

CAPITAL REGION AIRPORT COMMISSION
RICHMOND INTERNATIONAL AIRPORT



AIRPORT ART CONSULTANT

REQUEST FOR PROPOSALS (RFP)
#22-2418

ISSUE DATE: July 25, 2022
REVISED: AUGUST 22, 2022

DEADLINE FOR RFP RESPONSES:

~~September 8, 2022, @ 3:00 P.M.~~
SEPTEMBER 29, 2022 @ 3:00 P.M.

Faith Based Organizations. The Capital Region Airport Commission does not discriminate against faith-based organizations as that term is defined in the Virginia Public Procurement Act § 2.2-4343.1.

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RFP #:

22-2418

Issuing Entity:

Capital Region Airport Commission
1 Richard E. Byrd Terminal Drive
Richmond International Airport, VA 23250

Final Questions Accepted by
the Commission

~~August 16, 2022 @ 4:00 P.M.~~
SEPTEMBER 15, 2022 @ 4:00 P.M.

Proposal Submittal Deadline:

~~September 8, 2022 @ 3:00 P.M.~~
SEPTEMBER 29, 2022 @ 3:00 P.M.

All Inquiries Should Be Directed To:

Phyllis Byrdsong, VCA,
Procurement Specialist
E-mail: procurement@flyrichmond.com

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**REQUEST FOR PROPOSAL
For
AIRPORT ART CONSULTANT**

The Capital Region Airport Commission (the “Commission”) requests proposals from experienced, qualified, and interested firms to provide airport art consulting and planning services to the Commission, which owns and operates the Richmond International Airport (the “Airport”), pursuant to the terms and conditions hereinafter set forth in or referred to in this REQUEST FOR PROPOSAL (also referred to herein as “RFP”). The expected term of the resulting 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 qualified Offerors who meet the requirements as outlined below in this RFP. Airport art consulting and planning services are non-exclusive, and the Commission reserves the right in its sole discretion to award contracts to multiple firms primarily based on the Proposal and areas of expertise.

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.

I. PURPOSE AND GENERAL DESCRIPTION OF THE SERVICES REQUESTED

The general purpose of this solicitation is to provide the Commission with planning and art consulting services to expand the Art in the Airport program for the Commission. This RFP is intended to provide qualified, experienced firms with sufficient information regarding the Commission’s intentions to expand the art program at the Richmond International Airport (“RIC”). The Commission reserves the right to award to multiple selected Offerors.

A more specific description of the scope of services under this RFP is set forth in Section IV.

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 Tuesday, August 16, 2022 **THURSDAY, SEPTEMBER 15, 2022**. Questions should be submitted to Phyllis Waddy Byrdsong, VCA, Procurement Specialist, via email: procurement@flyrichmond.com or by fax at (804) 652- 2605. Any changes to the proposal will be by written addendum. Addendums, if any, will be published on the eVA website.

Written Proposals will be received up to 3:00 P.M. on Thursday, September 8, 2022 **THURSDAY, SEPTEMBER 29, 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

Through this Request for Proposal (RFP), the Commission hereby invites businesses that meet the requirements set forth herein to submit responses for planning and art consulting services required to expand the Art in the Airport program for the Commission. The Planner and Airport Art Consultant must develop a three- to five-year Master Plan which will guide the Commission with the expansion and ongoing coordination of the Art in the Airport program. The successful Offeror (Contractor) will also have experience commissioning art and handling art curation.

A Planner and Airport Art Consultant will bring a unique set of skills, professional experience, and insight in the development of the Art in the Airport program. These skills include knowledge of art and artists, an understanding of the building construction process as it relates to the placement of artwork, and the ability to develop a multi-cultural art program at Richmond International Airport (RIC). The Offeror must have a great eye for detail and be able to work closely and communicate effectively with the team from the Commission, as well as maintain a good relationship with the artists and art organizations.

- A. GENERAL INFORMATION:** The Art in the Airport program at RIC strives to complement and promote the dynamic regional culture of the State of Virginia, with an emphasis on the Richmond Metropolitan area, while reinforcing the image of RIC as an inclusive and welcoming gateway to the world.

The purpose of the Art in the Airport program is three-fold:

- To enhance the air travel experience of RIC customers
- To educate, inspire, and entertain by creating an ambience in the airport that reflects the sophistication and cultural diversity of the region
- To support local artists and institutions by creating and managing rotating exhibitions, fine and performing art series and developing artwork customized for RIC

Currently, the program includes art on display in wall presentation in the baggage claim lobby. Art is on loan from the VMFA under a contract expiring January 2023.

B. **SCOPE OF WORK:** The successful Offeror (Offeror) will expand the current Art in the Airport program by working with the Commission to fully develop the arts program, including master planning, commission management and art curation. The services of a subcontractor may be utilized to meet the requirements

1. **COMMISSION'S RESPONSIBILITIES:** The Commission will be responsible for providing the Offeror with:

a) A workspace necessary to perform the services for the Art in the Airport program while on-site.

b) Walk-through of the available spaces for art placement and performing art, including musicians and dancers, to select mutually agreeable and appropriate spaces for the Art in the Airport program for the scope of services to be fulfilled.

c) Access to the Commission Staff, as it pertains to the Art in the Airport program.

d) Budget as developed by the Offeror and approved by the Airport Commission's President and CEO with Airport Commission Board authorization and Airport Foundation (501.3c) support as available.

2. **OFFEROR'S RESPONSIBILITIES:** The Offeror will be responsible for the following tasks including, but not limited to:

A) **MASTER PLAN:** Develop a three-to-five-year Art Master Plan for the expansion of the existing Art in the Airport program that will provide strategic direction for the Commission.

(1) Incorporate the existing Art in the Airport vision statement and goals.

(2) Provide criteria for how artists and art organizations will be selected to participate in Art in the Airport program.

(3) Provide a detailed plan for acquiring art: loan, purchase, or commission.

(a) Oversee the closeout of the task (i.e., insurance, loan agreement, delivery of art, installation, etc.).

(4) Identify potential locations for art placement and state how art (including public art, performing art and exhibitions) can be displayed, while taking into consideration the existing airport design, maintenance, RIC Master Plan and Capital Improvement Plan.

(a) Sites for art programming and exhibitions may be inside and outside the terminal and other RIC locations. Sites selected should have the maximum impact on the traveling public.

(b) The Master Plan shall define best strategies for both short and long-term maintenance and conservation efforts for the art displays

(5) Recommend funding sources to sustain the program, including grants, provide advice on appropriate Commission budget support for art facilities and art facility maintenance.

(6) Recommend criteria for developing an art advisory committee incorporating the local community.

(7) Develop an evaluation framework to measure the impact and outcomes of the art program.

(8) Create an exhibition calendar which will provide opportunities for the art communities participation.

(9) A draft of the Master Plan must be presented within six (6) months of contract execution. The final Master Plan shall be complete and delivered within nine (9) months and implemented within six (6) months of approval.

a) Work with local, regional, and national artists, as well as art organizations to acquire art. The Offeror and its subcontractor(s) must be able to generate and develop artistic ideas, as well as engage local artists in the Art in the Airport Program.

b) Assist the Commission by recommending agreement terms and conditions; Commission Staff with advice from the Commission's legal counsel will make the final decision.

c) Coordinate with the Communications and External Affairs staff to bring awareness to the Art in the Airport program through social media, advertising, and other means of communication.

d) Coordinate regular project meetings with the designated Commission staff, artists and art organizations, while also providing frequent and thorough communication to the designated Commission staff.

e) All work on Airport grounds shall be conducted Monday – Friday from 8:00 a.m. to 4:30 p.m. All work performed after normal business hours must be approved by a Commission representative.

E. Form of Contract/Agreement.

The form of the Contract that will be executed between the Commission and the successful Offeror is included as Attachment F to this RFP. Offerors shall submit all noted exceptions to the Contract or to the terms and conditions incorporated into the Contract.

V. OFFEROR REQUIREMENTS

MINIMUM PROPOSAL

Offerors must meet the following minimum requirements to be considered for the award of the contract. Offerors will address each minimum requirement specifically in their Proposal. In order for the Commission to consider the Offeror's proposal, each Offeror must provide written documentation that it meets the following Minimum Proposal:

- A) Describe how the Offeror meets or exceeds the preferred Proposal listed in this RFP, if applicable.
 - (1) What types of performing arts does the Offeror have experience developing and coordinating?
 - (2) Describe the Offeror's experience with developing and coordinating performing art, such as musicians and dancers, at an airport.
- B) Describe the experience of the Offeror and its Subcontractor(s) commissioning art and handling art curation.
 - (1) The Offeror should describe any experiences they have commissioning art and handling art curation for an airport.
 - (2) The Offeror should describe the Subcontractor(s)' experience generating and developing artistic ideas and experience engaging with local artists. The Offeror may include details on projects the Subcontractor has previously worked on, pictures of events/programs they helped coordinate, and a list of local clients or partners, including artists, museums and cultural centers.
- C) Describe the experience the Offeror has providing similar services, including the number of years providing similar services.
- D) Describe the experience of key personnel and the Project Manager who will be assigned to this project. Include detailed resumes for each key personnel and Project Manager.
- E) Describe in more detail the Offeror's experience with creating an art Master Plan including any experience creating a Master Plan for an airport.
 - (1) Details may include: the term of the Master Plan, information about the client, and the implementation of the Master Plan. If possible, the Offeror should include pictures or videos of art programs they have helped develop.
- F) State whether any contracts to which the Offeror was a party has ever been terminated early. If so, identify which ones and provide details.

- G) State whether Offeror is a party in a legal claim or lawsuit with any client as a result of Offeror's operation of a public service. If so, describe the issues.
- H) State whether Offeror, or any entity in which Offeror has had an ownership interest, ever had a bond or surety canceled or forfeited. If yes, state the name of bonding company, date and amount of bond and reason for such cancellation or forfeiture.
- I) State whether Offeror, or any entity in which Offeror has had an ownership interest, ever been declared bankrupt. If yes, state date, court jurisdiction, amount of liabilities and assets, type (i.e. Chapters 7, 11, 12, etc.), and resolution or current status.

PREFERRED PROPOSAL

The Proposer may be evaluated higher for the Experience and/or Qualification evaluation criteria, if they meet the minimum PROPOSAL listed above and also have the preferred PROPOSAL, listed below:

- A) The Offeror has at least five (5) years' experience developing and coordinating an arts program for a public or private client with performing arts within the past ten (10) years

VI. PROJECT APPROACH AND WORK OR OPERATING PLAN

- A) Describe how the Offeror and its team will approach the project.
- B) Provide a statement of understanding of this project. Submit a detailed work plan that discusses the nature of services you are proposing for the contract and any problems that are anticipated.
- C) Submit a past Art Master Plan that you have developed and implemented for an airport within the past 10 years.

VII. TIMELINE

- A) Submit a timeline, preferably in Gantt format, for developing the Art Master Plan described in the Scope of Work. Include time periods for contract start-up activities. The Offeror shall provide a timeline that specifies the length of time the items listed below will last. The Offeror can add additional items that are not specified below to their timeline.
 - (1) Research
 - (2) Planning
 - (3) Formulation of Advisory Committee
 - (4) Agreement on strategic direction of the Art in the Airport Program (Short Term & Long Term)
 - (5) Acquisition of art and identification of performing arts/contracts
 - (6) Launch of program

VIII. DISCLOSURES

- A) Disclose any potential Conflicts of Interest as described in the General Instructions (see Section X of this RFP).
- B) Offerors must also disclose the business relationships with any affiliates such as manufacturers, suppliers, etc., which may have an advantage on future business opportunities due to the firms relationship with the successful Offeror

IX. PRICING RESPONSE

An Offeror's proposed fee is to be submitted per Tab 6. Proposed fees will be considered by Commission staff for purposes of choosing an Offeror or Offerors. In doing so, you may provide proposed hourly rates for your named Key Personnel as well as general not-to-exceed rates for other partners (can be separated by tier or experience), associates (can be separated by tier or experience), and staff.

Additionally, the Commission encourages proposals for fee arrangements other than those based on hourly rates, such as retainers, fixed pricing by matter or task, result-oriented formulas or additional approaches other than a pure hourly rate method.

The Commission reserves the right to negotiate with the Offeror(s) it selects, if any, all or any portion of such Offeror(s)' fee proposal, and if unable to reach an agreement on fees with the selected Offeror(s), ultimately may reject such Offeror(s)

X. EVALUATION CRITERIA

In considering the responsibility of Offerors, the Commission will examine each timely received proposal against the factors listed below. 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.

This solicitation will be evaluated using the following factors and corresponding maximum available points:

- A. Experience and Proposal (Maximum 30 points).
- B. Project Approach and Workplan (Maximum 30 points)
- C. Timeline (Maximum 20 points)
- D. Cost of Services (Maximum 10 points)
- E. References (Maximum 10 points)

As part of this solicitation, Offeror references are considered very 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:

- (1) their contact information is current and correct;
- (2) they are knowledgeable and aware of the issues for which they are being proposed as references; and
- (3) they are ready, willing, able and permitted to provide the reference information being sought.

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

XI. ORAL PRESENTATION

At the Commission's option, it may select candidates to participate in an oral interview process. These interviews will be conducted by the Commission, at the Commission's offices. The oral presentation will provide an opportunity for the offeror to clarify or elaborate on the 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. Oral presentations are an option of the Commission and may or may not be conducted.

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 or require such. 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.

XII. 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 three (3) 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 PROPOSAL. 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 subcontractors 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.

B. Specific Requirements. Proposals should be organized as follows, addressing the specific matters noted. Use tabs to divide each part of the Proposal and include a Table of Contents including the following tabs:

Tab 1 – EXECUTIVE SUMMARY

Tab 2 – EXPERIENCE AND PROPOSAL

Tab 3 – PROJECT APPROACH AND WORK OR OPERATING PLAN

Tab 4 – TIMELINE

Tab 5 – DISCLOSURES

Tab 6 – FEES

XIII. EVALUATION, SELECTION AND AWARD

Following the receipt of proposals, evaluations may be conducted and ranked on the basis of the 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 the emphasis on professional PROPOSAL and competence, to provide the required services. Repetitive informal interviews shall be permissible. Offerors shall be encouraged to elaborate on their PROPOSAL 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 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 preference, two or more Offerors whose professional PROPOSAL and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract, satisfactory and advantageous to the Commission can be negotiated at a price considered fair and reasonable, 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 at fair and reasonable price. 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 selected Offeror has been approved by the Commission.

The Commission intends to select an Offeror 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

Proposers 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 Int'l Airport, VA.

XIV. DEADLINE FOR SUBMISSION OF PROPOSALS

The deadline for submission of proposals is ~~September 9, 2022~~ SEPTEMBER 29, 2022 @ 3:00 PM. Any proposals received after the specified deadline will be returned to sender unopened. All Proposers 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 five (5) copies of their complete Proposal package, and any supplementary company brochures. Delivery addresses:

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

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

XV. 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 Offerors 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.

XVI. GENERAL TERMS AND CONDITIONS

1. Applicable Laws and Courts – Any contract resulting from this REQUEST FOR PROPOSAL 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 Offeror 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 such notice by publication on the Commission’s web site at <http://www.flyrichmond.com> and by posting on the public notice board inside the main entrance to the Ivor Massey Building at 5707 Huntsman Road, Richmond International Airport, VA.
1. Antitrust: By entering into a contract, the Offeror 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.
2. 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 Offeror and the Commission, incorporating the terms hereof.

3. Anti-Discrimination: – By signing the Contract, the Offeror certifies to the Commission that it, as Offeror 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 Offeror agrees to the provisions in (1) and (2) below applies:

A. During the performance of this contract, the Offeror agrees as follows:

i. The Offeror 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 Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ii. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror 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 Offeror 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.

4. 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 Offeror. 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 Offeror of the obligation to provide services on all outstanding orders issued prior to the effective date of cancellation.

5. Clarification of Terms: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

6. Default – In case of the Offeror’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 Offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies the Commission may have.
7. Debarment Status - By submitting their RFP, 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.
8. 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.
9. Equal Opportunity – The Commission, in the solicitation or awarding of contracts, shall not discriminate against an Offeror 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 Offeror 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.

10. 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.
11. Indemnification of the Commission – The Offeror 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 Offeror, or the condition of the site, or by reason of any actions or activities of the

Offeror 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 Offeror or any employee of the Offeror, 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 Offeror under Workers' Compensation Acts, disability acts or other employee benefit acts.

12. 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*.
13. Insurance Requirements – The Offeror 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 Offeror 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 Offeror's operations under the Contract, whether such operations be by the Offeror 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
 - Excess Liability in an amount not less than \$1,000,000

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 PROPOSAL 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.

14. PROPOSAL 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.

15. 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 an Offeror 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.

16. Offeror'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.

17. 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.

XVII. 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.
6. 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.
7. Subcontractors – No portion of the work shall be subcontracted without prior written consent of the Commission. If Commission approval is consented, the Offeror 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.
8. 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
1 Richard E. Byrd Terminal Drive
Richmond International Airport, Virginia 23250-2400
Attention: Finance Department

The purchase order number 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.

9. 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 Offeror 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.

10. Offeror Contact Offeror shall provide telephone number, facsimile (fax) number and e-mail address of a person, within the Offeror, who may be contacted regarding this proposal.

Name of Contact
Telephone Number
Facsimile Number
E-Mail Address

11. 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/IFB # 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.

12. 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.

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 Airport, Commercial or Industrial-type facilities). 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: _____
Email _____
Term of Contract _____

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

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

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

5. Entity Name: _____
Address: _____
Telephone Number: _____
Contact Name: _____
Title: _____
Email _____
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 # _____

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 VIII, 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. SMALL BUSINESS: Offeror is, is not a small business. For the purpose of this procurement, a small business means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. A small business must be certified as such by the Virginia Department of Small Business and Supplier Diversity.

D. MINORITY BUSINESS ENTERPRISE: Offeror is, is not a minority business enterprise (MBE) or minority-owned business. 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 enterprise must be certified as such by the Virginia Department of Small Business and Supplier Diversity.

E. WOMAN-OWNED BUSINESS: Offeror is, is not a woman's business enterprise or woman-owned business. 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 enterprise must be certified as such by the Virginia Department of Small Business and Supplier Diversity.

F. DISADVANTAGED BUSINESS: 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 at least 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; whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and certified in accordance with the certification standards of 49 CFR Part 26 by either the Virginia Department of Small Business and Supplier Diversity (formerly Virginia Department of Minority Business Enterprise) or the Metropolitan Washington Airports Authority.

ATTACHMENT D
CAPITAL REGION AIRPORT COMMISSION
OFFEROR LIST

Solicitation No. _____
 Project Name _____

Name of Offeror _____

All offerors shall list all firms that quoted to you on potential subcontracts and supplies for this contract.

Name all firms that quoted to you on potential subcontracts and supplies for this contract opportunity	Check appropriate block					Firm's Address and Telephone Number
	Non-DBE	D B E	M B E	W B E	S B E	

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

 Signature & Date

ATTACHMENT E
CAPITAL REGION AIRPORT COMMISSION
LETTER OF INTENT

_____ Solicitation Number _____
(Name of Prime Contractor)

_____ Project Name _____

The undersigned (Check one) DBE MBE SBE WBE OTHER

_____ (Print or Type Certification Number)

intends to perform the work associated with this contract as (Check one):

- Individual Partnership Corporation Joint Venture

will perform the work associated with this contract as a (Check all that apply):

- Construction Contractor Stocking Supplier Manufacturer Stocking Distributor
 Broker, Agent, Packager Hauler Service Provider (for non-construction contracts)

will: Perform the following services Supply the following materials, equipment, supplies. (Please attach additional sheets if needed):

<u>Item Number</u>	<u>General Description Of Activity</u>	<u>Scope of Services (Check One)</u>	<u>Quantity</u>	<u>Unit Price</u>
_____	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
_____	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
_____	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
_____	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____
_____	_____	<input type="checkbox"/> Labor Only <input type="checkbox"/> Matl Only <input type="checkbox"/> Complete	_____	_____

at the following price: \$ _____ .

A. Total Contract Amount \$ _____

B. Term of Contract: Commencement Date _____ Completion Date _____

C. _____% of the dollar value of the subcontract will be performed by (check if applicable):

- Non-DBE contractors Non-DBE suppliers

The undersigned will enter into a subcontract consistent with the above upon execution of a contract between the Prime Contractor and the Commission (**NOTE: SIGNATURES MUST BE DATED**)

Agreed To _____
(Print or Type Name of D/M/S/WBE or OTHER Firm)

Agreed To _____
(Print or Type Name of Prime Contractor)

By _____
(Print or Type Name and Title)

By _____
(Print or Type Name and Title)

(Signature) (Date)

(Signature) (Date)

CRAC DBELO Approval \$ _____
(Enter Amount of Contract Approved for DBE Participation)

(Signature) (Date)

ATTACHMENT F
FORM OF CONTRACT

CONTRACT NUMBER: _____

TITLE:**Airport Art Consultant**

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 airport art planning and consulting services to the Commission in a manner that is consistent with the Commission's goals and objectives as described herein.

=====

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

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

WHEREAS, the Commission issued its REQUEST FOR PROPOSALS in _____, 2022 (the “RFP”), for the provision of airport art consulting services, as more particularly described in the RFP;

WHEREAS, the Contractor has submitted its bid (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 certain airport art consulting services pursuant to the terms and conditions of this Contract. In connection therewith, the Contractor shall perform the services and furnish all 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.

4. This Contract 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 airport art planning and consulting service:

*[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
1 Richard E. Byrd Terminal Drive
Richmond International Airport, Virginia 23250-2400
Attention: Finance Department

8. Contractor shall not subcontract, transfer, nor delegate its duties under this Contract 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 Contract. 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
- Excess Liability in an amount not less than \$1,000,000

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 Contract 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 Contract on the date and to the extent specified in the notice of the termination; and
- 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 Contract, 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 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.

(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 contacts for the duration of this contract:

Russ Peaden, Director of Properties & Concessions – 804-226-8520

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 Contract 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: _____