



Request for Proposals

Aircraft Rescue &
Firefighting Service Agreement
Des Moines Airport Authority

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PART 1

General Information and Instructions

Overview

Part 1 provides General Information and Instructions for the Des Moines Airport Authority's *ARFF Services Agreement Request for Proposals* (RFP) at Des Moines International Airport (Airport).

In this part

The topics covered in Part 1 are listed in the table below:

Section	Topic	Pages
A	The Request for Proposals (RFP)	3 – 7
B	Proposal Rules	8 – 10
C	Items to be Included in Proposals	11- 12
D	Evaluation of Proposals	13 -14

Section A

The Request for Proposals (RFP)

Solicitation of proposals

The Des Moines Airport Authority (the "Authority") is soliciting proposals from qualified parties to provide and manage Aircraft Rescue Firefighting services at the Des Moines International Airport.

The Authority's staff will recommend to the Authority Board one operator based on an evaluation of the proposals received. The Authority Board may reject or approve the recommended operator and proposal. The Authority Board retains full and complete discretion to select any operator and/or proposal submitted, notwithstanding the recommendation of the Authority's staff. The Authority Board further retains full and complete discretion to evaluate de novo the proposals submitted based on the evaluation criteria set forth in Section D of this RFP.

Minimum Qualifications

Proposer shall submit a proposal which clearly demonstrates that it meets the following Minimum Qualifications as outlined below:

Proposer must demonstrate at least five (5) years' experience within the last ten (10) years providing Aircraft Rescue and Firefighting services meeting (FAR) Part 139 requirements at an Index C airport. The Authority reserves the right to disqualify any Proposer who, during the past five 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 involvement in illegal activity.

Proposer must demonstrate the ability to comply with all requirements of Attachment 1, ARFF Services Agreement, including its attached exhibits.

The Proposer must clearly demonstrate that it meets the Minimum Qualifications as detailed above. Proposers that do not meet these Minimum Qualifications may not be subject to further evaluation.

Scope of Operation

Proposer must provide management services, equipment and personnel necessary to efficiently provide Aircraft Rescue Fire Fighting services at the Des Moines International Airport meeting FAR Part 139 Index C requirements on a 24-hour basis.

Proposer must provide services in a manner that fully complies with Federal Regulation Part 139, and any other regulations that may be imposed on the Authority by the Federal Aviation Administration, or other federal or state agencies. Proposer must obtain all applicable local/state/federal permits required for the carrying out of the duties set forth in this specification.

The Proposer must provide non-transport, EMT level emergency medical services (EMS) at the Airport. Proposer must establish and maintain certification of EMT-level EMS service in accordance with Iowa Department of Public Health standards. Proposer is responsible for securing the services of a Medical Director and all associated costs.

The Proposer is responsible for all costs associated with initial training and for maintaining all required licenses and certification of employees (including wages).

The Proposer must provide employee's required uniforms (shirt, pants, jackets, badges, boots, turnout gear, etc)

The Proposer must provide all daily departmental office supplies.

The Proposer must provide 2 (two) mobile phones and service.

Airport Provided Facilities and Equipment

DMAA will provide the following equipment and services for the performance of this contract:

- Oshkosh 1500 gallon Stryker, 2006 model.
- Oshkosh 3000 gallon Stryker, 2014 model.
- Oshkosh 1500 gallon, 1993 model.
- Ford F-450 Command Vehicle, 2018 model with 300 gallons of water, 10 gallons AFFF.
- Portable and mobile radios.
- AFFF.
- Medical supplies and equipment necessary to maintain EMS service.
- Fuel and maintenance for listed vehicles.
- Maintenance for the ARFF building mechanical systems.
- All utility costs for ARFF building.
- The Authority is responsible for snow removal from the access roads and parking lot. Contractor must clear snow from all sidewalks and within 10 feet of the building.

See Appendix A for additional information

**Employee
Qualifications**

The successful Proposer shall select honest, competent, and courteous personnel to be employed by the Proposer at the Airport. Proposer shall train, supervise and maintain proper surveillance over all its employees to ensure their integrity and the maintenance of an honest and high standard of service to the public, which standard will be determined at the sole discretion of the Executive Director. All personnel must be employees of the Proposer, who shall pay all salaries, Social Security taxes, federal and state unemployment insurance and any and all other taxes relating to such employees.

The successful Proposer shall follow its hiring process set forth in its proposal and shall perform reasonable employment screening. In addition, each employee must submit and successfully complete a security background check, conducted by the Authority, which includes a fingerprint-based criminal history records check. All associated costs are the responsibility of the Proposer.

The Proposer shall provide costs for staffing that includes a minimum of one person meeting the qualifications of Captain and two persons meeting the qualifications of Airport Firefighter to be on duty at all times, 24 hours a day, seven days a week. Personnel must meet the minimum personnel qualifications for ARFF Fire Chief, Captain, and Firefighter outlined in Appendix B.

The Proposer shall determine the total number of employees necessary to maintain the service required and to cover for illness, vacation, days off, etc. An additional one Fire Chief position, working Monday – Friday from 8am to 5pm, to be responsible for work conditions, act as a liaison with the Executive Director, and prepare and complete any necessary documentation.

**Term and
effective date of
agreement(s)**

It is the Authority's intent to award one Agreement with an initial term of three (3) years with two (2) one-year options. The Airport Authority Board shall have the unilateral right to exercise the options. The effective date of the Agreement is expected to be October 1, 2019. In the event the Federal Aviation Administration modifies the requirements for ARFF services, the Contract may, at Authority's option, be modified accordingly, with particular respect to the number of personnel and hours of service.

Compensation

Contractor may invoice the Authority in equal monthly installments. Payment for services performed will be made within 30 days of the date of the invoice. Other than the base contract cost, there will be no compensation paid to the contractor for furnishing vehicles, uniforms, equipment or supplies.

**Timeline
for
RFP
process**

The table below describes the estimated timeline for this RFP process and for awarding the Agreement(s):

Event/Action	Date(s)
Authority Releases RFP	February 28, 2019
Questions Due	March 14, 2019 by 1:00 p.m.
Authority's Written Response to Questions	March 22, 2019
Deadline for Submission of Proposals	April 5, 2019 before 1:00 p.m.
Potential Finalist Interviews (tentative)	To Be Determined
Authority Board reviews Staff's (Selection Committee's) recommendation and if approved, authorizes Executive Director to execute Agreement	May 14, 2019
Commencement Date of operations	October 1, 2019

The RFP
(Continued)

RFP contents

The RFP consists of the documents listed below:

- Part 1 - General Information and Instructions
- Part 2 - Proposal
- Attachment 1 - ARFF Services Agreement
- Attachment 2 – Insurance Requirements
- Attachment 3 – Proof of Ability to Obtain Insurance

RFP Documents

RFP documents can be obtained from the Authority’s website, <http://www.dsmairport.com>. If a Proposer is unable to access this site for a copy, one (1) copy of the RFP can be provided via U.S. mail at no charge by contacting Jeremy Owings at (515) 256-5100 and airinfo@dsmairport.com. Any additional copies will require a processing fee of \$0.25 per page.

Due date, time and location

Proposals shall be delivered on the following date, time and location:

- Date: April 5, 2019
- Time: Before 1:00 P.M.
- Location: Des Moines Airport Authority
5800 Fleur Drive, Ste. 207
Des Moines, IA 50321

Questions or Requests for Clarification

Proposers must submit any and all questions or requests for clarification by 1:00pm on March 14, 2019 to Jeremy Owings via e-mail at airinfo@dsmairport.com and a confirmation will be sent notifying the sender that the questions have been received. Questions will be answered in addendum format.

Right to cancel

The Authority reserves the right to cancel the award of the Agreement without liability to the Proposer(s) at any time before the Agreement has been fully executed by all parties and approved by the Authority Board.

Section B Proposal Rules

Proposal Submittals

Each proposal shall be typed. The Proposer must:

- Submit one (1) clearly marked original and two (2) copies, along with one (1) digital copy of the proposal on a USB flash drive in a sealed envelope at the location and before the deadline stated on page 5.
- Indicate on the face of the envelope the following information:
 - o Addressee: Des Moines Airport Authority (see page 6 for complete address)
 - o The words "ARFF Services Proposal"
 - o The name and address of the Proposer submitting the proposal
- Include all the Proposal Items listed in Section C
- Use the forms required in Part 1, Section C and provided in Part 2
- Cover all the items in the management plan instructions (page 18)

Warning: Proposers are warned against making erasures or alterations of any kind to the contents of their proposal. Proposals which contain omissions, erasures, alterations, conditions, or additions not called for may be rejected.

Proposal Submittal Rules

1. The Authority reserves the right to award an Agreement on the basis of Proposals submitted or to negotiate with Proposer for modification of the successful Proposal. By submission of a Proposal, the Proposer agrees to be legally bound thereby if its Proposal is accepted by the Authority.
2. The Authority shall not be obligated to respond to any Proposal submitted, nor shall it be legally bound in any manner whatsoever by the receipt of a Proposal.
3. Any and all Agreements arising out of Proposals submitted hereunder (including any negotiations that follow) shall not be binding on the Authority, its officers, employees, or agents unless formally approved by the Authority's Board and duly executed by the Authority's Executive Director.
4. Statistical information contained in these documents is for informational purposes only. The Authority is not responsible for any inaccuracies or interpretations of said data. The Authority makes no representations as to the number of future enplanements or amount of future revenues.
5. The Authority reserves the right to extend or cancel the scheduled Proposal due date. Notice of such extension or cancellation shall be sent via an Addendum to this RFP and posted on the Authority website.
6. It is the Proposer's responsibility to deliver the proposal to the appointed place prior to the submittal due date and time. Late delivery of such proposal, regardless of reason, shall disqualify the Proposer.

Proposal Rules (Continued)

Modification

Modification of a submitted proposal will be acceptable only if received in writing at the address listed on page 6 prior to the deadline for submitting proposals.

Proposer's responsibility

The Proposer shall carefully examine the terms of the RFP and shall judge for himself/herself all of the circumstances and conditions affecting his/her proposal.

Right to reject

The Authority reserves the right to reject any or all proposals received.

Addenda

Any clarifications or changes in the RFP requirements or Agreement will be made by written Addendum to this RFP. The Authority is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written Addendum.

A copy of each Addendum, will be posted at <http://www.dsmairport.com>. Any Addenda so issued are to be considered a part of this RFP document. Therefore, receipt of all Addenda issued during this RFP must be acknowledged on the *Administrative Items* form of the Proposal Support Documents (Part 2, page 16) and included with your Proposal.

Warning: The Authority, its officers, agents and employees will not be responsible for any oral instruction, modification or clarification and the Proposer shall not be entitled to rely upon such oral communications.

Proposal withdrawal

No proposal may be withdrawn until the Agreement has been executed on behalf of both the successful Proposer and the Authority.

Collusion prohibited

More than one proposal for the Agreement from any individual, firm, partnership, corporation, or association, under the same or different names will not be considered.

Reasonable grounds for believing that any Proposer has a business or financial interest in more than one proposal for the Agreement will cause rejection of all proposals in which such Proposer has such interest. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered.

Proposal Rules

(Continued)

Corporate Proposers

Corporate Proposers must be authorized, and licensed as required, to do business in Iowa, or shall obtain such authorization, and license as required, prior to expiration of the time period for execution of the Agreement, if awarded the Agreement.

Required signatures & related information

The table below indicates the required signatures and related information required by the Authority on the *Letter to the Authority Board* (page 17) of the proposal (Part 2).

If the proposal is made by...	Then signature(s) are required on page 17 from...	And the proposal shall include...
An individual	The individual making the proposal	The name and principal office address and phone number on page 23
A partnership	At least one of the general partners	The name of the partnership and its post office address on page 25
A corporation	An officer authorized to execute contracts on behalf of the corporation	<ul style="list-style-type: none"> • the name and title of the officer signing on behalf of the corporation on page 26, and • the state in which the corporation is chartered, and • a certified copy of the bylaws or resolution of the Board of Directors of the corporation showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation
a joint venture	authorized representative of all joint venturers	<ul style="list-style-type: none"> • the name and address of joint venturers on page 27 • document empowering the signatories to execute the proposal and bind the joint venture
an association	authorized representatives of all officers of the association	<ul style="list-style-type: none"> • the name and address of officers on page 28 • document empowering the signatories to execute the proposal and bind the association

Section C

Items To Be Included in Proposals

Purpose

The purpose of the items required for a complete proposal is to provide the Authority with evidence that the Proposer has the necessary qualifications and financial resources to fulfill the conditions of the Agreement. Each Proposer must submit the information stipulated below and for which forms and descriptions are contained in this RFP.

Proposal items

In order for a proposal to be considered complete, it must contain the following items, filled out in their entirety, as applicable:

All of Part 2, Section A - Proposal Support Documents

(pages 16 through 20)

- .. Administrative Items (addenda received filled in)
- .. Letter to Authority Board
- .. Management Plan*
- .. Warranties
- .. Fee Schedule

Applicable Portions of Part 2, Section B - Business Organization

(pages 21 through 26)

- .. In Section B, all Proposers are required to submit a completed *General Information* form, then fill out the remaining forms that pertain to the Proposer's type of business entity (*Example: If business entity is a corporation. Fill out the General Information form and the Corporation Statement*).

All of Part 2, Section C - Qualifications Statement

(pages 27 through 35)

- .. Business Experience
- .. Financial Information
- .. References--form and letter(s) from business references and Proposer's bank(s), at least one bank reference is required
- .. Felony Convictions, if any

Additional Information* (as desired)

- .. Information must be pertinent to the evaluation of the proposal and is limited to 5 pages

* *The management plan and any additional information submitted with the proposal must include the Proposer's name, the date of proposal and the words "ARFF Services Proposal" on each page of the document.*

Items To Be Included in Proposals

(Continued)

Incomplete proposal

Failure to answer all questions completely and furnish all information required, as outlined above, may result in disqualification of the Proposer(s).

Authority right to investigate

The Authority reserves the right to conduct a thorough investigation to verify the qualifications and financial resources of each Proposer.

Section D

Evaluation of Proposals

Evaluation factors

A selection committee will evaluate proposals to determine which Proposer offers the best ARFF Services for the Authority. The selection committee shall use the following criteria, weighted according to the number of points assigned to each criterion, in arriving at its ranking (100 total points available):

1. Qualifications and Relevant Experience - 25 points maximum
Including but not limited to:
 - Demonstrated past and/or current experience
 - Demonstrated past and/or current performance
 - Experience providing ARFF service at Index C airports over the previous five years
 - References
 - Qualifications of key personnel
2. Management Plan - 25 points maximum Including but not limited to:
 - Quality of Service
 - Practices and policies of the organization
 - Management personnel
3. Fee Proposal - 25 points maximum Including but not limited to:
 - Total Cost of Service
4. Additional Factors - 25 points maximum Including but not limited to:
 - Certification as a disadvantaged business enterprise (DBE)
 - Having any special equipment, facilities, or capabilities that would contribute to the success of the operation.
 - Commitment to maintain a provisional paramedic EMS service in accordance with Iowa Department of Health Regulations
 - Commitment to staffing levels that exceed the minimum requirements

Selection of Service Provider

Proposals will be evaluated separately based on the information submitted in the proposal and points will be assigned based on a maximum 100 points as detailed above. The Authority's selection committee will then evaluate all of the proposals to make their recommendation to the Authority's Board for award of the Agreement.

Relative weight Evaluation of the overall proposal will bear more weight than any individual part.

Additional information The Authority may request submission of additional information to assist it in evaluating a proposal. The Proposer shall cooperate fully with such a request and provide requested information within two (2) business days.

Analytical techniques The Authority may employ such analytical techniques and professional consultants for proposal evaluation as it deems necessary.

Board's decision final The Authority Staff intends to recommend award of the Agreement to the Proposer based on the evaluation criteria specified in the RFP. When the Authority's selection committee'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. The Authority Board shall not be required to award the Agreement to the Proposer recommended by the Authority's Selection Committee. The Authority Board retains complete and unfettered discretion to award the Agreement to any of the Proposers. Any decision of the Board shall be final.

The Authority reserves the right to reject any or all incomplete proposals and/or proposals not meeting the requirements of this RFP, including the minimum qualifications as detailed herein prior to any recommendation to the Des Moines Airport Authority Board.

The successful proposer shall enter into a contract with the Authority on forms provided by the Authority, Attachment 1.

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, the Authority Board Chairperson will execute the contract as directed by the Authority Board.

No contract awarded pursuant to RFP shall be assignable by the successful Proposer without the written consent of the Board.

PART 2 Proposal

Overview

Part 2 provides the proposal forms for responding to the Authority's *ARFF Services Agreement Request for Proposal (RFP)* at the Airport.

In this part

Part 2 contains the forms to be submitted with each proposal. The forms are listed in the table below:

Section A	Topic Form	Page
A	Proposal Support Documents -Administrative Items -Letter to the Authority Board -Management Plan -Warranties by Proposer -Fee Proposal	16-20
B	Business Organization -General Information -DBE Participation -Partnership Statement -Corporation Statement -Joint Venture Statement -Association Statement	21-26
C	Qualifications Statement -Business Experience -Financial Information -References -Felony Convictions	27-35

Section A Proposal

Administrative Items

Affirmation

By signing the *Letter to the Authority Board* (page 17) and submitting a complete proposal (items listed on page 11), the Proposer gives the following assurances and information and covenants that the Proposer is fully qualified to provide the required ARFF Services at the Airport. The Proposer further affirms that the following submitted information is true and accurate and may be relied upon by the Authority in evaluating the proposal.

Instructions

Each Proposer shall submit one (1) clearly marked original and two (2) copies, along with one (1) digital version of the proposal on a USB flash drive. Each proposal shall be sealed, clearly marked and contain all the items listed on page 11 of Part 1.

Receipt of addenda

Receipt is acknowledged of the following addenda (Proposer shall list all addenda received and include this page within its proposal):

- 1.
 - 2.
 - 3.
 - 4.
-

Right to negotiate

Proposer acknowledges that Authority retains the right to negotiate any terms and/or conditions of the Agreement prior to execution of the Agreement by the Authority Board.

Required information

The management plan and any additional information submitted with the proposal which are not on the forms provided in Part 2 must include the following information on each page:

Proposer's name
Date of proposal
The words "ARFF Services Proposal"

Letter to the Authority Board

Date: _____, 2019

TO: Authority Board
Des Moines Airport Authority

SUBMITTED BY:

Proposer: _____

Proposer's Company: _____

Mailing Address: _____

City, State, Zip: _____

SUBJECT: PROPOSAL FOR AIRCRAFT RESCUE & FIREFIGHTING (ARFF) AGREEMENT AT DES MOINES INTERNATIONAL AIRPORT

I, the undersigned, acknowledge that I have: carefully read, examined and understand the RFP, the attached draft Agreement and the ARFF Services requested; guarantee our proposal meets or exceeds specifications contained in this RFP document; and warrant that if the proposal is accepted, we will contract with the Des Moines Airport Authority in the form of an ARFF Services Agreement in the form attached and comply with the requirements of the RFP and the executed Agreement. Any exceptions are described in detail and all requested information has been submitted as requested.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other Proposer and that the contents of this proposal including any terms or conditions of said proposal have not been communicated by the undersigned nor any employee or agent to any other Proposer or to any other person(s) engaged in this type of business prior to the official opening of the proposal.

Print Name

Print Title

Signature

Print Name

Print Title

Signature

Print Name

Print Title

Signature

(If the proposal is submitted by a corporation the corporate seal must be affixed to this proposal.)

Seal

Management Plan

Instructions for Management Plan

In place of these pages, each Proposer shall submit with their proposal a separate management plan proposed to support the requirements of the *ARFF Services Agreement* (Attachment 1).

Such management plan shall include, but is not limited to the following topics:

A. Staffing

- i. Key Personnel Assignments/Responsibilities: *Include a one-page resume for each key personnel who would be assigned to provide services at the Airport as well as the Corporate Management Representative.*
- ii. Employment standards: *Describe the organization's process for hiring employees.*
- iii. Pay and Benefits: *Demonstrate that the pay and benefit structure will enable Proposer to attract and retain highly qualified employees.*
- iv. Sample work schedule: *Detail the number of personnel and shift assignments required to service the contract and cover for vacation and sick time.*

B. Operations Plan

- i. Describe the Proposer's ARFF training Curriculum and Recordkeeping methodology
- ii. Describe the safety and training programs the organization has for its employees to ensure compliance with Part 139 Standards.
- iii. Provide copies of Incident and Report writing forms to be used by Proposer
- iv. Provide list of additional services for the Authority's consideration which shall be provided at no additional cost to enhance current services.

C. Personnel policies

- i. Equal employment opportunity practices: Describe the organization's efforts to have a work force that is ethnically and culturally representative of the local population.
- ii. Sexual harassment policy: Describe the organization's policy for responding to instances of sexual harassment by members of its organization.

Information to include

Each page of the management plan shall also include the following:

- Proposer's name
- Date of proposal
- The words "Management Plan" and "ARFF Services Proposal"

Warranties by Proposer

Capability to perform

Proposer has carefully read and fully understands the Agreement and has the capability to carry out all the responsibilities set forth therein.

Qualifications statement

The accompanying *Qualifications Statement* forms (Section C) has been completed to the best of Proposer's abilities.

Authority right to investigate

By submission of this proposal, Proposer acknowledges that the Authority has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the *Qualifications Statement*. Proposer authorizes the release of any and all information sought in such inquiry or investigation to the Authority.

Genuine proposal

Proposer declares the following by the submission of this proposal:

The proposal is not made in the business or financial interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation

The Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal, and has not directly or indirectly colluded or agreed with any to submit a sham proposal or to refrain from submitting a proposal

The Proposer has not, directly or indirectly, divulged information or data relative to his/her proposal to any other person, partnership, corporation or association, except to such person or persons that have a business or financial interest in the Proposer's general business.

Fee Proposal

Fee Proposal

As full compensation for the provision of ARFF services described in this solicitation, Contractor submits the following fee proposal shown below.

Agreement Year 1 (2019-2020) Annual Fee = \$ _____

Agreement Year 2 (2020-2021) Annual Fee = \$ _____

Agreement Year 3 (2021-2022) Annual Fee = \$ _____

Total (2019-2022) \$ _____

Agreement Year 4 (2022-2023) Annual Fee = \$ _____

Agreement Year 5 (2023-2024) Annual Fee = \$ _____

Total (2019-2024) \$ _____

Section B Business Organization

General Information

Instructions

For Section B, all Proposers are required to submit a completed *General Information* form and then fill out the remaining forms that pertain to the Proposer's type of business entity (*Example: If business entity is a corporation fill out the General Information form and the Corporation Statement*).

Business information

Fill in the following information **exactly** as it is to appear on the Agreement; if operating under a fictitious name, so indicate.

Name of Firm: _____

Business Purpose of Proposer: _____

Principal Office Address: _____

Telephone #: _____

Facsimile #: _____

Form of business entity

Please check the box that describes your business entity.

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other |
-

DBE Participation

**Airport
Concession
Disadvantaged
Business
Enterprise
(ACDBE)
Program:**

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The Concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 40 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Partnership Statement

Partnership information

If your business is operating as a partnership, please provide the following information.

Date of Organization: _____

Type of Partnership: ___ General ___ Limited

Business Purpose of Partnership: _____

Is Partnership Agreement recorded: Yes No

Recorded: _____ _____ _____ _____ _____
 Date Book Page County State

Has the Partnership done business in Iowa? Yes No

If so, when? _____

General Partners' information

Please provide the following information for each General Partner.
 (Attach additional pages, if necessary.)

General Partner's Name and Address	% of Ownership

Corporation Statement

Corporation information

If your business is operating as a corporation, please answer the following questions:

When incorporated? _____

Where incorporated? _____

Is the corporation authorized to do business in Iowa?

Yes No

If yes, as of what date? _____

Is the corporation held: Publicly? Privately?

Directors' information

Please supply the following information for each and every Director. (Attach additional pages, if necessary.)

Director's Name and Address	Principal Business Affiliation (Other than Proposer's Directorship)

Officers' information

Please supply the following information for each officer. (Attach additional pages, if necessary.)

Officer's Name	Position

Action required

Please attach a certified copy of the relevant portion of the bylaws or resolution of the Board of Directors of the corporation showing the authority of the Officer signing the proposal to execute contracts on behalf of the corporation.

Joint Venture Statement

Joint venture information

If your business is operating as a joint venture, please provide the following information.

Is Joint Venture Agreement recorded? Yes No

Recorded: _____
 Date Book Page County State

Purpose of Joint Venture: _____

Has Joint Venture done business in Iowa? Yes No

When? _____

Ownership information

Provide the name and address of each Joint Venturer and percentage of ownership of each. (Attach additional pages, if necessary.)

Joint Venturer's Name and Address	% of Ownership

Action required

Please attach the document empowering the signatories to execute the proposal and bind the joint venture.

Association Statement

Association information

If the organization submitting the proposal is operating as an Association, please provide the following information.

Is Association registered with the State of Iowa?

Yes No

Purpose of Association: _____

Has the Association done business in Iowa?

Yes No

When? _____

Officers' information

Provide the name and address of each Officer. (Attach additional pages, if necessary.)

Officer's Name and Contact Information	Position Currently Held

Action required

Please attach the document empowering the signatories to execute the proposal and bind the Association. Also include the Association bylaws, if applicable.

Section C Qualifications Statement

Business Experience

**ARFF
experience**

The Proposer has managed or operated ARFF services meeting FAR Part 139 Index at the following Index C Airports:

Date:

From _____ To _____

Location: _____

Contact's Name: _____

Contact's Phone number: _____

Date:

From _____ To _____

Location: _____

Contact's Name: _____

Contact's Phone number: _____

(use additional sheet for other locations not to exceed five (5) total locations)

**Proposer's
operating name**

The Proposer has operated under its current name since _____
a period of years and _____ months, and the Proposer (if such be the case) formerly
operated under the name: _____

Business Experience

(Continued)

Proposer's unsuccessful operations

The Proposer has been unsuccessful in retaining its ARFF Service agreement at the following locations during the past five (5) years (list all sites where agreements have expired or been terminated, whether or not the Proposer sought a subsequent contract).

Current litigation

The Proposer is is not currently involved in litigation. (If the answer is in the affirmative, please identify the business location and give such information as is required to explain the circumstances.)

Financial Information

Disclosure of financial information

In the event the Proposer requests that the Des Moines Airport Authority receive and maintain any of the following financial information in confidence, the Proposer understands that the Authority has reservations as to whether any such information may be exempt from disclosure under the Iowa Open Records Act, Iowa Code Chapter 22.

The Proposer agrees that the Authority may make such disclosure or reproduction of such financial information as is deemed necessary or convenient by the Authority, its officers, agents, or employees, for the Authority's use in proposal evaluation and comparison; provided however, if any person makes a request as contemplated by the Open Records Act to review or be provided with copies of such financial information or any part thereof, and the Authority denies such requests, immediately upon notification thereof, the Proposer agrees to defend the Authority and its officers, agents, and employees against any action resulting from denial of such request and agrees to hold the Authority and its officers, agents and employees harmless from any costs, expenses and damages that may result.

If the Proposer fails to promptly provide such defense, the Authority, its officers, agents, and employees shall be free to grant such requests, and the Proposer shall be deemed to have waived any cause of action whether in law or in equity, that it may have against the Authority respecting such disclosure.

Hold harmless

The Proposer agrees it shall indemnify and hold harmless the Authority, its officers, agents, and employees from any and all claims, costs, liabilities, or damages, including attorney's fees and court costs resulting from the Authority's or Proposer's acts or omissions pursuant to its disclosure under the Iowa Open Records Act.

Submittal of financial statements

For the purpose of establishing a clear picture of the Proposer's financial capability and current fiscal operating position, the Proposer must provide evidence of financial capabilities to perform all phases of the services called for in the RFP.

Financial Information

(Continued)

Bond or surety cancelled or forfeited

The Proposer has has never had a bond or surety cancelled or forfeited. If the response is in the affirmative, state the following:

Name of Bonding Company: _____

Date cancelled: _____

Amount of Bond: _____

Reason for cancellation or forfeiture: _____

Bankruptcy

The Proposer has has never been adjudged a bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13). If the response is in the affirmative, state the following:

Date petition filed: _____

Case number and jurisdiction: _____

Amount of liabilities and debts: _____

Date of discharge or successful completion of reorganization or wage earner's plan: _____

Current status: _____

Financial Information

(Continued)

Unfavorable audit

The Proposer has has never received an unfavorable audit of its financial performance in conjunction with contractual agreements. Unfavorable here is defined as an error in payment equal to or in excess of three percent. If the response is affirmative, please state the following:

Name of Business: _____

Location of business: _____

Date of audit: _____

Explanation of audit discrepancy: _____

References

Business references

The Proposer submits herewith the following list of persons or firms (at least two) with whom the Proposer has conducted financial transactions crucial to its business during the past two years and who may be contacted by the Authority. If firms are used, give the name of the department and/or person whom we may contact.

Proposers are to attach a letter of reference from each of the persons or firms listed below.

Business Reference #1

Name: _____

Title: _____

Firm/Department: _____

Address: _____

Phone: _____

Business Reference #2

Name: _____

Title: _____

Firm/Department: _____

Address: _____

Phone: _____

References

(Continued)

Business references, continued

Business Reference #3

Name: _____

Title: _____

Firm/Department: _____

Address: _____

Phone: _____

Bank references

The Proposer herewith submits a letter from each of the following bank references indicating the Proposer's credit standing and the Proposer's ability to undertake the operation of the proposed Agreement.

*Important: At least **one** bank reference and letter shall be submitted.*

Bank Reference #1

Bank

Name: _____

Branch: _____

Address: _____

Phone: _____

References

(Continued)

**Bank references,
continued**

Bank Reference #2

Bank

Name: _____

Branch: _____

Address: _____

Phone: _____

Bank Reference #3

Bank

Name: _____

Branch: _____

Address: _____

Phone: _____

Felony Convictions

Felony convictions

The Proposer submits herewith the following information on felony convictions. State on the next page if any of the management/officers of the organization and on-site management team proposed for the Authority have been convicted of any felonies in the last ten (10) years.

The Proposer submits herewith the following information on felony convictions (for the individual if Proposer is an individual, for each General Partner if the Proposer is a partnership, for each Joint Venture party if Proposer is a joint venture, for each Corporate Officer if Proposer is a corporation, for each Officer if Proposer is an Association).

The Proposer has has not

had any felony convictions. If the answer is "has", provide the information below.

Name	Date	Offense	Disposition

Evaluation of information

The Proposer agrees that the Authority's evaluation of the Proposer's responsibility under this proposal will include an evaluation of the information furnished above, for the purpose of determining whether the ARFF Services as proposed by the Proposer would be operated in a law-abiding manner and in a manner not subjecting Authority or the public to risk of harm or criminal, deceitful, or otherwise unethical practices.

Authorized to conduct business

The Proposer hereby affirms that the Proposer is authorized to conduct business in the State of Iowa.

Additional Terms

PROPOSALS NOT CONFIDENTIAL. 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:

22.7 (3). Trade secrets which are recognized and protected as such by law.

22.7 (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 may be awarded against it as a result of complying with the Proposer's request for confidentiality.

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

TITLE VI SOLICITATION NOTICE. The Des Moines Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Appendix A
VEHICLE EQUIPMENT LIST

Oshkosh Striker 1500

1	Pick head axe	1	Flat head axe
1	Halligan	1	SCBA with bottle
3	Spare SCBA bottles	2	Hand lanterns
1 box	Large medical gloves	300'	1-3/4" hose
2	Nozzles	4	Spanner wrenches
2	Hydrant wrench	1	2-1/2" to 1-3/4" gated wye
1	2-1/2" to 1-3/4" reducer	1	Storz to female
1	Johnson bar	2	Truck wheel chocks
2	Aircraft wheel chocks	1	25' LDH
25'	3" supply line	1	Halotron fire extinguisher
3	Push brooms	1	25' drop cord
1	Bucket floor dry	2	Portable tripod scene lights
1	Sledge hammer	2	Shovels
1	Gas powered hydraulic pump	1	Hydraulic hose
1	Hydraulic combi-tool	1	Porta-power kit
1	Hatchet	1	Rubber cone plug kit
1	Zeus tool	1	Air hose
1	Safety belt	1	Gas can
1	Four-way electric junction box	2	LDH spanners
1	Red EMS bag	2	Trauma dressings
1	Blood pressure cuff	1	Stethoscope
2	Survival blankets	1	Forcep
1	10 ML saline flush	1	Safety glasses
1	Glucometer	6	Lancets
4	Alcohol prep pads	9	2X2 Sponges
1	Portable suction	1	CAT tourniquet
1	Trauma shears	1	Oropharyngeal airway kit
1	Bottle irrigation solution	1	Bulb suction syringe
1	Tweezer	3	Hot packs
3	Cold packs	2	SAM splints
2	Triangle bandage	2	Coban
3	4" Roller gauze	1	Box band aids
1	Pen light	1	Box sting wipes
4	ADB pads	13	4X4 sponges
1	24' Ladder	1	Tool roll bag
1	bolt cutter	1	Crow bar

Oshkosh Striker 1500 continued...

1	Adjustable wrench	1	Side cut pliers
1	Tin snips	1	Hydrant wrench
1	Hacksaw & blades	1	#1 Phillips screwdriver
1	#2 Phillips screw driver	1	#3 Phillips screw driver
1	#2 Stubby Phillips screw driver	1	3/8" Regular screw driver
1	1/4" X 6" Regular screw driver	1	1/4" Regular screw driver
1	3/16" Regular screw driver	1	5/16" Regular screw driver
1	Smart triage kit	1	2016 ERG

Oshkosh Striker 3000

4	Hand lanterns	1	Halligan
1	Flat head ax	1	Box medium medical gloves
1	SCBA with bottle	4	Spare SCBA bottles
2	Smart triage kit	1	Hot pack
1	Cold pack	1	Triangle bandage
1	SAM splint	1	Emergency blanket
1	Box band aids	1	Blood pressure cuff
1	Stethoscope	1	Trauma dressing
1	Infection control kit	2	ABD pads
1	Bio bag	1	Sharp shuttle
1	Trauma shears	3	1-1/2" tape
3	4" Roller gauze	2	10 ML flush
14	2X2 Sponges	4	4X4 Sponges
10	Ammonia inhalants	1	CAT Tourniquet
3	Sani wipes	1	Coban
11	3X3 Sponges	1	2" roller gauze
1	Oropharyngeal airway kit	1	Bottle irrigation solution
1	2-1/2" to 1-3/4" gated wye	1	2-1/2" to 1-3/4" reducer
300'	1-3/4" hose	2	Nozzles
2	Truck wheel chocks	4	Spanner wrenches
2	Hydrant wrenches	4	LDH wrenches
1	Storz to female	100'	3" hose
1	Halotron extinguisher	1	PKP extinguisher
1	Ansul extinguisher	1	Sledge hammer
1	Bolt cutter	1	Class D fire extinguisher
75'	LDH	1	25' Drop cord
1	50' Extension cord	3	Electrical pigtails
1	K-12	1	Crash axe
1	Zeus tool	1	Sawzall

Oshkosh Striker 3000 Continued...

1	Pack sawzall blades	1	25' Extension ladder
1	25' Little Giant ladder	1	12' Pike pole
1	2016 ERG		

Oshkosh 1500

1	Box medium medical gloves	1	2016 ERG
1	SCBA with bottle	1	Spare SCBA bottle
1	Hand lantern	1	Piercing nozzle
1	Smart triage kit	2	Nozzles
300'	1-3/4" Hose	1	2-1/2" to 1-3/4" Gated wye
1	2-1/2" to 1-3/4" reducer	2	Storz to female
2	Hydrant wrenches	2	Spanner wrenches
2	Pick axes	1	Zeus tool
1	Ansul extinguisher	1	Bolt cutter
25'	LDH	50	3" supply line
2	Truck wheel chocks		

F-550 Command Vehicle

1	Bottle hand sanitizer	1	4 Gas meter
1	Thermal image camera	2	Long back boards
1	KED board	1	Pipe wrench
1	Zues tool	1	Rope bag with rope
3	Bags floor dry	1	5-Gal bucket floor dry
21	Absorbent pads	2	Booms
1	Pick ax	1	SCBA with bottle
2	Truck wheel chocks	1	Aircraft wheel chock
1	10' Pike pole	2	Spanner wrenches
1	Hydrant wrench	300'	1-3/4" Hose
2	Nozzles	1	Water can extinguisher
25'	LDH	50'	3" Hose
1	Smart triage kit	1	Command board
2	Hand lanterns	1	Box large medical gloves
1	Box medium medical gloves	1	Box XL medical gloves
1	Soft cot	2	OB kits
2	Burn sheets	12	N-95 Masks
10	LBB straps	4	Head beds
4	Adult C-collars	2	Pediatric C-collars
1	Roll 3" tape	1	Blue bag
1	Green O2 bag	1	Bottle of oxygen

F-550 Command Vehicle continued...

1	Oralpharyngeal airway kit	1	Bulb syringe
1	Pediatric NRB mask	1	Pediatric cannula
1	Infant face mask	1	Manual suction
1	Intubation roll	1	Large magill
1	Medium magill	1 ea	Miller 0, 1, 2, 3, & 4
1 ea	MAC 2, 3, & 4	1	Bite block
1	10 ML syringe	1	Adult Laryngoscope
1	Pediatric laryngoscope	1	14 Fr stylet
1	15 Fr bougie	6	Roll 1-1/2" tape
1 ea	ET 3, 3.5, 4, 4.5, 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5		
1	Colormetric	2	ET holders
1	Nasopharyngeal kit	1	Adult NRB
2	Adult cannulas	1	Nebulizer
1 ea	King LT 3, 4, & 5	1	Adult BVM
1	Infant BVM	1	Red EMS bag
1	Blood pressure cuff	1	Stethoscope
1	Glucometer	1	Thermometer
1	Pen light	1	Plano box
2	Fentanyl (100mcg/2ML)	2	Midazolam (5MG/5ML)
1	Bottle ASA	12	Alcohol prep pads
2	1 ML syringe with needle	2	Mucosal atomization device
1	3 ML syringe	4	5 ML syringes
3	18 GA hypodermic needles	2	Filter needles
1	Sodium Bicarbonate (84 MG(50 mEq) 50 ML)		
1	50% Dextrose 25 grams (0.5/ML)	1	Atropin sulfate (0.1 MG/ML)
4	Epinephrine (1 MG/ML)	1	Glucose
1	Large cari-jet	6	Small cari-jet
2	Albuterol	1	Nitroglycerin spray
2	Magnesium sulfate (2 ML)		
2	Naloxone Hydrochloride (2ML (1MG/ML)		
2	Ondansetron (4MG/2ML)	1	Epinephrine (1MG/1ML)
2	Diphenhydramine	2	Adenosine (12MG/4ML)
3	Amiodarone (3ML)	1	IV Bag
1	1,000 ML bag normal saline	2	16 GA IV catheters
3	18 GA IV catheters	3	20 GA IV catheters
2	22 GA IV catheters	3	IV start kits
2	10 Drop IV administration set	2	Lidocaine 100MG (20MG/ML)
8	10 ML Saline flushes	1	15 MM, I/O needle
1	25 MM, I/O needle	1	45 MM, I/O needle

F-550 Command Vehicle continued...

1	10 ML syringe	1	EZ stabile
1	Pressure infuser	1	EZ I/O gun
1 ea	S Adult, Lrg Adult, & Child Blood pressure cuff		
2	Sharp shuttles	1	Trauma dressing
3	ABD pads	16	4X4 Sponges
1	Broselow tape	24	2X2 Sponges
1	SAM splint	1	4" Roller gauze
1	Lrg sterile gloves	1	20 ML syringe
2	14 Ga X 3.25" Decompression needle	1	Ink pen
2	Povidone - Iodine swab sticks	2	Sterile burn dressings
1	Chest seal	1	CAT tourniquet
3	Triangle bandages	1	Coban
1	Ring cutter	1	Forcep
2	Hot packs	2	Cold packs
5	Lancets	20	Glucometer strips
7	Band aids	1	2016 ERG

Appendix B QUALIFICATIONS

Fire Chief

CERTIFICATIONS: Firefighter I & II or higher, Fire Officer I & II or higher, Haz-Mat Operations Level or higher, Emergency Medical Technician, NIMS/ICS Management Certifications

EXPERIENCE: Minimum of 10 years' experience in an airport, municipal and/or military emergency service. Minimum of 5 years in a supervisory position.

EDUCATION: Bachelor's degree or equivalent professional experience. Graduate of Executive Officer or Leadership program preferred.

Fire Captain

CERTIFICATIONS: Firefighter I or higher, Fire Officer I or higher, Haz-Mat Operations Level or higher, Emergency Medical Technician, NIMS/ICS Management Certifications

EXPERIENCE: Minimum of 5 years' experience in an airport, municipal and/or military emergency service.

EDUCATION: Associates degree or equivalent professional experience acceptable to the Executive Director.

Firefighter

CERTIFICATIONS: Firefighter I or higher, Emergency Medical Technician, NIMS/ICS Certifications

EXPERIENCE: Minimum of 1 years' experience in an airport, municipal and/or military emergency service.

EDUCATION: Associates degree or equivalent professional experience acceptable to the Executive Director.

**Attachment 1
ARFF
AGREEMENT**

AGREEMENT FOR AIRCRAFT RESCUE AND FIREFIGHTING SERVICES

DES MOINES INTERNATIONAL AIRPORT

DES MOINES AIRPORT AUTHORITY
DES MOINES INTERNATIONAL AIRPORT
5800 FLEUR DRIVE, ROOM 207
DES MOINES, IOWA 50321-2854
PRO-TEC FIRE SERVICES, LTD.

AGREEMENT FOR
AIRCRAFT RESCUE AND FIREFIGHTING SERVICES

DES MOINES INTERNATIONAL AIRPORT
DES MOINES, IOWA

This Agreement is made on _____, between the Des Moines Airport Authority, ("Authority") and _____ a corporation incorporated under the laws of the state _____ and qualified to do business in the state of Iowa, with its principal place of business in _____ ("Contractor").

RECITALS

Authority owns and operates the Des Moines International Airport ("Airport") and requires Aircraft Rescue and Firefighting Services ("ARFF") to maintain commercial flight operations.

Authority distributed a Request for Proposals ("RFP") seeking a qualified provider of ARFF services.

In response to Authority's RFP, Contractor submitted a Proposal dated _____ ("Proposal").

Authority's evaluation committee assessed all proposals received, and determined Contractor's to be the best overall proposal.

Contractor warrants that it is able and experienced in performing and managing ARFF services and maintaining ARFF facilities at commercial service airports, and is ready, willing and able to undertake and manage the Airport ARFF services and facilities.

Therefore, the parties agree as follows:

Article 1
DEFINITIONS

1.01 Definitions.

The following words and phrases, wherever used in this Agreement, have the following meanings:

- (a) "Airport" means the Des Moines International Airport.
- (b) "ARFF Facility" means the building designated as Building 70 on the Airport Layout Plan.
- (c) "Authority Board" means the Des Moines Airport Authority Board.
- (d) "Executive Director" means the Executive Director of the Authority or his or her authorized representative.

- (e) "FAA" means the Federal Aviation Administration of the United States Government or any federal agencies succeeding to its jurisdiction.
- (f) "FAR" means Federal Aviation Regulations adopted by the FAA and published at title 14 Code of Federal Regulations ("CFR").
- (g) "Proposal" means the response submitted by Contractor to the Authority's request for proposals for ARFF services.
- (h) "Rules and Regulations" means rules and regulations promulgated by the Authority Board for the orderly use of the Airport, and the rules, regulations and mandates of the FAA and other federal and state agencies that are binding on Contractor, all as they may be amended from time to time.
- (i) "Transportation Security Administration" (TSA) means the Transportation Security Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.
- (j) "TSR" means Transportation Security Regulations adopted by the Transportation Security Administration of the U.S. Government or federal agencies succeeding to its jurisdiction.

1.02 Agreement.

This Agreement includes: (a) this document, Agreement for Aircraft Rescue and Firefighting Services, including the recitals and the exhibits; (b) the Request for Proposals, including its exhibits, attachments and addenda; and (c) the Contractor's Proposal dated _____. 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, then the order of precedence is the order listed in this section.

Article 2 PURPOSE

2.01 Description of Services.

- (a) The intent of this Agreement is to provide for the Contractor's completion in every detail of the services generally described in this Agreement. Contractor warrants that all services performed will be consistent with the professional standards of skill, care and diligence exercised by entities licensed to provide and regularly providing comparable services and work on facilities of similar size and complexity and in compliance with applicable laws, rules, regulations and codes.
- (b) Contractor shall provide management services, equipment, and personnel necessary to efficiently provide ARFF services at the Airport meeting FAR Part 139 Index C requirements on a 24-hour basis.

- (c) Contractor shall establish at the Airport a nontransport emergency medical service (EMS) at the Iowa Emergency Medical Technician – (EMT) service level in accordance with Iowa Department of Public Health EMS Requirements. Contractor must obtain the services of a medical director and is responsible for all associated costs.
- (d) All Contractor personnel must maintain at least an EMT certification. Contractor is responsible for all training costs associated with establishing and maintaining a nontransport Iowa EMT level EMS service.
- (e) The Authority will purchase or reimburse Contractor for medical equipment, supplies, and medication necessary to establish and maintain an EMT level service. Contractor shall maintain a sufficient stock of medical supplies and unexpired medication necessary for a EMT level service.

2.02 Modification of Services.

- (a) If the Airport is reclassified to a different ARFF index or if FAA modifies the requirements for ARFF service, Authority has the right to amend this Agreement to increase or decrease the number and qualifications of personnel and hours of service and negotiate a modification in the price.
- (b) The Authority may, from time to time, make changes within the general scope of this Agreement, in the work and services to be performed by Contractor, or in the timing or location of such work and services. If any change causes an increase or decrease in the cost to Contractor, an equitable adjustment will be made to the fee as may be negotiated between the parties.

Article 3

TERM OF AGREEMENT

- (a) Initial Term. The term of this Agreement is for a period of three (3) years beginning at 12:01 a.m. on October 1, 2019 and ending at midnight on September 30, 2022.
- (b) Optional Terms. At the expiration of the Initial Term stated in Section 3(a) the Authority has the right to extend the initial term for two additional one (1) year periods by giving Contractor at least 60 days written notice prior to the end of the then existing term of its intent to extend the term for an additional year.
- (c) Contractor shall at the termination of this Agreement, however such termination may be brought about, quit and surrender the ARFF Facility and restore it to the same condition as when Contractor originally occupied the Facility, subject to normal wear and tear.
- (d) At the termination of this Agreement, Contractor shall cooperate in every way possible with the succeeding contractor to ensure that there is a safe and expedient transition of ARFF services and that the Authority and the public will not be inconvenienced by the change of contractors.

Article 4
CONTRACTOR COMPENSATION

As full compensation for the provision of the materials, personnel, equipment and services provided for in this Agreement, Authority shall pay Contractor the annual fee shown below.

Agreement Year 1 (2019-2020) Annual Fee = \$ _____
Agreement Year 2 (2020-2021) Annual Fee = \$ _____
Agreement Year 3 (2021-2022) Annual Fee = \$ _____
Agreement Year 4 (2022-2023) Annual Fee = \$ _____
Agreement Year 5 (2023-2024) Annual Fee = \$ _____

For services rendered, Contractor may invoice Authority monthly for one-twelfth of the annual fee. Authority shall pay the invoice within 30 days of receipt.

Article 5
MUTUAL AID

The Authority may negotiate with other government agencies regarding the provision of mutual aid to surrounding communities. Contractor shall assist the Executive Director in amending, developing, and implementing mutual aid agreements and the Airport Emergency Plan required by FAR Part 139.

Article 6
VEHICLE MAINTENANCE AND RESPONSIBILITY

6.01 Vehicle Maintenance.

At all times Contractor shall maintain the interior and exterior of vehicles in a safe, clean, sanitary, attractive, and fully functional condition. Authority is responsible for the mechanical maintenance and repair of the ARFF vehicles, including, for example, oil changes and tune ups. Contractor shall notify Authority immediately if a vehicle is inoperative or otherwise in need of maintenance or repair.

6.02 Vehicle Fueling.

Contractor shall be responsible for fueling vehicles at the fueling stations on the Airport. Contractor shall be responsible for all environmental compliance relative to vehicle fueling and operation.

Article 7
MAINTENANCE OF AIRPORT ARFF FACILITY

At all times, Contractor shall maintain the ARFF Facility, equipment and the immediate area in a safe, neat, clean and orderly condition, and in good order and repair. Contractor is responsible for daily cleaning and trash pick-up in and around the ARFF Facility and for routine maintenance and upkeep of the ARFF Facility. Contractor shall provide all housekeeping items and supply such items as light bulbs, restroom supplies, and janitorial supplies. Contractor shall supply the ARFF Facility with all furniture, furnishings, bed coverings, pillows, blankets, sheets, and towels and shall be responsible for their cleanliness.

Article 8
RIGHT TO INSPECT AND MAKE REPAIRS

Authority has the right to enter the ARFF Facility to:

- (a) Inspect the ARFF Facility at any time to determine whether Contractor has complied and is complying with the terms of this Agreement.
- (b) Perform non-routine maintenance and make repairs, replacements and improvements.

Article 9
STANDARDS OF SERVICE AND PERSONNEL

9.01 Employees.

Contractor shall employ honest, competent, and courteous personnel to work at the Airport. Proposer shall train, supervise and maintain proper surveillance over all its employees to ensure their integrity and the maintenance of an honest and high standard of service to the public, which standard will be determined at the sole discretion of the Executive Director. All new hires will be badged for Secured Area work and must pass the background checks required for the appropriate Authority security badge.

9.02 Qualifications.

Contractor shall conduct employee development, including programs for the comprehensive orientation and training of new employees and the ongoing development of existing employees.

9.03 Conduct.

Contractor shall control the actions of its employees and, as allowed by law or any collective bargaining agreement, terminate from employment at the Airport any employee whose conduct the Executive Director finds detrimental to the best interests of the Authority, the Airport, or the general public. Contractor's employees, while on duty, shall wear neat, clean, and properly cared for uniforms.

9.04 Independent Contractor.

Contractor agrees that no authority has been conferred upon it by the Authority to hire any person or persons on behalf of the Authority, and the Authority undertakes no obligation of any sort to Contractor's employees. It is understood that Contractor shall select, engage, and discharge its employees, agents or servants and otherwise direct and control their services. It is further understood that for all purposes of this Agreement, Contractor is an independent contractor and, as such, Contractor agrees to comply with and shall be responsible for all requirements of Federal, State and Local laws and regulations, including Workers' Compensation.

Article 10 ENVIRONMENTAL REGULATIONS

10.01 Environmental Representations.

Notwithstanding any other provisions of this Agreement, Contractor acknowledges that certain properties and uses of properties within the Airport are subject to environmental regulations. Contractor agrees to observe and abide by these regulations in its use of the Airport in addition to any and all other Agreement requirements and any other covenants and warranties of Contractor. Contractor shall comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting environmental and natural resources and all rules and regulations promulgated or adopted as they may from time to time be amended and accepts full responsibility and liability for such compliance.

10.02 Violations.

Contractor shall within 24 hours of receipt, deliver a copy to the Authority of all notices that Contractor receives from any governmental agency or third party concerning a claim or a notice of violation regarding environmental regulations. Violation of any part of the provisions of this Article or disposition by Contractor of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, sewage or any other materials in violation of the provisions of this section will be deemed to be a default under this Agreement and, unless cured within 10 days of receipt of a notice to cure from Authority, be grounds for termination of this Agreement, and will also provide Authority grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Agreement.

10.03 Fines Resulting from Violations.

Contractor is responsible for the payment of any and all fines, costs, penalties and the like imposed as a result of its non-compliance with federal, state, or local regulations, statutes, or laws in effect now or in the future concerning the protection of the environment.

10.04 Storm Water Regulations.

Contractor agrees to abide by all federal, state, and local regulations, statutes, and laws in effect

now or in the future concerning storm water requirements. Contractor shall ensure compliance with the terms and conditions of the Authority's National Pollutant Discharge Elimination System Permit, in its current form and as it may be amended or reissued, and the terms of the storm water pollution prevention plan(s) developed under the NPDES permit.

10.05 Chemicals.

Contractor will observe OSHA 1910.1200, Iowa Code Chapter 89B, and 875 Iowa Administrative Code, Chapter 110, Sec. 110.5, which require employers to maintain Safety Data Sheets (SDS) for all chemical-containing products to which its employees are exposed. If there is a question concerning whether a SDS is needed for a particular product, contact the Authority's Contracts Manager at (515) 256-5100. Chemical-containing products include certain office supplies such as "white out", toner, etc.

Article 11 INSURANCE AND INDEMNIFICATION

11.01 General.

Contractor shall purchase and maintain throughout the term of this Agreement the insurance required in Attachment 2 of the RFP to protect Contractor and Authority throughout the duration of this Agreement.

- (a) **Proof of Insurance:** The Contractor shall provide to the Authority Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through H utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement 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 shall be submitted with the Certificates of Insurance. Written notifications shall be sent to: Des Moines Airport Authority, Executive Director, Room 207, 5800 Fleur Drive, Des Moines, Iowa 50321.

These endorsements must be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required. Contractor may not operate under this Agreement until all required certificates and endorsements have been submitted and approved by Authority. All certificates and endorsements shall be submitted to the Executive Director at least 14 days prior to the effective date of this Agreement.

- (b) **Changes in Coverage Limits:** If during the term of this Agreement Authority determines that the limits of coverage are insufficient through either changed circumstances or erosion due to other losses, Authority shall provide Contractor with 60 days written notice of any required changes. Contractor shall submit to the Executive Director new Certificate(s) of Insurance indicating that the required changes have been effected.

11.02 Indemnification.

- (a) To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Authority, its appointed officials, employees, volunteers and others working on behalf of Authority from and against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from Authority, its appointed officials, employees, volunteers and others working on behalf of Authority, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the work and/or services provided by Contractor to Authority pursuant to the provisions of this Agreement. It is the intention of the parties that Authority, its appointed officials, employees, volunteers and others working on behalf of Authority will not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by Contractor, its officers, employees, subcontractors, and others affiliated with Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by Contractor pursuant to the provisions of this Agreement, except for and to the extent caused by the negligence of Authority.
- (b) Contractor expressly assumes full responsibility for any and all damage or injuries which may result to any person and property by reason of or in connection with the work and/or services provided by Contractor to Authority pursuant to this Agreement, and agrees to pay Authority for all damages caused to Authority's premises or property resulting from the activities of Contractor, its officers, employees, subcontractors, and others affiliated with Contractor.
- (c) Contractor represents that its activities pursuant to the provisions of this Agreement will be performed and supervised by adequately trained and qualified personnel, and Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with Contractor to observe all applicable safety rules.

11.03 Waiver of Subrogation Provision.

To the fullest extent permitted by law, Contractor hereby releases the Authority, including its elected and appointed officials, agents, employees and 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 elected and appointed officials, agents, employees and volunteers, and others working on its behalf.

Article 12 INSPECTIONS AND RECORDS

12.01 Inspections.

Contractor shall regularly and routinely inspect Airport premises from the standpoint of fire or hazard potential in accordance with FAR Part 139, the National Fire Protection Association, and the City of Des Moines fire code and recommend corrective action in writing whenever necessary. Contractor shall document in writing follow-up inspections to ensure corrective action. Contractor shall submit the reports to the Executive Director.

12.02 Records.

- (a) Contractor shall develop reporting forms, including training records, log books and all other records, relating to ARFF functions. These records are to be kept at the ARFF Facility and made readily available for inspection by the Executive Director and the FAA. The reports must include all accidents, incidents, safety inspections and any safety violations related to ARFF occurring at the Airport. The Contractor shall ensure that complete and proper reports are submitted, as requested, to the Executive Director.
- (b) The Executive Director has the right to require the Contractor to maintain additional information concerning the performance or activities of the Contractor or its employees to comply with new or expanded information or record keeping required by local, state or federal agencies.

Article 13 ASSIGNMENT

13.01 Contractor shall not, at any time, assign this Agreement or any part of it, without the prior written consent of Authority. The failure to obtain approval will be cause for immediate termination of this Agreement.

13.02 Transfer of Stock. A transfer of more than 50% of Contractor's corporate stock, or a transfer of more than 50% of the control of Contractor to another individual or entity, is considered an assignment of this Agreement and Authority's prior written approval of such transfer is required. This provision will not apply if the transfer is to an existing shareholder of Contractor or when Contractor's corporate stock is traded on the New York Stock Exchange or the NASDAQ Exchange.

13.03 Change in Corporate Name. Contractor shall notify Authority in advance of any change in corporate name or adoption of any trade name.

13.04 Subcontracting. Contractor shall not subcontract for the provision of any management or operation services under this Agreement without the prior written consent of Authority.

Article 14 TERMINATION

14.01 Termination for Default.

The Authority may, after giving the Contractor 10 days' written notice, except in the event of an emergency as determined by the Authority in which case the Authority need not give any advance notice, terminate this Agreement for default upon the occurrence of any of the following events as determined by the Authority:

- (a) Contractor fails to perform the services in accordance with this Agreement including, but not limited to, failure to supply sufficient qualified staff or failure to perform the services promptly and diligently;
- (b) Contractor makes a general assignment for the benefit of creditors;
- (c) Contractor violates in any material way any provisions of this Agreement;
- (d) Contractor admits in writing an inability to pay its debts generally as they become due;
- (e) A trustee, receiver, custodian, or agent of the Contractor is appointed under applicable law or under contract to take charge of property of the Contractor or for the purpose of general administration of such property for the benefit of the Contractor's creditors;
- (f) Contractor commences a voluntary action under any chapter of the United States Bankruptcy Code as now or hereafter in effect or if Contractor takes any equivalent or similar action by filing a petition under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- (g) A petition is filed against the Contractor under any chapter of the United States Bankruptcy Code as now or hereafter in effect at the time of filing or a petition is filed seeking any equivalent or similar relief against the Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- (h) Contractor fails to provide and maintain the insurance required pursuant to Article 12; or
- (i) Contractor fails to provide and maintain the bond required by Article 13.

14.02 Final Decision.

The decision of Authority as to any matters in this Article will be final and conclusive and Authority will not be liable for any loss or damage to Contractor by reason thereof, or for the

payment of any compensation to Contractor following termination.

14.03 Termination by Contractor for Cause.

If, through no act or fault of Contractor, the Authority fails to act on any request for payment of an undisputed amount within 45 days after a notice to cure is submitted to Authority, Contractor may, upon 180-days' written notice to the Authority, terminate this Agreement and recover from the Authority payment for all services performed by Contractor to the date of termination. The provisions of this section do not relieve Contractor of its obligations to perform the services in accordance with this Agreement and without delay during disputes with the Authority.

Article 15 FAA PROVISIONS

15.01 Subordination To Agreements

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the Authority and the United States of America or the state of Iowa relative to the operation, maintenance, development, or administration of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or to the expenditure of federal or state of Iowa funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, and as said act may be amended from time to time. Contractor shall abide by requirements of agreements entered into between the Authority and the United States, and shall consent to amendments and modifications of this Agreement if required by such agreement or if required as a condition of the Authority's entry into such agreements.

15.02 General Civil Rights Provisions

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

15.03 Civil Rights – Title VI Assurances

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- (a) Compliance with Regulations: The contractor (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) Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor 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.
- (c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor 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 contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- (d) Information and Reports: The contractor 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 contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor 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 contractor's noncompliance with the Nondiscrimination 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:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- (f) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor 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 contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier

because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

15.04 Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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);
- 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);
- 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);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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);
- Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- 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).

15.05 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

15.06 OCCUPATIONAL SAFETY AND HEALTH ACT

This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

15.07 CERTIFICATION REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Contractor agrees by certification below that it conforms to the requirements set forth in Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts, and will incorporate this provision for certification in any and all lower tier subcontracts.

Certifications:

The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Term Definitions:

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Article 16 GENERAL PROVISIONS

16.01 Rules, Regulations, and Ordinances.

Authority may adopt and enforce Rules and Regulations, which Contractor agrees to observe and obey, with respect to the use of the Airport. Contractor shall not violate, or knowingly permit its agents, contractors, or employees acting on Contractor's behalf to violate any such rules, regulations, and ordinances.

16.02 Compliance with Law.

Contractor shall comply, at all times during the term of this Agreement, at its own cost and expense, with all Rules and Regulations and policies promulgated by the Authority, the Authority Board, or the Executive Director for the orderly use of the Airport, all applicable present and future ordinances and laws of city, county, or state government or of the United States government, and of any political division or subdivision or agency, authority or commission which may have jurisdiction to pass laws or ordinances with respect to the Airport, ARFF services or the ARFF Facility, all as they may be amended from time to time.

16.03 Reservation of Rights.

Any and all rights and privileges not granted to Contractor by this Agreement are hereby reserved for and to Authority.

16.04 Successors and Assigns Bound by Covenant.

All the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of successors, assigns, and legal representatives of the respective parties hereto.

16.05 Governing Law, Forum and Jury Waiver.

- (a) This Agreement 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 conflicts of laws principles. The parties 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 Agreement, and Contractor and 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 Authority each waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which 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 Agreement.**

16.06 Nonwaiver of Rights.

No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

16.07 Severability.

If one or more provisions of this Agreement, or the application thereof, shall be held to be unlawful, invalid, or unenforceable, the remainder of this Agreement and the application of its remaining provisions will not be affected.

16.08 Paragraph Headings.

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

16.09 Force Majeure.

Authority will not be liable for delays in performance caused by acts of God or government authority, war, riot, sabotage, storm, flood, strikes or labor disputes, or other cause beyond the reasonable control of Authority.

16.10 Entire Agreement.

This Agreement, together with all exhibits and attachments, constitutes the entire Agreement between the parties, and all other representations or statements previously made, verbal or written, are merged in this Agreement. Contractor acknowledges that this Agreement supersedes

and cancels any and all previous agreements on this matter between Contractor and Authority.

16.11 Solicitation of Employees.

Unless otherwise agreed to in writing by both parties, the Parties agree that they will not solicit an employee of the other while this Agreement is in effect. For the purposes of this section, an "employee" means a current employee of the Contractor or Authority.

16.12 Co-Partnership Disclaimer.

Contractor is at all times an independent contractor and nothing in this Agreement is intended or is meant to be construed as in any way creating or establishing the relationship of copartners between the parties, or as constituting Contractor as an agent or representative of Authority for any purpose or in any manner whatsoever.

16.13 Alterations.

Contractor shall make no changes, alterations, additions or improvements in, on, or about the ARFF Facility without the prior written consent of the Authority.

16.14 Amendments.

All amendments to this Agreement must be in writing and must be duly executed by all parties.

16.15 Attorney's Fees.

In any action brought by Authority for the enforcement of any provisions of this Agreement, Authority will be entitled to recover reasonable attorney's fees from Contractor.

16.16 License, Fees and Taxes.

Contractor shall obtain at its own expense all licenses and permits required by applicable federal, state, or local law.

16.17 Compliance with Federal Aviation Regulation (FAR) Part 139 and Transportation Security Regulations (TSR) Parts 1500, 1520, 1540 and 1542.

- (a) Contractor agrees to comply at all times with FAR Part 139, and TSR Parts 1500, 1520 1540 and 1542, Authority's Rules and Regulations , Authority's Transportation Security Administration approved Airport Security Program, and any other applicable laws, regulations and rules as such currently exist and are amended from time to time. Contractor further agrees that any fines levied upon

Authority, its officers, employees, agents, and members of Authority's boards and commissions and employees, agents or officers of Authority's boards and commissions 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, employees, independent contractors, or patrons shall be borne by Contractor. Contractor further agrees to indemnify and hold harmless Authority, its officers, employees, agents, and members of Authority's boards and commissions, and employees, agents, or officers of Authority's boards and commissions from any and all fines so 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 Authority) which Authority or any of its officers, employees, or other persons set out above may at any time sustain or incur by reason of or in consequence of such acts or omissions. Contractor further agrees to indemnify and hold harmless Authority, its officers, employees, agents, and members of Authority's boards and commissions, and employees, agents, or officers of Authority's boards and commissions from any and all claims, demands and or lawsuits arising out of Contractor's or Contractor's employees' 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.

- (a) Contractor agrees to control all persons and vehicles entering any Airport restricted area (including aircraft movement area) in accordance with the Authority's Security Program and in compliance with TSR Parts 1500, 1520, 1540, and 1542 as such currently exist and are amended from time to time.

16.18 Inspection.

Contractor shall allow Authority free access at all reasonable times to the ARFF Facility for the purpose of inspecting, or making repairs to, or making additions or alterations to the same, or for any other purposes necessary, incidental to, or connected with the performance of Authority's obligations hereunder or the exercise of its governmental functions.

16.19 War or National Emergency.

During the time of war or national emergency, Authority has 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, will be suspended.

16.20 Americans with Disabilities Act.

Contractor agrees to comply with the Americans with Disabilities Act and any amendments and regulations thereto with regards to Contractor's operations at the Airport.

16.21 Agreement Construction.

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

16.22 Representations of Contractor.

Contractor represents that it has the full power and proper authority to make and execute this agreement, to exercise its rights, powers and privileges as described herein, and to perform its agreements and covenants set forth herein.

16.23 Right to Amend.

In the event that the FAA or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Contractor agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

16.24 Sensitive Security Information.

Contractor agrees with respect to Sensitive Security Information (SSI), as defined in 49 CFR § 1520, as amended, that it has received or may receive during the performance of the Services that it will:

- (a) Safeguard these documents, and the information therein, to prevent inadvertent disclosure of them by keeping the documents under the control of authorized persons, when in use, 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 these documents or the information therein, to any party, company, person, organization or entity for any reason that does not expressly serve the Contractor's obligations to the Authority under its contract with the Authority, as determined by the Contractor's employee with appropriate supervisory and decision-making authority;
- (c) Not release these documents or the information therein, pursuant to a request under the Iowa Open Records Act or the Freedom of Information Act without affording the Authority the opportunities under those laws to protect these documents from disclosure;
- (d) Timely notify the Authority if a request is made for these documents or the information therein;

- (e) Return, or destroy, at the option of the Authority, these documents immediately following the completion of the agreed upon Services;
- (f) Comply with the broadest possible interpretation of the federal regulations in handling SSI (49 CFR § 1520, as amended);

Contractor further agrees that the Authority may seek appropriate legal remedies for any violation of the foregoing and that nothing in this agreement limits the scope of the remedies available.

16.25 Notices.

- (a) Notices of default and notices to cure must be given either by personal delivery to the representative listed below by registered or certified mail, return receipt requested, by depositing the same in the United States mail, postage prepaid, or by courier delivery. Both parties have the right, by giving 10 days prior written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices will be delivered as follows:

- (i) Authority:

Executive Director
Des Moines Airport Authority
5800 Fleur Drive, Room 207
Des Moines, IA 50321-2854
Telephone: 515-256-5100

- (ii) Contractor:

- (b) Any notice given by registered or certified mail, return receipt requested, or by courier delivery will be effective upon receipt. If notice is given in any other manner or at any other place, it must also be given at the place and in the manner specified above.
- (c) Notices other than of default or to cure, may be given in any manner reasonably calculated to provide actual notice to the other party and are effective upon receipt.

[Remainder of page intentionally left blank.]

The parties are executing this Agreement as of the date written above in the introductory paragraph.

DES MOINES AIRPORT AUTHORITY

(CONTRACTOR)

By _____
Elizabeth Ward, Chairperson
Des Moines Airport Authority Board

By: _____
Name: _____
(Type or Print)

Title: _____

By: _____
Name: _____
(Type or Print)

Title: _____

ATTACHMENT 2

DES MOINES AIRPORT AUTHORITY PROFESSIONAL SERVICES INSURANCE & INDEMNIFICATION REQUIREMENTS

1. GENERAL

The service provider shall purchase and maintain insurance to protect the service provider and AUTHORITY throughout the duration of the 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 AUTHORITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the AUTHORITY prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

- A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The service provider 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, 000/\$1,000,000/\$1,000,000 are required. ***Waiver of Subrogation in favor of the AUTHORITY is required.***
- B. COMMERCIAL GENERAL LIABILITY INSURANCE: The service provider 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 AUTHORITY shall be included as an Additional Insured on this policy. ***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. PROFESSIONAL LIABILITY INSURANCE: The service provider shall procure and maintain Professional Liability Insurance with limits not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. The Authority 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, the service provider shall procure and maintain Umbrella or Excess Insurance limits of no less than \$5,000,000. ***Waiver of Subrogation in favor of the AUTHORITY is required.***

- E. ADDITIONAL INSURED ENDORSEMENT: The General Liability Insurance and Automobile Liability Insurance policies shall include the AUTHORITY 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 Contractor's insurance shall 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. Any certificates of insurance furnished in accordance with this Agreement shall specify the Authority and its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents and employees have been added as additional insured as required under the Agreement.
- F. 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 AUTHORITY with no less than thirty (30) days Advance Written Notice of Cancellation or Nonrenewal. ***Written notifications shall be sent to: Des Moines Airport Authority, Executive Director, 5800 Fleur Drive, Suite 207, Des Moines, Iowa 50321.***
- G. WAIVER OF SUBROGATION: To the fullest extent permitted by law, the service provider hereby releases the AUTHORITY, including its appointed officials, employees, volunteers and others working on its behalf, from and against any and all liability or responsibility to the service provider or anyone claiming through or under the service provider 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 shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The service provider'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 AUTHORITY including its appointed officials, employees and volunteers, and others working on its behalf.
- H. PROOF OF INSURANCE: The service provider shall provide to the AUTHORITY 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 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: Des Moines Airport Authority, Executive Director, 5800 Fleur Drive, Suite 207, Des Moines, Iowa 50321.***
- I. AGENTS, SUBCONSULTANTS AND SUBCONTRACTORS: The service provider shall require that any of its agents, and subcontractors who perform work and/or services on behalf of the service provider purchase and maintain the types of insurance customary for the services being provided.
- J. 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, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years following the expiration or termination of this Agreement.

3. INDEMNIFICATION REQUIREMENTS

For purposes of this Section 3, the term "AUTHORITY" means the Des Moines Airport Authority 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, the service provider 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 thereof, and economic damages that arise out of or are in any way connected or associated with service provider's work or services under this Agreement, including that of its officers, agents, employees, subcontractors and others under the control of service provider, except to the extent caused by or resulting from the negligence of the AUTHORITY.

For professional services rendered, to the fullest extent permitted by law, service provider 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 and economic damages that may be asserted or claimed against, recovered from or suffered by the AUTHORITY to the extent caused by any negligent act, error or omission of the service provider including that of its officers, agents, employees, subcontractors and others under the control of service provider, except to the extent caused by or resulting from the negligent act or omission of the AUTHORITY.

Service provider's obligation to indemnify the AUTHORITY contained in this 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 AUTHORITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by service provider to the extent caused by the service provider's work or services under this Agreement, including that of its officers, agents, employees, and others under the control of service provider, except arising out of or in any way connected with the sole negligence of the AUTHORITY.

The service provider expressly assumes responsibility for any and all damage caused to AUTHORITY property to the extent caused by the service provider's work or services under this Agreement, including that of its officers, agents, employees, and others under the control of the service provider.

The service provider shall ensure that its activities on AUTHORITY property will be performed and supervised by adequately trained and qualified personnel and service provider will observe all applicable safety rules.

ATTACHMENT 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, 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 of Notary Public:

State Seal of Notary Public: