



**CHARLOTTESVILLE- ALBEMARLE AIRPORT
CHARLOTTESVILLE, VIRGINIA**

**NEW MODEL, ALL WHEEL DRIVE, DUAL DIESEL POWERED CAB FORWARD
CHASSIS WITH ROTARY PLOW**

Invitation to Bid #2022-06

SPECIFICATIONS

MARCH 31, 2022

CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY
INVITATION TO BID (ITB) #2022-06
NEW MODEL, ALL WHEEL DRIVE, DUAL DIESEL POWERED CAB
FORWARD CHASSIS WITH ROTARY PLOW

The Charlottesville-Albemarle Airport Authority, acting by and through the Executive Director, invites bids for the purchase of a NEW MODEL, ALL WHEEL DRIVE, DUAL DIESEL POWERED CAB FORWARD CHASSIS WITH ROTARY PLOW.

Copies of the Bid Documents and Specifications are available upon request to F. Jason Devillier, Director of Operations, Maintenance & Construction, Charlottesville-Albemarle Airport Authority, 100 Bowen Loop, Suite 200, Charlottesville, Virginia, 22911, (434) 973-8342.

Bids will be received until 3:00pm, local time, April 12, 2022, by the Director of Operations, Maintenance & Construction, Charlottesville-Albemarle Airport Authority, 100 Bowen loop, Suite 200, Charlottesville, Virginia, 22911. Each bid must be contained in an envelope which shall be sealed, conspicuously endorsed with the bidder's name, date, and time Bid is to be received and may be either mailed or hand delivered. Bids will be opened and read aloud in the Authority offices at 3:00 pm, local time, April 12, 2022. Bids received after 3:00 pm local prevailing time will be returned unopened.

The Bid must be submitted on the blank form furnished by the Authority and must give all information required. This is Attachment A included in the ITB.

The Authority reserves the right to accept or reject any or all bids and to waive any informalities in Bids received, if it is in the best interest of the Authority to do so.

F. Jason Devillier, A.A.E.
Director of Operations, Maintenance & Construction
Charlottesville-Albemarle Airport Authority

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY
INVITATION TO BID
SEVERE SERVICE, ALL WHEEL DRIVE, CAB FORWARD CHASSIS
AND TWENTY-TWO FOOT FLARED PLOW**

ITB SCHEDULE OF EVENTS

Bid posting date:	March 31, 2022
Deadline for submission of bid questions:	April 4, 2022
Bids Open:	April 12, 2022

GENERAL CONDITIONS

1. Bids must be submitted in a sealed envelope with the outside of the envelope marked in the lower left hand corner as follows:

NEW MODEL, ALL WHEEL DRIVE, DUAL DIESEL POWERED
CAB FORWARD CHASSIS WITH ROTARY PLOW.

BID DUE DATE:

April 12, 2022

3:00 PM

2. Bids will be time stamped upon receipt and retained unopened in a secure location until bid opening. FACSIMILE AND TELEGRAPHIC BIDS SHALL NOT BE ACCEPTED AS RESPONSES FOR COMPETITIVE SEALED BIDDING.
3. No consideration will be given to date of postmark.
4. The Airport Authority reserves the right to accept or reject

any or all bids in whole or in part and to waive any informality in the bid. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule. The Authority reserves the right to terminate the procurement process at any time if the Authority deems it is in its best interest to do so.

5. The specification herein is intended to indicate the character, quality and/or performance of the goods or services desired. Unless qualified by the provision "No Substitute" the name of a brand, manufacturer or catalog designation does not restrict the bidder to that brand or manufacturer. Alternates to the specified goods or service will be considered to the extent that such action is deemed in the best interest of the Airport Authority. The Authority, in its sole discretion, shall determine if an article is an equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended.
6. The Airport Authority will assume no responsibility for oral instruction, suggestion or interpretation. Any question regarding the bid documents and/or specifications should be directed to F. Jason Devillier, Director of Operations, Maintenance & Construction, and any material change will be submitted to all bidders through issuance of an addendum.
7. Modification of or corrections to bids are not acceptable after bids have been opened. Erroneous bids may be reclaimed or superseded any time prior to bid opening time. Any new bid must be marked with the additional notation "Supersedes all previous submissions".
8. Identity of bidders, except in the case of construction contracts, will not be disclosed prior to bid opening.
9. As part of this bid a notarized Certificate of No Collusion must be submitted with the bid.
10. Unless otherwise noted below no bid may be withdrawn from consideration for 120 days from bid opening. A bidder may withdraw a bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which

unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall submit the original work papers, documents and materials used in the preparation of the bid at or prior to the time fixed for the opening of bids. Thereafter, the bidder shall have two days after the opening of bids within which to claim in writing any mistake as defined herein and withdraw his bid. Such mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials may be considered as trade secrets or proprietary information. No bid may be withdrawn when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

11. Do not include taxes, including excise taxes in your quotation. A tax- exempt certificate will be provided upon request.
12. Tabulations of bids are a matter of public record and are available upon request.
13. Awards shall be based on determination of the lowest responsive and responsible bidder.
14. All prices submitted must be FOB Destination-Freight Prepaid and Allowed, unless otherwise specified.
15. In the case of error in the extension of prices the unit price shall govern.
16. Unless otherwise noted any equipment shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all

equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this bid.

17. A Material Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this bid. The MSDS must list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common and chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.

18. The undersigned hereby certifies that the provisions of the federal Buy American provisions shall be met.

19. A requirement in the invitation to bid that fixes the time within which bids must be received is not a minor defect or an informality that may be waived but, rather, a material and formal requirement that, under the circumstances present in the instant case, must be fulfilled to the letter of the law.

20. Bids shall be valid and binding for a period not less than 120 days from the date set for receipt of bids

Conditions herein have been carefully read and this bid is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees if this bid is accepted to furnish all goods and/or services for which prices are quoted in strict accordance with the specifications.

SPECIAL CONTRACT TERMS AND CONDITIONS

1. The General Terms and Conditions applicable to the Authority's procurement transactions (Attachment B) and FAA provisions for Airport Improvement Program (Attachments C and D) of this ITB, and are incorporated by reference as if set forth herein verbatim. The provisions of Attachments B, C and D should be construed together with the provisions of this ITB, so as to give effect to the terms and conditions set forth within each whenever possible. However, in the event of any conflict between the provisions of Attachment B, C and D and those set forth within this ITB, the provisions of this ITB shall govern as the requirement applicable to the contractor.

SNOW REMOVAL EQUIPMENT DESCRIPTION

It is the intention of these specifications to receive competitive bids for the furnishing and delivery of a NEW MODEL, ALL WHEEL DRIVE, DUAL DIESEL POWERED CAB FORWARD CHASSIS WITH ROTARY PLOW.

This specification, in accordance with the FAA Advisory Circular AC 150/5220-20A and SAE Aerospace Recommended Practice (ARP) as noted, covers requirements for a high-speed rotary plow, also called herein a snowblower, used to cast heavy concentrations of snow away from airport operational areas such as runways and taxiways. The term carrier vehicle represents the various self-propelled prime movers that provide the power necessary to move snow and ice control equipment during winter operations.

PROTOTYPES AND EXPERIENCE

The airport sponsor requires this specified piece of equipment in order to maintain the airfield during large and small snow events. It will be a central and critical element in the fleet and in the effort to accomplish the airport's published snow plan. Prototypes and demonstration models will not be accepted. Experience in building machines of this nature is mandatory as is a track record of recent manufacture and in-service record for machines comparable and similar to that specified. Therefore, location and contact lists are required in the bid package to enable the airport sponsor to contact at least 10 airports that have taken delivery of similar equipment from the bidder within the last two years. Bids received without including such location and contact list will be considered non responsive and will not be considered.

TECHNICAL SPECIFICATIONS: The following publications form a part of this document to the extent specified herein. The latest issue of SAE publications shall apply. The applicable issue of other publications shall be the issue in effect on the date of the purchase order. In the event of a conflict between the text of this document and references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

- SAE ARP5539–Rotary Plow with Carrier Vehicle.
- FAA AC 150/5220-20A - Airport Snow and Ice Control Equipment
- FAA AC 150/5210-5D - Painting, Marking, and Lighting of Vehicles Used on an Airport
- SAE J931 Hydraulic Power Circuit Filtration
- AC 150/5200-30D Airport Winter Safety and Operations
- FMCSR Publications from FMCSA
- Title 49, Chapter III, Subchapter B-Federal Motor Carrier Safety Regulations (Title 49)

In addition to these requirements, specific and supplemental specifications are listed in Appendix "A" below.

CARRIER VEHICLE: Carrier vehicle shall comply with SAE ARP5539 specifications, and shall meet the performance requirements identified in FAA AC 150/5220-20A, including Appendix No. 1 – Part A, Appendix No. 2, and Appendix No. 6, Part B of FAA AC 150/5220-20A. See attached supplemental technical specifications for additional requirements.

HIGH-SPEED ROTARY PLOW: High speed rotary plow shall comply with SAE ARP5539 specifications, and shall meet the performance requirements identified in FAA AC 150/5220-20A, including Appendix No. 3 – Part A of FAA AC 150/5220-20A. In accordance with section 3-1.a., the equipment, which shall be attached to a carrier vehicle, shall be two-stage type to disaggregate snowpack. The two-stage high speed rotary snow plow shall separate the disaggregating function from the casting function. The disaggregator design shall be a ribbon reel and the impellor shall be a disk design. The disaggregated snow shall be broken into particles small enough to pass through a casting mechanism and directional chute. Because of the large capacity, the snowblower and carrier vehicle shall be a single engineered system.

See attached supplemental technical specifications for additional requirements.

AVIATION MOBILE AIRBAND RADIO: Radio shall be ICOM IC-A120 VHF air band transceiver or approved equal. The Vendor shall coordinate with the Purchaser prior to installation and commissioning.

VENDOR-SPONSORED FACTORY INSPECTION: A factory mid-build inspection of the vehicle shall be provided for two (2) individuals of the purchaser's choice, at the Vendor's factory. Bid price shall include all airfare, meals, and lodging.

VENDOR-SPONSORED TRAINING – MECHANICAL SYSTEMS: Maintenance training shall be provided for two (2) individuals of the purchaser's choice, at the Vendor's factory. Successful bidder shall provide a minimum of five (5) days training to address the operation, diagnosis and repair of the major systems to include the air system, hydraulic system, all wheel steering system, and chassis electronic systems as they relate to vehicle maintenance activities. Bid price shall include all airfare, tuition, books, car rental, meals, and lodging.

VENDOR-SPONSORED TRAINING – ELECTRICAL SYSTEMS: Maintenance training shall be provided for two (2) individuals of the purchaser's choice, at the Vendor's factory. Successful bidder shall provide a minimum of four (4) days training for personnel to troubleshoot, diagnose, and repair vehicle electronic systems. This training will enable the attendee to understand the theory of operation of the vehicle engine, transmission, braking, all-wheel steering, ABS, and all truck electronic Systems. The training shall offer extensive schematic issue and troubleshooting exercises. Bid price shall include all airfare, tuition, books, car rental, and lodging.

MANUALS AND EQUIPMENT DOCUMENTATION – Any and all manuals associated with the operation, performance and maintenance of the vehicle shall be provided before or at the time of delivery. Documentation shall include a list or chart of all fluid types needed by the vehicle, including the amount of fluid needed and fluid service and refill intervals.

COOLANT MIXTURE: Mixture shall perform to -50 degrees Fahrenheit.

SET OF REPLACEMENT CASTER WHEELS, TIRES, BEARINGS, AND AXLE

ASSEMBLIES: One complete set of each.

REAR VIEW CAMERA AND MONITOR SYSTEM: A color rear view camera and monitor system consisting of a 6 inch monitor (measured diagonally) in the cab and a camera located at the rear of the unit facing the rear of the carrier vehicle. It shall have an on/off switch within the cab, and shall automatically turn on when the carrier vehicle is shifted into reverse. A flood light shall also be supplied at the rear of the carrier vehicle which automatically turns on with the camera. Shielding shall also be supplied to prevent snowbuild-up on the camera.

STANDARD WARRANTY: In addition to any other warranties in this contract, the Vendor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Vendor, their representatives, or any supplier at any tier.

- a. This warranty shall continue for a period of one (1) year from the date of final acceptance of the work.
- b. The Vendor shall remedy at the Vendor's expense any failure to conform, or any defect. In addition, the Vendor shall remedy at the Vendor's expense any damage to Owner's real or personal property, when that damage is the result of:
 - (1) The Vendor's failure to conform to contract requirements; or
 - (2) Any defect of equipment, material, workmanship, or design furnished by the Vendor.
- c. The Vendor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Vendor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- d. The Owner will notify the Vendor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.
- e. If the Vendor fails to remedy any failure, defect, or damage within fourteen (14) days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Vendor's expense.
- f. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and;
 - (3) Enforce all warranties for the benefit of the Owner.

- g. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.
- h. The Owner shall perform a warranty inspection with the Vendor approximately three (3) months before the end of the one year warranty period.

EXTENDED WARRANTY: This extended warranty shall be for all equipment provided in this contract for one (1) additional year, beyond the initial one (1) year standard warranty listed above, or 5,000 TOTAL machine hours, whichever comes first for parts and labor.

Truck, Engine and Drive Train components shall have an extended Vocational warranty for the application spelled out in mission. This extended warranty shall in no way induce additional costs, maintenance, oil testing, or additional oil change intervals on the Syracuse Regional Airport Authority. Any additional, testing, additives, use of special filters, fluids or other required stipulations for extended warranty MUST be supplied by vendor at no cost to the Authority for the complete warranty period. Vendors Standard and where applicable, extended warranty Service Procedures for components will be adhered to.

DELIVERY METHOD: The equipment shall be delivered, at the vendor's expense, to the Charlottesville Albemarle Airport, 100 Bowen Loop, Charlottesville, VA 22911. The vendor is responsible for the safe and timely delivery of the vehicle, its accessories, spare parts, and tools to the place of delivery. The carrier vehicle must be marked for shipment by the vendor, and all transportation permits shall be obtained by the vendor.

Detailed Specifications for
Carrier Vehicle

FAA AC 150/5220-20A

Anticipated uses and/or features of the vehicle: The snow blower shall be used to move snow during large and small snow events at the airport. The dual stage, high capacity, high speed snowblower shall be heavy duty to withstand the extreme winter conditions found in the airport environment.

1. Performance and equipment requirements of carrier vehicle.

- a. Required Working speed: from 0 to 45 miles per hour
- b. Minimum speed: 5 miles per hour
- c. Turning radius: maximum 62 feet wall to wall
- d. Auxiliary cab heater and circulating fans
- e. Remote control and electrically heated exterior mirrors.
- f. Air horn.
- g. Amber lighting as required by A/C 150-5210-5D shall be LED type.
- h. Exterior mounted chart indicating all grease points.

2. Engine/transmission:

- a. The transmission shall be automatic shifting type
- b. The carrier vehicle drive and engine and the snow blower engine shall be diesel
- c. The transmission shall have four (4) forward speeds
- d. Dual battery system.
- e. Automatic engine shutdown to prevent engine damage due to low engine oil pressure, high coolant temperature or low coolant level.
- f. Special alternator with 270 amperage capacity.

3. Transfer case

- a. Automatic locking-type differential – One piece transmission/transfer case assemblies will not be accepted.

4. Axle capacities:

Front: 27,000 lbs GVW (min, at hubs)

Rear: 23,000 lbs GVW (min, at hubs)

5. Fuel capacity: 250 gallons (min), dual tanks-interconnected with shutoffs, appropriately labeled for "Diesel Fuel Only."

Specifications for Rotary
Plow with Carrier Vehicle
TECHNICAL REQUIREMENTS

1. Two-Stage Rotary:

- A. Rotary-Head Box: Fabrication shall be of heavy gauge welded alloy steel designed for the type of expected service using best engineering practices. The rotary-head box shall have provisions for vehicle mounts, shoe or caster brackets, scraper blades, drive lines, controls, augers, and impeller bearing mounts and other mechanical hardware. A scraper blade shall be fitted to the lower leading edge of the box which shall be removable and made of polyurethane. The blade shall run the entire width of the box.
- B. Input Auger: The auger shall have a minimum of two bearing supports. The ribbon shall be driven from both ends hydraulically. The ribbon blades shall be easily replaceable and made of high tensile steel. They shall be bolted or otherwise attached to the auger shaft and balanced to reduce vibration using best engineering practices.
- C. Input Auger (Solid): The auger shall have multiple cutter blades mounted on the auger drive shaft. Input auger shall be designed to feed snow to the discharge impeller to be cast away from the vehicle. The solid auger drive shaft shall be balanced and supported by bearings, one at each end of the auger shaft.
- D. Discharge Impeller System: The impeller capacity shall be at least equal to the capacity of the input auger. The impeller blades shall be made of high tensile steel using best engineering practices and be balanced to reduce vibration and shock damage.
- E. Operation of the Rotary System: The operation of turbines shall be by hydraulic means with the speed controlled by a single operator in the vehicle cab. Power shall be transmitted to these systems via mechanisms located on either side of the rotary head box.
- F. Snow Casting Assembly: The snow casting assembly shall consist of a casting chute that can be directionally controlled, an impeller, and a control system. The casting chute shall be able to rotate in a vertical plane. Casting distances shall range from zero to the maximum cast distance of 100 feet. The snow casting chute shall be designed and positioned on the carrier vehicle so as to provide maximum operator visibility. Chute shall be controllable by a single operator from within the vehicle cab.

G. Rotary Head Assembly: The rotary head assembly shall be equipped with a device that is capable of raising it a minimum of 8 inches from the pavement. The drive system shall not bind, rub, or vibrate excessively when the assembly is being moved. When the vehicle is traveling, the assembly shall have a means to be locked in the raised position.

H. Drive Protection System: All auger and impeller assemblies shall be protected against sudden stops or damage that may be caused from foreign objects. Protection for the impeller shall be in the form of shear fasteners while the ribbon shall be in the form of hydrostatic relief valve.

I. Blower Head Drive Train: Drive shafts, universal joints and other mechanical components of the drive train shall continue to provide power to the head assembly under normal operating conditions through the operating range of the blower head without physical damage.

2. Minimum Performance Requirements:

- A. Anticipated Uses and/or Features of Rotary Plow (Be Specific) - This high speed dual stage rotary snow plow and carrier chassis will be used to cast snow from the aircraft movement area in both large and small storms. The unit shall be classified as an Extra Large Class VI high speed rotary snow plow per the AC 150/5220-20A Capacity (tons/hour): 5,000
- B. Casting Distance: 100 ft @ 25 pcf
- C. Required Speed of Operation: 0-45 mph
- D. Turning Radius
 - i. Wall to wall 57.50ft with blowerhead
 - ii. curb to curb..... 43.58ft
- E. Unique Problems (if any) - the airport has normal obstructions expected to be found at any commercial airport

ATTACHMENT A

Bid Sheet

**NEW MODEL, ALL WHEEL DRIVE, DUAL DIESEL POWERED CAB
FORWARD CHASSIS WITH ROTARY PLOW**

Company Name

Model/Truck

Total Bid Price \$

Delivery Date _____ (Not to exceed 210 days from date of award)

Authorized Signature _____

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

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

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

term of an existing contract for services, to allow completion of any work undertaken but not completed during the original term of the contract. Any such extension of time shall be in writing and signed by an authorized representative of the Authority.

- 5.) **Annual appropriations condition.** For any contracts that cannot or will not be completed within a single fiscal year: notwithstanding anything in this contract to the contrary, beyond the initial fiscal year in which performance is commenced, Authority's obligations are and shall be subject to and expressly conditioned upon the availability and appropriation of public funds by Authority to support continued performance in succeeding fiscal years. When funds are not appropriated or otherwise made available to support continuation of performance in a succeeding fiscal year, the order for goods, or contractor's performance of services, as applicable, shall be canceled and the Contractor shall be reimbursed for the reasonable value of any goods ordered and received, and services completed, prior to the end of the preceding fiscal year.
- 6.) **No Discrimination by Authority** (VA. Code §2.2- 4310). In the solicitation or awarding of contracts, Authority shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. **THE AUTHORITY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS**, and shall comply with the requirements of VA Code §2.2-4343.1, as may be applicable.
- 7.) **No Discrimination by Contractor** (Contracts Over \$10,000) (VA. Code §2.2-4311). During the performance of a contract where contractor's compensation is more than \$10,000, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

- 8.) **Compliance with Federal Immigration Laws** (VA. Code §2.2-4311.1). The contractor expressly warrants and certifies that it does not, and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 9.) **Contractor's Authority to Conduct Business in Virginia** (VA. Code §2.2-4311.2). A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. A contractor that enters into a contract with Authority shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Authority may void any contract with a business entity for its failure to comply and remain in compliance with the provisions of this paragraph.

- 10.) **Drug-Free Workplace Requirement** (Contracts Over \$10,000) (VA. Code §2.2-4312). During the performance of a contract where contractor's compensation is more than \$10,000, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 11.) **Workers' Compensation Coverage** (Construction Contracts) (VA. Code §2.2-4332). No contractor shall perform any work on a Authority construction project unless and until he has obtained, and continues to maintain for the duration of the work, workers' compensation coverage required pursuant to the provisions of Chapter 8 (§ 65.2-800 et seq.) of Title 65.2.
- 12.) **Contractor's License** (Construction Contracts) (VA. Code §54.1-1115). No individual or business entity shall contract for, or bid upon, the construction, removal, repair or improvements to or upon real property owned, controlled or leased by Authority without a state-issued license or certificate, or without the proper class of license as defined in VA. Code § 54.1-1100 for the value of work to be performed.
- 13.) **Purchase of building materials, etc., from architect or engineer prohibited** (VA. Code §2.2-4374). No building materials, supplies or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person employed as an independent contractor by the Authority to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association or corporation in which such architect or engineer has a personal interest. No building materials, supplies or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the Authority to furnish architectural or engineering services in which such person has a personal interest. For purposes of this paragraph, the term "personal interest" shall have the meaning set forth within VA. Code §2.2-3101.
- 14.) **Bonds and alternate forms of security** (VA. Code §§2.2-4337 and -4338). Where any payment or performance bond, with surety, is required, each of the bonds shall be executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia. Each of the bonds shall be filed with Authority.

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

- 15.) **Required Insurance.** The specific insurance requirements for this contract, if any, ("Required Insurance") have been specifically set forth within the Specifications/Special Terms and Conditions of the procurement documents. All policies of Required Insurance shall be issued by a company authorized to do business within the Commonwealth of Virginia. (See VA. Code§38.2-

518).

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

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

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

- 20.) **Retainage (Construction Contracts)** (VA. Code §2.2-4333). In any construction contract that provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least 95 percent of the earned sum when payment is due, with no more than 5 percent being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract for a public project that provides for similar progress payments shall be subject to the provisions of this section.
- 21.) **Escrowed Retainage (Construction Contracts)** (VA. Code §2.2-4334). For a construction contract involving \$200,000 or more, for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, where

portions of the contract price are to be retained, the contractor is authorized to elect to utilize an escrowed retainage procedure, via notification submitted with its bid submission.

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

- 22.) **Payment of subcontractors required** (VA. Code §2.2-4354) Within seven days after receipt of amounts paid to the contractor by Authority for work performed by the subcontractor under that contract the contractor shall: (a) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (b) notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from Authority for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (b), above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor pursuant to this payment clause shall not be construed to be an obligation of Authority. No contract modification shall be made for the purpose of providing reimbursement for the interest charge, and no cost reimbursement claim shall include any amount for reimbursement for the interest charge.
- 23.) **Contract disputes and claims** (VA. Code §2.2- 4363). Written notice of the contractor's intention to file a claim, whether for money or other relief, shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. Contract claims, whether for money or other relief, shall be submitted in writing to the Authority no later than 60 days after the contractor's receipt of final payment; provided, however, that written notice of the contractor's intention to file a claims shall have been given at the time of the occurrence, or at the beginning of the work, upon which the claim is based. Claims shall be considered by Authority in accordance with VA Code §2.2-4363.

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

- 24.) **Trade Secrets; Proprietary Information.** Except as provided in VA Code §2.2-4342, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (VA Code § 2.2-3700 et seq.). Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records. Trade secrets or proprietary

information submitted by a bidder in connection with a procurement transaction or prequalification application shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); provided that the bidder must (i) invoke the protections of the referenced VA. Code section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Each bidder is solely responsible for protecting its trade secrets or proprietary information in accordance with these instructions.

- 25.) **Applicable Law.** Any contract resulting from a Authority procurement transaction shall be governed in all aspects by the laws of the Commonwealth of Virginia, without regard to conflict of laws' provisions, and any litigation with respect thereto shall be brought in the Circuit Court for Albemarle County, Virginia, or other court presiding within the territory in which Authority is situated.
- 26.) **No Collusion** (VA. Code §18.2-498.4). Any person offering or agreeing to transact business with Authority may be required to submit a certification that the offer or agreement or any claim resulting therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under this article.
- 27.) **No Waivers of Sovereign or Governmental Immunity.** No action or omission of Authority, and no terms, conditions or provisions within any contract resulting from this procurement transaction, shall be deemed or construed as a waiver of any sovereign or governmental immunity to which Authority may be entitled under the laws of the Commonwealth of Virginia, or any applicable federal law.

ATTACHMENT C

FEDERAL REQUIRED SOLICITATION PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) – **Equipment procurement with NO installation**

C1 BUY AMERICAN PREFERENCE

Dollar Threshold: \$0

Solicitation Clause

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

C1.1 Certification to be executed in proposal:

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are

mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the

letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents

of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
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Company Name	Title
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C2 CIVIL RIGHTS – TITLE VI SOLICITATION NOTICE

Dollar Threshold: \$0

Solicitation Clause

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.

C3 CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

Dollar Threshold: \$25,000

Solicitation Clause

Bidder or Offeror Certification

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Lower Tier Contract Certification

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

C4 DISADVANTAGED BUSINESS ENTERPRISE

Dollar Threshold: \$0

A12.3.1 Solicitation Clause

Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Charlottesville- Albemarle Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

C5 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Dollar Threshold: \$0

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.

C6 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Dollar Threshold: \$100,000

Solicitation Clause

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C7 TRADE RESTRICTION CERTIFICATION

Dollar Threshold: \$0

Solicitation Clause

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that

is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

ATTACHMENT D

FEDERAL REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) – **Equipment procurement with NO installation**

D1 ACCESS TO RECORDS AND REPORTS

Dollar Threshold: \$0

Contract Clause:

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

D2 BREACH OF CONTRACT TERMS

Dollar Threshold: \$150,000.

Contract Clause:

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

D3 CIVIL RIGHTS - GENERAL CIVIL RIGHTS PROVISIONS

Dollar Threshold: \$0

Contract Clause:

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.

D4 CIVIL RIGHTS – TITLE VI SOLICITATION NOTICE

Dollar Threshold: \$0

Contract Clause:

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.

Contract Clause:

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).

D5 CLEAN AIR AND WATER POLLUTION CONTROL

Dollar Threshold: \$150,000

Contract Clause:

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

D6 DISADVANTAGED BUSINESS ENTERPRISE

Dollar Threshold: \$0

Contract Clause:

Prime Contracts (Projects Covered by a DBE Program)

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Charlottesville Albemarle Airport Authority, deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days

from the receipt of each payment the prime contractor receives from the Charlottesville-Albemarle Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Charlottesville-Albemarle Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

D7 TEXTING WHEN DRIVING

Dollar Threshold: \$3,500

Contract Clause:

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

D8 ENERGY CONSERVATION REQUIREMENTS

Dollar Threshold: \$3,500

Contract Clause:

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq.*).

D9 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Dollar Threshold: \$0

Contract Clause:

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 (29 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.

D10 PROCUREMENT OF RECOVERED MATERIALS

Dollar Threshold: \$10,000

Contract Clause:

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part

247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

D11 TAX DELINQUENCY AND FELONY CONVICTIONS

Contract Clause:

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the

space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four

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

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

D12 TERMINATION OF CONTRACT

Dollar Threshold: \$10,000

Contract Clause:

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT EQUIPMENT

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to- Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contra