



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

Charlottesville-Albemarle Airport (CHO)
Air Service Development Consulting Services
February 3, 2026

The Charlottesville Albemarle Airport Authority (the “Authority”), acting by and through its Chief Executive Officer, invites qualified and experienced aviation consulting firms to submit proposals to provide Air Service Development Consulting Services for the Charlottesville Albemarle Airport (CHO). For a complete description of the services being procured, interested offerors should review the Request for Proposals dated February 3, 2026, (“RFP”). The RFP is posted on the Authority’s website at <http://www.gocho.com/organization-info/public-notices/> or can be obtained by sending a request to Stewart Key at skey@gocho.com. Any air service development consulting services contract awarded due to this competitive negotiation process will be non-exclusive. The Authority may initiate any procurement process for additional services whenever it desires.

Proposals will be accepted by mail or delivery until 2:00 p.m., local prevailing time, Monday, February 23, 2026, by Jason Burch, Chief Executive Officer, Charlottesville-Albemarle Airport Authority, 100 Bowen Loop, Suite 200, Charlottesville, Virginia, 22911. Proposals received after 2:00 p.m. on February 23, 2026, will be returned unopened. Instructions for the preparation and submission of proposals are found within the RFP. Interested offerors should check the Authority’s website before submission of any proposal--in the event that addendums are issued to the RFP during the procurement process. Notice of each addendum will be posted on the Authority’s website, in the same location as the RFP.

The Charlottesville-Albemarle Airport Authority, per the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

Jason Burch
Chief Executive Officer

REQUEST FOR PROPOSALS (RFP)

CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY, CHARLOTTESVILLE, VA

Charlottesville-Albemarle Airport (CHO)

RFP TITLE

**RFP - Air Service Development Consulting Services for
Charlottesville Albemarle Airport**

PURPOSE

The Charlottesville Albemarle Airport Authority (the “Authority”), acting by and through its Chief Executive Officer, invites qualified and experienced aviation consulting firms to submit proposals to provide Air Service Development Consulting Services for the Charlottesville Albemarle Airport (CHO).

DEADLINE FOR RFP SUBMISSIONS

**Deadline for Receipt of Proposals:
February 23, 2026 - 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 Burch**

**LATE, FAXED, OR UNSIGNED STATEMENTS WILL BE
REJECTED**

DIRECT ALL INQUIRIES TO

NAME	Jason Burch
TITLE	Chief Executive Officer
PHONE #	(434) 973-8342
FAX #	(434) 974-7476
E-MAIL	jburch@gocho.com
WEB SITE	http://www.gocho.com/organization-info/public-notices/

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1.0 GENERAL INFORMATION

1.1 Introduction

The Charlottesville Albemarle Airport Authority is a political subdivision of the Commonwealth of Virginia, created in 1984 by the Virginia Acts of Assembly. The Authority board consists of the City Manager, the County Executive, and one private citizen appointed from the Charlottesville Albemarle Joint Airport Commission. The Commission is an advisory group composed of seven members appointed by the Charlottesville City Council and the Albemarle County Board of Supervisors. The Authority owns and operates the Charlottesville Albemarle Airport (CHO), which serves the greater Central Virginia region. The Airport's daily management is overseen by the 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 three major airlines, with the current destinations as follows:

- Delta Air Lines – Atlanta (ATL) and New York City (LGA)
- American Airlines – Charlotte (CLT) and New York City (LGA)
- United Airlines – Washington-Dulles (IAD), Chicago-O'Hare (ORD)

1.2 Definitions

The following definitions are used throughout the RFP.

“Authority” means the Charlottesville-Albemarle Airport Authority.

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

“Contractor” means the individual or firm selected for the award of a contract with the Authority.

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

“RFP” refers to this Request for Proposals, RFP - Air Service Development Consulting Services for Charlottesville Albemarle Airport.

“Services” means the air service development consulting services to be performed by the Contractor.

“Work Order” refers to the document that is requested by the Authority, then signed by both the Authority and the Contractor, by which the Authority accepts the Contractor’s estimate of costs of the labor, equipment, and materials required to perform specific services described within such document.

1.3 Purpose of Request

The Charlottesville-Albemarle Airport Authority (hereinafter referred to as “Authority”) is seeking proposals from qualified firms with extensive experience to assist with retention, restoration, and expansion of commercial air service for the Charlottesville Albemarle Airport (CHO). Examples of services to be provided are noted in Section 1.4.

This Request for Proposals (RFP - Air Service Development Consulting Services) is issued on behalf of the Authority by Jason Burch, Chief Executive Officer, who is the sole point of contact for the Authority during the procurement process.

The Authority's Chief Executive Officer will administer any contract resulting from this RFP.

1.4 Scope of Services

During the term of the awarded contract, the Proposer shall provide air service development consulting services as detailed below:

- A. Market Analysis
- B. Route Development
- C. Airline Engagement
- D. Incentive strategy
- E. Grant support
- F. Ongoing advisory services.

Individual projects/tasks will be initiated when the Authority submits a Work Order Request to the Contractor. The Contractor will provide a proposed Work Order, including an estimate of the labor and time to complete the Services described in the Work Order Request. The Contractor shall sign the Work Order to verify that, if accepted by the Authority, the Contractor will agree to perform the Services. If the Authority wishes the Contractor to proceed with the performance of the Services, the Authority shall sign the Work Order to indicate its acceptance. All Work Orders shall be deemed to include all of the requirements of this RFP, including, without limitation, the General Terms and Conditions outlined in ***Section 7.0 General Terms and Conditions***. Except as otherwise explicitly referenced in a Work Order Request, the Contractor shall be responsible for selecting the means and methods for accomplishing the work described in the Work Order. If there are any questions regarding the project, it is the responsibility of the Contractor to contact the designated CHO representative and ask for clarification before proceeding.

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

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

1.5 Clarification of the Specifications

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

Mailing Address:
Jason Burch, Chief Executive Officer

Charlottesville - Albemarle Airport
100 Bowen Loop, Suite 200
Charlottesville, Virginia 22911
E-mail: jburch@gicho.com
Subject Line: Air Service RFP

All inquiries and questions concerning this RFP, its provisions or requirements must be submitted in writing by mail, fax, or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.7)

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

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

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

It shall be the Offerors' responsibility to regularly monitor the Authority's website for any such postings. Offerors must acknowledge the receipt/review of addendum(s) on Section 6.0 "Attachment B – Offeror's Acknowledgement of Addendum(s) to RFP - Air Service Development Consulting Services.

1.7 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The activities with specific dates must be completed as indicated unless otherwise changed by the Authority. If the Authority finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Authority's website <http://www.gicho.com/organization-info/public-notices/> as noted in Section 1.6.

DATE	EVENT
Feb. 2, 2026	Date of issue of the RFP
Feb. 12, 2026	Deadline for submitting written inquiries - 2:00 p.m. Eastern Time.
Feb. 16, 2026	Date the Authority will Provide Response to RFP Questions
Feb. 23, 2026	Deadline for Submission of Proposals - 2:00 p.m. Eastern Time
Feb. 24-26, 2026	Review of Proposals/Interviews/ Negotiations
Mar. 2, 2026	Notice of Intent to Award will be posted on Authority's website
Mar. 10, 2026	Target Date for Commencement of Contract

1.8 Contract Term

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

2.0 INSTRUCTIONS FOR PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

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

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

All data, materials, and documentation submitted with the Proposals to the Authority shall be subject to public inspection per the Virginia Freedom of Information Act, except for trade secrets or proprietary information which has been appropriately marked before submission to the Authority strictly per instructions within Section 2.2, below.

2.2 Proprietary Information

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

2.3 Incurring Costs

The Charlottesville-Albemarle Airport Authority is not liable for any cost incurred by Offerors in preparing Proposals to be submitted in response to this RFP.

2.4 Submittal Instructions

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

Electronic submissions are permitted. See Section 2.6 below for instructions.

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

- Offeror's name and address
- RFP Identification (lower-left corner of package):
RFP - Air Service Development Consulting Services
- Charlottesville Albemarle Airport Authority
- Deadline (date and time) for Submission of Proposals

2.5 Required Copies

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

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

2.6 Electronic Submittals

Proposals for RFP - Air Service Development Consulting Services may be submitted electronically via e-mail to jburch@gocho.com. **Offerors are still required to submit hard copies of an original, three (3) complete copies of its proposals, and one complete electronic copy in Microsoft Word or PDF format burned to a flash drive. A tracking number associated with the mailing of the required hard copies must be provided within the electronic submission.**

All proposals received electronically are to be submitted as an e-mail attachment in PDF format by February 23, 2026, at 2:00 p.m. Eastern Time. **The subject line of the e-mail must read "RFP - Air Service Development Consulting Services"**

Regardless of electronic complications, if bids are received after the proposal submission deadline, they will be rejected.

Offerors who deliver submissions via e-mail do so at their own risk; the Authority does not take responsibility for any e-mailed submission that:

- does not arrive on time;
- is rejected;
- contains corrupted electronic files.

2.7 Organization and Format

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

- A. Business Information/Introduction (See Section 4.1 of this RFP)

- B. Experience and Qualification Statement (See Section 4.2 of this RFP)
- C. Execution of Plan (See Section 4.3 of this RFP)
- D. Prices and Fees (See Section 4.4 of this RFP)
- E. Optional - Proposer's Additional Documents (See Section 4.5 of this RFP)
- F. Required Forms (See Section 6.0 of this RFP)

2.8 Reservation of Rights

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

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Selection Process Guidance

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

3.2 Proposal Scoring

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

3.3 Evaluation Criteria

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

The Proposals will be scored using the following criteria:

	Description	Percent
1.	General requirements - Conformance with Proposal format and content requirements (Sections 2.4 – 2.6)	5
2.	Business Information/Introduction (Section 4.1)	5
3.	Experience and Qualification Statement(Section 4.2)	30
4	Execution of Plan (Section 4.3)	20
5.	Prices and Fees (Section 4.4)	20
6.	Required Forms	

	Attachment A – Proposal Form (Section 6.0) (an executed Certificate of No Collusion must be include)	15
	Attachment B – Offeror's Acknowledgement Receipt of Addendum(s) to RFP (Section 6.0)	3
	Attachment C – Offeror's Acknowledgement Receipt of Federal Required Contract Provisions. (Section 6.0)	2
	TOTAL	100

3.4 Negotiations

The Authority will select two or more Offerors deemed to be fully qualified and best suited among those submitting Proposals. Based on the evaluation factors specified in Section 3.3, interviews and negotiations will then be conducted with each of the Offerors selected.

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

Notice: Once notified of being selected to participate in negotiations, an Offeror shall promptly state, in writing via e-mail to jburch@gacho.com, any exception(s) to any provisions in the RFP before the commencement of negotiations. Any exceptions noted shall be considered during negotiation.

After interviews and negotiations have been conducted with each of the Offerors so selected, the Authority will select the Offeror which, in its opinion, has submitted the best Proposal and provides the best value, and shall award the contract to that Offeror.

3.5 Investigation

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

- A. Other existing information available to the Authority, including financial data and records concerning the Offeror's performance.
- B. Publications, including trade and financial journals or reports, and
- C. Other sources, including financial advisors, banks and other financial institutions, and other public airports.

3.6 Contract

Any contract awarded as a result of this RFP will be a written contract in a form approved by the 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. Total project fees will be negotiated for each project on a work-order-basis as project funding is obtained.

The applicable provisions as outlined in Section 6.0 “Attachment C – Federal Required Contract Provisions” will be included in the contract as per FAA requirements.

3.7 Notice of Intent to Award

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

4.0 GENERAL PROPOSAL REQUIREMENTS

Offerors shall include within their Proposals specific information, documentation, and/or statements addressing the evaluation criteria noted in Section 3.3. Succinct, well-organized Proposals are encouraged.

4.1 Business Information

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

4.2 Experience and Qualifications Statement

- A. Name and describe the experience and qualification of team members who oversee the contract with the Authority and those who will provide the air service development consulting services for the Authority.
- B. Provide a narrative of relatable projects in which the firm has participated in the past five years for similarly size/type entities. The list should be limited to the top five (5) projects that best reflect the Proposer’s abilities and skills.

4.3 Execution of Plan

- A. Provide a narrative that illustrates how the Proposer will meet the requirements of this RFP.

4.4 Prices, Fees and Work Orders.

- A. Provide detailed pricing information on all aspects of your proposal.
 - 1. Proposed billing model for air service development consulting services to include:
 - a. Hourly fee for air service development projects
 - b. Monthly fee for air service development projects (specify a certain number of projects included in fee or hours per month)
 - c. Any additional charges for air service development consulting services

B. Work Orders:

A Work Order will be signed by both the Authority and the Contractor, by which the Authority accepts the Contractor's estimate of costs of the labor, equipment, and materials required to perform specific services described within such document and requests the Contractor to perform such services.

4.5 Proposer's Additional Documents (Optional)

The Proposer may submit additional documents that they believe will be relevant to the RFP process.

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.

- Professional liability insurance, including contractual liability, with \$2,000,000 per claim. This insurance shall cover claims resulting from professional errors and omissions of the Offeror and its subcontractors and subconsultants, in connection with the performance of this Contract. Professional liability insurance shall be written to cover all costs of correcting defects and deficiencies, including unapproved deviations arising from the professional liability or errors and omissions of the Offeror and its subcontractors and subconsultants providing professional services at all tiers, and shall be written on a project-specific basis. Such insurance shall be excess to liability insurance required hereunder with respect to third-party bodily injury and property damage claims. The policy shall not contain any provision of exclusion (including any so called "insured versus insured" exclusions or "cross-liability" exclusion) the effect of which would be to prevent, bar or otherwise preclude the Owner and the Offeror from making a claim which the policy would otherwise cover, because the claim is brought by an insured or additional insured against an insured or additional insured under the policy. If no single policy can be

procured to provide the coverages listed, multiple policies shall be procured to satisfy these requirements.

- Automobile Liability. \$500,000 combined limit, per occurrence, for bodily injury and property damage.
- Commercial general liability insurance (including product/completed operations, contractual liability, and independent contractors) with a limit of not less than \$1,000,000 per occurrence / \$2,000,000 per year, and naming the Owner and Owner's officers, employees, and agents as additional insured. Coverage shall include premises/ operations liability; products and completed operations coverage; independent contractors liability; owners' and contractors' protective liability; and personal injury liability (libel, slander, defamation, etc.).
- Workers' compensation coverage as may be required according to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. (together, (a), (b), and (c) set forth the "Required Insurance" for this Contract).

6.0 REQUIRED FORMS

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

Attachment A – Proposal Form (The Certification of No Collusion must be signed and included in this attachment.)

Attachment B – Offeror's Acknowledgment Receipt of RFP - Air Service Development Consulting Services Addendum(s).

Attachment C – Offeror's Acknowledgment Receipt of Federal Required Contract Provisions

Section 6.0

Proposal Form RFP - Air Service Development Consulting Services

NAME OF FIRM:

**(This Proposal Form must be completed in full
and returned with any Proposal submitted by Offeror)**

OFFEROR:

1. Legal Business Name of Offeror exactly as it appears on the statement of qualifications.

2. Addresses of Offeror for purposes of notice or other communication relating to the
Proposal (include addresses for U.S. mail, physical deliveries, and electronic mail (e-mail)):

3. Telephone number of Offeror: _____

Contact (name and title): _____

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

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

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

1. Name in full: _____
2. Residence Address: _____

Zip _____
3. Business Address: _____

Zip _____
4. Birth Date: _____ Place of Birth: _____
5. Social Security Number. _____ - _____ - _____ or FEIN _____
6. Years in this business: _____

PARTNERSHIP STATEMENT

If a Partnership, answer the following:

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

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

6. Years in this business: _____

CORPORATION STATEMENT

If a Corporation, answer the following:

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

If so, as of when? _____

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

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

6. List the following:

<u>AUTHORIZED</u>	<u>ISSUED</u>	<u>OUTSTANDING</u>
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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>
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A. _____

—

B. _____

—

C. _____

8. FEIN _____

9. Years in this business: _____

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

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

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

Date _____ Book _____ Page _____ County _____

3. Name and address of each Joint Venturer:

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

4. Percent of ownership of each Joint Venturer:

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

6. Social Security numbers or FEIN: _____
7. Years in this business: _____

FINANCIAL AND BACKGROUND DATA

FINANCIAL STATEMENT:

Attach a complete report, prepared in accordance with generally accepted accounting principles, reflecting the Offeror's current financial condition. The report must include a balance sheet and income statement no older than June 2025. You must be prepared to substantiate all information shown. If the company is a subsidiary of a parent company, a financial statement for both the parent and subsidiary is to be provided.

SURETY INFORMATION:

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

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

BANKRUPTCY INFORMATION:

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

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

FELONY INFORMATION:

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

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

PENDING LITIGATION:

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

REFERENCES

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

REFERENCE NO. 1:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Months/years of providing service: _____

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

REFERENCE NO. 2:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Months/years of providing service: _____

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

REFERENCE NO. 3:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Months/years of providing service: _____

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

REFERENCE NO. 4:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Months/years of providing service: _____

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

REFERENCE NO. 5:

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Months/years of providing service: _____

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

OFFEROR'S SIGNATURE

a. If Offeror is an INDIVIDUAL, sign here:

Name

Doing Business As

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

Partnership or Joint Venture Name

BY: _____
Member of the Partnership or Joint Venture

BY: _____
Member of Partnership or Joint Venture

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

Name of LLC: _____

By: _____

Its: _____

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

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

Corporation Name

BY: _____

Title

CERTIFICATE OF NO COLLUSION

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

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

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGMENT

STATE OF VIRGINIA
COUNTY OF ALBEMARLE, to-wit:

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

Notary Public

My Commission expires: _____

CODE OF VIRGINIA

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

Section 6.0

Attachment B – Must be Submitted With RFP

Offeror's Acknowledgment of Receipt of RFP - Air Service Development Consulting Services Addendum(s)

NAME OF FIRM:

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

It shall be the Offerors' responsibility to monitor the Authority's website for any such postings regularly. 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

Section 6.0
Attachment C – Must be Submitted With RFP

**Offeror's Acknowledgment of Receipt of RFP - Air Service Development Consulting Services's Attachment C –
FEDERAL REQUIRED CONTRACT PROVISIONS**

NAME OF FIRM:	
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As per Section 3.6 of the RFP, the applicable provisions as outlined in Section 6.0 “Attachment C – FEDERAL REQUIRED CONTRACT PROVISIONS as per FAA requirements will be included in the contract as per FAA requirements.

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

OFFEROR'S SIGNATURE

ATTACHMENT C
FEDERAL REQUIRED PROVISIONS FOR NON-AIP CONTRACTS

A4 CIVIL RIGHTS - GENERAL

A4.3.1 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.

A4.3.2 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.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

A4.3.1 Title VI Solicitation Notice
Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on

race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

A5.4 MANDATORY CONTRACT CLAUSES

A5.4.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

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 nondiscrimination 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) including amendments thereto;
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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 U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 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).

A5.4.2 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, creed, sex, 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 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination 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.

A5.4.3 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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 USC §§ 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 nondiscrimination 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].

A5.4.4 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the 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 Title VI List of Pertinent Nondiscrimination Acts and 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.)

A5.4.5 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

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 Title VI List of Pertinent Nondiscrimination Acts and Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination 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 Non-discrimination 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.)

A25 DOMESTIC PREFERENCES FOR PROCUREMENTS

A25.3 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.

A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A15.3 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 U.S. Department of Labor – Wage and Hour Division.

A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A17.3 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 U.S. Department of Labor – Occupational Safety and Health Administration.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A13.3 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)].

SECTION 7.0 GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

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

- 1.) **General Application.** These general terms and conditions apply to all Authority purchases of goods and services, including, without limitation, construction, insurance, and other services. They shall be deemed an integrated part of each contract entered into between the Charlottesville-Albemarle Airport Authority ("Authority") and a non-governmental party. In the event of a conflict between these general terms and conditions and any other provision of a contract between the Authority and a non-governmental party, the provisions of these general terms and conditions shall govern the parties' agreement.
- 2.) **Modification of contract pricing.** (VA. Code §2.2-4309). No fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of 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.