CHARLOTTESVILLE-ALBEMARLE AIRPORT

CHARLOTTESVILLE, VIRGINIA

GROUNDS MAINTENANCE & LANDSCAPING SERVICES

INVITATION TO BID

MAY 28, 2015

CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY
INVITATION TO BID MAY 28, 2015
GROUNDS MAINTENANCE & LANDSCAPING SERVICES

The CHARLOTTESVILLE-ALBEMARLE Airport Authority, acting by and through its Executive Director, invites interested parties to submit bids offering to enter into a contract for provision of Grounds Maintenance and Landscaping Services at the Charlottesville-Albemarle Airport ("IFB").

Copies of the Bid Documents and Specifications are available upon request to CHARLOTTESVILLE-ALBEMARLE Airport Authority, 100 Bowen Loop, Suite 200 Charlottesville, Virginia, 22911, (434) 973-8342.

The deadline for submitting bids to the Authority is Wednesday, June 17, 2015 at 2:00 p.m. at which time the bids will be opened. Sealed bids shall be mailed or hand-delivered to the Authority on or before the deadline, at 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 and address, and labeled to identify this IFB. Facsimile and e-mail bids will not be accepted. Interested offerors should check the Authority's website prior to submission of any proposal--in the event that addenda are issued to the IFB during the procurement process, notice of each addendum will be posted on the gocho.com website under "organization info" and "public notices" link. A draft of the contract document will be issued as an addendum and posted there prior to the submission deadline. All proposals shall be prepared as directed in the IFB and marked and submitted in a manner specified in the "Instructions to Bidders" portion of the IFB. Bids received after the deadline will be returned unopened.

The Bid must be submitted on the blank form furnished by the Authority within the Bid Documents, and the bidder must give all information required.

A non-mandatory pre-bid meeting and walking/shuttle tour will be conducted Wednesday, June 10, 2015 at 10:00 a.m. Interested bidders should meet in the rotunda lobby of the terminal building to be escorted to the meeting site.

The Authority reserves the right to cancel this IFB, and to reject any or all bids received, as may be in the best interests of the Authority.

Notice in accordance with Va. Code Sec. 2.2-4343.1: this public body does not discriminate against any bidder because of race, religion, color sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment.

All inquiries for information shall be submitted in writing and directed to:

Stirling G. Williams
Director of Landside Operations
Charlottesville-Albemarle Airport Authority
E-mail: swilliams@gocho.com Fax No.: 434-974-7476

CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY
INVITATION TO BID

I. SCOPE OF SERVICES

The scope of services sought to be procured by the Authority are described within **Attachment 1** to this IFB.

II. INSTRUCTIONS AND INFORMATION FOR BIDDERS

A. In order to be deemed qualified, an offeror must demonstrate within its Proposal that it has been engaged in commercial grounds maintenance and landscaping business for at least five (5) years immediately preceding the submission of a proposal, with contracts to maintain similar-sized customers with contracts Offeror must list at least three (3) customer references as outlined in **Attachment 3**.

B. Bids shall be submitted on the Form attached to this IFB as **Attachment 3**. All blanks must be completed, and the form must contain the signature of an individual authorized to bind the bidder.

C. Bids must be submitted in a sealed envelope with the outside of the envelope marked in the lower left hand corner to identify this IFB, as follows:

GROUNDS MAINTENANCE & LANDSCAPING SERVICES, IFB MAY 28, 2015

Bids shall also be marked to show the bidder's name and address on the outside of the sealed envelope.

D. Bids will be time stamped upon receipt and retained unopened in a secure location until bid opening. .

E. No consideration will be given to date of postmark.

F. The Airport Authority reserves the right to cancel this IFB, to reject any or all bids and to waive any informality in a bid..

G. 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.

H. The Airport Authority will assume no responsibility for oral instruction, suggestion or interpretation. Any question regarding the bid documents and/or specifications should be in writing and submitted to Stirling Williams, Director of Landside Operations at swilliams@gocho.com no later than the pre-bid conference and, any material change will be submitted to all bidders through issuance of an addendum which will be posted on the Authority's website.

I. Erroneous bids may be reclaimed or superseded any time prior to the Authority's deadline for bid submissions. Any new bid must be submitted on or prior to the deadline and the exterior of the sealed envelope shall be marked with the additional notation "Supersedes all previous bid submissions". No bid may be modified or withdrawn after public opening, except in accordance with Va. Code Sec. 2.2-4330(B)(1). Provisions of Va. Code Sec. 2.2-4330(D) through (G) shall apply to this IFB.

J. As part of this bid a notarized Certificate of No Collusion must be submitted with the bid. Certificate is attached as **Attachment 2** to this IFB.

K. Do not include taxes, including excise taxes in bids. A tax-exempt certificate will be provided upon request.

L. Awards shall be based on determination of the lowest responsive and responsible bidder.

M. In the case of error in the extension of prices the unit price shall govern (if applicable).

N. A Material Safety Data Sheet will be required for all chemicals proposed to be furnished as a result of this bid. .

O. If the bid determined to be the lowest responsive and responsible bid exceeds available funds, the Airport Authority may, at its discretion, negotiate with that bidder to obtain a contract price within available funds.

P. An offeror must demonstrate, within its Proposal, that it is authorized to transact business within the Commonwealth of Virginia as either a domestic or foreign business entity, if so required by Title 13.1 or Title 50 of the Code of Virginia, or that such authorization is not required. This authorization shall be demonstrated either (a) by providing an identification number issued to the offeror by the Virginia State Corporation Commission (included on **Attachment 3**), or (b) by providing a written statement form an attorney licensed to practice within the Commonwealth of Virginia, stating why the offeror is not required to be so authorized.

III. GENERAL TERMS AND CONDITIONS APPLICABLE TO CONTRACTS AWARDED AS A RESULT OF THIS IFB

A. The General Terms and Conditions for Airport Authority Contracts (see **Attachment 4** to this IFB) are incorporated herein by reference and shall be applicable to any contract awarded as a result of this IFB. Upon award of a contract to the successful bidder, the Authority may require the Contractor to enter into a written agreement consistent with, and incorporating all of the various terms, conditions and requirements of this IFB and of the successful bidder's Bid.

B. Federal Requirements Applicable to Contract: **Attachment 5** (which only the applicable sections are included) to this IFB is incorporated herein by reference and shall be applicable to any contract awarded as a result of this IFB. Specific to this contract, Section 1.5 a and b of Attachment 5 under the section titled, "All Contracts Regardless of Funding Source," lists the contract provisions that apply:

Civil Rights – General—Section 6 of Attachment 5
Civil Rights-Title VI—Section 7 of Attachment 5

Upon award of a contract to the successful bidder, the Authority may require the Contractor to enter into a written agreement consistent with, and incorporating all of the various terms, conditions and requirements of this IFB and of the successful bidder's Bid.

ATTACHMENT 1

SCOPE OF SERVICES

GROUNDS MAINTENANCE & LANDSCAPING SERVICES

The authority seeks bids from responsible contractors who are willing and able to perform the following services in accordance with the terms, conditions and requirements of this IFB.

SCOPE OF SERVICES: full maintenance of all lawn areas surrounding the Airport commercial parking lots, the front of the terminal building, the airport perimeter and all areas as indicated on the **Exhibit 1**, the Rental Car Service Facility (QTA) as well as other Airport grounds as may be needed. Fair and reasonable pricing specified in the bid form submitted in response to this IFB shall be used as the basis for billing the Authority. The QTA portion of the contract shall be billed separately from other grounds.

Services to be performed include the following:

I. Turf and Lawn

1. Mowing. Site will be mowed, trimmed, edged, and cleaned of clippings (blown) once every week during the growing season (minimum April 1 – October 31). Mowing will not take place during drought, or growth is not evident. Mowing, to include utility areas, and trimming around all obstacles, raking and removing clippings, and removing debris from walkways, curbs, parking areas, and two (2) roundabouts and associated islands. QTA utility slopes to be weeded 3 times a year and bush hogged twice a year. Contractor employees will always remain aware of and courteous to airport patrons and traffic in and around mowing operation.
2. Edging. All beds and mulched trees will be trimmed after each mowing to maintain delineation between turf and bed/mulched areas. Maintained edge should be at a 90 degree angle. All sidewalks, curbs and other paved areas will be edged every visit. Edge should never exceed ½ inch in width. All debris from edging operations shall be removed and areas swept or blown clean.

II. Other

Contractor will provide the Airport Airfield and Facilities Supervisor with Material Safety Data Sheets on all chemicals to be utilized prior to their application. 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 . In addition, the Contractor will schedule chemical applications with the Airport Airfield and Facilities Supervisor in advance.

Insurance -To protect the Airport Authority from potential involvement in litigation, the Successful Bidder for this contract shall be adequately covered with liability insurance. The Successful Bidder shall carry general liability insurance including product liability insurance and automobile liability insurance in an amount not less than $1,000,000 per occurrence and in the annual aggregate for all damages arising out of

bodily injury to, or death of all persons, and for all damages arising out of injury to or destruction of property. Certificates of Insurance or other evidence of insurance satisfactory to the Authority, indicating this minimum amount of coverage shall be provided by the apparent low bidder, prior to award of a contract. Prior to award of a contract, the apparent low bidder shall be required to provide proof of worker's compensation insurance coverage and shall provide evidence of required endorsements to the general commercial and automobile liability policies naming the Airport Authority as additional insured.

Within 10 days following contract award, and prior to the Authority's entering into a contract with the successful bidder, the successful bidder shall provide a one year performance bond in the amount of 100% of the first year's contract price.

ATTACHMENT 2

CERTIFICATE OF NO COLLUSION

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

This bid 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 bid 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 _____
CITY/COUNTY OF _____, to-wit:

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

_____
Notary Public

My Commission Expires:_____

CODE OF VIRGINIA

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 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.)

ATTACHMENT 3

CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY
GROUNDS MAINTENANCE & LANDSCAPING SERVICES

BID FORM

PRICING: The undersigned bidder hereby offers the following prices and represents that each price given is inclusive of all equipment, labor, supervision and supplies to perform all services as required (listed on page 6) by this invitation to bid.

Category	Year 1	Year 2	Year 3	Year 4	Year 5
Price for annual mowing (anticipate 30 mowings per year, including edging, weeding, and cleaning (blowing of clippings)) (price per mowing)	_____	_____	_____	_____	_____

Other work as may be needed will be sought and negotiated on a project labor and material basis. This work may include plant, shrub, and tree removal. It may also include cleaning and care of retention ponds and other portions of Authority property that may not have been identified in this document.

BIDDER INFORMATION:

Company Name: _____

Authorized Agent/ Representative: _____

Physical Address: _____

Mailing Address (if different than physical address): _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

FEIN: _____

Virginia State Corporation Commission ID Number: _____
(See Instructions to Bidders, Section II of IFB)

REFERENCES:

List three customers for whom you have provided services comparable to those sought by this IFB:

1. Name of Company:_____

Contact Person:_____ Phone No._____

Nature of relationship:_____

_____

_____

2.Name of Company:_____

Contact Person:_____ Phone No._____

Nature of relationship:_____

_____

_____

3.Name of Company:_____

Contact Person:_____ Phone No._____

Nature of relationship:_____

_____

_____

How long has your company been in business? _____

_____

How many governmental, educational or commercial clients have you provide services for? _____

How many people do you employ? _____

_____

The undersigned individual represents and warrants that he or she has been duly authorized to execute this bid and to bind the bidder to the terms and conditions herein stated, and agrees that, if this bid is accepted and a contract is awarded to the bidder, the Bidder will perform the services for the prices quoted, in accordance with all of the terms, conditions and requirements set forth within this IFB. The undersigned further represents and warrants that the prices quoted in this bid shall be and remain valid and binding upon the bidder for a period of at least 60 days following the date of Bid Opening.

_____ _____

Signature of Bidder's Authorized Agent/ Representative Date

ATTACHMENT 4

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.

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ATTACHMENT 5

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

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1.3. GENERAL REQUIREMENTS FOR ALL CONTRACTS ENTERED INTO BY OBLIGATED SPONSORS.

Where noted, the sponsor must include certain notifications in contracts or solicitations for proposals regardless of funding source.

1.4. FAILURE TO COMPLY WITH PROVISIONS.

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1) Withhold progress payments or final payment,

2) Terminate the contract,

3) Seek suspension/debarment, or

4) Any other action determined to be appropriate by the sponsor or the FAA.

1.5. REQUIRED CONTRACT PROVISIONS.

The following list summarizes the contract provisions and to what types of contracts the provisions apply:

All Contracts Regardless of Funding Source

a. Civil Rights – General
b. Civil Rights – Title VI

All AIP Funded Contracts

a. Access to Records and Reports
b. Affirmative Action Plan
c. Buy American Preferences
d. Civil Rights – General
e. Civil Rights - Title VI
f. Disadvantaged Business Enterprises
g. Energy Conservation Requirements
h. Federal Fair Labor Standards Act (Minimum Wage)
i. Lobbying and Influencing Federal Employees
j. Occupational Safety and Health Act

6. CIVIL RIGHTS - GENERAL.

(Reference: 49 USC § 47123)

6.1. APPLICABILITY.

The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all AIP-funded projects. This provision is in addition to the Civil Rights – Title VI provisions.

6.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

7. CIVIL RIGHTS – TITLE VI ASSURANCES.

Appropriate clauses from the Standard DOT Title VI Assurances must be included in all contracts and solicitations. The clauses are as follows:

1) Title VI Solicitation Notice
2) Title VI Clauses for Compliance with Nondiscrimination Requirements.
3) Title VI Required Clause for Land Interests Transferred from the United States
4) Title VI Required Clause for Real Property Acquired Or Improved by the sponsor subject to the nondiscrimination Acts and Regulations.
5) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
6) Title VI List Of Pertinent Nondiscrimination Statutes And Authorities

7.1. APPLICABILITY.

The sponsor must insert the **Title VI Solicitation Notice** in:

1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and

2) All proposals for negotiated agreements regardless of funding source

The Sponsor must insert the **Title VI required contract clause** and the **Title VI list of Pertinent Nondiscrimination Statutes and Authorities** in every contract or agreement, unless the sponsor has determined and the FAA has agreed, that the contract or agreement is not subject to the nondiscrimination Acts and the Regulations.

The sponsor must insert the clauses of **Title VI Clauses for Deeds Transferring United States Property**, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

The sponsor must include the **Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, Or Program**, the **Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program,** and the **Title VI List of Pertinent Nondiscrimination Authorities**, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties:

1) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

2) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

7.2. MANDATORY CONTRACT LANGUAGE.

7.2.1. Title VI Solicitation Notice

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders 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.

7.2.2. Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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 Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** 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 Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by 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 Acts and the Regulations relative to Non-discrimination 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 Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, 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.

7.2.3. Title VI Clauses for Deeds Transferring United States Property

(Source: Appendix B of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (***Title of Sponsor***) will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), for the **(Airport Improvement Program or**

other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (***Title of Sponsor***) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (***Exhibit A attached hereto or other exhibit describing the transferred property***) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (***Title of Sponsor***) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (***Title of Sponsor***), its successors and assigns.

The (***Title of Sponsor***), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (***Title of Sponsor***) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

7.2.4. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

(Source: Appendix C of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

7.2.5. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

(Source: Appendix D of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

7.2.6. Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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 non-discrimination 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 U.S.C. 1681 et seq).

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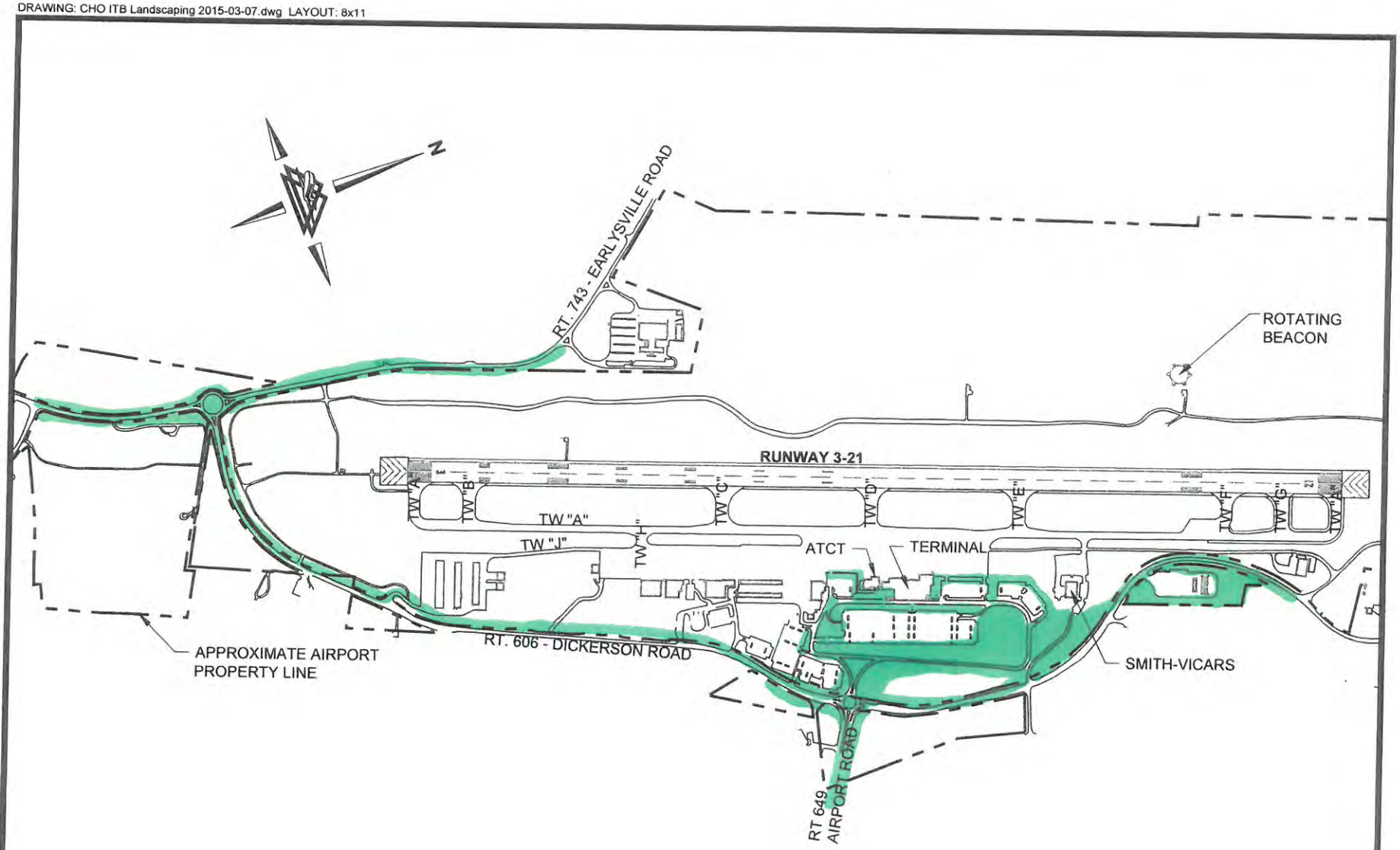

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CHARLOTTESVILLE-ALBEMARLE AIRPORT

DRAWN BY:	PJW	CHECKED BY:	WME	SCALE:	1"=1000'	DATE:	FEBRUARY 2015

EXHIBIT 1

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