



REQUEST FOR PROPOSALS (RFP)
CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY,
CHARLOTTESVILLE, VA

Charlottesville-Albemarle Airport (CHO)

RFP NUMBER

RFP# 2021-01

RFP TITLE

**Terminal Back Up Power and Generator Upgrade at the
Charlottesville Albemarle Airport (CHO)**

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide an assessment of existing commercial power, a plan that achieves the survivability of the passenger terminal during commercial power outages, and the purchase and installation of any necessary upgrades and equipment to achieve the plan and sustain the terminal of the Charlottesville Albemarle Airport (CHO).

**DEADLINE FOR
RFP SUBMISSIONS**

Deadline for Receipt of Proposals:

December 21, 2020 - 2:00 P.M. Eastern Time

**SUBMIT RFP TO
THIS ADDRESS**

Deliver Proposals To:

**Charlottesville Albemarle Airport Administration Office,
100 Bowen Loop, Suite 200,
Charlottesville, VA 22911
Attention: Jason Devillier**

**INSTRUCTIONS
FOR
SUBMITTING
PROPOSALS
(SEE SECTION
2 of RFP
#2021-01)**

LATE, FAXED, ELECTRONIC MAIL OR UNSIGNED PROPOSALS WILL BE REJECTED

See RFP #2021-01 Section 2 for Instructions

**DIRECT ALL INQUIRES
TO**

NAME F. Jason Devillier, C.M,

TITLE Director of Operations, Maintenance & Const.

PHONE # 434/973-8342 x 103

FAX # 434/974-7476

EMAIL jdevillier@gocho.com

WEB SITE <http://www.gocho.com/organization-info/public-notices/>

DATE RFP ISSUED: November 30, 2020

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1.0 GENERAL INFORMATION

1.1 Introduction/Background

The Charlottesville Albemarle Airport Authority is a political subdivision of the Commonwealth of Virginia, created in 1984 by the Virginia Acts of Assembly. The Authority board consists of the City Manager, the County Executive, and one private citizen appointed from the Charlottesville Albemarle Joint Airport Commission. The Commission is an advisory group consisting of seven members appointed by the Charlottesville City Council and Albemarle County Board of Supervisors. The Authority owns and operates the Charlottesville Albemarle Airport (CHO) airport which serves the greater Central Virginia region. The daily management of the airport is overseen by the Executive Director and a staff of approximately 50, including the following departments: parking, administration, customer service, marketing, maintenance, and public safety.

The CHO is a non-hub commercial facility served by three major airlines with approximately 50 daily pre-COVID19 flight departures/arrivals. These airlines served over 750,000 passengers in FY19 and included the following pre-COVID19 flights:

- Delta Air Lines – Atlanta, New York City - LGA
- American Airlines – Chicago, Charlotte, Philadelphia, and New York City - LGA
- United Express – Washington-Dulles, Chicago

CHO's passenger terminal was built in 1991 and several modifications have been made throughout the terminal, however not all aspects of the terminal were prioritized to have back up power. The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide the design, fabrication, installation and all equipment required to sustain CHO in the event that commercial power is lost or unavailable.

This Request for Proposal (RFP# 2021-01) is issued on behalf of the Charlottesville - Albemarle Airport Authority by F. Jason Devillier, C.M. who is the sole point of contact for the Authority during the procurement process. Copies of the RFP may be obtained by contacting him via email: jdevillier@gocho.com

1.2 Scope of the Project

Project Description

The Charlottesville Albemarle Airport Authority is interested in a single contractor that can provide all the services, equipment and material to:

- **Assess the existing airport terminal electrical power services.**
- **Develop a plan that assures complete survivability of the terminal on back up/emergency power.**
- **Implement the plan to include the purchase and installation of any necessary upgrades and equipment that will sustain when commercial power is not available.**

The project includes demolition work to remove and dispose of an existing out of service generator, the disconnection of two existing generators, and the removal of two existing automatic transfer switches (south terminal).

The design, installation and reconfiguring of a new, properly sized diesel generator, and two transfer switches capable of providing 100% power for 1200 amp service (south terminal).

Design, reconfigure and installation of service entrance cabling to protect 600 amp service from a 2,000 KW generator and installation of a new transfer switch (north terminal), as recommended in the submitted plan.

The proposer shall be responsible for all required permits, compliance with all electrical and fire codes, and providing engineer stamped electrical documents.

Proposers shall be required to provide all work for the installation to include safety, temporary partitions and signage.

Proposers will be required to repair and maintain the installed system for two years.

Work will require access to the terminal secured areas, and shall be subject to security access and badging requirements at the expense of the proposer.

Staging and storage of equipment and materials shall be the responsibility of the proposer at a location provided and approved by Airport.

The proposer is required to provide a proposed schedule for the project to include the removal and installation, which shall be coordinated with the Airport.

PROJECT NOTES:

- The Authority, as owner of the airport, will serve as project manager for the process.
- The Contractor shall provide the Authority a contractor's and manufacturer's warranty for all work.
- The Contractor shall provide the Authority with a set of "as built" drawings, equipment manuals, maintenance manuals and related documents.

1.3 Definitions

The following definitions are used throughout the RFP.

"Authority" means the Charlottesville-Albemarle Airport Authority.

"Airport or CHO" refers to the Charlottesville Albemarle Airport, owned and operated by the Authority and located at 100 Bowen Loop Suite 200, Charlottesville, Virginia 22911.

"Contractor" means offeror awarded the contract.

"Offeror/offeror" means a firm submitting a proposal in response to this RFP.

"RFP" means and refers to this Request for Proposals, dated November 30, 2020

1.4 Clarification of the specifications

All inquiries concerning this RFP must be directed in writing to the **person indicated on the cover page** of the RFP Document (electronic mail is the preferred method).

Mailing Address: [F. Jason Devillier, C.M.](mailto:fjdevillier@gocho.com)
Charlottesville Albemarle Airport
100 Bowen Loop, Suite 200
Charlottesville, Virginia 22911

Email: jdevillier@gocho.com

All inquiries and questions concerning this RFP, its provisions or requirements must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.6)

Offerors are prohibited from communicating directly with any employee of the Authority, except the employee identified above. No Authority employee or representative other than those individuals listed as Authority contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.5 Addendums or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, written addendums will be posted on the Authority's web site at <http://www.gocho.com/organization-info/public-notices/>.

It shall be the responsibility of the offerors to regularly monitor the Authority's web site for any such postings. Offerors must acknowledge the receipt / review of any addendum(s) at the bottom of the RFP Cover Page.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any addendums thereof.

1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the Authority. In the event that the Authority finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Authority's web site at <http://www.gocho.com/organization-info/public-notices/>. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
November 30, 2020	Date of issue of the RFP
December 7, 2020	Pre-Proposal Meeting - Attendance is mandatory. 2:00 p.m. in the Airport Lower Level.
December 11, 2020	Last day for submitting written inquiries (4:00 p.m. Eastern Time)
December 16, 2020	Response to RFP Questions
December 21, 2020	Proposal Submission Deadline (2:00 p.m. Eastern Time)
December 28, 2020	Interviews
December 30, 2020	Notice of Intent to Award will be posted on Authority's website
January 4, 2021	Contract start date

1.7 Contract Term

The contract shall be effective on the date indicated on the contract execution date and shall run [for the duration required to complete the project.](#)

1.8 Reasonable Accommodations

The Authority will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at the pre-proposal meeting or RFP opening, please contact F. Jason Devillier, C.M., Director of Operations, Maintenance & Construction at jdevillier@gocho.com.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

Proposals shall be signed by an authorized representative of the Offeror, indicating the offerors agreement to be bound by the offer submitted to the Authority for a period of not less than 60 days from the date that is the deadline for receipt of proposals.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity and brevity of content. Offerors are not expected to expend resources developing story boards, creative copy and similar materials. Do not submit an extensive array of promotional brochures and marketing information.

All data, materials and documentation submitted with the Proposal to the Authority shall be subject to public inspection in accordance with the Virginia Freedom of Information Act, with the exception of trade secrets or proprietary information which have been properly marked prior to submission to the Authority strictly in accordance with instructions within Section 2.2, following below.

Unless otherwise noted, no proposal may be withdrawn from consideration for 60 days from quotation opening.

2.2 Proprietary Information

If any proposal submitted in response to this RFP contains trade secrets or proprietary information which the offeror does not desire to be open to public inspection, it shall be the sole responsibility of the offeror to mark those items in advance of submitting them to the Authority, and such marking shall be strictly in accordance with the provisions of Virginia Code Section 2.2-4342(F).

2.3 Incurring Costs

The Charlottesville - Albemarle Airport Authority is not liable for any cost incurred by offerors in replying to this RFP.

2.4 Submittal Instructions

Proposals must be received in by the Authority by the specified deadline (both the date and time stated within the calendar of events, see Section 1.6, above). All proposals will be time-stamped in the Director of Finance & Administration office as they are received. Once received, Proposals received in response to this RFP will not be returned to the proposers.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Offeror's name and address
- RFP Identification (lower left corner of package): RFP#2021-01

- Deadline (date and time) for Submission of Proposals

2.5 Required Copies

Offerors must submit **an original and three (3) complete copies of its proposals.**

All hard copies of the proposal must be on 8.5"x11" individually securely bound. The required electronic copy shall be **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format burned to a flash drive, CD or DVD.**

2.6 Proposal Organization and Format

Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are as follows:

- Proposal Form ([Attachment A to this RFP](#))
- Introduction (See Section 4.2 of this RFP)
- Organizational Qualifications (See Section 4.3 of this RFP)
- Staff Qualifications (See Section 4.4. of this RFP)
- Project Approach (See Section 4.5 of this RFP)
- Pricing & Fees (See Section 4.6 of this RFP)
- Appendices (Additional Information the offeror submits)

2.7 Reservation of Rights

The Authority reserves the right to cancel this RFP at any time, and to reject any proposal received in response to this RFP.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

Initially each proposal will be reviewed as to the qualifications of the offeror and to determine which offerors are best suited among those submitting proposals. This review shall be performed on the basis of the factors involved in this RFP, including price.

3.2 Proposal Scoring

Proposals will be reviewed by an evaluation team and scored against the criteria set forth within Section 3.3 below.

3.3 Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Percent</u>
1	General requirements - Conformance with format and content requirements as outlines in Sections 4.1 and 4.2	10
2.	Organizational Capabilities (Section 4.3)	10
3.	Staff Qualifications (Section 4.4)	10
4.	Similar projects and references (Attachment A)	20
5.	Project Approach (Section 4.5) Firm's demonstrated understanding of the project objective	40
6.	Pricing and Fees	10
	TOTAL	100

3.4 Negotiations

The Authority will select two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the evaluation factors specified in Section 3.3, above. Interviews and negotiations will then be conducted with each of the offerors selected.

However: should the Authority determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Notice: once notified of being selected to participate in negotiations, an offeror shall promptly state, in writing, any exception(s) to any liability provisions contained in the RFP, prior to the commencement of negotiations. Any exceptions noted shall be considered during negotiation.

After interviews and negotiations have been conducted with each of the offerors so selected, the Authority will select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

3.5 Investigation

The Authority may make such investigations as deemed proper and necessary to make a determination as to whether an Offeror is fully qualified to perform the services sought by this RFP. Upon request by the Authority, an Offeror shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority may also acquire and consider information obtained from the following sources:

1. Other existing information available to the Authority, including financial

data and records concerning Offeror's performance.

2. Publications, including trade and financial journals or reports, and
3. Other sources, including financial advisors, banks and other financial institutions and other public airports.

3.6 Contract

Any contract awarded as a result of this RFP will be a written contract in a form approved by general legal counsel for the Authority, incorporating all the requirements, terms and conditions of the RFP and the successful Offeror's Proposal, as negotiated between the parties.

3.7 Notice of Intent to Award

Once the Authority has concluded the competitive negotiations process, the Authority will post a "Notice of Intent to Award" on its website.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Proposal Form (Attachment A)

4.2 Introduction

- Brief overview of the firm to include the size of the firm and other general/introductory information.

4.3 Organization Capabilities

Describe the firm's experience and capabilities in completing similar projects for airport entities. (Please limit responses to 5 projects - be specific and identify projects, dates, costs, and results). Please be sure to only include examples that best reflect your firm's abilities and skills and identify any unique phasing requirements associated with the projects. These 5 projects may also be used as the references in Attachment A. However, when providing examples of the organization's capabilities, the focus should be on similar projects and information provided should be sufficient to allow evaluators to determine if Offeror is capable of performing the Scope of Work requested.

4.4 Staff Qualifications

Name and describe the experience and qualifications of team members who will be involved in CHO's project.

Provide the location of the team members that will be performing the maintenance and warranty work on the system.

4.5 Project approach

Provide a brief but informative narrative of the project approach which your firm will take if selected and identify any sub-contractors that will be used on the project.

4.6 Pricing and Fees

Proposed billing for services to include:

- Any professional fees associated with the initial walk through, design and installation support to include travel and other related expenses.
- Hourly or other fees for maintenance/support not included in initial set-up or warranty and any monthly/annual subscription fees that may be required for the systems.

5.0 ATTACHMENTS

Attachment A - Proposal Form

Proposal Form	
NAME OF FIRM:	

(Proposal documents must be completed in full and returned with any proposal submitted by offeror.)

OFFEROR:

1. Legal Business Name of offeror exactly as it appears on the proposal.

2. Addresses of offeror for purposes of notice or other communication relating to the proposal (include addresses for U.S. mail, physical deliveries, and electronic mail (email):

3. Telephone number of offeror: _____

Contact (name and title): _____

4. Offeror intends to operate the business with which this request is concerned as a () Sole Proprietorship; () Partnership; () Joint Venture; () Corporation; () Limited Liability Company, or Other:

Explain: _____

5. Attach evidence of contractors' licenses, business licenses and FEIN.

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

1. Name in full: _____
2. Residence Address: _____
_____ Zip _____
3. Business Address: _____
_____ Zip _____
4. Birth Date: _____ Place of Birth: _____
5. Social Security Number. _____ - _____ - _____ or FEIN _____
6. Years in this business: _____

PARTNERSHIP STATEMENT

If a Partnership, answer the following:

1. Date of Organization: _____
2. General Partnership () or Limited Partnership ()
3. Statement of Partnership recorded? Yes () No () Where? _____
4. Social Security numbers of partners or F.I.N. _____
5. Name, Address, and Partnership share of each general partner:

<u>NAME</u>	<u>RESIDENCE ADDRESS</u>	<u>S.S.N</u>	<u>SHARE</u>
A. _____	_____	_____	_____%
B. _____	_____	_____	_____%
C. _____	_____	_____	_____%

6. Years in this business: _____

CORPORATION STATEMENT

If a Corporation, answer the following:

- 1. When incorporated? _____
- 2. Where incorporated? _____
- 3. Is the corporation authorized to do business in Virginia? Yes () No () Attach certificate.

If so, as of when? _____

- 4. The corporation is held: Publicly () Privately ()
- 5. If publicly held, how and where is the stock traded?

6. List the following:

	<u>AUTHORIZED</u>	<u>ISSUED</u>	<u>OUTSTANDING</u>
Number of voting shares:	_____	_____	_____
Number of nonvoting shares:	_____	_____	_____
Number of shareholders:			_____

7. Furnish the name, residence address, and the number of voting and nonvoting shares of stock held by each officer, director, and principal shareholder.

	<u>NAME</u>	<u>TITLE</u>	<u>RESIDENCE ADDRESS</u>	<u>VOTING</u>	<u>NON VOTING</u>	<u>S.S.N.</u>
A.	_____	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____	_____

8. FEIN _____

9. Years in this business: _____

10. Furnish corporate resolution indicating parties authorized to contract on behalf of the corporation. Corporate resolution must contain corporate seal and be certified by the Secretary of the Corporation.

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of Organization? _____/_____/_____

2. Joint Venture Agreement recorded? Yes () No ()

_____ / _____ / _____ / _____
Date Book Page County

3. Name and address of each Joint Venturer:

	NAME	ADDRESS	PHONE
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

4. Percent of ownership of each Joint Venturer:

	NAME	PERCENT OF OWNERSHIP
A.	_____	_____%
B.	_____	_____%
C.	_____	_____%
D.	_____	_____%

6. Social Security numbers or FEIN: _____

7. Years in this business: _____

FINANCIAL AND BACKGROUND DATA

FINANCIAL STATEMENT:

Attach a complete report, prepared in accordance with generally accepted accounting principles, reflecting your current financial condition. The report must include a balance sheet and income statement no older than July 2020. You must be prepared to substantiate all information shown. If company is a subsidiary of a parent company, a financial statement for both the parent and subsidiary is to be provided.

SURETY INFORMATION:

Have you ever had a bond or surety canceled or forfeited? Yes () No ()

If yes, attach a statement naming the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

BANKRUPTCY INFORMATION:

Have you personally, or has any business with which you have been involved, ever been declared bankrupt? Yes () No ()

If yes, give date, court jurisdiction, amount of liabilities, and amount of assets.

FELONY INFORMATION:

Have you or any of your officers (describe more fully) ever been convicted of a felony?
Yes () No ()

If yes, give date, court jurisdiction, and details of conviction. _____

PENDING LITIGATION:

Provide detailed information regarding litigation, liens, or claims involving offeror.

REFERENCES

Offeror must provide at least five (5) client references for which services as identified in this RFP have been provided, including the following information. These references will be used to illustrate the vendor's ability to supply the services sought in the RFP.

REFERENCE NO. 1:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Date services were provided: _____

Nature and magnitude of services provided, business association, etc:

REFERENCE NO. 2:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Date services were provided: _____

Nature and magnitude of services provided, business association, etc:

REFERENCE NO. 3:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Date services were provided: _____

Nature and magnitude of services provided, business association, etc:

REFERENCE NO. 4:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Date services were provided _____

Nature and magnitude of services provided, business association, etc:

REFERENCE NO. 5:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Date services were provided: _____

Nature and magnitude of services provided, business association, etc:

OFFEROR'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

a. If offeror is an INDIVIDUAL, sign here:

Name

Doing Business As

b. If offeror is a PARTNERSHIP or JOINT VENTURE, at least two (2) partners must sign here:

Partnership or Joint Venture Name

BY: _____
Member of the Partnership or Joint Venture

BY: _____
Member of Partnership or Joint Venture

c. If Offeror is a CORPORATION, the duly authorized officer(s) must sign as follows:

The undersigned certified that they are respectively

_____ and _____
Title Title

of the corporation named below; that they are designated to sign this Proposal Form by the resolution (attach Certified Copy) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name

BY: _____

Title

BY: _____

Title

Dated: _____

(If a PARTNERSHIP, a general partner must sign; if a CORPORATION, the authorized corporate officers must sign, and the corporate seal must be affixed hereto.)

OFFEROR: _____

(Affix seal if applicable)

Subscribed and sworn before me this ____ day of _____ 20__

Notary

My Commission expires: _____

CERTIFICATE OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate 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 of the Code of Virginia, 1950, as amended (Section 18.2-498.1 et seq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGMENT

STATE OF VIRGINIA
COUNTY OF ALBEMARLE, to-wit:

The foregoing Certificate 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

Sec. 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 or the public funds or moneys, 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. -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.)

**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:

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.

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.

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.
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.