

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY
REQUEST FOR PROPOSALS
PROFESSIONAL AUDIT SERVICES**

March 2022

CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY
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I. Advertisement

The Charlottesville-Albemarle Airport Authority (Authority), acting by and through its Chief Financial Officer, invites certified public accounting firms to submit qualifications for the selection of an auditor to provide professional audit and associated financial services to the Authority. Contract term shall be for one year beginning with the audit for the fiscal year ending June 30, 2022 and with the Authority's option to renew for up to four (4) additional one year terms for total contract length not to exceed five (5) years if agreed upon in writing by both parties.

Proposals will be received until 2:00 p.m., local prevailing time, Wednesday, April 20, 2022 by the Chief Financial Officer, Charlottesville-Albemarle Airport Authority, 100 Bowen Loop, Suite 200, Charlottesville, Virginia, 22911. One (1) original and three (3) copies of the proposal must be submitted to the Authority as a complete sealed proposal in a sealed envelope, conspicuously endorsed with the Company's name submitting the proposal (Offeror) and the phrase "Professional Audit Services" and may be mailed or hand delivered. Also within the sealed envelope, offerors must also submit one complete electronic copy of the Proposal in Microsoft Word or PDF format burned to a flash drive. Proposals received after 2:00 p.m. will be returned unopened.

The Charlottesville-Albemarle Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors 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.

All inquiries for information should be submitted in writing and be directed to Penny Shifflett, pshifflett@gocho.com, Chief Financial Officer or by fax: 434-974-7476.

II. Background

The scope of services includes completion of the annual audit for the Fiscal Year ending June 30, 2022. The Authority staff completes the Annual Comprehensive Financial Report (ACFR) for submission to the Government Finance Officers Association Certificate of Achievement program. The audit is contained within the ACFR. In addition to the audit, the successful firm will also certify the Authority's compliance with its revenue covenant for four series of bond issues.

The audit is to be performed in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by Comptroller General of the United States; and the *Specifications for Audit of Authorities, Boards, and Commissions* issued by the Auditor of Public Accounts of the Commonwealth of Virginia; as well as additional requirements required by the U.S. Office of Management and Budget's (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (commonly called "Uniform Guidance") and the Federal Aviation Administration, *Passenger Facility Charge Audit Guide for Public Agencies*.

The Authority desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The Authority also desires the auditor to express an opinion on the fair presentation of its schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the Annual Comprehensive Financial Report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards; the U.S. Office of Management and Budget as mandated by Uniform Guidance; the Federal Aviation Administration as mandated by the *Passenger Facility Charge Audit Guide for Public Agencies*. The auditor shall also be responsible for performing certain limited procedures as required by the Authority's financing agreements with Virginia Resources Authority for its Airport Revenue Bonds (Series 2014 and 2021) and any other financing agreements that may transpire throughout the duration of the resulting contract. Finally, the auditor may be asked to perform certain limited procedures or to provide guidance as requested from time-to-time to assist the Authority in future financial transactions, including but not limited to revenue bond issues, contract reviews, etc.

Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*.

3. A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB's Uniform Guidance and Passenger Facility Charge (PFC) Program including associated schedules.

In the required report[s] on compliance and internal controls, the auditor shall communicate any significant deficiency (or deficiencies) in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report[s] on compliance and internal controls. The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Chief Financial Officer, Chief Executive Officer, and Chair of the Audit Committee.

Reporting to the Staff

Auditors shall assure themselves that the Authority's finance staff is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies. Whenever GASB has released new standards, the following steps are requested by the Authority for this Auditor to perform:
 - Determination of whether or not the pronouncement applies to the Authority for inclusion in its ACFR. The Auditor should communicate both for each pronouncement. For those that will apply, the auditor will communicate the Fiscal Year ending it will be due and other relevant dates as applicable.
 - Assistance with information needed for the pronouncement, i. e., what information is needed to implement.
 - Authority will propose possible accounting entries, GL accounts and get auditor's feedback before posting.
 - Auditor will give suggestions or templates for note disclosures where applicable.
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements

6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

Special Considerations

1. The Authority will send its ACFR to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the Authority to meet the requirements of that program as well as prepare the report for submission. The selected firm will prepare financial statements and related disclosures along with statistical tables, schedules and supplementary information for inclusion in the ACFR.
2. The auditor will prepare The Schedule of Expenditures of Federal Awards, The Statement of Cash Flows and related auditor's report, as well as the reports on compliance and internal controls that are to be issued as part of the Annual Comprehensive Financial Report.

Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Authority of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the Authority.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. Timeline for Completion

The following is a timeline for the Request for Proposals for Professional Audit Services:

- April 11, 2022: Questions by email to pshifflett@gocho.com or in writing mailed to Charlottesville-Albemarle Airport, Attn: Chief Financial Officer, 100 Bowen Loop, Suite 200, Charlottesville, VA 22911.
- April 14, 2022: Any addenda issued
- April 20, 2022: Proposals due by 2:00pm EST.
- May 2, 2022: Recommendation made by selection committee
- May 10, 2022: Board communication/decision
- May 11, 2022: Firm notified of Award.

IV. Operational Information

The Charlottesville-Albemarle Airport is owned and operated by the Authority, a political subdivision of the Commonwealth of Virginia. The Authority is self-supporting through a combination of airline, concession and parking fees as well as miscellaneous airport operating and use agreements.

The Authority receives Federal Aviation Administration (FAA) and Virginia Department of Aviation (VDOA) entitlement and discretionary funds to support its capital improvement program. In addition, the Authority is authorized to impose a \$4.50 Passenger Facility Charge (PFC) with a current charge expiration date of May 1, 2023.

In addition to federal and state regulations, the Authority's financial operations are specifically governed by the airline residual use agreement, the Authority's Indenture of Trust for its Airport Revenue Bonds, and the Acts of the Virginia General Assembly of 1984 which established the Airport Authority.

The Authority is required to undergo an annual audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the Specifications for Audits of Authorities, Boards, and Commissions issued by the Auditor of Public Accounts of the Commonwealth of Virginia and *The Passenger Facility Charge Audit Guide for Public Agencies* issued by the Federal Aviation Administration (Guide) for its Passenger Facility Charge Program.

V: Proposal Preparation and Submission Instructions:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the Authority as a complete sealed proposal. Also within the sealed envelope, Offerors must also submit one complete electronic copy of the Proposal in Microsoft Word or PDF format burned to a flash drive. No other distribution of the proposal shall be made by the Offeror.
2. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Authority requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Authority. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

B. PROPOSAL PREPARATION: Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

C. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the Authority may properly evaluate your capabilities to provide the required professional services. Offerors are required to submit the following items as a complete proposal. Responses to Sections 1 and 2 shall be limited to 15 pages and shall include tabs delineating each section.

1. Section 1 – Methodology/Specific Plan: Provide a description of methodology of the Offerors design and management processes incorporating an understanding of the goals and criteria of this Request for Proposal and how the Offeror intends to meet those goals and criteria. Provide a specific plan for providing the services.
2. Section 2 – Experience: A written narrative statement to include:

- Experience in providing the services described herein
- Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the Offeror has with the proposed employees, consultants, and sub-consultants.
- Resumes of staff to be assigned to the project, including education, related experience, and license(s), if any.
- Office location and accessibility of key personnel to the Charlottesville-Albemarle Airport.
- References: Provide at least four references for which work of a similar nature to that described herein was performed within the past three years. The reference should include the name, title, address, phone number, and email for the person on the owner’s team most intimate with the details of project being referenced. See Attachment B - Offeror Data Sheet.
- Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized.

VI: Evaluation and Award Criteria:

This section is in two parts. The first part, “Evaluation Criteria,” explains how the

proposals will be evaluated. The second part is the “Award of Contract” clause that states how the award will be made.

Evaluation Criteria: Proposals shall be evaluated by the Authority using the following criteria:

1. Specific plans or methodology to be used to perform the services. The ability, capacity, and skill of the firm to perform the work described herein in a manner consistent with Authority’s goals and standards. This should be addressed in *Section 1 - Methodology* portion of the proposal. Weight = 40%
2. Qualifications and experience of Offerors staff to be assigned to perform the services. The professional competence, experience, and continuity of the proposed staff to perform the services needed within the timeframe designated. The firm must provide assurance that the continuity of the auditing team will be maintained and not changed without prior approval of the Authority. Offerors are required to provide current resumes for the individuals that they propose for this project. The resumes must specifically describe their training, certification levels, and experience. This should be addressed in *Section 2 – Experience* portion of the proposal. Weight = 30%
3. References from other clients. Quality of References. Satisfaction of former clients such as the Offerors: creativity in problem solving; management (including the ability to complete the work within prescribed budget and schedule constraints); quality and accuracy of work product; this should be addressed in *Section 2 – Experience* of the proposal. Weight = 20%
4. Strength of overall proposal. Overall quality of proposal submitted that specifically addresses the Authority’s Request for Proposals including the basic approach and understanding of the Authority’s objectives. This will be a component of the overall proposal. Weight = 10%

Award of Contract:

The Authority may engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the Authority may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Authority shall select in the order of preference two

or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Authority can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the Authority determine in writing and at its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The Authority will notify Offerors by May 11, 2022 whether they have been awarded the Audit contract.

The Authority reserves the right to reject any or all proposals, to waive informalities in any proposals received, and to initiate alternative procurement procedures at any time if it is in the best interest of the Authority to do so.

VII. Form of Contract

Any contract issued as the result of this Request for Proposals shall include, as a minimum, the following provisions:

A. Non-Discrimination and Drug Free Workplace

During the performance of this contract, Auditor agrees as follows:

1. Auditor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to Auditor's normal operation. Auditor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Auditor will, in all solicitations or advertisements for employees, state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this contract.
3. Auditor will include the provisions of the foregoing paragraphs (1) and (2) in every subcontract or purchase order of over ten thousand (\$10,000), so that such provisions will be binding upon each subauditor or vendor.

During performance of this contract the auditor agrees as follows: (i) to provide a drug free work place for the auditor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled

substance or marijuana is prohibited in the auditor's workplace, specifying the actions that will be taken against employees for violation of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the auditor that the auditor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the auditor, where employees at such site are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

B. Indemnity

1. The Offeror shall indemnify and hold harmless the Authority, its agents, employees and officials from any and all liability, expenses (including attorneys' fees), or claims which may be recovered from, or may be sought to be recovered from, the Authority by reason of or on account of any form of damage, which damage is caused by the negligence or other wrongful acts or omissions of the Offeror or any agents or employees of the Offeror in the performance of the contract.

C. Insurance

1. Insurance Requirements: The Offeror, at its sole expense, and before commencing any services under this Contract, shall secure from a company or companies licensed or authorized to do business in the Commonwealth of Virginia the following types of insurance to insure against claims and damages which may arise out of or result from the performance or non-performance of services under this Contract by the Offeror or by anyone directly or indirectly employed by the Offeror, and by anyone for whose acts the Offeror may be legally liable:
 - a. Professional liability insurance, including contractual liability, with \$2,000,000 per claim. This insurance shall cover claims resulting from professional errors and omissions of the Offeror and its subcontractors and subconsultants, in connection with the performance of this Contract. Professional liability insurance shall be written to cover all costs of correcting defects and deficiencies, including unapproved deviations arising from the professional liability or errors and omissions of the Offeror and its subcontractors and subconsultants providing professional services at all tiers, and shall be written on a project-specific basis. Such insurance shall be excess to liability insurance required hereunder with respect to third-party bodily injury and property damage claims. The policy shall not contain any provision of exclusion (including any so-called "insured versus insured" exclusions or "cross-liability" exclusion) the effect of which would be to prevent, bar or otherwise preclude the Owner and the Offeror from making a claim which the policy would otherwise cover, because the claim is brought by an insured or additional insured against an insured or additional insured under the policy. If no single policy can be procured to provide the coverages listed,

multiple policies shall be procured to satisfy these requirements.

- b. Automobile Liability. \$500,000 combined limit, per occurrence, for bodily injury and property damage.
 - c. Commercial general liability insurance (including product/completed operations, contractual liability, and independent contractors) with a limit of not less than \$1,000,000 per occurrence / \$2,000,000 per year, and naming the Owner and Owner's officers, employees, and agents as additional insured. Coverage shall include premises/ operations liability; products and completed operations coverage; independent contractors liability; owners' and contractors' protective liability; and personal injury liability (libel, slander, defamation, etc.).
 - d. Workers' compensation coverage as may be required according to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. (together, (a), (b), and (c) set forth the "Required Insurance" for this Contract).
2. Duration of Insurance Coverage: The Offeror shall maintain the Required Insurance in effect throughout the Initial Term and any renewal term(s) of this Contract and for three (3) years following the expiration of any term or any earlier date on which the Contract is terminated. Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, the Offeror shall immediately (within one business day) notify the Owner. The Offeror's failure to comply with any of the requirements of this section shall constitute a material breach of this Contract, entitling the Owner to terminate the Contract. The Offeror shall not allow any subcontractor to perform any services in connection with an airport development project unless the subcontractor has obtained and continues to maintain for the duration of such work or services the same Required Insurance described in this section.
 3. Requirement for Certificates of Insurance: Simultaneously with its execution of this Contract, the Offeror shall provide the Owner with one or more certificate(s) of insurance confirming the Required Insurance, signed by a person authorized by the insurance company to bind it to the representations contained therein, or other evidence of the Required Insurance satisfactory to the Owner. These certificates shall be provided to the Owner by the Offeror upon execution of this Contract, then again (without demand by the Owner) on or before the expiration date of any policy, and upon each anniversary of the Commencement Date of this Contract. Also, a certificate of insurance shall be provided to the Owner by the Offeror at other times throughout the Term of this Contract, within ten days of any request by the Owner. Upon demand by the Owner, the Offeror shall furnish the Owner with copies of the Offeror's insurance policies

D. Modification

This Agreement may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Agreement.

E. Termination

The Authority may terminate this Agreement at any time, for any reason or for its convenience, upon thirty days' advance written notice to the Auditor. In the event of such termination the Auditor shall be compensated for services and work performed prior to termination.

ATTACHMENTS:

ATTACHMENT A:	Signature Sheet
ATTACHMENT B:	Offeror Data Sheet
ATTACHMENT C:	Certification of No Collusion
ATTACHMENT D:	Proprietary/Confidential Information Identified
ATTACHMENT E:	General Terms and Conditions
ATTACHMENT F:	FAA Contract Provisions for NON-AIP Contracts

ATTACHMENT A

SIGNATURE SHEET

RFP# Charlottesville-Albemarle Airport Authority

Title: Professional Audit Services

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature In Ink)
_____ Zip Code: _____	Name: _____
Telephone Number: (____) _____	(Please Print)
Fax Number: (____) _____	Title: _____
FEI/FIN NO. _____	E-mail Address: _____

State Corporation Commission ID Number (**required ***):

ATTACHMENT B

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

Social Security Number: _____ If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone:(____) _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company _____ Contact: _____

Phone:(____) _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone:(____) _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone:(____) _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT C

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certification of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA
CITY OF CHARLOTTESVILLE, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

ATTACHMENT E

GENERAL TERMS AND CONDITIONS

APPLICABLE TO CONTRACTS BETWEEN THE CHARLOTTESVILLE ALBEMARLE AIRPORT AUTHORITY AND NON-GOVERNMENTAL PARTIES FOR THE PURCHASE OF GOODS AND SERVICES

- 1.) **General Application.** These general terms and conditions apply to all Authority purchases of goods and services, including, without limitation, construction, insurance, and other services. They shall be deemed an integrated part of each contract entered into between the Charlottesville-Albemarle Airport Authority (“Authority”) and a non-governmental party. In the event of a conflict between these general terms and conditions and any other provision of a contract between the Authority and a non-governmental party, the provisions of these general terms and conditions shall govern the parties’ agreement.
- 2.) **Modification of contract pricing.** (VA. Code §2.2-4309). No fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of Authority’s governing body. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder from the consequences of an error in its bid, proposal or price quote.
- 3.) **Energy Forward Pricing Mechanisms.** (VA. Code §2.2-4329.1). For the purpose of budget risk reduction, Authority may use forward pricing mechanisms, consistent with Authority’s written policies and procedures governing the use of forward pricing mechanisms. Any contract for natural gas, heating oil, propane, diesel fuel, unleaded fuel, and any other energy source, but excluding contracts for the purchase of electricity, may include a forward pricing mechanism which either: (i) Obligates Authority to buy or sell a specified quantity of energy at a future date, at a set price or (ii) Includes an option for the sale or purchase of the contract.
Forward pricing mechanism transactions shall be made only under the following conditions:
(i) Authority’s obligations shall be subject to the availability and annual appropriation of funding;
(ii) The quantity of energy affected by the forward pricing mechanism shall not exceed the estimated energy use for Authority for the same period, which shall not exceed 48 months from the trade date of the transaction; and (ii) a separate account shall be established by the contractor for operational energy for the Authority. Contractor shall be required to cooperate and assist Authority with any and all internal and external audit reviews, and with the preparation and submission of annual reports to Authority’s internal investment committee.
- 4.) **Modification (extension) of Contract Term** (VA. Code §2.2-4309). Authority may extend the term of an existing contract for services, to allow completion of any work undertaken but not completed during the original term of the contract. Any such extension of time shall be in writing and signed by an authorized representative of the Authority.
- 5.) **Annual appropriations condition.** For any contracts that cannot or will not be completed within a single fiscal year: notwithstanding anything in this contract to the contrary, beyond the initial fiscal year in which performance is commenced, Authority’s obligations are and shall be subject to and expressly conditioned upon the availability and appropriation of public funds by Authority to support continued performance in succeeding fiscal years. When funds are not appropriated or otherwise made available to support continuation of performance in a

succeeding fiscal year, the order for goods, or contractor's performance of services, as applicable, shall be canceled and the Contractor shall be reimbursed for the reasonable value of any goods ordered and received, and services completed, prior to the end of the preceding fiscal year.

- 6.) **No Discrimination by Authority** (VA. Code §2.2- 4310). In the solicitation or awarding of contracts, Authority shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. **THE AUTHORITY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS**, and shall comply with the requirements of VA Code §2.2-4343.1, as may be applicable.
- 7.) **No Discrimination by Contractor** (Contracts Over \$10,000) (VA. Code §2.2-4311). During the performance of a contract where contractor's compensation is more than \$10,000, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 8.) **Compliance with Federal Immigration Laws** (VA. Code §2.2-4311.1). The contractor expressly warrants and certifies that it does not, and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 9.) **Contractor's Authority to Conduct Business in Virginia** (VA. Code §2.2-4311.2). A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. A contractor that enters into a contract with Authority shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Authority may void any contract with a business entity for its failure to comply and remain in compliance with the provisions of this paragraph.
- 10.) **Drug-Free Workplace Requirement** (Contracts Over \$10,000) (VA. Code §2.2-4312). During the performance of a contract where contractor's compensation is more than \$10,000, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement

notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 11.) **Workers' Compensation Coverage** (Construction Contracts) (VA. Code §2.2-4332). No contractor shall perform any work on a Authority construction project unless and until he has obtained, and continues to maintain for the duration of the work, workers' compensation coverage required pursuant to the provisions of Chapter 8 (§ 65.2-800 et seq.) of Title 65.2.
- 12.) **Contractor's License** (Construction Contracts) (VA. Code §54.1-1115). No individual or business entity shall contract for, or bid upon, the construction, removal, repair or improvements to or upon real property owned, controlled or leased by Authority without a state-issued license or certificate, or without the proper class of license as defined in VA. Code § 54.1-1100 for the value of work to be performed.
- 13.) **Purchase of building materials, etc., from architect or engineer prohibited** (VA. Code §2.2-4374). No building materials, supplies or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person employed as an independent contractor by the Authority to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association or corporation in which such architect or engineer has a personal interest. No building materials, supplies or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the Authority to furnish architectural or engineering services in which such person has a personal interest. For purposes of this paragraph, the term "personal interest" shall have the meaning set forth within VA. Code §2.2-3101.
- 14.) **Bonds and alternate forms of security** (VA. Code §§2.2-4337 and -4338). Where any payment or performance bond, with surety, is required, each of the bonds shall be executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia. Each of the bonds shall be filed with Authority.

In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by Authority attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for a required bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to Authority equivalent to a corporate surety's bond.

- 15.) **Required Insurance.** The specific insurance requirements for this contract, if any, ("Required Insurance") have been specifically set forth within the Specifications/Special Terms and Conditions of the procurement documents. All policies of Required Insurance shall be issued by

a company authorized to do business within the Commonwealth of Virginia. (See VA. Code§38.2-518).

Prior to award, the contractor shall be required to demonstrate that it has obtained the Required Insurance, and that each Required Insurance Policy has been endorsed (i) to name Authority, its officers, employees and agents as additional insured parties, and (ii) to confer rights upon Authority to receive at least 30 days' advance notice of cancellation or nonrenewal. Proof of insurance and required endorsements shall be demonstrated through production of copies of the Required Insurance policies and endorsements, or other evidence satisfactory to Authority. If a standard form insurance certificate is utilized, the insurance certificate must contain the Policy ID number(s) as well as the specific Endorsement Number(s), along with a description of the purpose(s) of the referenced endorsements.

- 16.) **Prompt Payment by Authority** (VA. Code §§2.2- 4352, 2.2-4353) Authority shall promptly pay for the completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of the goods or services; or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after the invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Unless otherwise provided under the terms of the contract for the provision of goods or services, if Authority fails to pay by the required payment date then Authority shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- 17.) **Contractor's Tax ID** (VA. Code §2.2-4354(2)). Notwithstanding the foregoing, contractor shall have no right to receive payment from Authority unless and until (i) for an individual contractor, the contractor must provide his social security number to the Authority, and (ii) for proprietorships, partnerships, and corporations, any such entity must provide its federal employer identification number to the Authority.
- 18.) **Notice of defects or impropriety** (VA. Code §2.2-4352). Within 20 days after the receipt of an invoice, or of goods or services, the Authority shall notify the supplier of any defect or impropriety that would prevent payment by the payment date.
- 19.) **Interest**. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month on amounts owed by Authority to contractor which remain unpaid by the required payment date. (See VA Code §2.2-4354)

No interest penalty shall be charged when payment is delayed because of disagreement between Authority and a vendor regarding the quantity, quality or time of delivery of goods or services or the accuracy of any invoice received for the goods or services. The exception from the interest penalty provided by this paragraph shall apply only to that portion of a delayed payment that is actually the subject of the disagreement and shall apply only for the duration of the disagreement.

- 20.) **Retainage (Construction Contracts)** (VA. Code §2.2-4333). In any construction contract that provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least 95 percent of the earned sum when payment is due, with no more than 5 percent being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract for a public project

that provides for similar progress payments shall be subject to the provisions of this section.

- 21.) **Escrowed Retainage (Construction Contracts)** (VA. Code §2.2-4334). For a construction contract involving \$200,000 or more, for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, where portions of the contract price are to be retained, the contractor is authorized to elect to utilize an escrowed retainage procedure, via notification submitted with its bid submission.

In the event the contractor elects to use the escrow account procedure, the contractor shall execute an escrow form, substantially the same as that used by VDOT, and shall submit the executed escrow form to Authority within 15 calendar days after notification. If the escrow agreement is not submitted within the 15-day period, the contractor shall forfeit his rights to the use of the escrow account procedure. Any designated escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth. If the construction contract includes payment of interest on retained funds, the contractor shall, exclusive of reasonable circumstances beyond the control of the contractor, be required to pay a penalty specified within the construction contract for each day exceeding the completion date stated in the contract.

- 22.) **Payment of subcontractors required** (VA. Code §2.2-4354) Within seven days after receipt of amounts paid to the contractor by Authority for work performed by the subcontractor under that contract the contractor shall: (a) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (b) notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from Authority for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (b), above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor pursuant to this payment clause shall not be construed to be an obligation of Authority. No contract modification shall be made for the purpose of providing reimbursement for the interest charge, and no cost reimbursement claim shall include any amount for reimbursement for the interest charge.

- 23.) **Contract disputes and claims** (VA. Code §2.2- 4363). Written notice of the contractor's intention to file a claim, whether for money or other relief, shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. Contract claims, whether for money or other relief, shall be submitted in writing to the Authority no later than 60 days after the contractor's receipt of final payment; provided, however, that written notice of the contractor's intention to file a claims shall have been given at the time of the occurrence, or at the beginning of the work, upon which the claim is based. Claims shall be considered by Authority in accordance with VA Code §2.2-4363.

The final decision of Authority shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by Authority, by instituting legal action as provided in VA Code §2.2-4364.

- 24.) **Trade Secrets; Proprietary Information.** Except as provided in VA Code §2.2-4342, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (VA Code § 2.2-3700 et seq.). Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records. Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction or prequalification application shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); provided that the bidder must (i) invoke the protections of the referenced VA. Code section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Each bidder is solely responsible for protecting its trade secrets or proprietary information in accordance with these instructions.
- 25.) **Applicable Law.** Any contract resulting from a Authority procurement transaction shall be governed in all aspects by the laws of the Commonwealth of Virginia, without regard to conflict of laws' provisions, and any litigation with respect thereto shall be brought in the Circuit Court for Albemarle County, Virginia, or other court presiding within the territory in which Authority is situated.
- 26.) **No Collusion** (VA. Code §18.2-498.4). Any person offering or agreeing to transact business with Authority may be required to submit a certification that the offer or agreement or any claim resulting therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under this article.
- 27.) **No Waivers of Sovereign or Governmental Immunity.** No action or omission of Authority, and no terms, conditions or provisions within any contract resulting from this procurement transaction, shall be deemed or construed as a waiver of any sovereign or governmental immunity to which Authority may be entitled under the laws of the Commonwealth of Virginia, or any applicable federal law.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR NON-AIRPORT IMPROVEMENT PROGRAM (AIP) CONTRACTS**A1 CIVIL RIGHTS - GENERAL CIVIL RIGHTS PROVISIONS****Clause that is used for Contracts
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 subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A2 CIVIL RIGHTS – TITLE VI SOLICITATION NOTICE

Dollar Threshold: \$0

The Charlottesville-Albemarle Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors 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.

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:

- 1. 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.
- 2. Nondiscrimination:** 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.
- 3. 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.
- 4. 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.

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 the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The 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. 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.

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 (hereinafter referred to as the "Contractor") 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 USC § 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 USC § 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 USC § 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 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).

A3 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOLICITATION CLAUSE

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.