



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

Charlottesville-Albemarle Airport (CHO)
RFP# 2022-05 Creative Marketing and Website Services

The Charlottesville-Albemarle Airport Authority (“Authority”) invites qualified and interested creative marketing and web service professionals to submit proposals to provide their specialty services to the Authority. For a complete description of the services being procured, interested offerors should review the Request for Proposals dated December 6, 2021 (“RFP”). The RFP is posted on the Authority’s website at <http://www.gocho.com/organization-info/public-notices/> or can be obtained by emailing a request to Jason Burch at jburch@gocho.com. Any creative marketing or website services contract awarded as a result of this competitive negotiation process will be non-exclusive, and the Authority may initiate any procurement process for additional services at any time it so desires.

Proposals will be accepted by mail or delivery until 2:00 p.m., local prevailing time, Friday, December 30, 2021, by Jason Burch Deputy Executive Director, Charlottesville-Albemarle Airport Authority, 100 Bowen Loop, Suite 200, Charlottesville, Virginia, 22911. Proposals received after 2:00 p.m. on December 30, 2021 will be returned unopened. Instructions for preparation and submission of proposals are found within the RFP. A non-mandatory pre-proposal informational meeting will be held Tuesday, December 14, 2021 at 10:00 a.m. in the Authority’s conference room at the address above. For those that would like to attend virtually email Jason Burch at jburch@gocho.com. Interested offerors should check the Authority’s website prior to submission of any proposal--in the event that addendas are issued to the RFP during the procurement process. Notice of each addendum will be posted on the Authority’s website, in the same location as the RFP.

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.

The Authority may waive informalities in bids or proposals and reserves the right to cancel or reject the RFP or any proposal(s), subject to Va. Code Sec. 2.2-4319.

Jason Burch
Deputy Executive Director

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

Charlottesville-Albemarle Airport (CHO)

RFP NUMBER

RFP# 2022-05

RFP TITLE

**Creative Marketing and Website Services
for Charlottesville Albemarle Airport**

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a ~~statement of qualifications-proposal~~ for Creative Marketing and Website Services for projects that may be undertaken by the Authority.

**Deadline for Receipt of Proposals:
December 30, 2021 - 2:00 p.m. Eastern Time**

**DEADLINE FOR
RFP
SUBMISSIONS**

**Deliver Proposals To:
Charlottesville Albemarle Airport Administration Office,
100 Bowen Loop, Suite 200,
Charlottesville, VA 22911
Attention: Jason Burch**

**SUBMIT RFP
TO THIS
ADDRESS**

LATE, FAXED, OR UNSIGNED STATEMENTS WILL BE REJECTED

See #RFP #2022-05, Section 2 for Instructions

**DIRECT ALL
INQUIRIES TO**

NAME Jason Burch

TITLE Deputy Executive Director

PHONE # 434/973-8342 x 115

FAX # 434/974-7476

E-MAIL jburch@gocho.com

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

DATE RFP ISSUED: December 6, 2021

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1.0 GENERAL INFORMATION

1.1 Introduction

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 composed 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), which serves the greater Central Virginia region. The Airport's daily management 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. Flight schedule varies due to the COVID-19 Pandemic with pre-pandemic destinations noted as follows:

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

1.2 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 the individual or firm selected for award of a contract with the Authority.

“**Offeror**” means an individual or firm submitting a statement in response to this RFP.

“**RFP**” means and refers to this Request for Proposals, Authority RFP #2022-05.

“**Work Order**” means and refers to the document signed by both the Authority and the Contractor, by which the Authority accepts the Contractor's estimate of costs of the labor, equipment, and materials required to perform specific services described within such document and requests the Contractor to perform such services.

1.3 Purpose of Request

The Charlottesville-Albemarle Airport Authority (hereinafter referred to as “Authority”) is seeking proposals from qualified firms with extensive experience to provide creative marketing and website design services on an as-needed basis. Examples of services to be provided are noted in Section 1.4.

The Charlottesville - Albemarle Airport Authority’s Executive Director will administer any contract resulting from this RFP.

This Request for Proposals (RFP #2022-05) is issued on behalf of the Charlottesville - Albemarle Airport Authority by Jason Burch, Deputy Executive Director, who is the sole point of contact for the Authority during the procurement process.

1.4 Scope of Services

During the term of the awarded contract, Proposer shall provide creative marketing and website services as detailed below:

- A. Creative Marketing Services
 - a. Graphic design services
 - b. Social media support (static and animated)
 - c. Concept and campaign development with brain-storming sessions
 - d. Television/Print/Digital media advertising services (static and animated)
 - e. Logo design/Brand awareness development and support
 - f. Development of brochures, business cards, stationery, and other marketing support materials
 - g. Website content support
 - h. Event marketing, promotional displays, and product support
 - i. Marketing plan development
 - j. Evaluation of potential marketing strategies
 - k. Creation of automobile wrap concepts
 - l. Presentation support
- B. Website Services – Content Migration
 - a. Propose a one-time fee to migrate office and staging websites to a new server
 - b. Assist Authority in selecting a hosting provider that is reliable, responsive and cost-effective
 - c. Migrate official and staging websites to new host server with minimal downtime
 - d. Ensure both websites have been installed and are working properly
- C. Website Services – Support
 - a. Install and maintain any required hardware or software necessary to maintain CHO website
 - b. Install and deploy updates monthly or as needed to ensure stability and security
 - c. Be the direct interface with the hosting provider, and manage all hosting aspects of the website

- d. Provide website maintenance and support in a timely manner
- e. Provide technical and professional services to update website content as requested
- f. Provide site usage metrics and analytics for marketing purposes
- g. Provide site protection
- h. Provide 24 hours 7 days per week support for websites emergencies
- i. Guarantee functionality on all popular browsers such as Internet Explorer, Firefox, Chrome, and other browsers as developed
- j. Back up all site content on a daily basis, or as needed

Individual projects/tasks will be initiated when the Authority submits a Work Order Request to the Contractor. The Contractor will provide a proposed Work Order, including an estimate of the labor, and time to complete the Services described in the Work Order Request. The Contractor shall sign the Work Order to verify that, if accepted by the Authority, the Contractor will agree to perform the Services. If the Authority wishes the Contractor to proceed with the performance of the Services, the Authority shall sign the Work Order to indicate its acceptance. All Work Orders shall be deemed to include all of the requirements of this RFP, including, without limitation, the General Terms and Conditions outlined in **Section 6.0 General Terms and Conditions**. Except as otherwise explicitly referenced in a Work Order Request, the Contractor shall be responsible for selecting the means and methods for accomplishing the work described in the Work Order. If there are any questions regarding the project, it is the responsibility of the Contractor to contact the designated CHO representative and ask for clarification before proceeding.

After discussing with the Authority, sub-contractor(s) may be brought in for projects when the Contractor needs additional assistance.

The contract contemplated by this RFP is not necessarily an exclusive arrangement. The Authority reserves the right, in its sole discretion, to enter into any contract(s) with other persons for creative marketing and website services for any project.

1.5 Clarification of the Specifications

All inquiries concerning this RFP must be directed in writing to the **person indicated below** (electronic mail is the preferred method):

Mailing Address:

Jason Burch, Deputy Executive Director
Charlottesville - Albemarle Airport
100 Bowen Loop, Suite 200
Charlottesville, Virginia 22911
E-mail: jburch@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 1.7)

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.

1.6 Addendum(s)/Revision(s) to the RFP

If it becomes necessary to provide additional clarifying data or information or revise any part of this RFP, written addendum(s) will be posted on the Authority’s website <http://www.gocho.com/organization-info/public-notices/>.

It shall be the Offerors’ responsibility to regularly monitor the Authority’s website for any such postings. Offerors must acknowledge the receipt/review of addendum(s) on Section 5.0 “Attachment B – Offeror’s Acknowledgement of Addendum(s) to RFP # 2022-05”.

1.7 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The activities with specific dates must be completed as indicated unless otherwise changed by the Authority. If 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 website <http://www.gocho.com/organization-info/public-notices/> as noted in Section 1.6. There may or may not be an addendum issued for changes in the estimated dates and times.

DATE	EVENT
December 6, 2021	Date of issue of the RFP
December 14, 2021	Meeting - Attendance is not mandatory - 10:00 a.m. Eastern Time in the Airport lower level conference room. Zoom access by request.
December 17, 2021	Deadline for submitting written inquiries - 2:00 p.m. Eastern Time.
December 20, 2021	Date the Authority will Provide Response to RFP Questions
December 30, 2021	Deadline for Submission of Proposals - 2:00 p.m. Eastern Time
January 4-7, 2022	Interviews/ Negotiations
January 10, 2022	Notice of Intent to Award will be posted on Authority’s website
February 1, 2022	Target Date for Commencement of Contract

1.8 Contract Term

The contract shall be effective on the date indicated on the contract execution date and shall run for one (1) year from that date, with an option for up to four (4) additional one (1) year contract periods by mutual agreement of the parties.

1.9 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 an offeror or its representative requires any such accommodations at the meeting, please contact Jason Burch, Deputy Executive Director, at jburch@gocho.com in advance of the meeting.

2.0 INSTRUCTIONS FOR PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

Proposals shall be signed by an authorized representative of the Offeror, indicating the Offeror's agreement to be bound by the Proposal submitted to the Authority for 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 RFP requirements. Emphasis should be on completeness, clarity, and brevity of content. Offerors are not expected to expend resources developing storyboards, 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 Proposals to the Authority shall be subject to public inspection per the Virginia Freedom of Information Act, with the exception of trade secrets or proprietary information which has been appropriately marked before submission to the Authority strictly in accordance with instructions within Section 2.2, below.

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 preparing Proposals to be submitted in response to this RFP.

2.4 Submittal Instructions

The Authority must receive proposals by the specified deadline (both the date and time stated within the calendar of events, see Section 1.7, above). All Proposals will be time-stamped in the Director of Finance & Administration's office as they are received. Once received, Proposals received in response to this RFP will not

be returned to the proposers.

Electronic submissions are permitted but hard copies are still required. Provide a tracking number associated with the mailing of the required hard copies within the electronic submission. The subject line of the email must read: ""RFP #2022-05 Creative Marketing and Website Services". Regardless of electronic complications, if bids are received after 2:00pm, they will be rejected.

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 #2022-05 Creative Marketing and Website Services - Charlottesville Albemarle Airport Authority**
- Deadline (date and time) for Submission of Proposals

2.5 Required Copies

Each Offeror must submit **an original and three (3) complete printed copies** of its Proposal.

All printed copies of the Proposal must be on 8.5" x11" paper individually securely bound. Offerors must also submit **one complete electronic copy of the Proposal in Microsoft Word or PDF format burned to a flash drive.**

2.6 Organization and Format

Proposals should be organized and presented in the order with the headings and subheadings (A-F) as follows with each heading and subheading (A-F) separated by tabs or otherwise clearly marked:

- A. Business Information/Introduction (See Section 4.1 of this RFP)
- B. Experience and Qualification Statement (See Section 4.2 of this RFP)
- C. Execution of Plan (See Section 4.3 of this RFP)
- D. Prices and Fees (See Section 4.4 of this RFP)
- E. Required Forms (See Section 5.0 of this RFP)
- F. Addition Documents

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 Selection Process Guidance

Initially, proposals will be reviewed by a selection committee; the Authority will select two or more offerors deemed to be fully qualified and best suited among those submitting proposals based on the factors presented in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The price shall be considered but need not be the sole determining factor.

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

Each Proposal will be reviewed as to the Offeror’s qualifications and to determine which Offerors are best suited among those submitting Proposals.

The Proposals will be scored using the following criteria:

	Description	Percent
1.	General requirements - Conformance with Proposal format and content requirements (Sections 2.4 – 2.6)	5
2.	Business Information/Introduction (Section 4.1)	5
3.	Experience and Qualification Statement(Section 4.2)	40
4	Execution of Plan (Section 4.3)	15
5.	Prices and Fees (Section 4.4)	15
6.	Required Forms	
	Attachment A – Proposal Form (Section 5.0)	15
	Attachment B – Offeror's Acknowledgement Receipt of Addendum(s) to RFP # 2022-05 (Section 5.0)	3
	Attachment C – Offeror’s Acknowledgement Receipt of Federal Required Contract Provisions. (Section 5.0)	2
	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. Based on the evaluation factors specified in Section 3.3, interviews and negotiations will then be conducted with each of the Offerors selected.

However: should the Authority determine in writing and 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 provisions contained in the RFP before 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 submitted 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 determine 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:

- A. Other existing information available to the Authority, including financial data and records concerning Offeror's performance.
- B. Publications, including trade and financial journals or reports, and
- C. 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. Fees will be negotiated for each project on a work-order-basis as project funding is obtained.

The applicable provisions as outlined in Section 5.0 "Attachment C – Federal Required Contract Provisions for Non-Airport Improvement Projects (AIP)" will be included in the contract as per FAA requirements.

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

Offerors shall include within their Proposals specific information, documentation, and/or

statements addressing the evaluation criteria noted in Section 3.3. Succinct, well-organized Proposals are encouraged.

4.1 Business Information

- A. Location of primary office from which the majority of the services will be provided
- B. Telephone number
- C. Person to be on tact regarding the proposal
- D. Brief history, size of firm, other general/introductory information

4.2 Experience and Qualifications Statement

- A. Name and describe the experience and qualification of team members who will be involved in the creative and website support for the Authority.
- B. Provide a narrative of relatable projects in which the firm has participated in the past five years for similarly size/type entities. The list should be limited to the top five (5) projects that best reflect the Proposer's abilities and skills.

4.3 Execution of Plan

- A. Provide a narrative that illustrates how the Proposer will meet the requirements of this RFP.
- B. Describe the hosting service the Proposer will use and who will provide the service.
- C. Describe how the suggested vendor will meet the requirements of this proposal.

4.4 Pricing and Fees

- A. Provide detailed pricing information on all aspects of your proposal. Include two proposed pricing structures/rates or creative services and website support.

1. Proposed billing model for creative marketing services to include:

- a. Hourly fee for creative marketing projects
- b. Monthly fee for creative marketing projects (specify a certain number of projects included in fee or hours per month)
- c. Any additional charges for creative marketing services

2. Proposed billing model for website services to include:

- a. One-time website migration fee
- b. Monthly fee for hosting website
- c. Monthly or hourly fee for maintenance/support of website (including all charges – specify if a certain number of updates are included, etc.)
- d. On-Call (critical requiring immediate response after business hours) fees, if not included in the monthly fee for maintenance/support of the website
- e. Any additional charges for updates of the site

5.0 REQUIRED FORMS

The following forms must be completed and submitted with the statement in accordance with the instructions given in Section 2.0. **Blank forms are attached.**

- Attachment A – Proposal Form. (0-15 points)
- Attachment B – Offeror’s Acknowledgment Receipt of RFP #2022-05 Addendum(s). (0-3 points)
- Attachment C – Offeror’s Acknowledgment Receipt of Federal Required Contract Provisions. (0-2 points)

Proposal Form RFP #2022-05	
NAME OF FIRM:	

**(This Proposal Form 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 statement of qualifications.

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 (e-mail):

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>SSN</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>SSN.</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. The corporate resolution must contain a 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 the Offeror's current financial condition. The report must include a balance sheet and income statement no older than June 2021. You must be prepared to substantiate all information shown. If the 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 the 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

Offerors must provide at least five (5) client references for which services as identified in this RFP have been provided, including the following information.

REFERENCE NO. 1:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Months/years of providing service: _____

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

REFERENCE NO. 2:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Months/years of providing service: _____

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

REFERENCE NO. 3:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Months/years of providing service: _____

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

REFERENCE NO. 4:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Months/years of providing service: _____

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

REFERENCE NO. 5:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Months/years of providing service: _____

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

OFFEROR'S SIGNATURE

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 LIMITED LIABILITY COMPANY, the Proposal must be signed by an individual who is a member of the LLC or by an individual who is the managing member of the LLC.

Name of LLC: _____

By: _____

Its: _____

d. If Offeror is a CORPORATION, a duly authorized officer must sign as follows:

The undersigned hereby certifies that he/ she is an officer of the CORPORATION named below and that he or she has been duly authorized by corporate resolution (attach Certified Copy) to execute this Proposal and to legally bind the CORPORATION to the offer(s) and representation(s) set forth within the Proposal submitted by CORPORATION in response to RFP 2022-05.

Corporation Name

BY: _____

Title

CERTIFICATE OF NO COLLUSION

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

This statement 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 statement 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 of 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.)

Offeror's Acknowledgment of Receipt of RFP #2022-05 Addendum(s)

NAME OF FIRM:	
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As per Section 1.6 of the RFP, if 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 website <http://www.gocho.com/organization-info/public-notices/>.

It shall be the Offerors' responsibility to regularly monitor the Authority's website for any such postings. Offerors must acknowledge the receipt/review of any addendum(s) on this Attachment B.

List any/all addendum(s) that have been received/reviewed by your firm:

OFFEROR'S SIGNATURE

**Offeror’s Acknowledgment of Receipt of RFP #2022-05’s Attachment C –
FEDERAL REQUIRED *CONTRACT* PROVISIONS PROJECTS**

NAME OF FIRM:

As per Section 3.6 of the RFP, the applicable provisions as outlined in Section 5.0 “Attachment C – FEDERAL REQUIRED *CONTRACT* PROVISIONS FOR NON-AIP (AIRPORT IMPROVEMENT PROGRAM) PROJECTS will be included in the contract as per FAA requirements.

This form will serve as the Offeror’s acknowledgment receipt of these federally required contract provisions.

OFFEROR’S SIGNATURE

ATTACHMENT C

FEDERAL REQUIRED *CONTRACT* PROVISIONS

C1 CIVIL RIGHTS - GENERAL CIVIL RIGHTS PROVISIONS

The 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.

C2 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).

C3 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.

C4 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

**SECTION 6.0
GENERAL TERMS AND CONDITIONS**

**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 the 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. The 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 the 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 the 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 canceled 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 an 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 the 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 the 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, the 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 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 the 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 claim 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 an 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.

