WINDOW CLEANING REQUEST FOR PROPOSAL FOR DES MOINES AIRPORT AUTHORITY

Activity ID # 52310-01

APRIL 2015
WINDOW CLEANING
REQUEST FOR PROPOSAL

Des Moines Airport Authority
5800 Fleur Drive
Des Moines, Iowa
50321

Activity ID # 52310-01

All proposals are due on or before 2:00 p.m., local time, April 23, 2015, and must be irrevocable for 90 days from the RFP due date.

One original and four copies of the proposal must be submitted to:

Des Moines Airport Authority
Attn: Lorna Davros
5800 Fleur Drive
Suite #207
Des Moines, IA 50321
(515) 256-5100

There will be a pre bid conference and walk through of the Airport on April 14, 2015 at 1:30 p.m., local time, in the Airport Cloud Room, Room 227.

Requests for clarification regarding this RFP must be made to the facilities manager, Alan Whitlatch, at awwhitlatch@dsmairport.com, 515-256-5063 no later than 4:30 p.m., local time, April 16, 2015. Written answers to requests for clarification will be provided to all potential proposers no later than 4:30 p.m., local time, April 21, 2015.
WINDOW CLEANING
REQUEST FOR PROPOSALS

GENERAL RULES

DES MOINES INTERNATIONAL AIRPORT
DES MOINES, IOWA

Activity ID # 52310-01

Proposals are being requested to provide window cleaning services at the Des Moines International Airport. Proposals will be evaluated by the Airport management staff and a recommendation from Authority staff will be presented to the Des Moines Airport Authority Board.

1. Participants are encouraged to submit questions in advance to Alan Whitlatch, the airport facilities manager at awwhitlatch@dsmairport.com.

2. A written response to all inquiries in the form of an addendum will be forwarded to all participating proposers.

3. In all cases, only written communications are binding.

4. The Des Moines Airport Authority reserves the right to schedule proposer interviews at its discretion in order to fully evaluate competing proposals.

5. The Des Moines Airport Authority reserves the right to reject any and all proposals.

6. Late proposals will be returned unopened to the sender.

7. Failure to supply any information requested to accompany proposals is cause for rejection of the proposal as non-responsive. The Des Moines Airport Authority reserves the right to request additional information if clarification is needed and to reject any or all proposals.

8. Proposals may not be withdrawn for 90 days from the opening date to allow for a full evaluation and to make an award deemed in the best interests of the Des Moines Airport Authority.
# TABLE OF CONTENTS

1) Cover page                    page 01
2) General rules                 page 03
3) Table of contents             page 04
4) Schedule of Events            page 05
5) Preface                       page 06
6) Executive Summary             page 07
7) Insurance and Indemnification/Bond page 08
8) General scope of services     page 09
9) Scope of work                 page 11
10) Invoicing and payment procedures page 14
11) Security requirements        page 15
12) Required Submittals          page 17
13) Evaluation Criteria          page 18
14) RFP Response forms           page 19
15) Standard Provisions and Requirements for RFP page 25
16) Attachment number 1 Non-Collusion affidavit page 31
17) Attachment number 2 Insurance and indemnification requirements page 32
18) Attachment number 3 Certification regarding insurance and/or bond page 37
19) Attachment number 4 Performance bond page 38
20) Attachment number 5 Sample contract page 42
TENTATIVE SCHEDULE OF EVENTS

Issuance of Request for Proposals     April 2, 2015
Pre-Bid Conference (Mandatory) – 1:30PM Airport Cloud Room April 14, 2015
Tour of Buildings (Mandatory) - after pre bid conference April 14, 2015
Request for Clarifications Due 4:30 pm April 16, 2015
Response to Request for Clarifications Due 4:30 pm April 21, 2015
Proposal Due 2:00 pm April 23, 2015
Notification of Vendor May 5, 2015
Contract Signatures/Insurance Due May 8, 2015
Award by Airport Authority Board May 12, 2015
Contract Commencement June 1, 2015
PREFACE

This Request for Proposals (“RFP”) has been developed by the Des Moines Airport Authority (the “Authority”) to procure window cleaning services for the Des Moines International Airport (the “Airport”).

The RFP is designed to provide interested parties with sufficient information on the proposed project to enable submission of a proposal that will respond to the Des Moines Airport Authority’s expectations for the management of the entire window cleaning services operation at the Airport.

The Request for Proposals provides the instructions and forms for submission of a proposal and associated reference material.

The work performed by the Contractor must be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professionals in the same or similar type of work in the applicable profession.
EXECUTIVE SUMMARY

The Des Moines Airport Authority is seeking proposals for Window Cleaning Services at the Des Moines International Airport. The successful proposer shall submit a fee/wash and an estimated annual cost according to the schedule detailed in the scope of service to the Authority for the right to operate and manage the window cleaning services. The successful proposer must have the resources to provide quality window cleaning services that are reliable and cost efficient for the Authority. The window cleaning services contract will be awarded through a contract based on the RFP responses.

The contract will be for a three year period subject to renewal at the Authority’s option for two consecutive one-year periods. During the contract term, the Authority, upon providing 90 days prior written notice of intention to terminate, may at any time terminate the contract. The Authority standard form of contract will be used for this agreement, Attachment No. 5.

A mandatory proposers’ pre-submission conference will be held at the Des Moines International Airport at 1:30 p.m. on April 14, 2015, to address questions and issues from potential proposers. The proposers’ conference will be held in the Cloud Room, Room 227, at the Des Moines International Airport, 5800 Fleur Drive, Des Moines, IA 50321. The Cloud Room is located on the 2nd floor near the skywalk lobby.

One original and four copies of the proposal must be delivered no later than 2:00 p.m., April 23, 2015, to:

Des Moines Airport Authority
Engineering Department
5800 Fleur Drive
Suite 207
Des Moines, Iowa 50321
Attn. Lorna Davros
515-256-5100

Proposers wishing to receive subsequent addenda to this RFP, or submit requests for clarifications, should contact the Airport Authority via e-mail at lldavros@dsmairport.com no later than 3:00 p.m., April 16, 2015. Responses to requests for clarification will be submitted electronically via an addendum no later than 4:30 p.m., April 21, 2015.
INSURANCE AND INDEMNIFICATION

The Contractor shall purchase and maintain insurance in accordance with the insurance requirements set forth in Attachment 2 to protect the Contractor and the Des Moines Airport Authority throughout the duration of the contract. The Contractor shall not commit any act which could invalidate any policy of insurance. The Contractor shall defend, indemnify and hold harmless the Authority in accordance with the indemnification requirements set forth in Attachment 2. The Contractor will be subject to all terms and provisions set forth in Attachment 2.

The RFP response shall include certification of proposer’s insurance agent regarding proposer’s ability to obtain required insurance coverage set forth in Attachment 3.

Prior to beginning work at the Airport, Contractor shall provide certificates of insurance and endorsements showing that the Contractor has obtained the insurance required by the attachments to the RFP.

BOND

Prior to beginning work at the Airport, Contractor shall provide a performance bond in the form of Attachment 4 to the RFP for the penal sum of the first year’s annual fee for window cleaning services. The bond must be executed by a corporation authorized to contract as a surety in Iowa satisfactory to the Authority. Before the beginning of the second and each subsequent year throughout the term, Contractor shall provide a like performance bond for the penal sum of the following year’s annual fee.
GENERAL SCOPE OF SERVICES

The successful proposer will provide all professional services, skilled labor, materials, tools and equipment necessary to accomplish the cleaning of windows, and window frames at the Des Moines International Airport. Areas to include: the terminal and baggage claim 1st floor windows and frames, second floor windows and frames, the stem area windows and frames, All interior windows in security screening area, upper and lower concourse holding areas windows and frames, third floor windows and frames, fourth floor windows and frames, Parking ramp stair towers windows and frames, skywalk windows and frames, first and second floor lobby windows and frames, bus shelters windows and frames, cab stand windows and frames, general aviation building windows and frames, parking office bldg. windows and frames, U.S. Customs and Border Protection bldg. windows and frames, and the rental car service facility building exterior windows and frames. This shall occur on a regularly scheduled weekly, bi-weekly, monthly, quarterly and semiannual basis.

Contract Administration:

The Contractor will receive direction from the Airport Facilities Manager, or his or her designee.

The Contractor shall:

1. Perform and complete all work in a timely fashion.
2. Ensure that all work is done in accordance with industry standards.
3. Ensure that each window frame is cleaned as each window is cleaned.
4. Perform all window cleaning between the hours of 06:30 and 16:30, Monday through Friday, or as agreed to for individual cases by the Des Moines Airport Authority and the Contractor.
5. Check in and out at the beginning and end of each work day when working at the airport.
6. Provide and complete a standard form stating what work was performed each day the contractor works at the airport. This will be turned in while checking out at the end of each work day.
7. Be responsible for any damage to the building, windows, doors or roofs incurred by the contractor during the performance of this contract. Further, the successful bidder shall insure that when staging from roof tops all roofs shall be protected from damage.
8. Maintain the highest degree of security in compliance with the current airport security standards.
9. The airport requires that all contracted employees who will be assigned to perform services under this contract apply for and obtain an airport identification card. This will require the contractor’s employees to satisfactorily complete and submit the security application forms to the
Airport Authority, Operations Division, as well as submit to a Criminal History Records Check via fingerprint processing.

**Customer service representative:**

The successful bidder shall designate from their organization a customer service representative, from their administration, who can be contacted during the term of the contract regarding problems which may arise under the contract. Calls shall be made to the Des Moines International Airport Facilities Manager on a regular basis, minimum of once per month. The Des Moines International Airport Maintenance Department shall be notified in writing when a customer service representative changes.
SCOPE OF WORK

The following is representative of all areas that have window surfaces to clean. Window counts may not be accurate and must be verified by proposer.

**LOCATIONS:**

<table>
<thead>
<tr>
<th><strong>MAIN TERMINAL WEEKLY</strong></th>
<th>Fee/Wash</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>All first floor interior/exterior windows and frames including commuter ramp D-1, curb side baggage check-in. All terminal entry vestibules, doors, and revolvers on north, south &amp; east (front) of main terminal area, stairwell doors and windows, and baggage claim doors and vestibule areas. All exterior windows at baggage claim. All door light window sides and front lights and door window frames to be cleaned (205).</td>
<td>_________</td>
<td>__________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>MAIN TERMINAL 2nd FLOOR, QUARTERLY</strong></th>
<th>Fee/Wash</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>All 2nd floor exterior windows, (244)</td>
<td>_________</td>
<td>__________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>MAIN TERMINAL – ANNUALLY</strong></th>
<th>Fee/Wash</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>All 3rd floor windows interior/exterior. (13)</td>
<td>_________</td>
<td>__________</td>
</tr>
<tr>
<td>Inside of exterior windows. (321)</td>
<td>_________</td>
<td>__________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>AIRPORT SKYWALK ENTRY LOBBY-MONTHLY</strong></th>
<th>Fee/Wash</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main entryway glass both high and low interior/exterior. (91)</td>
<td>_________</td>
<td>__________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>UPPER WINDOWS ABOVE CAR RENTAL COUNTER IN BAGGAGE CLAIM -2X YEARLY (SEMI-ANNUALLY)</strong></th>
<th>Fee/Wash</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior /Extterior windows above Car Rental Counters at South end of Main Terminal. (36)</td>
<td>_________</td>
<td>__________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>LOADING DOCK-4 X YEARLY QUARTERLY</strong></th>
<th>Fee/Wash</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>All interior and exterior windows and doors. (4)</td>
<td>_________</td>
<td>__________</td>
</tr>
<tr>
<td>Service Description</td>
<td>Frequency</td>
<td>Fee/Wash</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td>SKY WALK MONTHLY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All interior sky walk glass (170)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARKING GARAGE MONTHLY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking garage stair towers #1, #2, and #3, elevators, and lobby door glass including all the inside glass on the first floor of all three stair towers. (103)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARKING RAMP OFFICE-4 X YEARLY QUARTERLY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All interior and exterior windows, including doors. (20)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 PARKING RAMP STAIR TOWERS – 2 X YEARLY (SEMI-ANNUALLY)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All inside panes (excluding elevator shafts). (900)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 PARKING RAMP ELEVATOR SHAFTS – 2 X YEARLY (SEMI-ANNUALLY).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All interior windows in the elevator shafts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SKYWALK AND PARKING RAMP STAIR TOWERS – QUARTERLY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All exterior windows on skywalk and five parking ramp stair towers. (1070)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUS SHELTERS, GUARD SHACKS, CAB STAND, GENERAL AVIATION BLDG. MONTHLY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All seventeen (17) shelters, windows and sills inside and out. (243)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONCOURSE: 2 X MONTHLY (BI-WEEKLY)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All upper level interior/exterior windows. (221)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONCOURSES-MONTHLY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ALL INTERIOR/EXTERIOR STEM WINDOWS
AND BOTH SIDES OF INTERIOR SECURITY SCREENING
GATES AND PARTITIONS. (104) _________  ___________

ALL INTERIOR/EXTERIOR WINDOWS GATE A-5 LOWER LEVEL
INCLUDE ROUND DOOR GLASS AND STAIRWELL GLASS. (23) _________  ___________

**Concourse – Quarterly:** Fee/Wash Annual Cost

ALL CONCOURSE LOWER LEVEL EXTERIOR WINDOWS. (21) _________  ___________

ALL UPPER AND LOWER LEVEL INTERIOR/EXTERIOR STAIRWELL WINDOWS AND DOORS. (15) _________  ___________

**Concourse – Annually** Fee/Wash Annual Cost

ALL UPPER LEVEL INSIDE PANES OF DOUBLE PANE WINDOWS SPLIT OPEN FOR INTERIOR WASHING. (422) _________  ___________

**Rental Car Service Facilities Building** Fee/Wash Annual Cost

**Quarterly**

ALL EXTERIOR WINDOWS. (200) _________  ___________

**Customs and Border Protection Building** Fee/Wash Annual Cost

**Quarterly**

ALL EXTERIOR WINDOWS (23) _________  ___________

**Total Annual Cost**
INVOICING AND PAYMENT PROCEDURES

Contractor shall not invoice for work not completed. All work completed must be recorded on a daily sign-off sheet to be turned in daily when checking in and out. All invoices must correspond to the daily sign-off sheet. Any amount invoiced that is not recorded on the daily sign-off sheet will not be paid. Ideally, the contractor will use a work order management system to set-up the window cleaning according to the window cleaning frequency defined in the scope of work. A copy or the work order would be used as the daily sign off sheet. The invoice would correspond to the daily sign off sheets for the billing period.
SECURITY REQUIREMENTS

The Contractor’s on-site personnel will be required to pass security badge testing and background requirements as determined by the Transportation Security Administration (TSA) and the Des Moines Airport Authority. All employees will require access to the Aircraft Operating Area (AOA) and the Security Identification Display Area (SIDA), as determined by Airport operations, and will be required to continuously display on their outermost garment an Airport-issued identification medium. The identification medium will not be granted unless the employee has attended and successfully completed an Airport-administered training program and successfully completed the required federal, state, and local background investigations.

Each employee must be of high moral character, high integrity, trustworthy, must not have been convicted of any crime that may disqualify him/her from obtaining Airport issued identification media, and must be able to successfully complete all required federal, state, and local background investigations.

Contractor shall be responsible for payment of all costs associated with the application and issuance of an airport security identification and access medium (ID) for each employee. Contractor shall be responsible, at time of ID application, for the following fees associated with each employee's application and ID issuance:

<table>
<thead>
<tr>
<th>Fee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ID medium issuance (non-refundable)</td>
<td>$ 25.00</td>
</tr>
<tr>
<td>Fingerprinting (non-refundable)</td>
<td>$ 20.00</td>
</tr>
<tr>
<td>Criminal history background investigation (non-refundable)</td>
<td>$ 33.00</td>
</tr>
<tr>
<td>Security threat assessment background check (non-refundable)</td>
<td>$11.00</td>
</tr>
<tr>
<td>Deposit (refunded if ID medium is returned)</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

Contractor will forfeit the airport ID deposit for each ID medium not returned to the Authority when the ID is no longer needed by the employee, when employment is terminated, at termination of this contract, or upon request of the Airport Director. Contractor shall be responsible for the non-refundable costs associated with issuance of a new ID medium for each ID medium that is lost, stolen, or otherwise unaccounted for and pay a deposit for a new ID issued.

Contractor’s employees shall immediately report to Airport Operations when an Airport ID is lost or stolen.

Contractor shall immediately retrieve IDs when employees are terminated or employees resign from employment. IDs must be immediately returned to the Authority.
Contractor's employees shall comply with the Airport Security Program and all federal, state, and local requirements that pertain to security at the Des Moines International Airport.
If you need further information, contact the Airport Badging office at 515-256-5005.
REQUIRED SUBMITTALS

The following materials are required to be included in the RFP response:

1) Name and type of company submitting proposal including President/CEO, business address, phone number, e-mail address and point of contact for this RFP.
2) History of your company. Years in business, references, major accounts, municipal buildings and airport operations experience, etc.
3) Qualifications and resumes of key account managers who will be assigned to the Des Moines Airport Authority account.
4) Business financial statements for the most recent two years including balance sheets and income statements.
5) Invoice procedures: detail the invoice processes that would be used to invoice for Window cleaning services provided.
6) Annual cost: an annual cost to the Airport including all labor, supplies, and equipment assuming all scheduled frequencies are met.
7) Non-Collusion Affidavit (Attachment 1).
8) Proposer’s certification regarding insurance and/or bond (Attachment 3).

The Evaluation and Selection committee, in its discretion may interview any, all or no proposer.

The Airport Authority reserves the right to reject any or all proposals.
Proposals will be reviewed and evaluated by an evaluation and selection committee. Each proposal will be evaluated on how well the proposer addresses the requirements of the RFP. The proposal that best addresses the expectations of the Airport Authority in each of the evaluation categories will receive the maximum points available for that category. At the Airport Authority’s discretion, proposers with the highest total evaluation points may proceed to an interview stage, after which the interviewed proposers will be re-evaluated in light of additional information received. Points will be assigned as follows to each proposal.

A. **Experience, background, qualifications** 0 - 20 Points

   Points will be assigned based on Proposer's successful experience in providing, window cleaning services. Particular weight will be given to those with demonstrated experience and competence.

B. **Invoicing procedures** 0 - 30 Points

   Points will be assigned based on Proposer's ability to implement work orders according to the scheduled cleaning, provide the work order as a sign in/out sheet, and invoice according to the work completed. Particular weight will be given to those who have demonstrated the ability to invoice for the work actually completed and according to the scheduled window cleaning that correspond to the daily sign in sheet.

C. **References and client lists** 0 - 20 Points

   Points will be awarded based on favorable references and client references. The Airport Authority may contact references to evaluate this criterion.

D. **Expense to Airport** 0 - 30 Points

   The lowest cost solution that meets all requirements listed in the RFP will be assigned 30 points. All other proposals will be assigned points on a statistical basis corresponding to its position between the lowest and highest fee proposals.

E. **Total Points Available** 100 points
NAME AND TYPE OF COMPANY

Name of Company: _______________________________________________________

Address: ________________________________________________________________

Street        City        State        Zip

Type of Company: Corporation, LLC, etc.: _________________________________

Contact Person: _________________________________________________________

Name                        Title

Contact Info: _____________________________________________________________

E-mail                      Phone

(Additional pages or attachments may be added)
DES MOINES AIRPORT AUTHORITY
WINDOW CLEANING SERVICES
RFP RESPONSE

COMPANY HISTORY/REFERENCES

Please provide your company history, references, and client lists:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(Additional pages or attachments may be added)
QUALIFICATIONS AND RESUMES

Qualifications and Resumes. Please attach the resumes and certifications of key staff members and who you are proposing to be your account manager.

(Additional pages or attachments may be added)
FINANCIAL STATEMENTS

Please submit your previous two years business financial statements and evidence of equity capital and financing necessary to fulfill the obligations of your proposal.

(Additional pages or attachments may be added)
INVOICING PROCEDURES

Invoicing procedures: please describe invoice procedures and your ability to fulfill the Authority’s requirements for invoicing that are detailed in the invoicing and payment procedures section.

(Additional pages or attachments may be added)
Total annual expense to the airport: $______________________________

Please complete the fee per wash section located in the scope of work section starting on page 11 and fill in the total annual expense to the airport here.

Proposer may adjust the rate per hour annually on the anniversary date of the contract by an amount not-to-exceed the percentage change over the previous year in the Employment Cost Index (ECI), Wages and Salaries, Private Industry, Service-providing industries, Not Seasonally Adjusted (December 2005 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics for the fourth quarter of the calendar year just ended. Proposer shall provide the Authority 30 days advance notice of any increase in the rate per hour.
STANDARD PROVISIONS AND REQUIREMENTS
FOR REQUESTS FOR PROPOSALS (RFPs)

1. Proposal Must Be Signed by Proposer or Designated Agent.

A proposal submitted in response to the Authority's Request for Proposals must be signed by the Proposer if an individual, or by a designated agent empowered to bind the Proposer in a contract.

2. Partnership and Joint Venture Proposals; Use of Corporate Name or Fictitious Corporate Name.

A. If a proposal is submitted by two or more persons acting as a partnership, the names of the persons appearing on the proposal must be followed by the notation -- "a partnership", or words of similar import.

B. If a proposal is submitted by two or more persons or corporate entities as a joint venture, the names of the persons or entities appearing on the proposal must be followed by the notation -- "a joint venture". In that instance, the proposal must also be signed by all joint venturers or the authorized agents of all joint venturers. Joint venture proposals must identify which person or firm that will act as lead person or firm. Any proposal from a joint venture that fails to meet the above requirements will be subject to rejection.

C. In submitting a proposal and in entering into a contract in response to an RFP, a corporate entity may use its fictitious corporate name in addition to its legal corporate name, if the fictitious name is appropriately registered with the Iowa Secretary of State. Proposers are advised to exercise care in the use of any fictitious name for their firms.

3. Communication with Authority during RFP Process

Upon issuance of this RFP, Proposers shall not communicate in any way with any Authority employee other than the contract manager regarding the terms or provisions of this RFP. Questions about this RFP are to be in writing and directed to the contract manager, and will be addressed in a written addendum to the RFP.

4. Authority's Response to Proposer Questions, Objections, and Requests for Clarification or Interpretation
The Authority's contract manager will respond in writing to all inquiries presented to the Authority as provided in section 3, above. The Authority's written response will be directed to all known potential Proposers. Only the Authority's written responses will be considered to be the Authority's official response binding upon the Authority. In addition to making a written response, the Authority may issue addenda amending the RFP by changing or deleting the provisions of, or adding provisions to, the RFP.

5. **Collusion Affidavit Required.**

Any 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 proposals of such Proposers void. Proposers will be required to execute and submit with their proposals 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 proposals will render the proposals of both Proposers void, and may at the discretion of the contract manager render the RFP proceedings void.

6. **Proposals Not Confidential; Proposer Requests for Confidentiality under Iowa Open Records Law, Chapter 22 of Iowa Code; Disclosure of Proposal Content.**

Under Iowa Code chapter 22, "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 that are considered confidential under this provision are the following:

3. *Trade secrets which are recognized and protected as such by law.*

6. *Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.*

The Authority, as custodian of the proposal submitted in response to a Request for Proposals, may, but is not required to, keep portions of proposals 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 must be submitted with the proposal identifying which
portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual Proposer to make a confidentiality request and to justify application of a confidentiality exception to its proposal. The Authority will not under any circumstance consider the entire proposal to be a confidential record.

If a request is made by a member of the public to examine a proposal including the portion or portions for which a confidentiality request has been made, the Authority will notify the Proposer and will keep confidential that portion of the proposal covered by the confidentiality request pending action by the Proposer requesting confidentiality to defend its request. The Proposer requesting confidentiality will be given not more than five calendar days within which to file suit in Polk County District Court seeking the entry of a declaratory order or injunction to protect and keep confidential that portion of its proposal. Absent such action by a Proposer requesting confidentiality and the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination. The Proposer shall indemnify the Authority for any fines, attorney’s fees and court costs the Authority may incur or that be awarded against it as a result of complying with the Proposer's request for confidentiality.

7. Proposers to Provide Evidence of Ability to Obtain Insurance and Bond.

Each Proposer shall provide evidence satisfactory to the Authority that it can obtain the required insurance coverages and bond. For this purpose, each Proposer shall submit with its proposal the certification form appended to this RFP 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 certifications form will be grounds for rejection of the proposal.


A. Competing proposals submitted in response to the RFP will be evaluated by Authority staff. The Authority staff will utilize the evaluation criteria and scoring methodology set forth in this RFP in making its determination as to the best proposal.

B. Upon completing its evaluation and the scoring of competing proposals, a Notice of Intent to Award will be provided to all competing Proposers by mail, FAX or e-mail at least five days prior to the appeal deadline set forth in the Notice of Intent to Award.
9. **Appeal of Authority Staff Recommendation**

A Proposer who is aggrieved by the Authority staff’s determination and recommendation as to the selection of the best proposal, may appeal such determination and recommendation by filing a written objection to the Authority 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 Proposer shall set forth all of its objections to the Authority 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 Authority Board may, in its discretion, hear presentations by the appealing Proposer and by competing Proposers with respect to the appealing Proposer's objections. If the Authority Board agrees to hear presentations, it may limit their length and all Proposers will be given an equal opportunity to speak. The Authority Board's decision will be final.

10. **Authority Board Consideration of Authority Staff Recommendation as to Best Proposal**

When the Authority staff’s recommendation comes before the Authority Board for consideration, the Board may request that the recommended Proposer appear before the Board to give a presentation or to answer questions regarding its proposal. Competing Proposers will not be allowed to speak at that time unless a prior request has been made and permission to speak granted, or unless an Authority Board member requests that the competing Proposer be allowed to speak and the Board consents to the request.

11. **Rejection of Proposals.**

The Authority reserves the right to reject any or all proposals in whole or in part received in response to the RFP. The Authority will not pay for any information requested in the RFP, nor is it liable for any cost incurred by a Proposer in responding to the RFP.

12. **Formation of Contract.**

A. The successful proposer shall enter into a contract with the Authority on forms provided by the Authority.
B. Upon the Authority's approval of the evidence of insurance submitted by the successful Proposer (if required by the RFP), and upon the Authority's legal representative's review of the form of contract executed by the Proposer, and of the performance bond submitted by the Proposer (if required by the RFP), the Authority Board Chairperson will execute the contract as directed by the Authority Board.


The contents of this RFP, of a proposal submitted in response to this RFP, and of the Authority's official response to a question, objection, or request for clarification or interpretation regarding the RFP, and of any exception to the RFP submitted by the successful Proposer and accepted by the Authority, will become part of the contractual obligation and deemed incorporated by reference into the ensuing contract.


All proposals submitted in response to the RFP become the property of the Authority and will not be returned.

15. Assignment of Contract Prohibited Unless Approved in Writing by the Authority.

No contract awarded pursuant to RFP is assignable without the prior written consent of the Authority.


A. Attachment 1: Non-Collusion Affidavit

B. Attachment 2: Des Moines Airport Authority Standard – Major Insurance & Indemnification Requirements

C. Attachment 3: Proposer's Certification Regarding Insurance and/or Bond Certification of Proposer's Insurance Agent Regarding Proposer's Ability to Obtain Required Insurance Coverages; Certification of Proposer's Surety Agent Regarding Proposer's Ability to Obtain Required Bond.

D. Attachment 4: Performance Bond
II. GENERAL TERMS AND CONDITIONS

1. **Exclusive Contract.**

   The contract that results from this Request for Proposals 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. The terms and conditions hereof may not be altered without prior written consent of both parties.

2. **Assignment.**

   Successful Proposers may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the Executive Director of the Authority or his/her designee.
ATTACHMENT No. 1
NON-COLLUSION AFFIDAVIT

The Proposer 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 Des Moines Airport Authority; and
2. That no individual employed by the Proposer was paid or will be paid by any person, corporation, firm, association, or other organization for soliciting the proposal, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
3. That no part of the compensation to be received by the Proposer was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the proposal, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
4. That this proposal is genuine and not collusive or sham; that the Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other proposer or person, to put in a sham proposal or to refrain from making a proposal, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the proposal price of Proposer or any other Proposer, 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 Proposer.

____________________________________
Proposer

____________________________________
Signature

____________________________________
By ________________________________
  Name (print/type)

____________________________________
Title

____________________________________
Street Address

____________________________________
City, State, Zip Code
ATTACHMENT No. 2

DES MOINES AIRPORT AUTHORITY
STANDARD – CONSTRUCTION

INSURANCE & INDEMNIFICATION REQUIREMENTS

1. GENERAL

The Contractor shall purchase and maintain insurance to protect the Contractor and Authority throughout the duration of this Contract. 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 “B+.” All policies must be written on an occurrence basis, not a claims made basis, and in form and amounts satisfactory to the Authority. Certificates of Insurance confirming adequate insurance coverage must be submitted to the Authority prior to Contract execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker’s Compensation Insurance, including Employer’s Liability Coverage, both written with State of Iowa statutory limits. Waiver of Subrogation in favor of the Authority is required.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor 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 combined single 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). Waiver of Subrogation in favor of the Authority 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. AUTOMOBILE LIABILITY INSURANCE: The Contractor shall procure and maintain Automobile Liability Insurance with limits of liability of not less than $1,000,000 per occurrence combined single limit covering Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired
vehicles. If the Contractor’s business does not own any vehicles, coverage is required on non-owned and hired vehicles. Policy shall include Contractual Liability coverage. *Waiver of Subrogation in favor of the Authority is required.*

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 must include the same endorsements as required of the primary policies. *Waiver of Subrogation in favor of the Authority is required.*

E. ADDITIONAL INSURED ENDORSEMENT: The General Liability Insurance and Automobile Liability Insurance policies must include the Authority as an Additional Insured. The General Liability Insurance policy must include standard ISO endorsements CG 20 26 07 04 and CG 20 37 07 04 or their ISO/non-ISO equivalents. The Contractor’s insurance must be primary to that of the Authority and noncontributory to any other insurance or similar coverage available to the Authority whether the other available coverage is primary, contributing or excess.

F. GOVERNMENTAL IMMUNITY ENDORSEMENT: The General Liability Insurance and Automobile Liability Insurance policies must include the Authority Governmental Immunities Endorsement language provided below. Standard ISO or insurance carrier “Waiver of Immunity” endorsements are not acceptable.

**DES MOINES AIRPORT Authority**  
**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. **Nonwaiver of Government Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the inclusion of the Des Moines Airport Authority as Additional Insureds does not waive any of the defenses of governmental immunity available to the Des Moines Airport Authority under Code of Iowa section 670.4 as it now exists and as it may be amended from time to time.

2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance covers only those claims not subject to the defense of governmental immunity under the Code of Iowa section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa section 670.4 must be covered by the terms and conditions of this insurance policy.

3. **Assertion of Government Immunity.** The Des Moines Airport Authority shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request.
of the insurance carrier. Nothing contained in this endorsement will prevent
the carrier from asserting the defense of governmental immunity on behalf
of the Des Moines Airport Authority.

4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage
under this policy and the insurance carrier shall not deny any of the rights
and benefits accruing to the Des Moines Airport Authority under this policy
for reasons of governmental immunity unless and until a court of competent
jurisdiction has ruled in favor of the defense(s) of governmental immunity
asserted by the Des Moines Airport Authority.

5. **No Other Change in Policy.** The insurance carrier and the Des Moines
Airport Authority agree that the above preservation of governmental
immunities will not otherwise change or alter the coverage available under
the policy.

G. **CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT:**
The Workers Compensation Insurance, General Liability Insurance and
Automobile Liability Insurance policies must be endorsed to provide the Authority
with no less than thirty (30) days Advance Written Notice of Cancellation, forty-
five (45) days Advance Written Notification for Nonrenewal and ten (10) days
Written Notification of Cancellation due to non-payment of premium. *Written
notifications shall be sent to: Des Moines Airport Authority, Executive Director,
5800 Fleur Drive, Des Moines, Iowa 50321.*

H. **WAIVER OF SUBROGATION:** To the fullest extent permitted by law, Contractor
hereby releases the Authority, including its appointed officials, agents, employees,
volunteers and others working on its behalf, from and against any and all liability
or responsibility to the Contractor or anyone claiming through or under the
Contractor by way of subrogation or otherwise for any loss without regard to the
fault of the Authority or the type of loss involved including loss due to occupational
injury. This provision will be applicable and in full force and effect only with
respect to loss or damage occurring during the time of this Contract. The
Contractor’s policies of insurance must contain either a policy provision or
endorsement affirming the above stated release in favor of the Authority including
its appointed officials, agents, employees and volunteers, and others working on its
behalf.

I. **PROOF OF INSURANCE:** The Contractor shall provide to the Authority
Certificates of Insurance evidencing all insurance coverage required in
paragraphs A through H above utilizing the latest version of the ACORD form.
The Certificate(s) of Insurance shall specify the Title of the Contract under
“Description of Operations/ Locations/Vehicle/Special Items”. A Copy of the
(1) Additional Insured Endorsements, (2) Governmental Immunities
Endorsement and (3) Cancellation and Nonrenewal Notification Endorsement must be submitted with the Certificates of Insurance. Mail Certificates of Insurance to: Des Moines Airport Authority, Executive Director, 5800 Fleur Drive, Des Moines, Iowa 50321.

J. AGENTS AND SUBCONTRACTORS: The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.

3. INDEMNIFICATION REQUIREMENTS

For purposes of this Section 3, the term “Authority” means the Des Moines Airport Authority including its appointed officials, agents, employees, volunteers, and others working on its behalf. To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Authority 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 Authority by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage, including loss of use, and economic damages that arise out of or are in any way connected or associated with Contractor’s work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Contractor, except to the extent caused by or resulting from the sole negligence of the Authority.

Contractor’s obligation to indemnify the Authority contained in this Contract 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 Authority shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor’s work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under control of Contractor, except to the extent caused by or resulting from the sole negligence of the Authority.

Contractor expressly assumes responsibility for any and all damage caused to Authority property arising out of or in any way connected or associated with Contractor’s work or services under this Contract, including its officers, agents, employees, subcontractors and others under the control of Contractor.
Contractor shall ensure that its activities on Authority property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.
ATTACHMENT No. 3

Certification of Proposer’s Insurance Agent Regarding Proposer’s 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 and provide the performance bond required in Attachment 4, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful proposer of the RFP to which my client has responded:

Legal Name of Proposer:

__________________________________________

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

__________________________________________

__________________________________________

Phone ________________________ FAX ________________

Name of Agent/Broker (Print):

__________________________________________

Signature of Agent/Broker:

__________________________________________

Date of Signature: ____________________________

Signature and stamp of Notary Republic

__________________________________________
ATTACHMENT No. 4

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, (Company Name), as Principal (the “Contractor” or “Principal”), and __________________________, as Surety, are held and firmly bound unto the Des Moines Airport Authority, as Obligee (the “Authority”), and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of (_____) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the Contractor entered into a contract with the Authority, bearing the date of _____________ (the “Contract”) wherein the Contractor undertakes and agrees to perform the following services:

Phone System Replacement at the Des Moines International Airport

and to faithfully perform all the terms and requirements of the Contract within the time specified, in a professional, good and workmanlike manner, and in accordance with the Contract.

The following provisions are a part of this bond and are binding upon the Contractor and Surety:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of the Contract for the above referenced services, and shall indemnify and save harmless the Authority from all outlay and expense incurred by the Authority by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor or services in the performance of the Contract.

2. GENERAL: Every Surety on this bond is deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

A. To consent without notice to any extension of the Contract;
B. To consent without notice to any change in the Contract that increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

C. To consent without notice that this bond will remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed.

The Contractor and every Surety on this bond are held bound, any contract to the contrary notwithstanding, to the following provisions:

A. That no provision of this bond or of any other contract is valid which limits to less than one year after the expiration of the Contract the right to sue on this bond.

B. That, as used herein, the phrase “all outlay and expense” is not limited in any way, but includes the actual and reasonable costs and expenses incurred by the Authority including interest, benefits and overhead as applicable. Accordingly, “all outlay and expense” will include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Authority’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Authority. It is intended the Contractor and Surety will defend and indemnify the Authority on all claims made against the Authority on account of Contractor’s failure to perform as required in the Contract, that all agreements and promises set forth in the Contract, in approved change orders, and in this bond will be fulfilled, and that the Authority will be fully indemnified so that it will be put in the position it would have been in had the Contract been performed in the first instance as required.

C. In the event the Authority incurs any “outlay and expense” in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, or approved amendments, or in the enforcement of the promises given by the Contractor and Surety in this bond, the Contractor and Surety agree that they will make the Authority whole for all such outlay and expense, provided that the Surety’s obligation under this bond will not exceed 125% of the penal sum.

In the event that any actions or proceedings are initiated with respect to
this bond, the parties agree that the sole venue will be in Polk County, State of Iowa. **Each of the parties hereby irrevocably and unconditionally waives all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this bond.** If legal action is required by the Authority to enforce the provisions of this bond or to collect the monetary obligation accruing to the benefit of the Authority, the Contractor and Surety agree, jointly and severally, to pay the Authority all outlay and expense incurred by the Authority. All rights, powers, and remedies of the Authority are cumulative and not alternative and are in addition to all rights, powers and remedies given to the Authority by law. The Authority may proceed against Surety for any amount guaranteed under this bond whether action is brought against the Contractor or whether the Contractor is joined in any such action.

NOW THEREFORE, the condition of this obligation is such that if the Principal faithfully performs all of the promises of the Principal in the Contract and in this bond, then this obligation will be null and void, otherwise it will remain in full force and effect.

Failure to specify or particularize will not exclude terms or provisions not mentioned and will not limit liability hereunder. The Contract is hereby made a part of this bond.

Witness our hands, in triplicate, this _________ day of ____________, 2015.

Principal:

(Company Name)

_____________________________
Contractor

By _____________________________
Signature Name

_____________________________
Title

FORM APPROVED BY:

David A. Ferree
Assistant City Attorney

SURETY:

_____________________________
Surety Company

By: _____________________________
Signature Attorney-in-Fact/Officer

_____________________________
Name of Attorney-in-Fact/Officer

_____________________________
Company Name

_____________________________
Company Address

_____________________________
City, State, Zip Code

_____________________________
Company Telephone Number

NOTE:
1. All signatures on this bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.

2. This bond must be sealed with the Surety’s raised, embossing seal.

3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety’s raised, embossing seal.

The name and signature of the Surety’s Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.
ATTACHMENT No. 5
SAMPLE CONTRACT

CONTRACT BETWEEN
THE DES MOINES AIRPORT AUTHORITY
AND
[successful proposer]

This Contract is entered into between the Des Moines Airport Authority (the "Authority") and [contractor], a _______ corporation qualified to do business in Iowa and having offices at ________ (the "Contractor").

RECITALS

The Authority desires to obtain professional services for ______________ for the Des Moines International Airport (the "Airport").

On December 9, 2013, the Authority’s purchasing agent advertised for proposals for "____________" through RFP #______, which included a proposal due date of ______________, the Request for Proposals ("RFP").

The Authority received __ proposals within the deadline for submission.

In accordance with the evaluation criteria set out in the RFP, an evaluation and selection committee reviewed the timely submitted proposals and determined that the Contractor, which is in the business of providing such services, submitted the best overall proposal based on the requirements of the RFP.

The Consultant desires to perform, and represents that it is qualified to perform in accordance with the standards of its profession, services for the Authority in connection with the ______________.

The parties now desire to enter into a contract to formalize their agreement for Contractor to provide ______________ at the Des Moines International Airport and to implement the requirements of the RFP and the provisions of the proposal made by Contractor.

The parties therefore agree as follows:

SECTION 1: CONTRACT DOCUMENTS
The Contract between the parties includes: (1) this document, including the Recitals; (2) Addenda to the RFP dated ___________; (3) the RFP, including its attachments and exhibits; (4) the Contractor’s proposal dated ______________ (the "Proposal"). The listed documents are to be interpreted so as to give effect to all terms of each and to harmonize their provisions. To the extent there are provisions in the listed documents that are irreconcilable, the order of precedence is as listed in this section.

SECTION 2: SCOPE OF SERVICES TO BE RENDERED

A. Consultant shall provide the ___ consulting services under the terms and conditions set forth in this Contract ("Scope of Work" or “Work”). Consultant shall not perform work beyond the Scope of Work except pursuant to the Authority's prior written request. Consultant will be perform the Work in a professional and workmanlike manner in accordance with recognized industry standards.

B. Consultant is an independent contractor. Nothing contained in this Contract will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture. Consultant has no authority to act as agent for, or on behalf of, the Authority, or to represent the Authority, or bind the Authority in any manner. Consultant will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Authority.

SECTION 3: TERM OF CONTRACT

The Contractor’s obligation to provide _____________ begins and terminates on ____________

SECTION 4: PRICES AND PAYMENT

A. For the term of this Contract, including extensions, the Authority shall pay Contractor to perform the Scope of Work ________________

B. Contractor may invoice the Authority monthly for services provided during the previous month according to fee per wash. The Authority shall pay Contractor within 30 days after the Authority receives an accurate invoice with documentation showing ________________ for services performed.

C. Contractor may adjust the rate per hour annually on the anniversary date of the Contract by an amount not-to-exceed the percentage change over the previous year in the Employment Cost Index (ECI), Wages and Salaries, Private Industry, Service-providing industries, Not Seasonally Adjusted
(December 2005 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics for the fourth quarter of the calendar year just ended. If Contractor intends to adjust the rate per hour, Contractor shall provide the Authority 30 days advance notice of any increase in the rate.

SECTION 5: CONTRACT ADMINISTRATION

The work to be performed by the Contractor shall at all times be subject to the general supervision and approval of the Authority Executive Director or his designee. The Executive Director hereby designates general supervision and authority to the Authority's Director of Engineering. The Director of Engineering or his designee will be the liaison between the Contractor and the Authority for the purpose of administering the work to be performed under this Contract.

SECTION 6: TERMINATION AND ADJUSTMENT

A. If Contractor fails to fulfill its obligations under this Contract, the Authority may terminate this Contract after giving the Contractor ten days written notice to cure such failure. The ten day cure period will begin on the date shown on the written notification from the Authority. If within the 10 day period Contractor fails to cure to the reasonable satisfaction of the Executive Director, then the Authority may give notice that it is terminating this Contract and Contractor shall cease all activity associated with this Contract at such time as the notification is received. The Authority has the right to set off the cost of procuring another contractor to perform or complete the Scope of Work in the event Contractor fails to perform the Work satisfactorily.

B. At any time prior to completion of the Work, the Authority may, in its sole discretion, terminate the contract by providing the Contractor written notice of its intention to terminate. Unless the notification provides otherwise, Contractor shall cease all activity associated with this Contract at the time the notification is received. If the termination is without fault of the Contractor, the Authority shall pay for Work satisfactorily performed to the date of termination and reimburse Contractor for unrecoverable expenses Contractor incurred prior to receiving the notification.

SECTION 7: BOND, INSURANCE AND INDEMNIFICATION

Prior to beginning work at the Airport, Contractor shall provide the bond in the form of Attachment 4 to the RFP as well as certificates of insurance and endorsements showing that the Contractor has obtained the insurance required by Attachment 2 to
the RFP. Contractor shall defend, pay on behalf of, indemnify and hold harmless the Authority as provided for in Attachment 2, "Standard Insurance and Indemnification Requirements" of the RFP. Contractor shall obtain and shall maintain in continuous effect during the term of this Contract, and while any of its obligations remain unsatisfied, the insurance coverages, limits, waivers and endorsements set forth in Attachment 2 of the RFP.

SECTION 8: COMPLIANCE WITH FEDERAL AVIATION AND TRANSPORTATION SECURITY REGULATIONS

A. Contractor shall comply at all times with Federal Aviation Regulations (FAR) Part 139, and Transportation Security Regulations (TSR) Parts 1500, 1520, 1540 and 1542, the Authority’s policies, regulations and ordinances, the Authority’s Transportation Security Administration approved Airport Security Program, and any other applicable laws, regulations and rules as they currently exist and as they are amended from time to time. Contractor further agrees that any fines levied upon the Authority, its officers, employees, agents, volunteers and others working on behalf of the Authority (“Indemnitees”) pursuant to enforcement of FAR Part 139 and TSR Parts 1500, 1520, 1540, and 1542 due to acts or omissions by Contractor, Contractor's agents, servants, officers, employees, or independent bidders, will be borne by Contractor. Contractor further agrees to indemnify and hold harmless the Indemnitees from any and all fines levied and from any and all claims, demands, liabilities, or expenses of every kind or nature related to such levy or defense to such levy (including, but not limited to, salary of attorneys employed by the Authority) that Indemnitees may incur or at any time sustain or incur by reason of or in consequence of acts or omissions by Contractor. Contractor further agrees to indemnify and hold harmless Indemnitees from any and all claims, demands and lawsuits arising out of Contractor's or Contractor's agents, servants, officers, employees, or independent contractors’ failure to comply with FAR Part 139 and TSR Parts 1500, 1520, 1540 and 1542, the Airport Security Program or any other applicable law, regulation or rule.

B. Contractor shall control all persons and vehicles entering any Airport restricted area (including aircraft movement area) through its leased space, if any, in accordance with the Airport Security Program and in compliance with TSR Parts 1500, 1520, 1540, and 1542 as they currently exist and as they are amended from time to time.

SECTION 9: SENSITIVE SECURITY INFORMATION
Contractor, with respect to Sensitive Security Information (SSI), as defined in 49 CFR § 1520, that it has received or receives during the performance of services, shall:

A. Safeguard those documents, and the information contained in them, from disclosure by keeping the documents under the control of authorized persons only and storing the documents in a secure container, such as a locked desk, file cabinet or locked room when not in use;

B. Not release those documents, or the information contained in them, to any party, company, person, organization or entity for any reason that does not directly serve the Contractor’s obligations to the Authority under this Contract as determined by a Contractor's employee with appropriate supervisory and decision-making authority;

C. Not release those documents, or the information contained in them, in response to a request under the Iowa Open Records Act or the Federal Freedom of Information Act without affording the Authority the opportunity under those laws to protect those documents from disclosure;

D. Timely notify the Authority if a request is made for those documents or the information contained in them;

E. Return, or destroy, at the option of the Authority, those documents immediately following the completion of the agreed upon services;

F. Comply with federal regulations in handling SSI;

G. Within 20 days of the completion of contract performance, provide the Airport with a listing of all SSI material received, returned and destroyed.

Contractor acknowledges that the Authority has the right to seek all appropriate legal remedies for any violation of the foregoing.

SECTION 10: NON-DISCRIMINATION

Contractor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin,
religion, or disability and shall furnish evidence of compliance with this provision when so requested by the Authority.

SECTION 11: RECORDS AUDIT

The Contractor must maintain such account records in connection with its performance of services for the Authority as may be reasonably required by the Authority. Such account records shall be kept for a period of three years following the termination of this Contract. The Contractor shall afford the Authority's agents and auditors reasonable facilities and access for the examination and audit of its records pertaining to its performance and shall, upon request of the Authority, produce and exhibit all such records.

SECTION 12: OWNERSHIP OF DOCUMENTS:

The Consultant agrees that the Authority is the sole and exclusive owner of all designs, design plans, images, drawings, models, survey notes, reports, specifications, studies, records and other data and documents, in whatever form, prepared under this Contract (the "Design Documents"). The Consultant hereby irrevocably assigns, transfers and conveys to the Authority all right, title and interest in and to the Design Documents and all intellectual property rights and proprietary rights arising out of the Design Documents, including copyrights, patents, trademarks, and derivative works and interests. The Consultant warrants to the Authority that the Design Documents will be free from any claims or encumbrances of intellectual property or proprietary rights of the Consultant and any third party, including any employee, agent, contractor, sub-consultant, subcontractor, subsidiary or affiliate of Consultant. Upon completion or termination of this Contract, the Consultant shall immediately turn over to the Authority all Design Documents not previously delivered to the Authority.

To the extent any of the Consultant's rights in the Design Documents are not subject to assignment or transfer, including any moral rights and any rights of attribution and integrity, the Consultant hereby irrevocably and unconditionally waives such rights, and the enforcement of them, and agrees not to challenge the Authority's rights in and to the Design Documents.

SECTION 13: GOVERNING LAW

A. This Contract is entered into and performable in part in Polk County, Iowa, and shall be governed by and construed in accordance with the laws of the state of Iowa, without regard to its conflicts of laws principles. Contractor and Authority hereby submit to the exclusive jurisdiction of the United States federal district court for the Southern District of Iowa or the Iowa district court sitting in Polk County, Iowa in any action or
proceeding arising out of or relating to this, and Contractor and the Authority hereby irrevocably agree that all claims and counterclaims in respect of any such action or proceeding shall be heard and determined in any such court. Contractor and the Authority each waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that they may now or hereafter have to the bringing of any such action or proceeding in any such court.

B. **Waiver of Jury Trial.** Each of the parties hereby irrevocably and unconditionally waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Contract.

SECTION 14: COMPLIANCE WITH LAW

Contractor shall comply at all times during the term of this Contract, at its own cost and expense, with all applicable present and future ordinances, rules, regulations and laws of the Authority, county or state government or of the United States Government, and of any political division, subdivision or agency, authority or commission which may have jurisdiction to pass laws or ordinances with respect to the matters addressed in this Contract.

SECTION 15: SUCCESSORS AND ASSIGNS BOUND

All the terms, covenants, and agreements in this Contract are binding upon and will inure to the benefit of successors, assigns, and legal representatives of the parties.

SECTION 16: NONWAIVER OF RIGHTS

No waiver of default by either party of any of the terms, covenants, and conditions of this Contract will be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions of this Contract.

SECTION 17: SEVERABILITY

If one or more clauses, sections, or provisions of this Contract, or their application, are held to be unlawful, invalid, or unenforceable, the remainder of this Contract and the application of its remaining provisions will not be affected thereby.

SECTION 18: PARAGRAPH HEADINGS

The paragraph headings contained in this Contract are for convenience in reference and are not intended to define or limit the scope of any provision.

SECTION 19: ENTIRE AGREEMENT
This Contract, together with all exhibits and attachments, constitutes the entire agreement between the parties, and all prior promises, representations or statements, verbal or written, are merged in this Contract.

SECTION 20: LICENSES AND PERMITS

Contractor shall obtain all applicable licenses and permits as required by federal, state, or local law.

SECTION 21: AGREEMENT CONSTRUCTION

Words and phrases in this Contract are to be construed as in the singular or plural number, as masculine, feminine, or neuter gender, and as disjunctive or conjunctive, according to the context. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not apply to the interpretation of this Contract or any amendments to this Contract.

SECTION 22: REPRESENTATIONS OF PARTIES

The Authority and Contractor represent that each has the full power and proper authority to make and execute this Contract, to exercise its rights, powers and privileges as described, and to perform the agreements and covenants contained in this contract. Contractor further warrants that it has the authority to enter into and be bound by the terms of this Contract and no order of any bankruptcy or other court, and no agreement with others, prohibits or limits such authority.

SECTION 23: NO THIRD PARTY BENEFICIARIES

It is not the intention of the parties by entering into this Contract to create any rights in any person not a party to this Contract.

SECTION 24: NOTICES, PAYMENTS AND INVOICES

All notices that the parties are authorized or required to give one another pursuant to this Contract, and all reports, payments and invoices, must be in writing and may be personally delivered or sent by ordinary mail to the addresses provided below. Mailed notices, reports, payments or invoices will be presumed to be received by the party to whom directed three days after they are postmarked. Such notices, reports, payments and invoices must be delivered or mailed to the following persons at the addresses listed:
SECTION 25: PROHIBITED ACTIVITIES

Contractor shall ensure that its personnel will not ______________.

The parties are executing this Contract by their duly authorized representatives.

Des Moines Airport Authority  [Contractor]

_________________________  _________________________
XXXX     XXXX
Airport Authority Board Chair  [title]

Date: _________________  Date: _________________

Approved as to form:  Attest:

_________________________  _________________________
David A. Ferree    Lorna L. Davros
Assistant City Attorney  Airport Board Staff Assistant Secretary