



PENINSULA AIRPORT COMMISSION

REQUEST FOR PROPOSAL SINGLE AUDITOR SERVICES

**Posting Date: November 10, 2020
Closing Deadline: November 24, 2020**

900 Bland Blvd, Suite G, Newport News, VA 23602

TABLE OF CONTENTS

SECTION 1 – INVITATION TO PARTICIPATE	3
SECTION 2 - SCOPE OF WORK.....	4
SECTION 3 – SPECIFIC RESPONDENT REQUIREMENTS.....	7
ATTACHMENTS -A Insurance Requirements C Required Documents	

SECTION 1 – INVITATION TO PARTICIPATE

1.1 Purpose and Objective

The Peninsula Airport Commission (“PAC”) is seeking Proposals from certified public accounting firms to perform an audit of its Fixed Based Operators (“FBOs”) for the Peninsula Airport Commission at the Newport News / Williamsburg International Airport. Respondents must offer a Proposal that will meet the scope of services, qualifications and general description of work activities identified in this Request for Proposals (“RFP”).

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the Commission with data comparable to that which was submitted by other Respondents and, thus, be assured of fair and objective treatment in the Commission review and evaluation process.

Pending final approval from the Peninsula Airport Commission, the Commission’s objective is to enter into a single audit agreement with the option to renew for up to two (2) additional one-year terms.

1.2 RFP Coordinator; Issuing Office

This RFP is issued for the Commission. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of issuance until the selection of the successful Respondent.

Barbara Rumsey, VCA, FOIA Officer
Office Manager / Executive Assistant to Executive Director; Michael Giardino
Newport News / Williamsburg International Airport
900 Bland Blvd. Suite G
Newport News, VA 23602
brumsey@flyphf.com
757-877-0221 ext. 223

1.3 Commission’s Rights and Intentions

As a result of this RFP, the Commission intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit the Commission to award a contract to any responding Respondent, or to pay any costs incurred in the preparation of the Proposal in response to this request, or to procure or contract for any services. The Commission reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the Commission to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the Commission to do so. The Commission maintains the option to expand

these types of services to other Commission projects, departments, and divisions as needed.

1.4 Timeline

The schedule of events for this RFP is anticipated to proceed as follows:

- This RFP will be posted on November 10, 2020.
- All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the address provided in Section 1 and received no later than 3:00 PM EST on November 20, 2020.
- All questions will be answered and documented in writing as an Addendum to the RFP. These will be sent out to all Respondents who received the original RFP no later than November 23, 2020.
- **Final RFP submissions must be received by 3:00 PM EST on November 24, 2020** in eVA as shown in Section 1. The right to withdraw will expire on this date and time.
- A Peninsula Airport Commission Meeting will be conducted to approve the contract on a date to be determined.

1.5 Overview of the Organization

The Peninsula Airport Commission owns and operates the Newport News/Williamsburg International Airport. The Commission was created by an act of the General Assembly of Virginia on February 18, 1946.

The purpose of the Commission is to develop, operate, and maintain the Airport and incidental property for the increase of commerce and other benefits to the citizens of the Commonwealth of Virginia. The Commission has an obligation to be a self-sustaining entity, by creating business opportunities that benefit the airport's long-term viability.

SECTION 2 - SCOPE OF WORK

2.1 Scope of Work

The Commission is requesting Proposals from qualified certified public accounting firms to perform an internal audit for the purpose of risk assessment regarding the Airport's Fixed Based Operators.

Selected Respondent agrees that such audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Governmental Auditing Standards, issued by the Comptroller General of the United States. Therefore, and in accordance with Governmental Auditing Standards, Selected Respondent agrees to

also issue reports of its opinion of the FBOs financial reporting accuracy to include a detailed list of any discrepancies discovered in the verification of gross receipts and fees as stated within party contracts. The Selected Respondent agrees to also issue reports of its consideration of FBOs internal control over financial reporting and its tests of FBOs compliance certain provisions of laws, regulations, contracts and grants.

Areas that must be addressed include but are not limited to:

- Verification of the accuracy of FBOs books and records to include general ledger, revenue journals, leases, subleases, line tickets, fuel tank logs, customer invoices, vendor invoices, sales tax returns and other documents produced evidencing the financial transactions occurring at the FBOs Premises;
- Revenues collected from airline and non-airline sources;
- Rates and Charges Calculation;
- Internal Controls over revenue and expense streams;
- Security access control.

2.2 Reports to be Issued

In accordance with Governmental Auditing Standards, the Selected Respondent agrees to issue reports of its opinion of the accuracy of FBOs financial reporting to include a detailed list of any discrepancies discovered in the verification of gross receipts and fees as stated within party contracts. The Selected Respondent agrees to also issue reports of its consideration of FBOs internal control over financial reporting and its tests of FBOs compliance certain provisions of laws, regulations, contracts and grants.

2.3 Audit Scheduling

Each of the following must be completed by the Auditor no later than the dates indicated:

A. Preliminary Audit Work

The auditor shall complete Preliminary Audit work by the second week in December.

B. Audit Work

Complete audit work by the end of February.

C. Final Report

Present Final Report to the Finance & Audit Committee on the Fourth Monday in March.

2.4 Assistance to be provided to the Auditor and Report Preparation

- A. Airport Staff and responsible FBO staff and management personnel will be available during the audit to assist the firm by providing information,

documentation and explanations. The preparation of confirmations will be the shared responsibility of the audited entity and the auditor.

- B. Personnel will be available to provide systems documentation and explanations.
- C. Report preparation, editing and printing shall be the responsibility of the auditor.

2.5 Selection Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their Proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

All properly prepared and submitted Proposals shall be subject to evaluation and deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Responses to the RFP will be evaluated according to the following criteria:

A. Mandatory Elements:

1. The audit firm is independent and licensed to practice in the Commonwealth of Virginia.
2. The firm has no conflict of interest with regard to any other work performed by the firm for the Commission.
3. The firm submits a copy of its most recent external quality control review and comment letter.
4. The firm adheres to the instructions in the request for Proposal on preparing and submitting the Proposal.

B. Technical quality:

1. Expertise and experience:
2. The firm's past experience and performance on comparable government engagements (size and complexity);
3. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

a. Audit Approach

b. Adequacy of proposed staffing plan for various segments of the engagement;

c. Adequacy of audit plan for electronic data processing function;

- d. Use of computer – aided audit techniques and sources;
 - e. On-site staff presence and testing ability.
- C. Rates and Charges of proposed staff, including a not to exceed total Proposal for scope of work described in Section 2.

As a result of this RFP, the Commission intends to select one applicant as the most qualified to perform the Scope of Work described herein. However, the Commission shall have the right to select more than one applicant and enter into negotiations for the Scope of Work with several selected applicants before executing a contract.

In the event the Selection Committee desires further information or clarification regarding a Statement of Proposal, the Selection Committee may request such information from an applicant or, at its option, elect to interview one (1) or more applicants. However, the Selection Committee is under no obligation to offer anyone the opportunity to be interviewed and will only conduct interviews as it deems necessary.

The Selection Committee has the right to reject any or all applicants and/or not to make a selection from the results of this RFP.

SECTION 3 – SPECIFIC RESPONDENT REQUIREMENTS

3.1 Respondent's Submission Requirements

- A. Acceptance Period and Location.** To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.
All Responses to this RFP must be received electronically in eVA on or before 3:00 p.m. November 24, 2020.

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Economy of Preparation.** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities and associated cost estimates to include a not to exceed price to perform the scope of work described herein.

3.2 Response Date

To be considered, responses must arrive on or before the location, time and date specified in Section 3.1(A). *Requests for extension of the submission date will not be granted.* Respondents must submit electronically.

3.3 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **via email** pursuant to instructions in Section 1 of this Request for Proposals. Questions and answers will be provided to all Respondents who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Respondent and any other member of the Commission with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Respondent disqualification.

3.4 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all that received the basic RFP.

3.5 Organization of Proposal

This section outlines the information that must be included in your response. Please respond with your information in the same order as the items in the section. *Information considered "confidential" or "proprietary" must be stamped so on each page.*

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the firm and which is signed by an officer of the firm authorized to commit the response. The transmittal letter should also include a phone number, fax number and e-mail address for the contact person.

- B. Company Information.** Provide information related to yourself or your firm and any company you are proposing to use as sub-contractors. Specifically address the following:
 - 1. Year the company was organized.
 - 2. Identification of company ownership.
 - 3. Financial Information:
 - a. Publicly Owned or Not for Profit Organizations: Financial history of the company covering the last three years. Submit a Consolidated Balance Sheet for the most recent year prepared by an independent certified public accountant in accordance with generally accepted accounting principles. The Commission reserves the right to request additional financial information during the review process.
 - b. Privately Held Companies: Total gross revenues of the company covering the last three years.

4. Functions and location of your nearest regional office to the Commission. Identify the location of your company's headquarters.
5. Any conflicts of interest that may affect the Commission's potential selection of, or entering into an agreement with, your organization, i.e. your organization currently holds an agreement with the Commission for other services, a relative of any employee if the Respondent is a member of the selection committee, etc.
6. Any disputes or litigations as a result of services provided for Commission, either through a direct contract with Commission or as a subcontractor to another entity contracting with Commission.
7. Any limitations or restrictions of your ability to physically be on-site during interim preliminary fieldwork and main fieldwork due to COVID-19.

C. Experience. Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must include:

1. A list of all public sector clients in the State of Virginia. Include the following information for each public sector client:
 - a. Name and address of the client;
 - b. Dates of engagement for the client;
 - c. Approximate annual budget;
 - d. Name and telephone number of contact person;
 - e. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.
2. A list of all agreements either directly with the Commission, or as a subcontractor for another agency's agreement with the Commission. Include the following information:
 - a. Name and address of the agency or City of Newport News Department;
 - b. Services provided;
 - c. Dates of engagement;
 - d. Approximate annual budget;
 - e. Name and telephone number of contact person;
 - f. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.

D. Qualifications. Provide information that clearly demonstrates your organization is qualified and competent to provide the requested services:

1. Résumés for the key personnel to be involved in providing services to the Commission.

2. List any licenses, certifications, or education required to perform these services.
- E. Cost Proposal.** A detailed description of monthly, daily or hourly Rate to be charged for services required to meet this RFP's Scope of Services described herein for the single audit agreement with the option to renew for up to two (2) additional one-year terms.
- F. Insurance Certificates.** Each Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4.12 of this RFP.
- G. Exceptions to General Information for the Respondent.** For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Respondent", the section number of any requirement to which an exception is being taken and an explanation of their position.
- H. Certification.** Responses should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.
- I. An executed Offeror Disclosure of Prior Non-Responsibility Determinations** in the form attached hereto.
- J. An executed Affirmation of Understanding and Agreement of Permissible Contracts** in the form attached hereto.
- K. An executed Certifications Regarding Debarment and Procurement Policy** in the form attached hereto.
- L. An executed Non-Collusion Certificate** in the form attached hereto.

3.6 Method of Evaluation

Selected personnel from the Commission will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted responses to the RFP and make a selection of the individual/entity best able to provide these requested services. Responses to this RFP will be evaluated according to criteria in section XX.

3.7 Investigations

The Commission reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFP documents and the anticipated contract document. The Commission reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The Commission will

not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT

4.1 Reservation of Rights

The Commission reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the Commission. The responses submitted to this solicitation become the property of the Commission. If it is in its best interest to do so, the Commission reserves the right to:

- A. Make selections based solely on the Proposal or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the Commission as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent.

4.2 Contract Negotiation

Negotiations may be undertaken with those Respondents whose responses prove them to be qualified, responsible, and capable of fulfilling the requirements of this solicitation. The contract that may be entered into will be the most advantageous to the Commission, price and other factors considered. The Commission reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the Commission.

4.3 Acceptance of Respondents Content

The contents of the response may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award. The awarded respondent will be required to provide Commission with a *Word* version of its final proposal.

4.4 Prime Responsibilities

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the Commission shall approve all subcontractors and will

consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

For purposes of this document and for the contract, the term “Work” is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Respondent. The Commission and the Respondent intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Respondent to be a work made for hire. In submitting a response to this solicitation, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the Commission.

The Respondent and the Respondent’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the Commission. Any property or Work not specifically included in the Contract as property of the Respondent shall constitute property of the Commission.

In addition to compliance with the right to audit provisions of the contract, the Respondent must deliver to the Commission, no later than the twenty-four (24) hours after receipt of the Commission’s written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Respondent’s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the Commission, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the Commission.

The Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the Commission.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between the Commission and the Respondent selected.

4.7 News Release

News releases pertaining to this solicitation or the services to which it relates will not be made without prior approval by the Commission.

4.8 Notification of Respondent Selection

All Respondents who submit a response to this solicitation will be notified by the Coordinator of acceptance or rejection of their proposal.

4.9 Independent Price Determination

- A. By submission, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the response:
1. The costs and Proposals provided have been arrived at independently without consultation, communication, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
 2. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response to this solicitation for the purpose of restricting competition.
- B. Each person signing the response certifies that:
1. They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in its response and they have not participated and will not participate in any action contrary to A.1 and A.2 above; or
 2. They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in its response but that they have been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A.1 and A.2 above, and that as their agent, does hereby so certify; and that they have not participated, and will not participate in any action contrary to A.1 and A.2 above.
- C. A response will not be considered for award if the sense of the statements required have been altered so as to delete or modify A.1 and A.2 above.

4.10 Incurring Costs

The Commission is not liable for any costs incurred by Respondent prior to the effective date of the contract.

4.11 Material Submitted

All right, title and interest in the material submitted by the Respondent shall vest in the Commission upon submission of the Respondent's proposal to Peninsula Airport Commission without any obligation or liability by Peninsula Airport Commission to the

Respondent. Commission has the right to use any or all ideas presented by a Respondent.

Commission reserves the right to ownership, without limitation, of all responses submitted. However, because Commission could be required to disclose proposals under the Virginia FOIA, the Commission will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any information submitted.

4.12 Insurance Requirements

Each successful Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Attachment B of this RFP.

4.13 DBE Requirements

The Commission's goal is to increase the number of Disadvantaged Business Enterprises (DBE) in all possible areas of procurement. In furtherance of those efforts, Respondents should utilize best efforts in achieving the goals for DBE participation.

4.14 Respondent Certification

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the not to exceed Proposal price.

ATTACHMENT A

INSURANCE REQUIREMENTS

The successful Respondent shall procure and maintain at their own expense until final completion of the work covered by the Contract, Comprehensive General Liability Insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of Virginia, covering all operations under the Contract whether performed by the Respondent, or by their subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. The Respondent further agrees that all limits will be made available which are excess of the amounts below.

The successful Respondent shall furnish to the Commission a certificate or certificates of insurance in a form satisfactory proof of acceptable insurance coverage to the Airport's attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Commission. Such proof shall, unless otherwise required by the Commission, consist of certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. The Respondent shall notify the Commission immediately if the Respondent receives notification of non-renewal or cancellation. All certificates must comply with the provisions of Section 38.2-518 of the Code of Virginia, 1950, as amended. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

Coverage A: Statutory Limits for Virginia

Coverage B: Employer's Liability

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 per employee

A broad form of all endorsements should be attached.

B. GENERAL LIABILITY

Commercial General Liability including coverage for independent contractors on an occurrence basis as follows:

Combined Single Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations	\$1,000,000
Premises and Operations	\$1,000,000
Personal Injury	\$1,000,000

Owners' and Contractors' Protective Liability as follows:

Per Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000

The Peninsula Airport Commission shall be endorsed as an additional insured with respect to goods/services being procured, and the Additional Insured Endorsement page shall be included with the Certificate of Insurance.

D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Respondent with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate coverage.

E. COMMERCIAL AUTOMOBILE LIABILITY FOR OWNED, NON-OWNED, HIRED, LEASED AND RENTED VEHICLES

Combined Single Limits	\$1,000,000
Uninsured Motorist	\$1,000,000

The Respondent shall purchase and maintain during the life of the Contract such commercial automobile liability insurance including employer's non-ownership liability, hired car liability, leased car liability and rented car liability to protect him and any subcontractors performing work covered by the Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them. The Peninsula Airport Commission, its officers and employees shall be endorsed as 'additional insured' with the provision that this coverage "is primary to all other coverage the Peninsula Airport Commission may possess". The Certificate of Insurance evidencing the additional insured status must be presented to the Airport's attorney.

F. EXCESS LIABILITY

Respondents have the option of meeting the insurance requirements of A, B, C, D and E above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in A, B, C, D and E.

G. SELF INSURED RETENTIONS, DEDUCTIBLES AND AGGREGATE LIMITS

All self-insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by the Airport attorney.

H. "CLAIMS MADE" POLICIES

If the liability insurance purchased by the Respondent has been issued on a "claims made" basis, the Respondent must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same.

The Contractor must either:

1) Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment under the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Respondent's work under the contract, or

2) Purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

ATTACHMENT C

REQUIRED FORMS

THE FOLLOWING FORMS ARE REQUIRED SUBMISSION DOCUMENTS. FAILURE TO COMPLETE ANY OF THESE FORMS AND SUBMIT THEM WITH YOUR QUALIFICATIONS MAY RENDER THE APPLICANT NON-RESPONSIVE AND INELIGIBLE FOR SELECTION.

STATE CORPORATION COMMISSION (SCC) FORM
Virginia State Corporation Commission (“SCC”) Registration Information

The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number:
_____.

- OR -

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust?

- OR -

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location)

- OR -

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.

****NOTE**** Check this box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Peninsula Airport Commission reserves the right to determine in its sole discretion whether to allow such waiver).

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission.***

PENINSULA AIRPORT COMMISSION

900 Bland Blvd, Suite G, Newport News, VA 23602

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor _____, certifies the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission.***

PENINSULA AIRPORT COMMISSION

900 Bland Blvd, Suite G, Newport News, VA 23602

Certification Regarding Debarment, Suspension and Responsibility

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission.***

PENINSULA AIRPORT COMMISSION

900 Bland Blvd, Suite G, Newport News, VA 23602

Non-Collusion Certificate

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Respondent understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission.***