

**CAPITAL REGION AIRPORT COMMISSION
RICHMOND INTERNATIONAL AIRPORT**

DBE/ACDBE CONSULTING AND RELATED SERVICES

REQUEST FOR PROPOSALS#22-2413



ISSUE DATE: May 15, 2022

**DEADLINE FOR SUBMISSION OF PROPOSALS:
June 28, 2022, 3:00 PM LOCAL TIME**

This public body does not discriminate against faith-based organizations or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination.

REQUEST FOR PROPOSALS

DBE/ACDBE CONSULTING AND RELATED SERVICES

Issue Date: May 15, 2022

RFP #: 22-2413

Issuing Agency: Capital Region Airport Commission
1 Richard E. Byrd Terminal Drive, Suite C
Richmond International Airport, VA 23250

Final Questions Accepted by the Commission June 10, 2022 @ 4:00 PM

Proposals Submittal Deadline June 28, 2022 @ 3:00 PM

All Inquiries Should be Directed To: Phyllis Waddy Byrdsong,
Procurement Specialist
Phone: (804) 226-3060 Fax: (804) 652-2605
E-mail: procurement@flyrichmond.com

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REQUEST FOR PROPOSAL
for
DBE/ACDBE CONSULTING AND RELATED SERVICES

The Capital Region Airport Commission (the “Commission”), owner and operator of the Richmond International Airport (the “Airport”), requests proposals from experienced, qualified, and interested firms (hereinafter “Offerors”) to provide on-call DBE/ACDBE Consulting and Related Services pursuant to the terms and conditions hereinafter set forth in or referred to in this Request for Proposals (also referred to herein as “RFP”). The expected term of the resulting agreement (referred to in this RFP as the “Agreement” or “Contract”) will be one (1) year with four (4) one-year renewal options, at the sole discretion of the Commission.

This RFP is open to all Offerors who meet the qualifications and requirements as outlined below in this RFP. DBE/ACDBE Consulting and Related Services are non-exclusive.

The Commission reserves the right to reject any or all Proposals and also reserves the right to decline awarding an Agreement to any or all Offerors. The submission of a Proposal by any Offeror does not by implication or expression commit the Commission to enter into an agreement with that Offeror, or any other Offeror.

Richmond International Airport (RIC) is the gateway for Virginia's Capital Region and welcomes more than 3.5 million travelers a year. The Airport is served by passenger carriers Allegiant Air, American Airlines, Breeze Airways, Delta Air Lines, JetBlue Airways, Southwest Airlines, Spirit, United Airlines and their respective regional affiliates.

The Airport is also an important cargo facility for Central Virginia, with integrated package operators including Amazon, FedEx, UPS and DHL. Additionally, the Airport is the sponsor of Foreign Trade Zone #207 and is investing in significant infrastructure on its east side to support future aeronautical-industrial development on the former Virginia Air National Guard site.

While the Airport opened in October 1927, the Capital Region Airport Commission was created in 1975 as a political subdivision of the Commonwealth of Virginia by an Act of the Virginia General Assembly (the “Act”). On January 1, 1976, the Commission assumed ownership and control of the Airport from the City of Richmond. The Capital Region Airport Commission is an independent public authority where fourteen board members are appointed by local jurisdictions including the City of Richmond, and the counties of Chesterfield, Hanover, and Henrico.

A link to a PDF version of the Commission’s Rules and Regulations may be found on the home page of the Airport’s website at www.FlyRichmond.com.

I. PURPOSE AND GENERAL DESCRIPTION OF THE SERVICES REQUESTED

The Commission intends to grant to a qualified and responsible Offeror (“Company”) a contract for DBE/ACDBE Consulting and Related Services. Generally, the Company shall provide executive consulting services associated with goal setting, federal regulations, federally required plans

and reports, compliance and enforcement, and outreach and training. Additional services may be required to satisfy the requirements of the Commission's DBE and ACDBE Programs and supplier diversity initiatives.

II. CONTACT WITH CAPITAL REGION AIRPORT COMMISSION MEMBERS

All Offerors are hereby placed on notice that neither the Commission, nor its employees or agents shall be lobbied either individually or collectively regarding this RFP. Offerors, consultants and their agents are hereby advised that they are not to contact members of the Capital Region Airport Commission or staff members for such purposes as holding meetings of introduction, dinners, submission of information/literature not part the RFP response, etc., if they intend to submit, or have submitted a proposal.

ANY FIRM CONTACTING INDIVIDUALS MENTIONED HEREIN SHALL BE IN VIOLATION OF THIS WARNING AND SHALL BE DISQUALIFIED AUTOMATICALLY FROM FURTHER CONSIDERATION FOR THIS RFP.

III. QUESTIONS AND SUBMISSION

Questions regarding this solicitation must be submitted in writing no later than 4:00 p.m. on, June 10, 2022, to Phyllis Waddy Byrdson, Procurement Specialist for the Commission, via e-mail to procurement@flyrichmond.com or by fax to 804-652-2605. Any changes to the RFP will be by written addendum. Addenda, if any, will be published on the eVA website <http://www.eva.virginia.gov>.

Written Proposals will be received up to 3:00 P.M. on June 28, 2022. Proposals arriving after the specified deadline will be returned, unopened, to the sender. Proposals which are sent by facsimile or other electronic means will not be accepted.

Proposals received by the Commission may not be modified or amended by the Offeror by means of verbal discussion, telecommunications or written addendum prior to oral presentation. The Proposal may be withdrawn after delivery prior to the deadline for submitting proposals; however, it is the responsibility of the Offeror to re-submit the Proposal prior to the established deadline.

IV. SCOPE OF SERVICES

Provide technical knowledge, expertise, recommendations and assistance to the Commission concerning implementation of 49 CFR Part 26 and 49 CFR Part 23 (collectively "the Federal Regulations, including any changes thereto, as well as on its supplier diversity initiatives

Act as a liaison with the FAA, concessionaires and contractors concerning DBE and ACDBE matters

Assist with the execution of the Commission's monitoring and enforcement activities (e.g., compliance audits, on-site reviews)

Assist in reviewing proposals and contracts, including, but not limited to professional services and construction contracts, subcontracts, concession, and lease agreements, and proposed joint venture agreements to ensure DBE and ACDBE compliance as required by U.S. Department of Transportation (USDOT) regulations and the Commission's policies

Assist with preparation and reporting statistical data and other information as required by the Commission, FAA or USDOT (e.g., annual DBE and ACDBE participation achievements reports and submittal of such reports through the FAA Civil Rights Connect system, etc.)

As needed, assist with drafting language for public notices, solicitation documents, brochures, RIC's website, and other documents concerning the Commission's DBE and ACDBE programs and policies for supplier diversity

Advise and assist with planning, organizing and executing outreach activities, including written communications

Document and maintain all records of work performed regarding DBE and ACDBE programs and for each specific contract (e.g. compliance reviews and reports). All such records must be turned over to the Commission and meet requirements of FAA auditors.

Assist in the preparation of letters, documents, and other assigned services in response to requests from the FAA or USDOT, on an as needed basis.

Develop RIC's Triennial DBE overall goal in accordance with 49 CFR Part 26 requirements and USDOT Tips for Goal-Setting guidance, including, but not limited to, obtaining comparative data from other similar projects, interaction with Regional FAA Civil Rights Offices, and conducting a stakeholder/public participation meeting. **(NOTE: RIC'S next triennial DBE goal for Federal Fiscal Years 2024-2026 is not due until October 1, 2023.)**

Develop RIC's Triennial ACDBE overall goals in accordance with 49 CFR Part 23 requirements and USDOT Tips for Goal-Setting guidance including, but not limited to, obtaining comparative data from other similar concession contracts, interaction with Regional FAA Civil Rights Offices, and conducting a stakeholder/public participation meeting. **(NOTE: RIC'S next triennial ACDBE goal for Federal Fiscal Years 2025-2027 is not due until October 1, 2025.)**

Review and update RIC's existing DBE and ACDBE programs to ensure compliance with 49 CFR Part 26 and 49 CFR Part 23 (collectively "the Federal Regulations").

DBE/ACDBE Consulting and Related Services

V. MANDATORY OFFEROR REQUIREMENTS

Offerors must meet the following mandatory requirements to be considered for the award of the contract. Offerors will address each mandatory requirement specifically in their Proposal. In order for the Commission to consider the qualifications of Offerors for this RFP, each Offeror must provide written documentation that it meets the following Mandatory Minimum Qualifications:

- A. Offeror shall have a minimum of ten (10) years primary experience in providing DBE/ACDBE Consulting and Related Services similar to those described herein.
- B. Offeror shall meet all required Proposal, Preparation, and Submission requirements detailed in Section IX.

- C. Offeror shall designate one Project Manager for Commission projects.

VI. EVALUATION CRITERIA

In considering the responsibility of Offerors, the Commission will examine each timely received proposal against the factors listed below and corresponding maximum available points. Offerors must address each factor specifically in their Proposal. The Commission reserves the right to reject any and all Proposals, in whole or in part, and to waive any minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Offeror.

- A. Experience. The Offeror's ability to meet the experience requirements, including past experience providing the types of services referenced in "Section IV: Scope of Services" above and experience with commercial service airport working environment, will be evaluated. A listing that describes similar services provided to airports and/or other entities in the last five (5) years should be included with the proposal (Maximum 35 points).
- B. Methodology and Approach to Providing Services. (Maximum 15 points).
- C. Staffing. The Airport will consider the Offeror's plan to provide necessary staffing and the experience of the individual team members proposed to provide the Scope of Services. (Maximum 20 points).
- D. Cost of Services (Maximum 15 points).
- E. References (Maximum 15 points).

As part of this solicitation, Offeror references are considered important. As such, the Commission will contact and evaluate the responses it receives from each reference provided in response to this solicitation. To the extent the required reference information is received, contact with proposed references cannot be made, or the proposed references indicate a lack of knowledge or awareness of Offeror, the same will be negatively reflected in the Commission's evaluation and award of points for this factor. Therefore, prior to proposing references, Offerors are encouraged to contact those individuals or entities being proposed as references in order to ensure that: (i) their contact information is current and correct; (ii) they are knowledgeable and aware of the issues for which they are being proposed as references; and (iii) they are ready, willing, able and permitted to provide the reference information being sought.

VII. PROPOSAL EVALUATION AND ORAL INTERVIEWS

The President & CEO, or his designee, will appoint an Evaluation Committee to review all Proposals. The Evaluation Committee will consider all relevant materials and information in making its selection. The Evaluation Committee will select and recommend the Offeror that it determines, in its sole discretion, is best able to provide the Scope of Services.

At the Commission's option, it may select one or more Offerors to participate in an oral interview to present its Proposal and to respond in detail to any questions posed by the Evaluation Committee. As

part of the evaluation process, the Evaluation Committee may engage in discussions with any Offeror to determine in greater detail the Offeror's qualifications and to learn about the Offeror's proposed method of performance to facilitate arriving at an agreement that will be satisfactory to the Commission. The oral presentation will provide an opportunity for the Offeror to clarify or elaborate on its proposal. This is a fact finding and explanation session only and will not include negotiation.

The Commission will schedule the time and location of these presentations and notify candidates selected for the oral interview of their individual interview appointment times and location.

Should an Offeror receive a request for an oral presentation, the evaluation criteria relative to the oral presentation will be detailed in a written notice of the request.

Offerors are cautioned, however, that oral presentations are at the sole discretion of the Commission, and the Commission is not obligated to request, require or conduct such interviews. Accordingly, Offerors should submit proposals that are as comprehensive as possible yet concise and to the point, clearly describing the details of services that the Offeror intends to provide to the Commission and responding to the requirements of this RFP. This RFP does not commit the Commission to pay costs or expenses of any kind incurred by the various Offerors during proposal preparation, submittal or presentations, if any. Responses to this RFP are neither required nor encouraged to prepare speculative creative examples.

After the review and rating of proposal(s) by the Evaluation Committee, scores will be totaled and ranked. Offerors will be ranked in descending order of numerical predominance.

VIII. SUPPLIER DIVERSITY POLICY

It is the Commission's policy to promote, facilitate and aggressively seek the participation of small, local, disadvantaged, minority and woman-owned businesses (collectively "diverse businesses") in all Commission contracts and procurements at Richmond International Airport through all lawful means, and to ensure nondiscrimination in the award and administration of its contracts. To accomplish this policy objective, the Commission strongly urges each Offeror to make good faith efforts to utilize diverse businesses in the performance and undertaking of Commission contracts even when there are no numerical participation goals. The Commission will also ensure that such companies have the fullest and maximum opportunity to receive, compete for and participate in its contracting opportunities. The Commission's goal is to promote regional economic development and contracting opportunities through the maximum utilization of diverse businesses through its acquisition of goods and services.

Certification information and current directories of MBE, WBE, SBE and DBE certified firms are available online at: <https://www.sbsd.virginia.gov/certification/> and <https://www.sbsd.virginia.gov/directory/>.

A. Good Faith Efforts

Good Faith Efforts means the following types of actions which the Commission considers that by their scope, intensity and appropriateness to the objective, can reasonably be expected to achieve diverse business participation in the performance of its contracts:

1. Attending pre-proposal meetings that are scheduled by the Commission.
2. Advertising in general circulation, trade association, and minority- and women-oriented media concerning this contract opportunity.
3. Negotiating in good faith with interested businesses. Evidence of such negotiation includes the names, addresses, and telephone numbers of diverse businesses that were considered; a description of the information provided to them regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for such firms to perform the work.
4. Not rejecting diverse businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities.
5. Effectively using the services of available community organizations; contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.
6. Identifying business opportunities in the contract of a size that diverse businesses can reasonably perform or provide, rather than self-performing all the work involved or supplying all the goods and services in support of the contract.

The Commission strongly encourages each bidder/proposer to complete and return with its bid the Good Faith Efforts Documentation Form (Attachment G) concerning the voluntary good faith efforts they made to seek diverse businesses to participate in this contract opportunity. Efforts that are merely *pro forma* are not considered good faith efforts, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to obtain diverse business participation. For example, advertising or bulk mailings, alone or together, are considered *pro forma* unless followed up with telephone calls and/or correspondence consistent with normal business practice.

IX. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Requirements:

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted in a sealed package. A complete proposal package should not exceed 25 pages (attachments will not be counted in the page limit specified above). Proposals should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Offerors are to submit written proposals that present the Offeror's qualifications, expertise and understanding of the services to be performed under this RFP. Offerors are asked to address each requirement and evaluation criteria and to be specific in presenting their

qualifications. Proposals should be as thorough and detailed as possible so that the Commission may properly evaluate an Offeror's capabilities to provide the required services. Offerors are encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed undertaking, and on the qualifications and performance data of MBE/WBE firms proposed to participate in the proposed undertaking.

Proposals must be signed by an authorized representative of the Offeror. The signed proposal should be returned in a package, sealed and identified with the RFP number and title as shown on the front page of the Request for Proposals.

Failure to submit all information requested may result in the Commission requiring prompt submission of missing information and/or the Evaluation Team giving a lowered evaluation of the proposal. **An explanation describing how you will accomplish each requirement must be included in your proposal. The phrase "fully comply" without an explanation is unacceptable. If a requirement is not being provided, state "Not Provided"**. Proposals which are substantially incomplete or lack key information may be rejected by the Commission. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

B. Specific Requirements. Proposals should be organized as follows, addressing the specific matters noted:

Tab A -- Responsible Party

1. Include the name and address of the Offeror, the name and the phone number of the individual or individuals responsible for the Proposal who may be contacted in the event of questions or notification, and the location of the office, if other than that shown, at which the services to be provided hereunder will be performed.

Tab B -- Offeror Information, Personnel, Personnel Experience, Resumes

1. Provide a brief history of the Offeror including its size, number of employees, and its experience and commitment to providing services for commercial service airports.
2. State the number of years of experience the Offeror's principals have been providing DBE/ACDBE Consulting and Related Services.

Tab C -- Offeror's Qualifications and Experience

1. Provide a description of the Offeror's overall qualifications and experience that qualifies it to perform all of the items in the Scope of Services set forth above and as to the Mandatory Offeror Requirements in Section V. Furnish indicator(s) of the Offeror's volume of business, such as the dollar amount of DBE/ACDBE Consulting and Related Services for commercial service airports.
2. Provide a written narrative specifically outlining the Offeror's experience in providing DBE/ACDBE Consulting and Related Services for at least ten (10) years for commercial service airports. For each organization listed, include:

- a. Name of entity.

- b. Name(s) of staff members that worked directly with Offeror's firm and phone numbers at which they can be reached.
 - c. Dates Offeror performed strategic communication services for each entity.
3. If not included in (2) preceding, provide a list of all of the Offeror's clients comparable to the Commission.
4. Provide any litigation or administrative proceedings or investigations in which the Offeror was a party to in any manner related to the Offeror's professional activities during the five (5) years prior to the date of this RFP. Providing information regarding any pending litigation, investigations or proceedings related to the professional activities of Offeror addressed by a state or federal agency or court of law.

Tab D – Operations

1. Describe how the Offeror plans to provide DBE/ACDBE Consulting and Related Services as set forth above under Scope of Services.
2. Describe the Offeror's plan to provide effective and timely customer service.

Tab E -- Financial Statements

1. Provide a copy of the Offeror's most recent audited financial statements.

Tab F – Diverse Business Participation

1. Offeror List. All bidders/proposers must submit with their proposals a completed Offeror List Form (Attachment D) that provides all information required for all firms that quoted to you on potential subcontracts and supplies for this contract.
2. Letter of Intent: All bidder/proposers must submit with their proposals a completed Letter of Intent (Attachment E) that provides all information required for each firm intended to be utilized in the contract.

Please note: The successful bidder/proposer will be required to: (1) enter into a contract with the businesses submitted in the Letter of Intent with their proposals; and (2) provide a copy of each subcontract it executes with these firms upon execution of a contract between the successful bidder/proposer and the Commission.

3. Contract Participation Form. All bidders/proposers must submit a completed Contract Participation Form (Attachment H) that provides all information required for all firms participating in the contract.

Tab G – Fees

1. List the Offeror's hourly rates by job function, and any proposed increases during the term of the Agreement and the frequency thereof.
2. Describe billing methodology including markups for:
 - a. Authorized expenses incurred by the Offeror on the Commission's behalf, such as courier and delivery services, equipment rental, and travel.
3. Provide any other additional costs that may be applicable throughout the duration of the agreement, along with relevant payment terms (frequency of billing, etc.).

X. EVALUATION, SELECTION AND AWARD

Following the receipt of proposals, the Commission will evaluate and rank them on the basis of the evaluation criteria set forth in this RFP. The Commission may engage in individual discussions with two or more Offerors deemed qualified, responsible, and suitable on the basis of initial responses and with emphasis on the evaluation factors set forth in this RFP, to provide the required services. Repetitive informal interviews shall be permissible. Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to this solicitation, as well as alternate concepts. At the discussion stage, the Commission may discuss non-binding estimates of total project costs. Proprietary information from competing offers shall not be disclosed to the public or to competitors.

At the conclusion of discussions outlined in the paragraph above, on the basis of the evaluation factors set forth in this RFP, and all information developed in the selection process to this point, the Commission shall select, in the order of ranked preference, two or more Offerors. Negotiations shall then be conducted, beginning with the Offeror ranked first. Price shall be considered, but need not be the sole or primary determining factor. Offerors shall state any exception to any liability provisions contained in the RFP in writing at the beginning of negotiations, and such exceptions shall be considered. If a satisfactory and advantageous contract to the Commission can be negotiated that provides the best value to the Commission, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated. Notwithstanding the foregoing, the Commission in its sole discretion, may award contracts under this procurement to more than one Offeror, primarily based on focus areas of DBE/ACDBE Consulting and Related Services. Should the Commission determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. Offerors whose proposals are not accepted will be notified as soon as the Commission approves the selected contractor or contractors.

The Commission intends to select one or more Offerors whose terms will be most advantageous to the Commission based upon the criteria set forth in this Request for Proposals. The Commission, however, specifically reserves the right in its sole discretion to:

- a. reject any and all responses received, to waive any irregularity or informality and to select, negotiate and accept the Proposal if it is deemed to be in the best interest of the Commission;
- b. request additional information from any and all Offerors to assist it in its evaluation process,
- c. negotiate the terms and conditions of any contract with the selected Offeror, and, in its sole discretion, award contracts to more than one Offeror, and
- d. cancel this RFP at any time prior to an award, and is not required to furnish a reason why a particular proposal was not deemed the most advantageous

Offerors may be notified in writing of the Commission's decision to award a contract resulting from this RFP. In addition, public notice of award will be made by publication on the eVA website at <http://www.eva.virginia.gov> and on the Commission's public notice boards located on the ground floor of the terminal building near the chapel and on the 2nd floor near the business center, 1 Richard E. Byrd Terminal Drive, Richmond International Airport, VA.

XI. DEADLINE FOR SUBMISSION OF PROPOSALS

The deadline for submission of proposals is, June 28, 2022 @ 3:00 PM. Any proposals received after the specified deadline will be returned to sender unopened. All Offerors interested in performing the services described in this RFP shall furnish sufficient technical, supervisory, and administrative services to insure expeditious prosecution of the work and shall submit in a sealed, opaque envelope one (1) original, so marked, and four (4) copies of their complete Proposal package, and any supplementary company materials.

Delivery address:

Via Professional Courier (i.e. FedEx, UPS, Airborne, etc.) U.S. Mail or hand delivery:

Capital Region Airport Commission
Attn: Phyllis Waddy Byrdsong, Procurement Specialist
1 Richard E. Byrd Terminal Drive, Suite C
Richmond International Airport, VA 23250-2400

XII. ADDENDA

The Commission reserves the right to modify, change, amend or withdraw this RFP. Any such change to this RFP shall be made in writing. The Commission will notify all known respondents of amendments by issuance of an addendum, and will, if necessary, adjust the due date of the proposal. An Addenda Acknowledgement Form (Attachment B) has been provided; include this form when submitting your response package, sign and date.

XIII. GENERAL TERMS AND CONDITIONS

1. Applicable Laws and Courts: Any contract resulting from this Request for Proposals shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of the County of Henrico. The contractor shall comply with all applicable Federal, State and local laws and regulations, including rules and regulations of the Commission.
2. Announcement Of Award: Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, the Commission will publicly post notice of award on the eVA website at <http://www.eva.virginia.gov> and by posting on the public notice boards located on the ground floor of the terminal building near the chapel and on the 2nd floor near the business center, 1 Richard E. Byrd Terminal Drive, Richmond International Airport, VA.
3. Antitrust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Capital Region Airport Commission all rights, title and interest in and to all causes of the action may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Capital Region Airport Commission under the contract.
4. Assignment of Contract: The contract shall not be assignable, in whole or in part, without the written consent of the Commission, in its sole discretion. No contract shall result from the submission of any proposal and no liability shall accrue to the Capital Region Airport Commission with respect thereto until a written contract or purchase order and accompanying documents have been fully and completely executed on the part of the contractor and the Commission, incorporating the terms hereof.
5. Anti-Discrimination: By signing the Contract, the contractor certifies to the Commission that it, as contractor for the services described in the RFP and the Contract, will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended where applicable, and Sec. 2.2-4310 and Sec.2.2-4311 of the VPPA which provides that:

In every contract over \$10,000, the contractor agrees to the provisions in (A) and (B) below:

- A. During the performance of this contract, the contractor agrees as follows:
 - i. 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.
 - ii. 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.

- iii. 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.
- B. 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.
6. Cancellation of Contract: The Commission reserves the right to cancel and terminate any resulting contract, whole or in part, without penalty upon thirty (30) calendar day's written notice to the contractor. In the event of an emergency or temporary Airport closing, the Commission may opt to cancel or suspend services without penalty; prior written notice under these circumstances shall be waived. Any contract cancellation notice shall not relieve the contractor of the obligation to provide services on all outstanding orders issued prior to the effective date of cancellation.
 7. Clarification of Terms: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the Commission by the Final Questions deadline. Any revisions to the solicitation will be made only by addendum issued by the buyer.
 8. Default: In case of the contractor's failure to perform the services required by the Commission in accordance with the contract terms and conditions, the Commission, after written notice, may procure the services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies the Commission may have.
 9. Debarment Status: By submitting a Proposal, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting an RFP on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
 10. Non-discrimination: The Commission, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 241, 42 U.S.C., hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
 11. Equal Opportunity: The Commission, in the solicitation or awarding of contracts, shall not discriminate against a contractor because of the race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. The proposed contract is under and subject to the Executive Order 11246 dated September 24, 1965, and to the Equal Opportunity Clause.

The Offeror agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or

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

12. Ethics in Public Contracting: By submitting a RFP, all Offerors certify that their responses are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, contractor or subcontractor in connection with their RFP submission, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
13. Indemnification of the Commission: The contractor shall defend, indemnify and hold harmless the Commission, its Commissioners, officers, agents, employees and representatives from any and all claims, demands, suits, actions or judgment, including attorney fees, for damage to property and injury to persons (including death) alleged or claimed to have been caused whole or in part by or through the performance by the contractor, or the condition of the site, or by reason of any actions or activities of the contractor on the Commission's property whether or not such damage is caused by a party indemnified hereunder. In any and all claims against the Commission or against any of its Commissioners, officers, agents or employees by the contractor or any employee of the contractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this section shall not be restricted by any limitation on the amount or type of damage, compensation or benefits payable by or for the contractor under Workers' Compensation Acts, disability acts or other employee benefit acts.
14. Immigration Reform and Control Act of 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the *Federal Immigration Reform and Control Act of 1986*.
15. Insurance Requirements: The contractor must maintain, as a minimum, the following insurance policies at the time the work commences and maintain those or greater coverage during the entire term of the contract. The contractor shall purchase and maintain at all times such insurance as will protect it and the Commission (as additional Insured, except for Workers' Compensation) from claims resulting from the contractor's operations under the Contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by any of the subcontractors, or by anyone for whose acts any of them may be liable:
 - Workers' Compensation in statutory amounts
 - Commercial General Liability in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate

Certificates of Insurance acceptable to the Commission shall be filed with the Commission prior to commencement of any services as outlined in this Request for Proposals and kept current thereafter. These Certificates shall contain a provision that coverage afforded under

the policies will not be canceled or terminated without at least thirty (30) days prior written notice to the Commission.

16. Qualifications of Offerors: Offerors will be judged on their ability to provide services to efficiently and effectively perform the requested tasks in a timely manner. As defined in Section 2.2-4301 of the Virginia Public Procurement Act, a responsible means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. The Commission may make such reasonable investigations as deemed proper and necessary, including consultation with listed references, to determine the ability of the offeror to perform fully the contract requirements and the offeror shall furnish to the Commission all such information and data for this purpose as may be requested. The Commission reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commission further reserves the right to reject any offeror as not responsible if the evidence submitted by, or investigations of, such offeror fail to satisfy the Commission that such offeror has the capability to perform fully the contract requirements, in all respects, and to complete the work contemplated here.

17. Drug Free Workplace: The offeror agrees to (a) provide a drug-free workplace for its employees; (b) 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 offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror maintains a drug-free workplace; and (d) 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. A "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 the Virginia Public Procurement Act, the employees of who 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.

18. Contractor's Authorization To Transact Business: In accordance with § 2.2-4311.2 of the Code of Virginia, any offeror 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 of the Code of Virginia, or as otherwise required by law. Any offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its proposal statement describing why the offeror is not required to be so authorized. Failure to provide the required information may result in the rejection of the Proposal.

19. Precedence of Terms: All Special Terms and Conditions contained in this RFP that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions.

XIV. SPECIAL TERMS AND CONDITIONS

1. Familiarity of Job Requirements: The Offeror's signature on the solicitation response constitutes certification that the Offeror is familiar with the job requirements, site, and security requirements and is aware of the conditions under which the work must be accomplished. The Commission will not consider any vendor claims, as a result of the unknown conditions.
2. Tax Exemption Status: The Commission does not pay Sales and Use Tax on direct purchases of tangible, personal property for use or consumption by a political subdivision of the Commonwealth of Virginia. The tax exemption number is provided on the Commission's official purchase order.
3. Changes in the Contract: Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the Commission and the Consultant provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing and executed by authorized agents of the Commission and the Consultant prior to the enactment of such modifications.
4. Renewal of Contract: This contract may be renewed by the Commission for a period of four (4) successive one year periods under the terms and conditions of the original contract. Written notice of the Commission's intention to renew should be provided approximately 90 days prior to the expiration date of each contract period.
5. Subcontractors: No portion of the work shall be subcontracted without prior written consent of the Commission. If Commission approval is consented, the contractor shall, however, remain fully liable and responsible for the work to be done by its Subcontractor(s) and shall assure compliance with all requirements of the contract.
6. Payment Terms: Payment shall be made upon invoice after completion and acceptance of work. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment within thirty (30) days after invoice. Invoices shall be submitted to:

Capital Region Airport Commission
Attention: Finance Department
1 Richard E. Byrd Terminal Drive
Richmond International Airport, Virginia 23250-2400

The notice-to-proceed (NTP) date shall be referenced on all correspondence and all invoices from the successful Offeror. The successful Offeror will be paid on the basis of monthly invoices submitted.

VENDOR NOTE: The Commission does not pay Sales and Use Tax on direct purchases of tangible, personal property for use or consumption by a political subdivision of the Commonwealth of Virginia. The tax exemption number is provided on the Commission's official purchase order.

7. Proposal Acceptance: Any Proposal may be withdrawn prior to the stated deadline for submission. No Proposal may be withdrawn after the scheduled closing time for receipt of Proposals for a period of ninety (90) days. In case of error, the respondent may withdraw the proposal response within two (2) business days after the deadline for submissions as provided in the Virginia Public Procurement Act, Section 2-2-4330.
8. Offeror Contact: Offeror shall provide telephone number, facsimile (fax) number and e-mail address of a person, employed by the Offeror, who may be contacted regarding this proposal.
 - Name of Contact:**
 - Telephone Number:**
 - Facsimile Number:**
 - E-Mail Address:**
9. Identification and Delivery of Proposal Envelope: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a sealed envelope or package and identified as follows:
 - Name of Offeror
 - Street or Box Number
 - City, State, Zip Code
 - RFP # and Title
 - Due Date and Time

The envelope should be addressed as directed herein. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

It is the Offeror's responsibility to ensure the delivery of their proposal to the appropriate place and at the appropriate time.

10. Proprietary Information: Section 2.2-4342 of the Virginia Public Procurement Act states: Trade secrets or proprietary information submitted by a proposer, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials

to be protected and specify the reason why protection is necessary. Not all pages can be marked proprietary. Failure to clearly mark the data or other materials as a trade secret or proprietary data may result in the data or other materials being released to bidder, offeror or public as provided in the Virginia Freedom of Information Act.

11. Ownership of Deliverables and Related Products: The Commission shall have all rights, title, and interest in or to all specified or unspecified interim and Final Products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the performance of any resulting Agreement, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Offeror, from doing so. To the extent that the Offeror may be deemed at any time to have any of the foregoing rights, each Offeror, by submitting a proposal and each successful Offeror, by entering into a Contract, agrees to irrevocably assign and does hereby irrevocably assign all such rights to the Commission. In addition, upon request of the Commission, a successful Offeror shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commission to evidence the Commission's sole ownership of specifically identified intellectual property or Final Product created or developed in the performance of the Agreement.

The term "Final Product" shall mean the final version of the work product that the Offeror has agreed to provide to the Commission under the Agreement, including any project or task order thereunder.

The Offeror is expressly prohibited by the terms of the Agreement from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Agreement.

This shall not preclude the Offeror from submitting proposals which may include innovative ownership approaches in the best interest of the Commission.

Work performed on behalf of the Commission by independent contractors, such as art, illustrations or photography, without written conveyance of ownership to the Commission, shall remain the property of the artist or contractor in accordance with copyright laws.

All Final Products, deliverables and related products shall be delivered to the Commission's custody upon completion of work or upon the Commission's request and, in any event, no later than sixty (60) days after termination of this Agreement. Each Offeror covenants and agrees that no such material shall be released or disclosed by the Offeror to any other person without the prior written approval of the Commission.

12. Confidentiality: The successful Offeror shall not disclose any confidential information about the Commission, the Airport, or its prospects, used in their marketing or operations, nor shall the successful Offeror use such information in any way, directly or indirectly, except in the performance of any resulting Agreement.

13. Trademark and Message Liability: The term “Trademark” shall mean any word, name, symbol or device, or any combination thereof, or any other indicia of origin, used to help consumers identify and distinguish a product or services from a competitor’s products or services. Offeror bears the responsibility to advise the Commission if it has knowledge that the Final Product it has produced contains a Trademark owned by third parties, in which event the parties will then determine jointly which party will obtain permission to use such items. If the Offeror has knowledge of the existence of any such item in its Final Product, it shall not use such Final Product until the parties have conferred to ascertain that necessary releases, consents and/or permissions have been received. The party which has undertaken responsibility to obtain such release, consent and/or permission shall be liable for use of the Final Product without such release, consent and/or permission. Except for those trademarks to which Offeror has undertaken responsibility to obtain a release, consent and/or permission, to the extent allowed by law, the Commission shall reimburse Offeror for its reasonable direct costs included as a result of the Commission’s use of any such trademarks, unless attributable to the Offeror’s negligence or willful misconduct.
14. Federal or State Grant Funds. To the extent that work or services under any project or task order involves federal or state funds, the project or task order for such work or services may be modified to contain relevant federal or state requirements in connection therewith.

The issuance of the Request for Proposals constitutes only an invitation to submit proposals. The Commission reserves the right to determine, in its sole discretion, whether any aspect of the proposals satisfactorily meets the criteria established in the Request for Proposals, the right to seek additional information and/or clarification from any Offeror(s), the right to negotiate with any Offeror(s) submitting a response, and the right to reject any or all responses with or without cause. In the event that the Request for Proposals is withdrawn by the Commission for any reason, including but not limited to the failure to occur of any of those things or events set forth herein, the Commission shall have no liability to an Offeror for any costs or expenses incurred in connection with this Request for Proposals or otherwise.

ATTACHMENT A

REFERENCE FORM

Indicate below a listing of at least five (5) recent references for which you have provided this type of service for commercial service airports. Include the date of service and the name, address and phone number of the person the Airport may contact.

1. Entity Name: _____
Address: _____
Telephone Number: _____
Contact Name: _____
Title: _____
Term of Contract: _____

2. Entity Name: _____
Address: _____
Telephone Number: _____
Contact Name: _____
Title: _____
Term of Contract: _____

3. Entity Name: _____
Address: _____
Telephone Number: _____
Contact Name: _____
Title: _____
Term of Contract: _____

4. Entity Name: _____
Address: _____
Telephone Number: _____
Contact Name: _____
Title: _____
Term of Contract: _____

5. Entity Name: _____
Address: _____
Telephone Number: _____
Contact Name: _____
Title: _____
Term of Contract: _____

ATTACHMENT B

ADDENDA ACKNOWLEDGEMENT FORM

The information contained in all Addenda issued shall become part of the Request for Proposals and, to the extent specified, shall amend and supersede the similar information in the original Request for Proposals document. All other terms, provisions and conditions of the RFP shall remain unchanged.

This Addenda Acknowledgement Form must be signed, dated and returned with the Proposal submission submitted by your firm.

Date Received

Addendum # _____

Addendum # _____

Addendum # _____

Authorized Representative Name (Printed)

Authorized Representative Signature

Date

ATTACHMENT C

OFFEROR INFORMATION:

Offerors shall provide the following information:

A. AFFIRMATIVE ACTION: It is the policy of the Commission to pursue an aggressive contract compliance program that will ensure that all business entities contracting with the Commission will maintain nondiscriminatory hiring and employment practices for all persons without regard to race, color, religious creed, ancestry, national origin, sex, age or handicap. The Commission will award this contract on the combination of price and quality. In no instance shall the Commission discriminate against an individual bidder on the basis of race, color, religious creed, national origin, ancestry, sex or age. All bidders must certify that they are and will continue to be in compliance with the nondiscrimination requirements in **Section XIII, General Terms and Conditions, Anti-Discrimination section.**

B. TYPE OF ORGANIZATION: Bidder operates as a(n) () Individual Proprietorship, () State or Local Agency, () Partnership, () Limited Liability Partnership, () Association, () Joint Venture, () Educational Institution, () Nonprofit Organization, () Limited Liability Corporation, () Corporation organized and existing under the laws of the State of _____, authorized to conduct in Virginia the business provided for in any resulting contract, including the Agreement.

C. MINORITY-OWNED BUSINESS ENTERPRISE: Offeror () is, () is not a minority-owned business enterprise (MBE). For purposes of this procurement, a minority business enterprise means a for-profit small business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. A Minority-owned Business must be certified as such by the Virginia Department of Small Business and Supplier Diversity.

D. WOMAN-OWNED BUSINESS ENTERPRISE: Offeror () is, () is not a woman business enterprise (WBE). For the purpose of this procurement, a woman-owned business means a for-profit small business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women. A Woman-owned Business must be certified as such by the Virginia Department of Small Business and Supplier Diversity.

E. DISADVANTAGED BUSINESS ENTERPRISE: Offeror () is, () is not a disadvantaged business enterprise (DBE). For the purpose of this procurement, a Disadvantaged Business Enterprise means a for-profit small business that is: 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and (3) certified in accordance with the certification standards of 49 CFR Part 26 by either the Virginia Department of Small Business and Supplier Diversity or the Metropolitan Washington Airports Authority.

F. SMALL BUSINESS: Offeror () is, () is not a small business. For the purpose of this procurement, a small business means an independently owned and operated small business enterprise (SBE) which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. A small business must be certified as such by the Virginia Department of Small Business and Supplier Diversity.

ATTACHMENT F
FORM OF CONTRACT

CONTRACT NUMBER: _____

TITLE: DBE/ACDBE Consulting and Related Services

INITIAL TERM OF CONTRACT:..... _____ - _____

ISSUED BY:..... **Capital Region Airport Commission**
1 Richard E. Byrd Terminal Drive
Richmond International Airport, Virginia 23250

CONTRACTOR _____

PURPOSE: To provide DBE/ACDBE Consulting and Related Services to the Commission on an on-call basis.

INVOICE ADDRESS..... **Capital Region Airport Commission**
Attention: Finance Department
1 Richard E. Byrd Terminal Drive
Richmond International Airport, Virginia 23250

THIS CONTRACT, made this ____ day of _____, between the Capital Region Airport Commission (“Commission”), a political subdivision of the Commonwealth of Virginia, and _____ (“Contractor”), a [Virginia] [corporation] [limited liability company] (the “Contractor”), with its principal business office at _____;

WHEREAS, the Commission issued its Request for Proposals in (the “RFP”), for the provision of certain DBE/ACDBE Consulting and Related Services, as more particularly described in the RFP;

WHEREAS, the Contractor has submitted its proposal (the “Contractor’s Proposal”) in response thereto; and

WHEREAS, the Commission has determined that the Contractor’s Proposal best serves the Commission’s interests;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Commission and the Contractor hereby agree as follows:

1. The Contractor shall provide DBE/ACDBE Consulting and Related Services pursuant to the terms and conditions of this Contract. In connection therewith, the Contractor shall perform the services and furnish materials, equipment, teams and labor necessary to undertake and perform same, in the manner and to the full extent as set forth in the Contract Documents (as defined herein) and other documents related thereto which are on file at the office of the Commission, and to the satisfaction of the Commission.

2. This Contract includes:

- a. this executed Contract document;
- b. the Commission’s RFP (which shall be attached as Exhibit A hereto and which is hereby incorporated by reference into this Contract as fully as if set forth below, along with all contracts, instruments, references and other matters referred to or incorporated in the RFP); and
- c. the Contractor’s Proposal (which shall be attached as Exhibit B hereto and which is hereby incorporated by reference into this Contract as fully as if set forth below).

The foregoing are collectively referred to as the “Contract Documents.”

3. In the event of a conflict among the terms of the Contract Documents, the order of prevailing precedence (a – highest order to c – lowest order of precedence) among the Contract Documents shall be as follows:

- a. This Contract;
- b. The RFP; and
- c. The Contractor’s Proposal dated _____, 2022.

4. This Agreement is executed and shall commence as of _____, with an initial term of one (1) year with four (4) one-year renewal options, at the sole discretion of the Commission, subject to earlier termination as provided in the Contract Documents. Any decision to renew shall be made at a reasonable time (approximately 90 days) prior to the expiration date. Unless otherwise notified in writing, continuation of the Contract beyond the initial period is at the Commission’s sole discretion and not a right of the Contractor and will be exercised only when such continuation is determined to be in the best interest of the Commission.

5. RESERVED FOR TERMS TO BE SPECIFICALLY PROVIDED FOLLOWING COMPLETION OF PROCUREMENT PROCESS.

6. The Commission and the Contractor agree to the following compensation during the term of the contract for the provision of DBE/ACDBE Consulting and Related Services:

*[TO BE COMPLETED FOLLOWING COMPLETION OF PROCUREMENT
PROCESS]*

7. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment within thirty (30) days after invoice. Invoices shall be submitted to:

Capital Region Airport Commission
Attention: Finance Department
1 Richard E. Byrd Terminal Drive
Richmond International Airport, Virginia 23250-2400

8. Contractor shall not subcontract, transfer, nor delegate its duties under this Agreement without the prior written consent of the Commission, which consent may be withheld in the Commission's sole discretion.

During the term of this contract, the Contractor shall abide by the current safety standards and requirements of the Commission, as well as any future safety standards and requirements adopted.

Contractor shall be required to obtain all applicable permits if necessary, to perform the services required in this Agreement. All services performed shall remain in strict compliance with all governing laws, regulations and shall meet or exceed acceptable industry standard.

9. The Contractor shall also carry general liability coverage in amounts reasonable satisfactorily to the Commission as follows:

The Contractor must maintain, as a minimum, the following insurance policies at the time the work commences and maintain those or greater coverage during the entire term of the contract. The Contractor shall purchase and maintain at all times such insurance as will protect it and the Commission (as additional Insured, except for Workers' Compensation) from claims resulting from the Contractor's operations under the Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of the Subcontractors, or by anyone for whose acts any of them may be liable:

- Workers' Compensation in statutory amounts
- Commercial General Liability in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate
- Automobile Liability in an amount not less than \$1,000,000 per occurrence

Certificates of Insurance acceptable to the Commission shall be filed with the Commission prior to commencement of any services and kept current thereafter. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or terminated without at least thirty (30) days prior written notice to the Commission.

The Contractor shall defend, indemnify and hold harmless the Commission, its Commissioners, officers, agents, employees and representatives from any and all claims, demands, suits, actions or judgment, including attorney fees, for damage to property and/or injury to persons (including death) alleged or claimed to have been caused whole or in part by or through the performance by the Contractor, or the condition of the site, or by reason of any actions or activities of the Contractor on the Commission's property whether or not such damage is caused by a party indemnified hereunder. In any and all claims against the Commission or against any of its Commissioners, officers, agents or employees by the Contractor or any employee of the Contractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the -indemnification obligation under this section shall not be restricted by any limitation on the amount or type of damage, compensation or benefits payable by or for the Contractor under Workers' Compensation Acts, disability acts or other employee benefit acts.

10. This Agreement may be terminated under any or all of the following conditions:
 - A. By mutual agreement and written consent of the Commission and the Contractor
 - B. Contractor failure to perform within the safety standards, displaying unprofessional conduct, illegal activity, not within the specifications, changes to the security procedures, FAA directive, etc.
 - C. At any time by the Commission's President and CEO with 30 days' notice.

After receipt of a Notice of Termination and except as otherwise directed by the Commission, Contractor shall:

- A. Stop the work under this Agreement on the date and to the extent specified in the notice of the termination
- B. Deliver to the Commission all documents and or invoices for services or commodities provided

In the event of termination by the Commission due to Contractor failure to perform satisfactorily, Contractor shall receive no additional compensation or fees beyond already due for work performed.

In the event of a termination of work under this Agreement, the Commission shall review in a timely manner Contractor's termination invoice, and make such payment as is properly due.

11. The Contractor acknowledges that the Commission has given to the United States, acting by and through the Federal Aviation Administration ("FAA"), certain assurances with respect to non-discrimination required by Title VI of the Civil Rights Act 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252), 49 CFR Part 21, 49 CFR § 47123, 28 CFR § 50.3 and other acts and regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation ("DOT") (collectively, and including all amendments thereto, the "Acts and Regulations") as a condition precedent to receiving Federal financial assistance from the FAA for certain Airport programs and activities. The Commission is required under the Acts and Regulations to include in this Contract, and Contractor agrees to be bound by, the covenants and requirements set forth in this Section.

The Contractor agrees and certifies that it will comply with the provisions set forth below. The Contractor further agrees that it shall (i) insert each of these provisions in all of its contracts and subcontracts related to this Contract; (ii) require that the clauses be included in all lower tier subcontracts related to this Contract; (iii) incorporate applicable requirements of these provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and (iv) be responsible for compliance with these provisions by any subcontractor, lower-tier subcontractor, or service provider. For purposes of the following provisions, the Contractor is sometimes hereinafter called "Contractor" and the Commission is sometimes hereinafter called "Sponsor." In the event of a discrepancy between the following provisions and other provisions of the Contract, the provisions of this Section shall prevail.

(a) General Civil Rights Provisions (49 U.S.C. § 47123). The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(b) 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:

(i) 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.

(ii) Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the 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.

(iii) 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.

(iv) 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.

(v) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to (A) withholding payments to the Contractor under the contract until the Contractor complies; and/or (B) cancelling, terminating, or suspending a contract, in whole or in part.

(vi) 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.

(c) Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(d) Federal Fair Labor Standards Act. This Contract incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

(e) Occupational Safety and Health Act of 1970. This Contract incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and its subcontractors’ compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Contractor 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.

12. The following personnel shall serve as the contacts for the duration of this contract:

CRAC: Perry J. Miller, President and CEO, 804-226-3001

Contractor: _____

13. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other.

14. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Henrico County. The Contractor shall comply with all applicable federal, state and local laws and regulations, including rules and regulations of the Commission.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract the day and year written above.

CAPITAL REGION AIRPORT COMMISSION, a political subdivision of the Commonwealth of Virginia

By: _____

Its: _____

_____, a Virginia [corporation]
[limited liability company]

By: _____

Name: _____

Title: _____

ATTACHMENT G

CAPITAL REGION AIRPORT COMMISSION
GOOD FAITH EFFORTS DOCUMENTATION

Solicitation Number _____ Date Submitted _____

THE BIDDER/PROPOSER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM
ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

Proposer _____ Signature _____

Title _____

Provide the names of certified DBEs/MBEs/WBEs and the dates on which they were solicited to participate in this contract opportunity. Include the items of work offered and the dates and methods used for following up initial solicitations to determine whether or not DBEs/MBEs/WBEs were interested. **Attach copies of supporting documentation (e.g., solicitations, electronic information, fax confirmations, etc.)**

Names of Firms Contacted	For what items of work?	Date Contacted	Name of person contacted	Method of Contact (e.g., phone, email, etc.)	Was DBE/MBE/WBE Interested? Y/N

Note: Please attach additional pages of this form if needed.

CAPITAL REGION AIRPORT COMMISSION

JV = Joint Venture
G = Goods supplier

MR = Manufacturer
OS = Other Services

OTHER: Business Enterprises that are not certified in any category listed.

ATTACHMENT H

**CAPITAL REGION AIRPORT COMMISSION
CONTRACT PARTICIPATION FORM**

ORIGINAL REVISED DATE _____

Solicitation No: _____

Name of Bidder/Offeror: _____

Project Name: _____

Contract No: _____

The Bidder/Offeror shall submit the Contract Participation Form and return with its solicitation response. Please attach additional sheets if needed.

NAME <u>ALL</u> FIRMS PARTICIPATING IN THE CONTRACT.	TYPE OF FIRM (see below)	FEDERAL TAX ID (also known as Employer Identification Number) nine digit number.	Enter "X" for all that apply					ADDRESS AND PHONE NUMBER (Number, Street, City, State, ZIP)	DESCRIPTION OF WORK <u>AND</u> NAICS CODE (Electrical, Paving, etc. with notation e.g. "Labor Only", "Material Only", "Complete") Provide Item Number if Applicable, Quantity, Unit Price	AGREED PRICE
			DBE	MBE	SBE	WBE	OTHER			
1										
2										
3										
4										
5										
6										
7										
TOTAL AGREED PRICE MUST EQUAL TOTAL OFFERED PRICE:										

I, _____, a duly authorized representative of _____, certify that the above information is true and correct.
(type or print name) (name of firm)

Signature: _____ Date: _____

TYPE OF FIRM

P = Prime Contractor
S = Subcontractor 1st tier
SS = Subcontractor 2nd tier
JV = Joint Venture

SP = Stocking Supplier/Distributor
B = Broker, Agent, Packager
H = Hauler
MFR = Manufacturer

DBE: A certified Disadvantaged Business Enterprise (Attach current certification documents)
MBE: A certified Minority Business Enterprise (Attach current certification documents)
SBE: A certified Small Business Enterprise (Attach current certification documents)
WBE: A certified Women Business Enterprise (Attach current certification documents)
OTHER: Business Enterprises that are not certified in any category listed