that same are destroyed in substantial part, and the Commission elects to repair same, the rental hereunder shall continue to be paid, pro-rata, during the period of said repair, based upon that portion of the Demised Premises which remain tenantable.

**25. AIRPORT DEVELOPMENT**

The Commission reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant, and without interference or hindrance.

**26. ATTORNEY FEES**

Tenant agrees to pay the cost of collection and attorney's fees on any part of said rental that may be collected by suit or by attorney, after the same is thirty (30) days past due. Tenant also agrees to pay any attorney's fees necessitated by the enforcement of any provision herein contained.

**27. PRIVATE MAINTENANCE AND SERVICE**

It is specifically understood and agreed that nothing herein contained shall be construed as prohibiting any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees, (including, but not limited to, maintenance and repair) that it may choose to perform.

**28. AUTHORIZATION**

The entering into and execution of this Lease has been duly authorized and approved by Tenant's Board of Directors, and the person executing this Lease on behalf of Tenant has been duly authorized to do so.

**29. GOVERNING LAW**

This Agreement shall be governed by and interpreted according to the laws of the State of Iowa.

**30. BINDING EFFECT**

This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their successors and assigns.

**31. REMEDIES CUMULATIVE-NO WAIVER**

The rights and remedies granted to the Commission hereunder shall be deemed to be cumulative and non-exclusive. The failure by the Commission at any time to assert any such right or remedy shall not be deemed to be a waiver, and shall not preclude the assertion of such right or remedy at a later date.

**32. NOTICE TO PARTIES**

A. It is understood and agreed between the parties hereto that written notice mailed or delivered to Tenant shall constitute sufficient notice to Tenant and written notice mailed or delivered to the Commission shall constitute sufficient notice to the Commission and comply with the terms of this Lease. Notices shall be sent to the parties as follows:

To the Commission at:  
Cedar Rapids Airport Commission  
ATTN: Airport Director  
2121 Arthur Collins Parkway SW - Suite 10  
Cedar Rapids, Iowa 52404-8952

To the Tenant at:  
COMPANY,  
ATTN:  
ADDRESS  
CITY, STATE \_ ZIP

- B. The Parties have designated the following points of contact to serve as the administration of this Lease:

For the Commission:  
Caleb Mason  
Director - Properties & Business Development  
[c.mason@flyCID.com](mailto:c.mason@flyCID.com)  
Office: (319) 731-5734  
Cell: (319) 804-8444

For the Tenant:  
NAME  
TITLE  
EMAIL  
PHONE  
CELL

**33. DOMINANT AGREEMENTS**

The parties hereto expressly understand that this Lease is subordinate and subject to all existing agreements between the Commission and the Federal Aviation Administration and the Transportation Security Administration, or between the Commission and the State of Iowa. During the time of war or national emergency the Commission shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended. Any executed lease shall be subordinate to the provisions of any existing or future Agreement between the Commission and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

**34. OBSTRUCTIONS**

Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the Demised Premises to such height as to comply with Federal Aviation Regulations, Part 77.

**35. CONDEMNATION**

- A. The Commission shall not cause or encourage the condemnation of the Demised Premises or the Property.
- B. If, at any time during the term of this Lease, title to the whole or substantially all of the Demised Premises shall be taken in condemnation proceedings or by any right of eminent domain, this Lease shall terminate and expire on the date of such taking and the fixed rental and other charges payable hereunder shall be apportioned and paid to the date of such taking. For purposes of this paragraph, "substantially all of the Demised Premises" shall be deemed to have been taken if the untaken portion of rent cannot be practically and economically used or converted for use by Tenant for the purpose permitted by this Lease.

**36. RELOCATION**

The Tenant agrees that any time during the term of this Lease that the Commission needs the property leased to the Tenant for other uses or purposes of the Commission, that the Tenant will move all its facilities from the location under this lease within 90 days' written notice as provided by the Commission pursuant to the notifications provided in this Lease, provided that the newly designated facilities are comparable in space and location to the facilities granted under this Lease, and, in addition, that all costs of relocation shall be borne by the Commission. If the Commission relocates the Tenant as provided in this Section 36, the Commission shall use its best efforts to conduct the relocation in a manner that is expeditious and that poses the least possible impact on the conduct of Tenant's business. At the time of any such relocation, Landlord and Tenant shall agree as to the rental rates that will govern the newly designated facilities.

**37. HEADINGS**

The section headings are included for reference purposes only, and shall not be employed to interpret or to construe this Agreement.

**38. SEVERABILITY**

In the event any provision of this Lease be determined to be unenforceable, such provision shall be considered separate and severable from the remaining provision of this Lease, which shall remain in force and be binding as though such unenforceable provision had not been included.

**39. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto, supersedes any and all prior written or oral agreements or understandings, and may be modified only by a written document executed by the parties hereto.

[end of Lease text, signature page follows]

WITNESS WHEREOF, the parties have caused this Lease to be executed by their appropriate officials, the day and year first above written.

**COMPANY**

**CEDAR RAPIDS AIRPORT COMMISSION**

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

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

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

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

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

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

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

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

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**EXHIBIT A  
DEMISED PREMISES**



**EXHIBIT B  
SAMPLE UTILITY COSTS**

**EXHIBIT C**  
**NON-DISCRIMINATION**

1. In all its activities within the scope of its airport program, Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant. This provision obligates Tenant for the period during which the property is used or possessed by Tenant and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
2. During the performance of this Lease, Tenant for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
  - A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - B. 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
  - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - F. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - G. The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - H. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
  - I. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).
3. Tenant, including personal representatives, successors in interest, and assigns, as a part of

the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the list of non-discrimination acts and authorities, as enumerated in the preceding subsection. In the event of breach of any of the above nondiscrimination covenants, the Commission will have the right to terminate this Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Lease had never been made or issued.

4. During the performance of this Lease, Tenant, for itself, its assignees, and successors in interest, agrees as follows:
  - A. **Compliance with Regulations:** The Tenant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  - B. **Nondiscrimination:** The Tenant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
  - C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Tenant of the contractor's obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  - D. **Information and Reports:** The Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Tenant is in the exclusive possession of another who fails or refuses to furnish the information, the Tenant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  - E. **Sanctions for Noncompliance:** In the event of a Tenant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - (i) Withholding payments to the Tenant under the contract until the Tenant complies; and/or
    - (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

- F. **Incorporation of Provisions:** The Tenant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Tenant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Tenant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.