QUAD CITIES INTERNATIONAL AIRPORT	**INVITATION FOR BIDS** ***Metropolitan Airport Authority*** ***Of Rock Island County, Illinois***	
IFB TITLE	**AIRPORT SNOW AND ICE REMOVAL**	
PURPOSE	The purpose of this IFB is to solicit bids from responsive and responsible bidders to furnish labor, supervision, materials, tools, equipment, incidentals and services including traffic control as necessary- to complete the snow and ice control operations throughout the Airport property.	
BID PACKETS	Available online at www.qcairport.com or at the airport administrative offices located in the west end of the airport terminal building at the address below.	
DEADLINE FOR SUBMISSIONS	**2:30 P.M. Central Time** **Tuesday September 8, 2026** Bid opening immediately following. LATE, FAXED, ELECTRONIC MAIL OR UNSIGNED BIDS WILL BE REJECTED	
SUBMIT BID TO THIS ADDRESS	QUAD CITIES INTERNATIONAL AIRPORT 2200 GEORGE KIRK DR., SUITE 100 MOLINE, IL 61265	
REQUIRED BID COPIES	**Submit a total of (2) copies of your sealed bid**	
VENDOR PRE-BID CONFERENCE/TOUR	**There is no pre-bid meeting for the project.**	
PLEASE DIRECT ALL INQUIRES TO	**NAME**	Marlin Jackson
	TITLE	Airport Facilities Manager
	PHONE #	309-757-1775
	FAX #	309-757-1515
	EMAIL	mjackson@qcairport.com
	WEB SITE	www.qcairport.com

GENERAL GUIDELINES AND INFORMATION

1. **Introduction:**

   The Metropolitan Airport Authority of Rock Island County (MAA), owner and operator of the Quad Cities International Airport (QCIA) invites and will accept sealed bids for snow and ice control operations. The MAA intends to use the results of this process to award a contract(s) or issuance of purchase order.

2. **Errors and Discrepancies:**

   Should bidder find an error, discrepancy, ambiguity or omission in the project documents prior to submittal of a bid, the Bidder is obligated to contact the MAA with written notice

of the error, discrepancy, ambiguity, or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity, or omission.

3. **Clarification/Questions:**

   Any questions concerning this Bid must be submitted in writing by mail, fax or email at least **THREE WORKING DAYS** prior to the bid deadline. Requests submitted after that time **WILL NOT** be considered. All inquiries must be directed to the person indicated on the cover page.

4. **Addendums:**

   In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this IFB, revisions/amendments and/or supplements will be posted on the QCIA web site at www.qcairport.com. Bidders are reminded to regularly monitor the web site for any such postings. Bidders must acknowledge the receipt/review of any addendum(s) on the bottom of the Signature Affidavit.

   The MAA has the sole authority for modifications of this specifications and or bid.

5. **Bid Protest Procedure:**

   Any potential Bidder wishing to file a protest concerning alleged improprieties in this solicitation must submit the protest in written format forty eight (48) hours prior to the specified time of the bid opening. The formal written protest must identify the name of vendor contesting the solicitation, the project name, and the specific grounds for the protest. All determinations made by the MAA are final.

   All correspondence should be sent to the contact listed on the cover sheet of this IFB.

6. **Acceptance:**

   Bid shall remain fixed and valid for acceptance through the life of the contract. The MAA also retains the right to accept or reject any or all bids and negotiate contract terms.

7. **Withdrawal of Bids:**

   Bidders may withdraw a bid in writing, at any time up to the bid due date and time. The written request must be signed by an authorized representative of the bidder and submitted to the MAA. If a previously submitted bid is withdrawn before the bid due date and time, the **bidder may submit another bid, at any time up to the bid due date and time.**

8. **Preliminary Evaluation**

   Bids must be submitted on the attached bid forms as included in the required documents section. The bid will be reviewed initially to determine responsiveness.

9. **Proven Experience/Qualifications:**

   Bidders shall provide information with their proposal that will certify that they are experienced with or meets the requirement of this specification to be eligible for a contract award. **(Complete Statement of Qualifications Form)**

10. Award:

Written Notice of Award to a vendor will be mailed or delivered to the address shown on the bid and will be considered sufficient notice of acceptance of bid.

The MAA will award the bid to the lowest responsive and responsible bidder. In determining if a bidder is responsive and responsible the MAA will consider criteria in Part 2 – Technical Requirements such as, but not limited to bidder's past performance and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, references, the extent to which the bidder's staff or services meet the MAA's needs, bidder's past relationship with the MAA, total unit price based on provided estimated quantities, fleet continuity and any other relevant criteria listed elsewhere in this solicitation. The MAA may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

The price proposals shall be scored based on the weighted average of each line item as shown in the price schedule. Each line will be assigned a point value based on the total number of proposals received. Example: if 5 proposal are received each proposal line item would be scored 1 through 5 with 5 being awarded to the lowest priced proposal for that line item. Each line item will be weighted as shown in the price schedule. The proposal with the highest total score will be considered to have submitted the lowest price proposal.

The MAA reserves the right to accept any bid proposal or to reject any or all bid proposals, or to award a contract on such basis as deemed to be in the agency's best interest. The MAA reserves the right to reduce the scope of services during the term of the contract.

PARKING LOT SNOW REMOVAL CONTRACT

1. GENERAL TERMS AND CONDITIONS

This Agreement is entered into by and between the Metropolitan Airport Authority of Rock Island County ("MAA" or "Authority") and _____ (Contractor) on this ___ day of _____, 2026 ("Effective Date").

1.1 The Contractor, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws, statues, and ordinances, including regulations for (i) licensing, registration, certification and operation of equipment; and (ii) certification and/or licensing of individuals to operate the equipment; and (iii) any other standards or criteria described in this Agreement to assure the quality or equipment and services expected.

1.2 The Contractor will provide the following insurance requirements, naming MAA as additional insured on a primary and non-contributory basis with respect to liability coverage.

- 1.2.1 Comprehensive General Liability $5,000,000 per occurrence, $5,000,000 General Aggregate
- 1.2.2 Auto Liability for owned, non-owned and hired vehicles with a Combined Single Limit of $2,000,000.
- 1.2.3 Evidence of Worker's Compensation coverage meeting the statutory requirements of the State of Illinois with a waiver of subrogation.

1.3 The Term of this Agreement shall be from the effective date above through June 30th, 2029. The Authority reserves the right to extend the Agreement for a total of two (2) one (1) year extensions with agreement terms of June 1st through May 30th each year.

2. SCOPE AND CLASSIFICATION

The services performed under this Agreement will include snow removal services on the airport entrance road, employee parking lot, Airfield Maintenance parking lot, Air Cargo parking lot, cell phone lot, and Police and Fire parking lot. Services as defined here in shall be available twenty-four (24) hours a day, seven (7) days a week, including holidays. Snow removal shall consist of pushing all snow off the surfaces of designated areas to bare pavement. The Contractor shall furnish all labor, supervision, equipment, fuel, lubricants, parts, maintenance repairs, and all items of cost necessary to adequately perform the services identified here in.

The need for services as identified within shall be determined and requested as needed solely by the Authority. The Authority may request the contractor to perform snow removal services in other parking lots or roadways as needs arise with hours billed according to the approved hourly schedule.

Service requirements shall be determined as needed by the Authority.

3. SERVICE REQUIREMENTS

3.1. The services covered under this contract shall include, but are not limited to, all required labor, supervision, transportation, equipment, fluids, fuel, accessories, equipment service and repairs, operation training, and insurance required to successfully provide snow removal services as defined and requested by the Authority through June 30th, 2029.

3.2. The areas to be maintained include the primary airport entrance roadway and associated administrative parking lots. These areas do not include the premium or economy parking lots. The Authority may request the contractor to perform snow removal services in other parking lots or roadways as needs arise with hours billed according to the approved hourly schedule.

3.3. Compensation for services shall be in the form of fixed hourly rates as shown on the attached forms.

3.4. Throughout the life of the contract, the Contractor and its employees must be available to respond to all service request within one (1) hour of being contacted by the Authority via telephone, twenty-four (24) hours per day, seven (7) days a week, including holidays.

3.5. The Contractor will be responsible for providing the Authority with a single point of contact for all service requested. The identified point of contact will be the person that Authority staff will contact directly for all service requests.

3.6. Upon notification to the Contractor's primary point of contact by the Authority, the Contractor shall dispatch adequate staff, equipped with all required equipment, to successfully complete the services identified herein within one (1) hour.

3.7. Response time is defined as time from the Authority making the initial call to the time of reporting to the Airport ready for work. The lapse of time between the call-up and the arrival at the Authority site shall not exceed one (1) hour.

3.8. In the event that the Contractor or its employees do not report to the Airport within the identified time requirements, the Contractor must demonstrate that conditions were such that travel to the site would be/or was extremely hazardous, or provide that there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the Authority and communicate the problem. If Contractor fails to respond to "call-out" two (2) times during the contract period, the contract may be cancelled by MAA, and awarded to another vendor.

3.9. Compensation for services shall be in the form of fixed hourly rates. Compensation paid under this Contract shall only be for hours at the job site. Transportation of workers or movement of Contractor owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the fixed hourly rate(s). The hourly rate will cease if a piece of equipment breaks down while working on the

Authority parcels. No compensation shall be allowed over and above the hourly rate for operator and equipment overtime or fringe benefits.

3.10. Throughout the life of the Contract, the Contractor shall be responsible for maintaining a detailed snow removal log.

3.11. For each snow event, a separate log entry must be completed. At a minimum, each entry shall include; date of event, arrival time of the Contractors employee's, the number of employees and pieces of equipment responding to the event, the amount of snow or ice present at start, the time the crew finished the work, and a description of the condition of the pavements at the finishing time.

3.12. No payments for services will be released prior to this documentation being received in full by the Airport Facilities Manager or their designee.

3.13. The Authority reserves the right not to issue payment if the required documentation is not complete; including, but not limited to, the absence of the Contractor's representatives signature form.

3.14. Upon completion of the contract, the log will be retained by the Authority.

3.15. The Authority reserves the right to request the Contractor to perform subsequent plowing or related work as authorized by the Authority.

3.16. The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of the contract shall be repaired or replaced at the expense of the Contractor to the satisfaction of the Authority, or its designated representative, and the property owner.

3.17. The Contractor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, roads and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. The Contractor further acknowledges that they have satisfied themselves as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonable ascertainable from an inspection of the site. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty of successfully performing the work. The MAA assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by MAA.

3.18. The Contractor shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the Contract. The Contractor shall not be relieved from assuming all responsibility of properly estimating the

difficulties of performing the services required because the Contractor failed to investigate the conditions or to become acquainted with all the information concerning the services to be performed.

3.19. Any injuries or damage of any nature shall be immediately reported to the MAA dispatch office by calling the MAA Communications Center at (309) 757-1739 and the Airport Facilities Manager or their designee.

3.20. The Contractor shall not commence work under the contract until they have obtained all the insurance as defined in Section 1.2 and provided evidence of such overage to the Authority. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the Contract.

4. VEHICLE/EQUIPMENT OPERATORS

4.1. The Contractor performing services for the Authority must comply with all applicable Occupational Safety and Health Administration (OSHA) Standards, State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. The Contractor shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

4.2. All Vehicle/equipment operators performing under this contract shall be trained and proficiently skilled in the operation of their equipment and techniques by the Contractor prior to the implementation of services.

4.3. All vehicle/equipment operators must have a valid and current driver's license, which must be maintained in good standing throughout the life of the Contract.

4.4. All vehicle operators shall be at least eighteen (18) years of age and capable of working nights. No minors under the age of eighteen (18), will be allowed on the Authority's work site(s), to include being a passenger in the Contractor's vehicle, where this Contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government.

4.5. All operators of vehicles requiring a Commercial Driver's License (CDL) licensed operator, must have a valid Commercial Driver's License (CDL) on their person while engaged in the performance of this Contract.

4.6. The Contractor shall screen all personnel prior to employment to assure MAA that only competent personal are performing work on MAA's properties. The Contractor shall provide trained, experienced employees capable of performing the scope of work outlines in this Agreement.

4.7. Snow removal operations shall be continuous or nearly continuous as needed in order to provide a safe traveling environment for the public. The Contractor shall be responsible for establishing crew schedules to ensure continuous operations in a safe manner until pavements are restored to an acceptable condition.

4.8. Any articles of suspicious nature found, or persons loitering or conducting themselves in a way as to arouse suspicion or possible need for help shall be immediately reported to the Authority's Communications Center at (309) 751-1739.

4.9. Necessary precautions shall be taken at all times to protect property and equipment belonging to the Authority and its tenants, employees and patrons from injury or damage.

5. EQUIPMENT REQUIREMENT

5.1. All vehicles/equipment utilized under this contract shall be supplied by the Contractor. All equipment must be in good mechanical and operational status, and in compliance with OSHA, and current industry standards.

5.2. Any deviation or substitution of equipment and corresponding rates shall be approved in advance by the Authority.

5.3. The Contractor shall provide the Airport Facilities Manager or their designated representatives the make, model, and quantity of equipment assigned to this agreement.

5.4. All equipment that requires downtime shall not receive compensation during the time the equipment is out of service.

5.5. No major repairs will be made on Authority premises.

5.6. The Authority reserves the right to place any equipment on actual operating time and to discontinue using any equipment at any time that conditions require.

5.7. All equipment used in the performance of this Contract shall be equipped with sufficient lights to provide a high degree of illumination for the operator.

5.8. Lighting must meet the requirements of the State of Illinois regardless of the state in which the equipment is registered. The use of back-up alarms are encouraged. The vehicle shall be equipped with a heater, defroster and windshield wipers.

5.9. If Contractor provides equipment other than that which is solely owned, it will not relieve the Contractor of any requirements as stated in this Contract.

5.10. The Contractor shall not store equipment on the property of the Authority without the prior consent of the Authority. The Authority must approve all proposed storage locations and will not be liable for any damage incurred. The Contractor will be required to show proof of property at other location insurance with limits at least equal to the cash value of any equipment stored on Airport property.

5.11. If a vehicle/equipment is sold and/or replaced while being utilized under this contract, the replacement must meet all equipment specifications as defined here in. The replacement vehicle/equipment will be invoiced at the same rate of the vehicle that was replaced. No additional cost in the hourly rate of the replacement unit will be made.

6. **COST REQUIREMENT**

6.1. Fixed hourly rates paid under this Contract shall only be for hours at the job site. Transportation of workers or movement of Contractor owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the fixed hourly rates.

6.2. The hourly rate will cease if a piece of equipment breaks down while working on the Authority parcels.

6.3. No compensation shall be allowed over and above the hourly rate for operator and equipment overtime or fringe benefits.

7. **IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the Effective Date her in above noted.

TERMS & CONDITIONS OF PURCHASE ORDER
THE FOLLOWING TERMS AND CONDITIONS SHALL BE APPLICABLE TO THE METROPOLITAN AIRPORT AUTHORITY OF ROCK ISLAND COUNTY, ILLINOIS OR QUAD CITIES INTERNATIONAL AIRPORT ("AUTHORITY") PURCHASE ORDER:

1. **CERTIFICATION.** Contractor represents and states that Contractor and its trustees, officers, agents or employees are not involved in and do not have knowledge of collusive activity pertaining to this Purchase Order or any goods, parts, equipment, materials, products, merchandise, substances or items (collectively referred to hereinafter as "goods") or services included herein.

2. **ACCEPTANCE.** The quotation shall be valid for a period of forty-five (45) days, and in the event the Authority accepts the proposal, the Purchase Order is entire agreement between the Authority and Contractor, and acceptance of this Purchase Order by acknowledgment or commencement of performance shall be unqualified except to which any further directions or specifications are included in a Scope of Work agreed upon by the Authority and Contractor and incorporated herein and qualify Contractor's performance hereunder. This Purchase Order and the Scope of Work, if any, shall be considered the Contract Documents and be used interchangeably with the term "Purchase Order" below. Additional or different terms proposed by contractor, or any provision in any form of acknowledgment used by contractor, other than that furnished by the Authority and attached to this Purchase Order, which modify, conflict with or contradict any term of this Purchase Order, are expressly not assented to and shall have no force and effect. To the extent this Purchase Order is construed as an acceptance, the Authority's acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. If terms on this Purchase Order do not appear on or agree with Contractor's invoice, contractor agrees that the Authority may change the invoice to conform to this Purchase Order and make payment accordingly.

3. **INCLUSIVITY.** It is the policy of the United States Department of Transportation ("DOT") that minority or disadvantaged business enterprises as defined in 49 CFR Part 23 ("DBEs") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Purchase Order. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Purchase Order. Contractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided for under this Purchase Order.

4. **EQUAL OPPORTUNITY.** Contractor understands that the Authority in the operation and use of Airport facilities, is committed to an affirmative action program and will not, on the grounds of race, color, religion, sex, or national origin, discriminate or permit discrimination against any person or group of persons in the manner prohibited by Part 21 of the U.S. Department of Transportation Regulations. Contractor represents and warrants that it has an Affirmative Action Plan to the extent required to comply with the Federal rules and regulations of the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; rate of pay or other forms of compensation; and selection for training. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

5. **PRICE.** The Authority shall not be billed at prices higher than stated on this Purchase Order unless otherwise agreed to in writing and signed by the Authority. Contractor represents that the prices charged for the goods or services covered by this Purchase Order are the lowest prices charged by Contractor to buyers in a class similar to the Authority under conditions similar to those specified in this Purchase Order and that prices comply with all applicable government regulations in effect at time of quotation, sale or delivery. Contractor agrees that any price reduction made for goods or services after the placement of this Purchase Order will apply to this Purchase Order.

6. **CHANGES.** The Authority reserves the right, at any time, to make changes in any one or more of the following without notice to any sureties or assigns: (a) goods to be furnished or services to be performed; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and (e) testing designations, specifications or designs. If any such change causes an increase or decrease in the cost of, or the time required, for performance of this Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both. Any claim by Contractor for adjustment under this paragraph shall be deemed waived unless agreed in writing ten (10) days from receipt by contractor of the change. Price increases or extensions of time of delivery shall not be binding on the Authority unless evidenced by a written amendment to this Purchase Order issued and signed by the Authority.

7. **SERVICES.** Contractor shall perform the services described in this Purchase Order. Contractor warrants that all services hereunder shall be performed in a workmanlike and conscientious manner and in compliance with applicable laws and regulations. Contractor shall comply with the reasonable instruction of the Project Manager if one is assigned, consistent with the character, sequence and timing generally described herein. Contractor shall perform all services utilizing the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all Work in the most expeditious manner consistent with the interests of Owner. Contractor shall promptly notify Owner immediately in writing: (i)

of any information required from Owner and necessary for Contractor to complete its Work in a timely manner; and (ii) of any services requested by Owner that are not included in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the services. Contractor shall supervise all work performed in connection with the services so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the performance of its employees and its subcontractors' and suppliers' employees. Except as otherwise directed by Authority, all materials incorporated into the Work shall be new and of high quality. Contractor shall follow all manufacturer instructions and recommendations.

8. **DIRECTION BY THE AUTHORITY.** Contractor and Contractor's employees shall be subject to the general guidance of Authority Project Manager(s) (if applicable) designated herein or any successor. It is agreed that all of Contractor's employees are employees of Contractor and not of the Authority. The Authority shall have the right to require that Contractor reassign any of Contractor's employees assigned to the Authority's project. Contractor shall make the employee reassignment off of the Authority project as required.

9. **COMPENSATION.** In consideration of the goods and/or services to be provided by Contractor, the Authority shall pay contractor on the basis of, and in the amounts calculated in accordance with, the rates set forth in this Purchase Order. Compensation payable on a lump sum basis shall be payable in monthly installments proportionate to the amount of work completed. Compensation payable on an hourly basis shall be payable on a monthly basis in accordance with the hourly rates set forth herein. Acceptance of final payment by the Contractor shall constitute a waiver of claims by the Contractor, except those claims previously made in writing and identified by the Contractor as unsettled at the time of submitting its final invoice. No action or failure to act by the Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Purchase Order, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically set forth in writing.

10. **AUTOMATED CLEARING HOUSE (ACH) AND ELECTRONIC FUNDS TRANSFER (EFT).** [Reserved.]

11. **REIMBURSEMENT FOR EXPENSES.** Unless expressly stated herein, the Authority shall not be responsible for reimbursing expenses incurred by Contractor or subcontractor(s). Where the Authority has expressly agreed to reimbursing expenses and to the extent that contractor incurs reimbursable expenses permitted by this Purchase Order, payment shall be made in accordance with and subject to the limitations stated in Authority's Reimbursement Policy, a copy of which will be attached if reimbursement of expenses is applicable.

12. **EQUIPMENT AND SUPPLIES.** Except as otherwise agreed in writing by the parties, Contractor shall supply the necessary equipment, tools, supplies, and other items ("equipment and supplies") necessary to perform the services or provide the goods. If Authority provides equipment and supplies, Contractor shall be responsible for the maintenance and security of such equipment and supplies and shall be responsible for any loss or damage caused by the negligence or misuse by contractor or contractor's employees. Contractor shall return all equipment and supplies supplied by Authority within twenty-four (24) hours after completion of its use.

13. **CONTAINER REFUNDS.** Where the goods or services provided include container deposits, Contractor agrees to refund to the Authority an amount equal to the price charged for any returned spools, reels, barrels, drums or any other type of containers upon return by the Authority or on its behalf by Contractor.

14. **PACKING, TRANSPORTATION, ETC.** Contractor shall pack, mark and ship all goods in accordance with the requirements of the common carrier(s) so as to secure the lowest transportation costs. No shipping costs shall be billed/charged to the Authority unless otherwise stated in this Purchase Order. No costs shall be charged for packaging, boxing or storing unless authorized by the Authority in writing. Contractor shall properly mark each package with the Authority's Purchase Order number and address. Where multiple packages comprise a single shipment, Contractor shall consecutively number each package. Purchase Order numbers and package numbers shall be shown on all packing slips, bills of lading, invoices and correspondence.

15. **DELIVERY OF GOODS AND SERVICES.** Time is of the essence in this Purchase Order and if rendering of services and delivery of goods is not made at such time and in such quantity as provided in this Purchase Order or in supplemental schedules furnished by the Authority, the Authority reserves the right, without liability and in addition to its other rights and remedies, to terminate this Purchase Order in whole or In part by notice effective when received by Contractor, for stated goods not yet shipped or services not yet rendered and to purchase substitute goods or services elsewhere and to charge Contractor with any loss incurred. Contractor agrees that the Authority may return all or part of any shipment so made, at Contractor's risk and expense, and may charge Contractor with any loss, expense or injury sustained as a result of such shipment. If at any time either party has reason to believe that delivery will not be made as scheduled in this Purchase Order, it shall immediately give written notice to the other and set forth the cause of the anticipated delay. Any goods shipped or received in advance of schedule or in excess of quantity ordered, may be returned by the Authority to Contractor at contractor's risk and expense. Any goods to be delivered or services to be rendered in installments under this Purchase Order shall not be construed as making the obligations of Contractor severable.

16. **PREVAILING WAGES.** The Contractor shall pay prevailing wages in accordance with and shall fully comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, et seq. This Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates, and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All Contractors, Subcontractors, and sub-subcontractors rendering services under this Agreement must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

17. **CASH ON DELIVERY (C.O.D.) SHIPMENTS.** Shipments sent C.O.D. without the Authority's written consent will not be accepted and will be returned at Contractor's risk and expense.

18. **INSPECTIONS AND CORRECTION OF WORK.** All goods, equipment and services shall be subject to inspection and approval by the Authority. The Authority reserves the right to reject and refuse acceptance of goods, equipment or services which are not in accordance with the instructions, specifications, drawings, samples, data and/or descriptions specified or furnished or with Contractor's warranty (express or implied). The Authority may charge Contractor for the costs of inspecting goods, equipment or services rejected. Unacceptable work, whether the result of poor workmanship, nonconformity with the Purchase Order, use of defective material, damage through carelessness, or any other cause, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner by Contractor at its expense. Receipt of or payment for any goods, equipment or services ordered hereunder shall not be deemed an acceptance thereof.

19. **AUDIT POLICY.** The Authority, or a representative of the Authority, reserves the right to audit Contractor and/or contractor's subcontractor performing the Purchase Order(s), and Contractor hereby agrees to fully cooperate with any reasonable request from the Authority relating to such audit.

20. **TIME OF PERFORMANCE.** The times of performance for the services under this Purchase Order shall be as specified herein. Contractor recognizes that the time of performance is a critical term and that "time is of the essence" under this Purchase Order. Failure to timely meet the required performance schedule may result in immediate termination of this Purchase Order by the Authority in addition to any other rights the Authority may exercise for Contractor's breach of contract or for other losses arising as a result of such failure. If by reason of act of God, winds, fires, landslides, floods, droughts, famines, insurrection, military action, sabotage, civil disturbances, explosions or failure of utilities, Contractor is unable to carry out its obligations herein contained, Contractor shall not be in default during the continuance of such inability, notwithstanding the above provisions. Contractor shall, however, remedy with all reasonable dispatch the cause or causes preventing contractor from carrying out its obligations hereunder.

21. **WARRANTIES FOR GOODS.** In addition to its standard warranty and/or service guarantee, Contractor warrants that all goods shipped are free from all defects and conform strictly and in all respects to the instructions, specifications, samples, data and/or other descriptions specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment of or for the goods and/or services by the Authority. Notification of breach of any such warranty may be given to Contractor at any time during the warranty period, and at the Authority's discretion. Contractor shall thereupon, at the Authority's sole option: (a) repair, replace, or cure the defective goods; or (b) agree to an equitable adjustment in the Purchase Order price.

22. **WARRANTIES FOR SERVICES.** All Work shall be of high quality and free of defect. Contractor shall promptly correct any defective Work. Payment by Owner for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work. Contractor hereby warrants that all Work is and shall remain free from defect for two years following completion, and upon notice by the Owner, Contractor shall promptly correct such defects appearing within said two-year period. This warranty is in addition to any warranties that may be required by the Contract Documents and by law, and this warranty does not abrogate or nullify any breach of contract claim or other causes of action Owner may have against Contractor.

23. **INDEMNIFICATION AND INSURANCE.** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or in connection with products, materials or services supplied by Contractor, his agents, representatives, employees or subcontractors and maintained for a minimum of (1) year after contract completion. All coverage shall be placed with an insurance company duly licensed in the State where the project is located with an A.M. Best rating of A- or better. A. Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:

    1. METROPOLITAN AIRPORT AUTHORITY OF ROCK ISLAND COUNTY, a municipal corporation, its boards, commissions, agencies, officers, employees and representatives listed as an **ADDITIONAL INSURED** on a primary and non-contributory basis with respect to liability coverage. A notation of this endorsement on the certificate is acceptable.

2. Comprehensive General Liability minimum limit of $5,000,000 per occurrence, and $5,000,000 General Aggregate.

3. Auto Liability for owned, non-owned and hired vehicles with a Combined Single Limit of $2,000,000.

4. Worker's Compensation coverage meeting the statutory requirements of the State of Illinois with a waiver of subrogation.

Contractor may achieve the required limits and coverages through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella policies result in the same or greater coverage as the coverages required and in no event provide narrower coverage. To the fullest extent provided by law, Contractor shall include the Authority, its officers, officials and employees to be covered as additional insureds on all liability policies. The additional insured coverage shall be primary and non-contributory to any of the Authorities general liability and umbrella/excess insurance policies.

Contractor shall cause Contractor's insurance carrier(s) to provide the Authority with a minimum of thirty (30) days written notice of cancellation of policies. Certificates of insurance and requested endorsements shall be provided to the Authority prior to commencement of any work and provided during the renewal period each year. Certificates should reflect the Authority, its officers, officials and employees as additional insured on a primary and noncontributory basis for all liability policies. A waiver of subrogation in favor of the Authority on all liability policies and Workers Compensation policy should also be reflected.

Contractor shall grant to the Authority a waiver of subrogation in favor of the Authority, its officers, officials and employees on all liability policies and Workers Compensation policy. Contractor agrees to obtain any endorsement necessary and provide a copy to the Authority.

To the fullest extent permitted by law Contractor shall indemnify and hold harmless the Authority, its officers, officials and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts the may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In claims against any person or entity indemnified under this section by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

24. BONDS. The Contractor as principal shall furnish to the Owner as obligee bonds covering faithful performance of the Contract and payment of obligations arising from the Contract. The payment and performance bonds shall strictly comply with the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq.* (the "Act"). The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. Each such surety shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, or similar agency.

If any provision of any bond purports to shorten the period of limitations and/or the period of repose as provided in Section 13-214 of the Code of Civil Procedure, 735 ILCS 5/13-214, or if any provision of any bond purports to shorten any other applicable statute of limitation or repose, such provision of such bond shall be null and void, but all other provisions of such bond shall remain enforceable. No surety shall assert solvency of its principal or its principal's denial of default as a defense to any claim under any bond furnished. If any surety shall make any assignment for the benefit of creditors or commit any act of bankruptcy, or is declared bankrupt, or if it shall file a voluntary petition in bankruptcy, or shall in the opinion of the Owner be insolvent, the Contractor shall immediately upon request by the Owner furnish and maintain other bonds satisfactory to the Owner. No further payment shall be due nor shall be made to Contractor until the new surety or sureties shall have met the Owner's qualifications. If at any time the Owner shall become reasonably dissatisfied with any surety, or for any other reason such bonds shall cease to be adequate security for the Owner, Contractor shall, within five (5) days after notice to do so, substitute acceptable bonds in such form and sum and signed by such other surety or sureties as may be reasonably satisfactory to the Owner. No further payment shall be deemed due nor shall be made to Contractor until the new surety or sureties shall have met the Owner's qualifications.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. The Owner may furnish bonds to any person, at any time, without the consent of the Contractor.

25. PATENT WARRANTY AND INDEMNIFICATION. Contractor warrants that the sale or use of goods being purchased by the Authority herein, either alone or in combination with other goods, will not infringe or contribute to the infringement of any patents, trademarks or copyrights either in the United States or in foreign countries. Contractor agrees to defend, protect and save harmless the Authority, its successors,

assigns, customers and users of its goods and those for who the Authority may act as an agent, against all suits at law or in equity, and from all damages and expenses resulting from claims and demands for actual or alleged infringement of any patent, trademark, or copyright by reason of the sale or use of the goods covered hereby. The Authority reserves the right to control or participate in any such infringement action brought against it.

26. **TITLE TO DRAWINGS, SPECIFICATIONS AND PROPRIETARY DATA.** The Authority shall at all times have the title to all drawings, specifications, dies and other proprietary data furnished by the Authority to Contractor and intended for use in connection with this Purchase Order. Contractor shall not disclose such drawings, specifications, dies and other proprietary data to others. For purposes if this paragraph, "other proprietary data" includes, without limitation, all design, engineering and technical information whether patentable or not.

27. **OWNERSHIP OF WORK PRODUCT.** Contractor expressly acknowledges that all rights, title and interest to all work or work product including, but not limited to, all designs, trademarks, artwork, and subject matter capable of copyright developed or produced under this Purchase Order are the sole property of Authority. Any authorized representative of the Authority shall, at any reasonable time, have the right to inspect and examine such documents or copies thereof when the same are in the possession of, or at the office of, Contractor. Immediately upon completion of the work, all such original documents shall be delivered to the Authority.

28. **CONFIDENTIALITY.** Other than to the Authority, its designated representatives, or as required by law, Contractor and its employees shall not disclose any nonpublic information obtained during the course of its work under this Purchase Order that relates to matters covered by the Purchaser Order or to the business of the Authority. This provision shall survive the termination of the Purchase Order.

29. **DEFAULT.** Upon the happening of any one or more of the following events, the Authority shall have the unrestricted right to cancel and terminate this Purchase Order without cost or liability to the Authority: (1) Contractor's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Contractor; (3) institution of legal proceedings against Contractor by creditors or stockholders; (4) appointment of a receiver for Contractor by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Authority to cancel its additional obligations.

30. **TERMINATION.** The Authority may terminate this Purchase Order or any project to be performed hereunder for any reason at any time with advance written notice to contractor. In the event of such termination, Contractor shall promptly surrender to the Authority all completed work and work in progress, and all materials, records and notes procured or produced pursuant to this Purchase Order. The Authority shall pay to Contractor the reasonable costs of expenses and services performed up to the date of termination, based upon the percentage of work then completed and Authority shall have no further liability to Contractor, Including without limitation, no liability for lost profits. The Authority may terminate this Purchase Order or any project to be performed hereunder immediately, with or without notice, if Contractor defaults on any of its duties or obligations.

31. **RESPONSIBILITY FOR WORK.** This Purchase Order may not be delegated or assigned by contractor without Authority's prior written consent and any delegation of duties or assignment of rights by Contractor is void unless Contractor has obtained the prior written consent of Authority, which consent may be withheld in the Authority's sole discretion. Contractor is responsible for completing the work. In the event that Contractor desires to subcontract some portions of the Purchase Order work, it shall submit a list of subcontractor(s) to the Authority for approval. The approval of subcontractor(s) by the Authority shall not directly or indirectly release or modify the responsibility of *Contractor* for the satisfactory and entire completion of the work under this Purchase Order, and each and every part and portion thereof.

32. **NO PERSONAL LIABILITY.** No director, officer or employee of the Authority shall be charged personally, or held contractually liable by or to *Contractor*, under any term or provision of this Purchase Order or because of any event relating to the provision of goods and/or services, or because of their execution or approval of this Purchase Order or any amendment thereto.

33. **WAIVER.** The failure of either party at any time to enforce any right or remedy available to it with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

34. **INVOICING.** Authority shall pay all amounts due and payable within thirty (30) days after submission of correct invoices and approval of the Authority Board (or consistent with Board policy, as applicable). Contractor shall, at its own expense, support its invoices with monthly summaries of contractor's employees' work reports if applicable to the requirements of the Purchase Order. The Authority maintains the right to

require that Contractor submit signed copies of work reports for each contractor employee, including all statements of overtime and expense vouchers, if any. Contractor agrees that Authority may examine Contractor's records to the extent necessary to verify invoices.

35. **TAXES.** Contractor agrees to play and be responsible for all Federal, state and local income and payroll taxes and will file all required returns related to such taxes, contributions and payroll deductions.

36. **SET-OFF.** The Authority shall have the right, at any time, to set-off any amount owing by Contractor to the Authority or any of its affiliated companies against any amount due and owing to Contractor.

37. **ACCOUNTING RECORDS.** For a period of three (3) years after completion of the work, or for such longer period of time as may be required by applicable FAA regulations and negotiated with Contractor, the Authority shall have the right, upon reasonable notice to Contractor, to inspect and audit all of its books of account, records, and other documents pertaining to payment made or to be made pursuant to this Purchase Order, and Contractor shall make all such records, books, and other documents available at the place where these books and records are normally maintained; provided that all inspections and audits shall be conducted during normal business hours.

38. **INDEPENDENT CONTRACTORS**. Contractor is an independent contractor. The Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all work so that it is performed in a safe and expeditious manner. The Contractor shall ensure that its Work areas are safely maintained to protect against injury by passersby, which may include, among others, Owner personnel, students, and/or other contractors.

39. **ASSIGNMENTS AND SUBCONTRACTOR PURCHASE ORDERS.** Contractor will not assign or transfer this Purchase Order nor subcontract this Purchase Order for furnishing of services and/or goods without the prior written approval of the Authority.

40. **SECURITY AND SAFETY.** Contractor and all Contractor's employees shall comply with Authority rules and regulations governing public conduct and the security, maintenance and safety of Authority facilities. Failure of Contractor's employees to abide by the rules and regulations of Authority may result in immediate termination of this Purchase Order.

41. **COMPLIANCE WITH LAWS.** The performance of any work related to goods or services pursuant to this Purchase Order is and shall be subject to and in compliance with all laws, rules, regulations, ordinances, proclamations, demands, directives, executive orders or other requirements of the federal, state and local governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale or delivery of goods or services contemplated by this Purchase Order, including but not limited to, the provisions of the Fair Labor Standards Act of 1938, the Walsh-Healy Act, the Federal Food, Drug and Cosmetics Act, Title VII of the Civil Rights Act, the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq., the Drug Free Workplace Act 30 ILCS 580.1 et seq. and any other applicable laws. Further, Contractor represents by the signing of this Purchase Order that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4). Contractor shall further comply with the provisions of all federal, state and local laws, rules, regulations, etc. from which liability may accrue to Contractor or the Authority, including but not limited to Equal Opportunity and Affirmative Action provisions, the Americans with Disabilities Act, the Vietnam Veteran's Re-adjustment Act, Utilization of Minority Businesses, the Clean Air Act and Non-Segregated Facilities provisions. Contractor agrees to comply with all federal, state and local nondiscrimination, safety and health laws, rules, and regulations while on the Authority's premises. The failure to comply as provided herein constitutes a material breach of this Purchase Order.

42. **INCORPORATION OF REGULATIONS.** Contractor acknowledges and agrees that the services to be performed, or goods to be provided, under this Purchase Order are subject to all applicable Federal, state and local statutes, rules, regulations and assurances, including all such statutes, rules, regulations and assurances which may be prerequisite to or a condition of the Authority receiving any federal or state grant or loan or other government assistance. Contractor shall perform the services and/or provide the goods in compliance with such requirements including, without limitation, all applicable FAA requirements, including those requirements which may be referenced in this Purchase Order.

43. **AIRPORT OPERATIONS, PUBLIC CONVENIENCE AND SAFETY.** Contractor shall plan and perform all work without creating any unnecessary interruption of normal airport business. All necessary interruptions must be minimized, planned and approved by the Authority in advance. Contractor shall at all times conduct work so as to assure the least possible obstruction to use of the Airport including aviation, vehicular and pedestrian traffic. The safety and convenience of the general public and the protection of persons and property shall be provided for by Contractor and constitutes an essential element of the Purchase Order. Where necessary, Contractor shall provide and maintain safeguards, safety devices and protective equipment and take any other needed actions as may be necessary to protect the public and properly in connection with the work. The presence of barricades or lights provided and maintained by any party other than Contractor shall not relieve Contractor of this responsibility. Contractor shall be responsible for all damage or injury to property during the prosecution, resulting from any act, omission, neglect, or misconduct in any manner or method of executing the work, or at any time due to defective work or materials. Dust, mud, noise or other nuisance originating from Contractor's operations either inside or outside buildings shall

be controlled by Contractor at the sole expense of Contractor. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work; or in consequence of the non-execution thereof by Contractor, Contractor shall restore such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by the Project Manager (as applicable), or shall make good such damage or injury in an acceptable manner. All work associated with said restoration shall be at no additional cost to the Authority.

44. **BUSINESS ETHICS.** During the course of pursuing the Purchase Order with Authority and while performing work in accordance with this Purchase Order, contractor agrees to avoid any real or apparent impropriety or conflict of interest which could be construed to have an adverse impact on the dealing with the Authority. Contractor will take reasonable actions to prevent any actions or conditions that could result in a conflict with Authority's best interests. Contractor will permit interviews of employees, reviews and audits of accounting or other records by authority's representative (s) to evaluate compliance with the business ethics' standards. Such review and audits will encompass all dealings and activities of Contractor's employees, agents, representatives, vendors, subcontractors and other third parties paid by Contractor in their relations with Authority's current or former employees and their relatives.

45. **DISPUTES AND REMEDIES.** Governing Law and Dispute Resolution Jurisdiction; Venue. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Authority and Contractor that arises from or relates to this Purchase Order shall be brought and conducted in accordance with the Dispute Resolution process hereinafter described.

46. **CLAIMS RESOLUTION DESIGNEE.** The parties agree Authority, at its option and at its expense, may utilize a person selected by Authority (hereinafter referred to as "Claims Resolution Designee" or "CRD") for deciding claims, disputes and other matters in question arising out of or relating to this Purchase Order. Matters assigned to the CRD by Authority shall, after initial decision by the CRD, be regarded as final decisions, subject only to direct negotiation, mediation and binding dispute resolution as otherwise provided in this Purchase Order, with the parties recognizing that mediation is a condition precedent to binding dispute resolution.

47. **MECHANICS LIEN.** If a claim, dispute or other matter, in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

48. **DIRECT NEGOTIATION.** Except as otherwise expressly set forth above – when Authority opts to utilize a Claims Resolution Designee, or "CRD", the parties agree to attempt to negotiate all disputes by direct negotiations between the principals of the respective parties. If the principals of the respective parties are unable to resolve a dispute within fourteen (14) days following receipt of a demand by either party, then the parties shall endeavor to resolve disputes by mediation. In instances where mediation is the next step in the process of resolving disputes, such mediation shall be administered by the American Arbitration Association/Mediation Procedures in effect on the date of the Purchase Order, unless a different process is mutually agreed to in writing by both parties following the request for mediation. A request for mediation shall be made in writing, delivered to the other party to this Purchase Order, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 120 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Purchase Order, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Notwithstanding anything within this Purchase Order to the contrary, Authority may, in its sole discretion, make an election in writing that the claim or dispute be determined in accordance with binding arbitration; provided, however, Authority's election must be made and delivered to the other party to this Purchase Order within the 120 day mediation period hereinabove described.

49. **ARBITRATION**. If Authority has selected arbitration as the method for binding dispute resolution in the Purchase Order, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association Procedures in effect on the date of this Purchase Order. Demand for arbitration shall be made in writing, delivered to the other party to the Purchase Order, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

50. **CONSOLIDATION OF CLAIMS.** Either party, at its sole discretion, may consolidate an arbitration conducted under this Project Order with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

51. **ADDITIONAL PARTIES**. Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

52. **JURISDICTION AND VENUE.** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Purchase Order shall be specifically enforceable under applicable law in any court having jurisdiction thereof unless otherwise agreed by Authority. Moline, Illinois, shall be deemed the dispute resolution location for CRD, mediation and arbitration activities, and Rock Island County as well, as the location for judicial proceedings, if any. CONTRACTOR, BY EXECUTION OF THIS PURCHASE ORDER, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

53. **ENTIRE AGREEMENT.** This Purchase Order, together with all attachments hereto, constitutes the entire agreement between the parties in respect to its subject matter and supersedes all prior and contemporaneous agreements between the parties in connection with the same subject matter.

54. **PLACEMENT FEE.** [Reserved.]

55. **COMPLIANCE WITH NONDESCRIMINATION REQUIREMENTS.** During the performance of this Purchase Order, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows: 1. Compliance with Regulations: Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract; 2. Non-discrimination: 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. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21; 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by 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 Contractor of Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.; 4. Information and Reports: 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 Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, 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; 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: a.) Withholding payments to Contractor under the contract until Contractor complies; and/or b.) Cancelling, terminating, or suspending a contract, in whole or in part; 6. Incorporation of Provisions: Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. 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 Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Metropolitan Airport Authority of Rock Island County

By:

_____

Title:

_____

Date:

_____

(Contractor)

By:

_____

Title:

_____

Date:

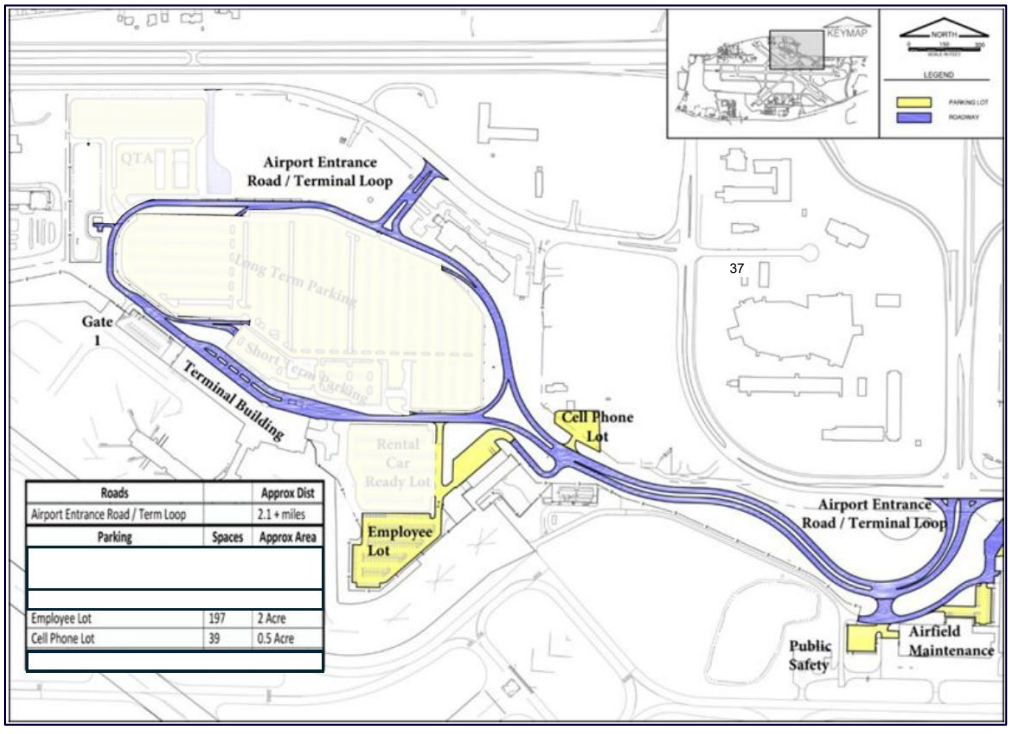
_____

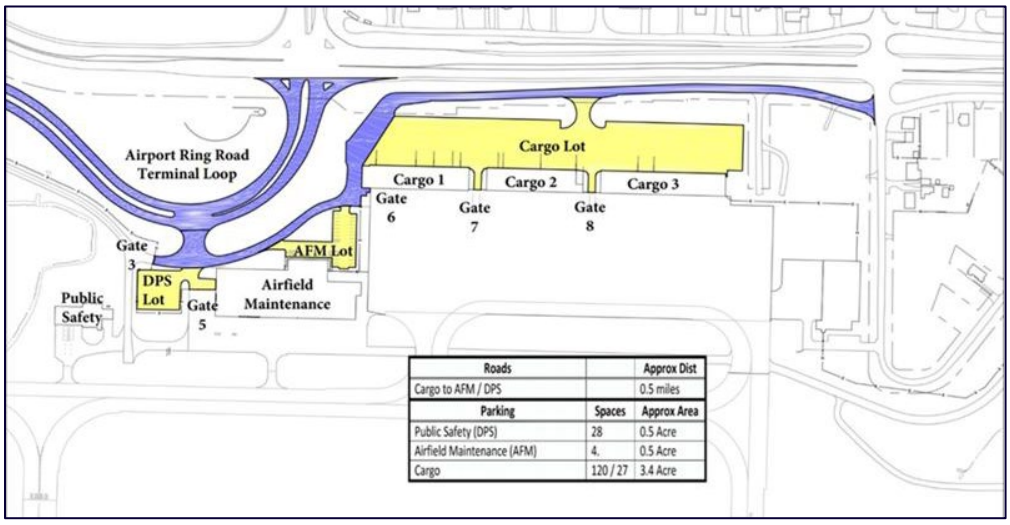
Appendix A

List of pavement plowing priorities:

Area : 1

Airport Entrance Road	2.1 Miles
Employee Lot (3 a.m. estimated personnel arrival)	2.0 Acres
Cell Phone Lot	0.5 Acres
Public Safety Lot	0.5 Acres
Airfield Maintenance Lot / Road leading to Cargo	0.5 Miles
Cargo Lot	3.4 Acres





REQUIRED BID SUBMISSION DOCUMENTS

Fixed Hourly Rates (Compensation for Services) July 1, 2026 to June 30, 2027

Firm:_____

VEHICLE TYPE	COST	WEIGHT
• PICK UP TRUCK PLOW:	$_____ per hour per truck	1.0
• SKID STEER (SNOW PUSHER):	$_____ per hour per machine	1.0
• SKID STEER (SNOW BLOWER):	$_____ per hour per machine	0.3
• MEDIUM LOADER (1-3 yd.)	$_____ per hour per machine	0.8
• LARGE LOADER (3-5 yd.)	$_____ per hour per machine	0.2
• HAND SHOVEL/SNOW BLOW	$_____ per hour per person	0.4
• SALT (AUTHORITY PROVIDED)	$_____ per hour per machine	0.3
• OTHER (DESCRIBE)	$_____ per hour per machine	0.3

Fixed Hourly Rates (Compensation for Services) July 1, 2027 to June 30, 2028

Firm:_____

VEHICLE TYPE	COST	WEIGHT
• PICK UP TRUCK PLOW:	$_____ per hour per truck	1.0
• SKID STEER (SNOW PUSHER):	$_____ per hour per machine	1.0
• SKID STEER (SNOW BLOWER):	$_____ per hour per machine	0.3
• MEDIUM LOADER (1-3 yd.)	$_____ per hour per machine	0.8
• LARGE LOADER (3-5 yd.)	$_____ per hour per machine	0.2
• HAND SHOVEL/SNOW BLOW	$_____ per hour per person	0.4
• SALT (AUTHORITY PROVIDED)	$_____ per hour per machine	0.3
• OTHER (DESCRIBE)	$_____ per hour per machine	0.3

Fixed Hourly Rates (Compensation for Services) July 1, 2028 to June 30, 2029

Firm:_____

VEHICLE TYPE	COST	WEIGHT
• PICK UP TRUCK PLOW:	$_____ per hour per truck	1.0
• SKID STEER (SNOW PUSHER):	$_____ per hour per machine	1.0
• SKID STEER (SNOW BLOWER):	$_____ per hour per machine	0.3
• MEDIUM LOADER (1-3 yd.)	$_____ per hour per machine	0.8
• LARGE LOADER (3-5 yd.)	$_____ per hour per machine	0.2
• HAND SHOVEL/SNOW BLOW	$_____ per hour per person	0.4
• SALT (AUTHORITY PROVIDED)	$_____ per hour per machine	0.3
• OTHER (DESCRIBE)	$_____ per hour per machine	0.3

Fixed Hourly Rates (Compensation for Services) July 1, 2029 to June 30, 2030

Firm:_____

VEHICLE TYPE	COST	WEIGHT
• PICK UP TRUCK PLOW:	$_____ per hour per truck	1.0
• SKID STEER (SNOW PUSHER):	$_____ per hour per machine	1.0
• SKID STEER (SNOW BLOWER):	$_____ per hour per machine	0.3
• MEDIUM LOADER (1-3 yd.)	$_____ per hour per machine	0.8
• LARGE LOADER (3-5 yd.)	$_____ per hour per machine	0.2
• HAND SHOVEL/SNOW BLOW	$_____ per hour per person	0.4
• SALT (AUTHORITY PROVIDED)	$_____ per hour per machine	0.3
• OTHER (DESCRIBE)	$_____ per hour per machine	0.3

Fixed Hourly Rates (Compensation for Services) July 1, 2030 to June 30, 2031

Firm:_____

VEHICLE TYPE	COST	WEIGHT
• PICK UP TRUCK PLOW:	$_____ per hour per truck	1.0
• SKID STEER (SNOW PUSHER):	$_____ per hour per machine	1.0
• SKID STEER (SNOW BLOWER):	$_____ per hour per machine	0.3
• MEDIUM LOADER (1-3 yd.)	$_____ per hour per machine	0.8
• LARGE LOADER (3-5 yd.)	$_____ per hour per machine	0.2
• HAND SHOVEL/SNOW BLOW	$_____ per hour per person	0.4
• SALT (AUTHORITY PROVIDED)	$_____ per hour per machine	0.3
• OTHER (DESCRIBE)	$_____ per hour per machine	0.3

BIDDER COVER PAGE SIGNATURE AFFIDAVIT	
NAME OF FIRM:	

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned further represents the following:

- ❑ The Bidder has read and thoroughly examined all project documents.
- ❑ The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of the contract.
- ❑ The Bidder has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the MAA that would affect cost, progress or performance of the work.
- ❑ The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- ❑ The bidder has complied with all requirements of these instructions and the associated project documents.

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the MAA in this Invitation for Bids, and declares that the attached bid and pricing are in conformity therewith.

_____ _____

Signature **Title**

_____ _____

Name (type or print **Date**

❑ **Addendums** -This firm herby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #_____ Addendum #_____Addendum #_____Addendum #_____

REFERENCE DATA SHEET

NAME OF FIRM:	

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for Three (3) or more installations with requirements similar to those included in this solicitation document. References may be checked at the MAA's discretion for bid evaluation purposes.

Company Name _____

Address (include ZIP) _____

Contact Person _____ Phone No: _____

_____ E-Mail: _____

Product(s) and/or Service(s) Used _____

_____

_____

Company Name _____

Address (include ZIP) _____

Contact Person _____ Phone No: _____

_____ E-Mail: _____

Product(s) and/or Service(s) Used _____

_____

_____

Company Name _____

Address (include ZIP) _____

Contact Person _____ Phone No: _____

_____ E-Mail: _____

Product(s) and/or Service(s) Used _____

_____

_____

_____

STATEMENT OF QUALIFICATIONS / QUESTIONNAIRE

COMPANY NAME:		
Organization Type:	☐ Corporation	☐ Limited Liability Company
	☐ Sole Proprietor	☐ General Partnership
	☐ Unincorporated Association	☐ Other

1.	Number of years the firm has been in business under the present name:_____
2.	Number of years of experience of the firm: _____ in providing similar services as specified in this solicitation.
3.	Describe the general background and services provided by the firm. (Attach as many sheets as needed)
4.	List the Professional Certifications currently held by the firm.
5.	Qualifications: Furnish any other relevant written information which would indicate firm's capability to perform the services contained in this solicitation. (Attach as many sheets as needed

6.	Experience: Describe the previous experience of the firm with similar accounts services as specified in this solicitation. State all locations, and dates of operation; the types and size of facility. (Attach as many sheets as needed)
7.	Describe the type of training program that personnel receive relative to the services required in this solicitation. (Attach as many sheets as needed)

8.	Describe procedures to problem solve customer issues. (Attach as many sheets as needed)

PREVAILING WAGE COMPLIANCE CERTIFICATION

(Corporate or LLC Contractor)

NAME OF FIRM:	

The undersigned, for and on behalf of the contractor named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced vendor/contractor (the contractor).

2. The contractor has complied with all provision of the Illinois Prevailing Wage Act and federal Davis-Bacon and related Acts, and all rules and regulations therein, for the past five (5) years.

3. The contractor has reviewed the applicable prevailing wage law, including the Illinois Prevailing Wage Act, and federal Davis-Bacon Act.

4. The contractor will pay the applicable prevailing wage rates.

5. The contractor will strictly comply with applicable prevailing wage laws.

6. The contractor has **not** been found by the Illinois Department of Labor to be in violation of the Illinois Prevailing Wage Act twice within the past three year period.

7. If the above answer is “NO,” list the date(s) of the Department’s finding of a violation:

_____

_____

Date Signed: _____

_____
Officer or Authorized Agent

_____
Business Name