



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

Charlottesville-Albemarle Airport (CHO)

RFP NUMBER:

RFP# 2023-6

RFP TITLE:

**Removal and Installation of Automatic Sliding Entrance
Doors, and Installation of Air Curtains at the
Charlottesville Albemarle Airport (CHO)**

PURPOSE:

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the removal of existing automatic sliding entrance doors, installation of new automatic sliding doors, and the installation of air curtain-type barriers in the terminal of the Charlottesville Albemarle Airport (CHO).

**DEADLINE FOR
RFP
SUBMISSIONS:**

**Deadline for Receipt of Proposals:
June 21, 2023- 2:00 P.M. Eastern Time**

**SUBMIT RFP TO
THIS ADDRESS:**

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

**INSTRUCTIONS
FOR
SUBMITTING
PROPOSALS
(SEE SECTION
2 of RFP
#2023-6):**

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

See RFP #2023-06 Section 2 for Instructions

**DIRECT ALL
INQUIRIES TO:**

NAME	Jason Devillier, AAE
TITLE	Director of Operations, Maintenance & Construction
PHONE #	434/973-8342 x 103
FAX #	434/974-7476
EMAIL	jdevillier@gocho.com
WEB SITE	http://www.gocho.com/public-notice/

DATE RFP ISSUED: May 24, 2023

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1.0 GENERAL INFORMATION

1.1 Introduction/Background

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

CHO is a non-hub commercial facility served by four airlines:

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

CHO’s passenger terminal was built in 1991, and the existing automatic sliding glass doors were installed at that time. Preventative maintenance has been performed on the doors, but their age and condition now require replacement. Photographs of typical doors are provided in “Attachment B.” The purpose of this document is to provide interested parties with information to assist in preparing and submitting a proposal to remove the existing doors, install new-similar doors, and provide all hardware/software required, including electrical connection(s) needed for proper operation. Additionally, “air curtain” type barriers will be proposed for installation at six (6) other manual terminal entrances. The placement of these units will be in locations the Contractor recommends ensuring proper function.

This Request for Proposal (RFP# 2023-6) is issued on behalf of the Charlottesville - Albemarle Airport Authority by Jason Devillier, A.A.E., the sole point of contact for the Authority during the procurement process. Copies of the RFP may be obtained by contacting him via email: jdevillier@gocho.com.

1.2 Scope of the Project

Project Description:

The Charlottesville Albemarle Airport Authority is interested in a single contractor that can provide all the materials and services to remove the six (6) automatic sliding glass doors (3 sets of 2) at the Charlottesville Albemarle Airport terminal

entrances and replace them with similar automatic sliding glass doors. As part of this Project, the Contractor shall also install three (3) “air curtain” type barriers at each of the three terminal entrances to deter flying insects and to improve the terminal’s heating/cooling conditions. The installation of the new doors and “air curtain” barriers shall include electrical power connections needed for proper operation.

As an alternate add-on, the Contractor shall also include within the Proposal the services and costs needed to install “air curtain” type barriers at the six (6) other manual door locations in the terminal. This installation shall also include all electrical and power connections needed for the “air curtains” proper use. The Contractor shall price this alternate add-on for “after-hours” or evening installation work. This alternate add-on is at the discretion of the Charlottesville Albemarle Airport Authority. Its inclusion in the Project will be determined after proposals are received and evaluated.

The Project and alternate add-on shall include provisions for the protection and safety of pedestrians and passengers and the prevention of unintentional incursions into the work area.

Project Notes:

- As the airport owner, an Authority representative will serve as the project manager for the process.
- The Offeror shall provide all details and specifications for installation.
- The Contractor shall provide the Authority a minimum one (1) year manufacturer’s warranty for all labor and equipment.
- The Contractor shall provide the Authority with the location of the office that will provide the service for the manufacturer’s warranty.
- The Contractor shall provide the Authority with a set of “as built” drawings, equipment manuals, maintenance manuals, and related documents.

1.3 Definitions

The following definitions are used throughout the RFP.

“**Authority**” means the Charlottesville-Albemarle Airport Authority.

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

“**Contractor**” means the offeror awarded the contract.

“**Offeror/offeror**” means a firm submitting a proposal in response to this RFP.

“**RFP**” means and refers to this Request for Proposals, dated May 24, 2023.

1.4 Clarification of the specifications

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

Mailing Address: Jason Devillier, AAE
Charlottesville Albemarle Airport
100 Bowen Loop, Suite 200
Charlottesville, Virginia 22911

Email: jdevillier@gocho.com

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

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

1.5 Addendums or Revisions

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

The offerors shall be responsible for regularly monitoring the Authority's website for any such postings. Offerors must acknowledge the receipt/review of any addendum(s) in Attachment A-Proposal Form.

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

1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the Authority. In the event that the Authority finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Authority's website at <http://www.gocho.com/public-notices/>.

DATE	EVENT
May 24, 2023	Date of issue of the RFP
May 31, 2023	Pre-Proposal Meeting and Site Visit- 10:00 A.M. in the rotunda area of the terminal- Attendance is not mandatory .
June 9, 2023	Last day for submitting written inquiries (2:00 P.M. Eastern Time)
June 14, 2023	Response to RFP Questions

June 21, 2023	Proposal Submission Deadline (2:00 P.M. Eastern Time)
June 26-29, 2023	Interviews & Negotiations
June 30, 2023	Notice of Intent to Award will be posted on Authority's website
July 14, 2023	Award of Contract
July 17, 2023	Projected - Contract start date

1.7 Contract Term

The contract shall be effective on the date indicated on the contract execution date and shall run for the duration required to complete the Project and the warranty period.

1.8 Reasonable Accommodations

Upon Request: The Authority will provide reasonable accommodations, including providing informational material in an alternative format, for qualified individuals with disabilities. If accommodations are needed at the pre-proposal meeting or RFP opening, please contact Jason Devillier, A.A.E, Director of Operations, Maintenance & Construction, at jdevillier@gocho.com.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

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

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

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

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

2.2 Proprietary Information

If any proposal submitted in response to this RFP contains trade secrets or

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

2.3 Incurring Costs

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

2.4 Submittal Instructions

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

Proposals may be delivered electronically via email. Proposals shall be sent to Jason Devillier, Chief Operations Officer, at: jdevillier@gocho.com. The email "Subject" line shall have the RFP number and title: **RFP#2023-6 Removal and Installation of Automatic Sliding Entrance Doors and Installation of Air Curtains**. Emails must be received by the deadline stated in Section 1.6 of this RFP. The Charlottesville - Albemarle Airport Authority is not responsible for internet provider outages or failures, either at the source or destination of the sender or receiver. Hard copies of the proposals submitted by email shall be provided to the Airport Authority within five (5) business days of the submittal deadline in Section 1.6, with copies and format as stated in Section 2.5.

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

- Offeror's name and address
- RFP Identification (lower left corner of package): **RFP#2023-6 Removal and Installation of Automatic Sliding Entrance Doors and Installation of Air Curtains**.
- Deadline (date and time) for Submission of Proposals

2.5 Required Copies

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

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

2.6 Proposal Organization and Format

Proposals must be organized with the following headings and subheadings. Tabs should separate each heading and subheading or be otherwise clearly marked. The RFP sections are as follows:

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

2.7 Right to reject proposals

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

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

Initially, each Proposal will be reviewed as to the Offeror's qualifications and to determine which Offerors are best suited among those submitting proposals. This review shall be performed based on the factors involved in this RFP, including price.

3.2 Proposal Scoring

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

3.3 Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Percent</u>
1	General requirements - Conformance with format and content requirements (Section 4.1 and 4.2)	10
2.	Organizational Capabilities (Section 4.3)	30
3.	Staff Qualifications (Section 4.4)	10
4.	Project Approach - Firm's demonstrated understanding of the scope of the Project and the project objective (Sections 1.2 and 4.5)	30
5.	Pricing and Fees (Section 4.6)	20
	TOTAL	100

3.4 Interviews and Negotiations

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

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

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

After interviews and negotiations have been conducted with each of the offerors so selected, the Authority will award the Contract to the Offeror, which, in its opinion, has made the best Proposal and provides the best value.

3.5 Investigation

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

1. Other information as available to the Authority, including financial data and records concerning Offeror's performance.
2. Publications, including trade and financial journals or reports, and
3. Other sources including financial advisors, banks and other financial institutions, and other airports.

3.6 Contract

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

3.7 Notice of Intent to Award

Once the Authority has concluded the competitive negotiations process, the

Authority will post a “Notice of Intent to Award” on its website.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Proposal Form (Attachment A) to include the executed “Certificate of No Collusion” and “Offeror’s Acknowledgement of Receipt of RFP 2023-6 Addendum(s) “

4.2 Introduction

Provide a brief overview of the firm, including the size of the firm and other general/introductory information.

4.3 Organization Capabilities

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

4.4 Staff Qualifications

Provide the names of the team members that will be involved with this Project and describe their experience and qualifications.

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

4.5 Project Approach

Provide a brief but informative narrative of the Project approach your firm will take if selected to remove and install the six (6) automatic, sliding glass doors and install “air curtain” type barriers at the Charlottesville-Albemarle Airport terminal. This narrative should describe the equipment being proposed, the equipment specifications, photos of the equipment, and the methods the Contractor will be using when removing and installing the equipment. Also, identify any sub-contractors that will be used on the Project. Include all items as noted in Section 1.2-Scope of the Project.

A separate brief narrative describing the project approach for the alternate add-on work to install “air curtain” type barriers at the six (6) other manual door locations in the terminal should be included. This narrative should include the equipment being proposed, the equipment specifications, photos of the equipment, and the methods the Contractor will be using when installing the equipment. Also, identify any sub-contractors that will be used on the installation of the “air curtain” type equipment.

4.6 Pricing and Fees

Provided proposed costs to include:

- All professional fees that are associated with the initial walk-through, evaluation, design, demolition, and installation. Include travel and other related expenses in these fees.
- Hourly or other fees for maintenance/support not included in initial set-up or warranty and any monthly/annual subscription fees that may be required for the systems.
- The Offerors shall submit a total lump sum price to furnish all equipment, labor, and materials necessary to complete the work as specified in the scope of the Project.
- When proposing for the alternate add-on, the Contractor shall also include within the Proposal the services costs needed to install “air curtain” type barriers at the six (6) other manual doors within the terminal.

5.0 MINIMUM INSURANCE REQUIREMENTS

By signing and submitting a bid/proposal under this solicitation, the bidder/offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the bidder's/offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the bidder/offeror or for whose acts it may be liable: Each policy shall contain endorsements entitling the Authority to not less than 30 days prior written notice of any material change, non-renewal, or cancellation of the insurance. Liability coverage shall list the Authority and its officers and employees as additional insureds. An endorsement must be issued by the insurance company and accompany the evidence of coverage provided. These certificates shall be provided to the Owner upon execution of this Contract, then again (without demand by the Owner) on or before the expiration date of any policy.

Minimum Insurance Requirements:

- Workers' Compensation – Statutory Worker's Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.
- Commercial General Liability – The Contractor shall maintain a general liability policy with a minimum of \$1,000,000 combined single limits.
- Automobile Liability – The Contractor shall maintain automobile liability insurance with minimum limits of \$1,000,000 combined single limit.
- Professional Liability – The Contractor shall maintain professional liability coverage with minimum limits of \$1,000,000 per incident.

6.0 ATTACHMENTS

Section 6.0 - Attachment A
Must be Completed and Submitted with Proposal

**Attachment A - Proposal Form (Includes Certificated of No Collusion,
Offeror's Acknowledgement of Receipt of Addendums, and Price List)**

NAME OF FIRM:

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

OFFEROR:

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

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

3. Telephone number of offeror: _____

Contact (name and title): _____

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

Explain: _____

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

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

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

PARTNERSHIP STATEMENT

If a Partnership, answer the following:

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

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

6. Years in this business: _____

CORPORATION STATEMENT

If a Corporation, answer the following:

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

If so, as of when? _____

4. The Corporation is held: Publicly () Privately ()

5. If publicly held, how and where is the stock traded?

6. List the following:

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

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

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

8. FEIN _____

9. Years in this business: _____

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

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of Organization? _____/_____/_____
2. Was the Joint Venture Agreement recorded? Yes () No ()

Date Book Page County

3. Name and address of each Joint Venturer:

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

4. Percent of ownership of each Joint Venturer:

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

6. Social Security numbers or FEIN: _____

7. Years in this business: _____

FINANCIAL AND BACKGROUND DATA

FINANCIAL STATEMENT:

Attach a complete report, prepared in accordance with generally accepted accounting principles, reflecting your current financial condition. The report must include a balance sheet and income statement no older than December 2022. The Offeror must be prepared to substantiate all information shown. If the company is a subsidiary of a parent company, a financial statement for both the parent and subsidiary is to be provided.

SURETY INFORMATION:

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

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

BANKRUPTCY INFORMATION:

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

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

FELONY INFORMATION:

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

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

PENDING LITIGATION:

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

REFERENCES

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

REFERENCE NO. 1:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Date services were provided: _____

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

REFERENCE NO. 2:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Date services were provided: _____

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

REFERENCE NO. 3:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Date services were provided: _____

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

REFERENCE NO. 4:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Date services were provided _____

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

REFERENCE NO. 5:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Date services were provided: _____

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

OFFEROR'S SIGNATURE

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

a. If the offeror is an INDIVIDUAL, sign here:

Name

Doing Business As

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

Partnership or Joint Venture Name

BY: _____
Member of the Partnership or Joint Venture

BY: _____
Member of Partnership or Joint Venture

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

The undersigned certify that they are, respectively

_____ and _____
Title Title

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

Corporation Name

BY: _____

Title: _____

BY: _____

Title: _____

Dated: _____

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

OFFEROR: _____

(Affix seal if applicable) _____

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

Notary

My Commission expires: _____

CERTIFICATE OF NO COLLUSION- Must be Executed and Submitted with the Proposal

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

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

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGMENT

STATE OF VIRGINIA
COUNTY OF ALBEMARLE, to wit:

The foregoing Certificate of No Collusion bearing the Signature of _____ and

dated _____ was subscribed and sworn to before the undersigned notary public by

_____ on _____.

Notary Public

My Commission expires: _____

CODE OF VIRGINIA

Sec. 18.2-498.4. **Duty to provide a certified statement.** -A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering, or agreeing to transact business or commerce with it, or seeking, offering, or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under this article. -B. Any person required to submit a certified statement as provided in paragraph 'A' above who knowingly makes a false statement shall be guilty of a Class 6 Felony. (1980, c.472.)

Offeror's Acknowledgment of Receipt of RFP 2023-6 Addendum(s)
Must be Executed and Submitted with the Proposal

As per Section 1.6 of the RFP, if it becomes necessary to provide additional clarifying data or information or to revise any part of this RFP, written addendums will be posted on the Authority's website <http://www.gocho.com/organization-info/public-notices/>.

The Offerors shall be responsible for regularly monitoring the Authority's website for any such postings. Offerors must acknowledge the receipt/review of any addendum(s) on this Attachment B.

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

OFFEROR'S SIGNATURE

Price Sheet

Name of Firm: _____

Project: Removal and Installation of Three (3) Sets of Double Automatic Sliding Entrance Doors (Six (6) doors in total), and Installation of Air Curtains at Each of the Three (3) Sets of Automated Doors - Charlottesville Albemarle Airport (CHO)

Proposal Price \$

Alternate add-on: Installation of an "air curtain" type barrier at six (6) other manual entrance doors in the terminal.

Alternate Add-on Proposal Price \$

OFFEROR'S SIGNATURE

Attachment B – Photos

One of Three Sets of Automated Terminal Entrance Doors –
The view is from the inside of the terminal looking out toward the curb.



One of Three Sets of Automated Terminal Entrance Doors –
The view is from the curbside looking toward the terminal.



Departure Doors – Add-on Alternate
Double set of manual doors at Gate 1



Departure Doors – Add-on Alternate
Single manual door at Gate 2



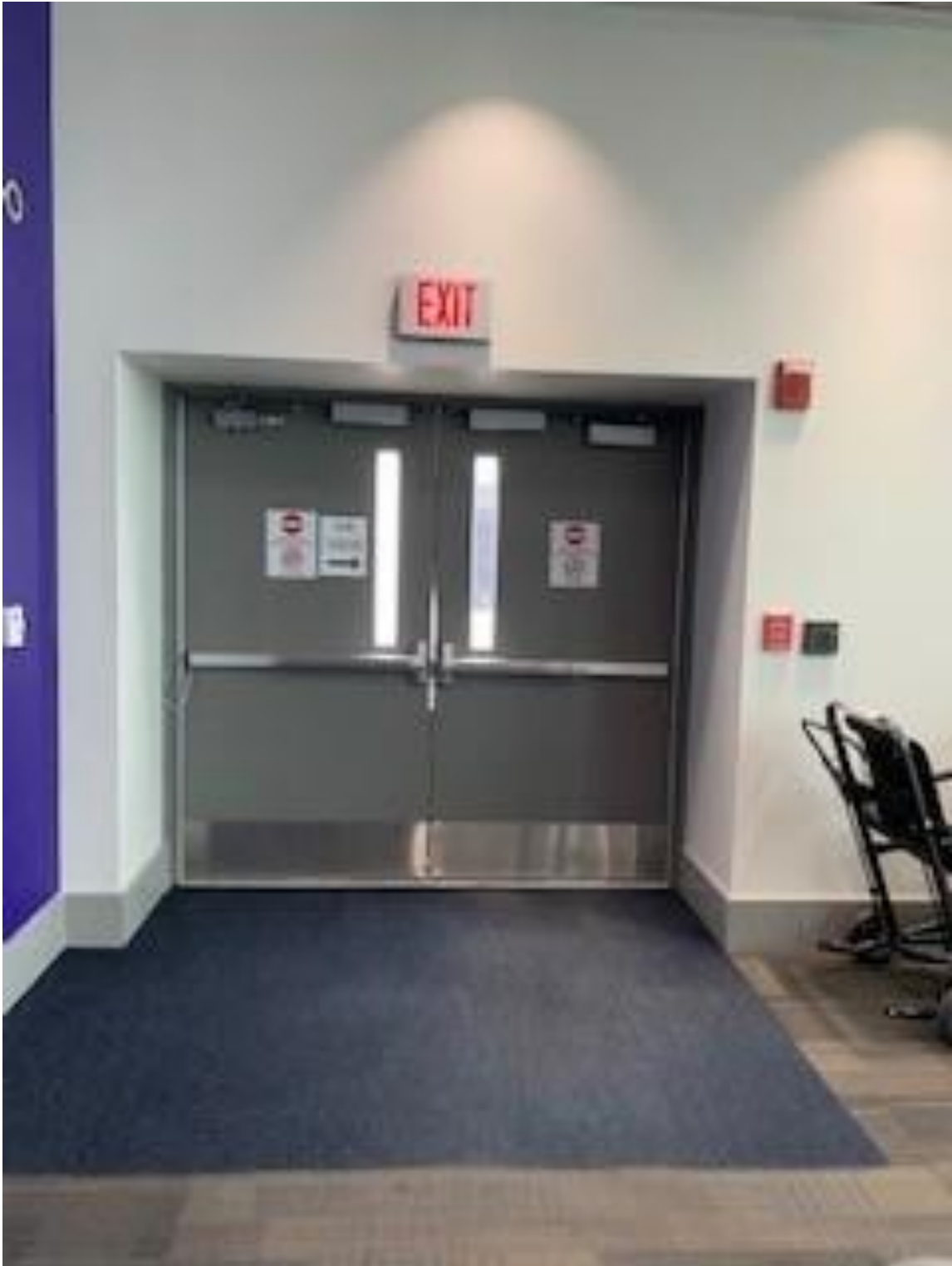
Departure Doors – Add-on Alternate
Single manual door at Gate 3



Departure Doors – Add-on Alternate
Single manual door at Gate 4



Departure Doors – Add-on Alternate
Double set of manual doors at southside of Gate 4



Departure Doors – Add-on Alternate
Single manual door at southside of Baggage Claim Area



ATTACHMENT C

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

1. **General Application.** These general terms and conditions apply to all Authority purchases of goods and services, including, without limitation, construction, insurance, and other services. They shall be deemed an integrated part of each contract entered into between the Charlottesville-Albemarle Airport Authority (“Authority”) and a non-governmental party. In the event of a conflict between these general terms and conditions and any other provision of a contract between the Authority and a non-governmental party, the provisions of these general terms and conditions shall govern the parties’ agreement.
2. **Modification of contract pricing.** (VA. Code §2.2-4309). No fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Authority’s governing body. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder from the consequences of an error in its bid, Proposal or price quote.
3. **Energy Forward Pricing Mechanisms.** (VA. Code §2.2-4329.1). For the purpose of budget risk reduction, the 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. Contractors 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). The Authority may extend the term of an existing contract for services, to allow completion of any work undertaken but not completed during the original term of the contract. Any such extension of time shall be in writing and signed by an authorized representative of the Authority.
5. **Annual appropriations condition.** For any contracts that cannot or will not be completed within a single fiscal year: notwithstanding anything in this contract to the contrary, beyond

the initial fiscal year in which performance is commenced, Authority's obligations are and shall be subject to and expressly conditioned upon the availability and appropriation of public funds by Authority to support continued performance in succeeding fiscal years. When funds are not appropriated or otherwise made available to support continuation of performance in a succeeding fiscal year, the order for goods, or Contractor's performance of services, as applicable, shall be canceled and the Contractor shall be reimbursed for the reasonable value of any goods ordered and received, and services completed, prior to the end of the preceding fiscal year.

6. **No Discrimination by Authority** (VA. Code §2.2- 4310). In the solicitation or awarding of contracts, Authority shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. **THE AUTHORITY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS** and shall comply with the requirements of VA Code §2.2-4343.1, as may be applicable.
7. **No Discrimination by Contractor** (Contracts Over \$10,000) (VA. Code §2.2-4311). During the performance of a contract where Contractor's compensation is more than \$10,000, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
8. **Compliance with Federal Immigration Laws** (VA. Code §2.2-4311.1). The Contractor expressly warrants and certifies that it does not and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
9. **Contractor's Authority to Conduct Business in Virginia** (VA. Code §2.2-4311.2). A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited Partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. A contractor that enters into a contract with Authority shall not allow its existence to lapse or its certificate of Authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

Authority may void any contract with a business entity for its failure to comply and remain in compliance with the provisions of this paragraph.

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

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

15. **Required Insurance.** The specific insurance requirements for this contract, if any, ("Required Insurance") have been specifically set forth within the Specifications/Special Terms and Conditions of the procurement documents. All policies of Required Insurance shall be issued by a company authorized to do business within the Commonwealth of Virginia. (See VA. Code §38.2-518).
Prior to award, the Contractor shall be required to demonstrate that it has obtained the Required Insurance, and that each Required Insurance Policy has been endorsed (i) to name Authority, its officers, employees and agents as additional insured parties, and (ii) to confer rights upon Authority to receive at least 30 days' advance notice of cancellation or non-renewal. 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 the 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. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor pursuant to this payment clause shall not be construed to be an obligation of Authority. No contract modification shall be made for the purpose of providing reimbursement for the interest charge, and no cost reimbursement claim shall include any amount for reimbursement for the interest charge.

23. **Contract disputes and claims** (VA. Code §2.2- 4363). Written notice of the Contractor's intention to file a claim, whether for money or other relief, shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. Contract claims, whether for money or other relief, shall be submitted in writing to the Authority no later than 60 days after the Contractor's receipt of final payment; provided, however, that written notice of the Contractor's intention to file a claim shall have been given at the time of the occurrence, or at the beginning of the work, upon which the claim is based. Claims shall be considered by Authority in accordance with VA Code §2.2-4363. The final decision of the Authority shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by the Authority, by instituting legal action as provided in VA Code §2.2-4364.
24. **Trade Secrets; Proprietary Information.** Except as provided in VA Code §2.2-4342, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or Corporation, in accordance with the Virginia Freedom of Information Act (VA Code § 2.2-3700 et seq.). Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records. Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction or prequalification application shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); provided that the bidder must (i) invoke the protections of the referenced VA. Code section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Each bidder is solely responsible for protecting its trade secrets or proprietary information in accordance with these instructions.
25. **Applicable Law.** Any contract resulting from a Authority procurement transaction shall be governed in all aspects by the laws of the Commonwealth of Virginia, without regard to conflict of laws' provisions, and any litigation with respect thereto shall be brought in the Circuit Court for Albemarle County, Virginia.
26. **No Collusion** (VA. Code §18.2-498.4). Any person offering or agreeing to transact business with Authority may be required to submit a certification that the offer or agreement or any claim resulting therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

27. **No Waivers of Sovereign or Governmental Immunity.** No action or omission of Authority, and no terms, conditions or provisions within any contract resulting from this procurement transaction, shall be deemed, or construed as a waiver of any sovereign or governmental immunity to which Authority may be entitled under the laws of the Commonwealth of Virginia, or any applicable federal law.

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FEDERAL REQUIRED CONTRACT PROVISIONS FOR
NON-AIP CONTRACTS

A5.3 MANDATORY CONTRACT CLAUSES

A5.3.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5.3.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6.3 MANDATORY SOLICITATION CLAUSE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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 for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

A6.4 MANDATORY CONTRACT CLAUSES

A6.4.1 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);

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- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, *et seq*) (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) as implemented by US 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 (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

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VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70Fed. Reg. 74087 (2005)];

- 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).

A6.4.2 Nondiscrimination Requirements/Title VI Clauses for Compliance

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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.

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FEDERAL REQUIRED CONTRACT PROVISIONS FOR
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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.

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

A28.3 MODEL CERTIFICATION CLAUSE

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or Proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 MODEL SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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 | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the US Department of Labor – Wage and Hour Division.

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A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 MODEL 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 US Department of Labor – Occupational Safety and Health Administration.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A14.3 MODEL CERTIFICATION CLAUSE

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS
AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].