



**REQUEST FOR PROPOSALS (RFP)**

**CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY,  
CHARLOTTESVILLE, VA**

**Charlottesville-Albemarle Airport (CHO)**

**RFP NUMBER**

**RFP# 2022-03**

**RFP TITLE**

**Banking and ATM Services for Charlottesville Albemarle  
Airport Authority**

**PURPOSE**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for **the selection of a financial institution to provide banking and ATM services to the Authority.**

**DEADLINE FOR  
RFP SUBMISSIONS**

**Deadline for Receipt of Proposals:  
December 10, 2021 - 2:00 P.M. Eastern Time**

**SUBMIT RFP TO  
THIS ADDRESS**

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

**INSTRUCTIONS  
FOR  
SUBMITTING  
PROPOSALS  
(SEE SECTION  
2 OF RFP  
#2022-03)**

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

See RFP #2022-03, Section 2 for Instructions

□

**DIRECT ALL INQUIRES  
TO**

**NAME** Penny Shifflett

**TITLE** Director of Finance & Administration

**PHONE #** 434/973-8342 x 113

**FAX #** 434/974-7476

**EMAIL** [pshifflett@gocho.com](mailto:pshifflett@gocho.com)

**WEB SITE** <http://www.gocho.com/organization-info/public-notice/>

**DATE RFP ISSUED: November 10, 2021**

## TABLE OF CONTENTS

- 1.0 GENERAL INFORMATION
  - 1.1 Introduction
  - 1.2 Definitions
  - 1.3 Background/Current Financial Structure
  - 1.4 Scope of Services
  - 1.5 Clarification of the specifications
  - 1.6 Addendums or revisions
  - 1.7 Calendar of events
  - 1.8 Contract term and funding
  - 1.9 Reasonable accommodations
- 2.0 PREPARING AND SUBMITTING A PROPOSAL
  - 2.1 General instructions
  - 2.2 Proprietary information
  - 2.3 Incurring costs
  - 2.4 Submittal instructions
  - 2.5 Required copies
  - 2.6 Proposal organization and format
- 3.0 PROPOSAL SELECTION AND AWARD PROCESS
  - 3.1 Preliminary evaluation
  - 3.2 Proposal scoring
  - 3.3 Evaluation Criteria
  - 3.4 Negotiations
  - 3.5 Investigation
  - 3.6 Reservation of Rights
  - 3.7 Contract
  - 3.8 Notice of intent to Award
- 4.0 GENERAL PROPOSAL REQUIREMENTS
  - 4.1 Introduction
  - 4.2 Proposal Form
  - 4.3 Organization capabilities
  - 4.4 Staff qualifications
  - 4.5 Facility Locations
- 5.0 BANKING SERVICES & ATM SERVICES
- 6.0 SPECIAL TERMS AND CONDITIONS
- 7.0 EVALUATION OF FEES AND INTEREST RATES
- 8.0 REQUIRED FORMS/ATTACHMENTS
- 9.0 EXHIBITS

## 1.0 GENERAL INFORMATION

### 1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal offering to enter into a contract with the Charlottesville Albemarle Airport Authority (“Authority”) to provide [banking and ATM services to the Authority](#).

Any contract resulting from this RFP will be administered by the Executive Director of the Charlottesville - Albemarle Airport Authority.

This Request for Proposal #2022-03 (RFP #2022-03) is issued on behalf of the Charlottesville - Albemarle Airport Authority by [Penny Shifflett, Director of Finance & Administration](#), who is the sole point of contact for the Authority during the procurement process.

### 1.2 Definitions

The following definitions are used throughout the RFP:

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

“**ARP**” means American Rescue Plan Act. It is the third of three (so far) Acts enacted by the Federal Government to provide relief from the pandemic.

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

“**CARES**” means Coronavirus Aid, Relief, and Economic Security Act. It is the first of three (so far) Acts enacted by the Federal Government to provide relief from the pandemic.

“**CFC**” means Customer Facility Charge. CFC funds are revenues collected by the rental car operators and remitted to the Authority.

“**CRRSA**” means Coronavirus Response and Relief Supplemental Appropriations Act. It is the second of three (so far) Acts enacted by the Federal Government to provide relief from the pandemic.

“**FAA**” means Federal Aviation Administration

“**Offeror**” means a financial institution submitting a proposal in response to this RFP.

“**PFC**” means Passenger Facility Charge. PFC funds are revenues collected by the airlines and remitted to the Authority.

“**QTA**” means Quick Turn Around. It is the rental car facility where cars are stored and maintained.

“**RFP**” means and refers to this Request for Proposals, Authority RFP #2022-03

“**Successful Offeror**” means the financial institution selected for award of a contract with the Authority.

### 1.3 Background/Current Financial Structure

The Charlottesville-Albemarle Airport is owned and operated by the Charlottesville-Albemarle Airport Authority, a political subdivision of the Commonwealth of Virginia.

All Airport Authority monies are required to be invested and reinvested in accordance with the provisions of the Virginia Security for Public Deposits Act (Chapter 44, Title 2.2, Code of Virginia of 1950, as amended), and the Investment of Public Funds Act (Chapter 45, Title 2.2, Code of Virginia of 1950, as amended) (the "Investment Act"), as presently in effect and as amended from time to time.

The following is a list of all the bank accounts with descriptions the Airport uses currently or will use in the near future:

The Revenue Fund is the main account the Authority uses through which all of the operating revenue must flow.

The Coverage Fund serves as the holding account for the collection of airline revenues that adhere to the Indenture of Trust requirements whereby the Authority must collect 125% of debt service requirements.

The Discretionary Fund serves as the source of local funds for capital purchases and projects for the Authority.

The Passenger Facility Charge (PFC) Fund is required by federal legislation to be in an interest-bearing instrument. PFC funds are not co-mingled with other funds. A PFC application is submitted to the FAA and once approved the PFC funds are utilized for capital purchases and projects as authorized.

The Capital Project Fund is established to pay capital project expenses. The federal, state and local and/or PFC shares are transferred/reimbursed to the capital project fund for individual projects. The federal and state grant funds generally are ACH deposits.

The State Entitlement Fund is required to be an interest-bearing instrument. Funds are received from the Virginia Department of Aviation for use by the Authority for eligible purposes.

The PFC State Entitlement Fund is required to be an interest-bearing instrument. Funds are received in the same manner as PFC Funds with the exception that these funds are reimbursing the Authority for the use of State Entitlement Funds on eligible PFC projects. The funds collected must adhere to the same stipulations from the Virginia Department of Aviation when using State Entitlement Funds.

The Renewal and Replacement Fund is established by the Authority's Indenture of Trust as a \$150,000 reserve account.

The Business Center was established as a deposit account for the revenue generated by the Lounge/Business Center which opened in August 2018.

The CFC Funds which consists of three separate bank accounts: CFC Revenue Fund, CFC General Fund and the QTA Maintenance Fund are established to pay debt service associated with the rental car maintenance facility and certain maintenance expenses.

The CARES Fund was established to hold funds received from the FAA for the CARES Grant. The total amount of the CARES grant is \$6,279,972.

The CRRSA Fund will be established to hold funds received from the FAA for the CRSSA Grant. The total amount of the CRRSA grant is \$3,012,621.

The ARP Fund will be established to hold funds received from the FAA for the CRSSA Grant. The total amount of the ARP grant is \$5,041,463.

The 2021 Debt Reserve Fund was established to hold one year of debt service for the Series 2021 Bond issuance per the debt requirements.

Daily balances and invested amounts in these funds as of June 30, 2021 are as follows:

Table 1	Balance at June 30, 2021
Revenue Fund	\$1,608,817.47
Capital Fund	\$408,996.82
Discretionary Fund	\$1,866,594.44
Coverage Fund	\$189,157.14
PFC Fund	\$636,995.63
Entitlement Fund	\$4,351,850.69
PFC St Entitlement Fund	\$5,488,644.30
CFC Revenue Fund	\$381,192.12
CFC General Fund	\$265,681.29
QTA Maintenance Fund	\$924,037.97
Business Center	\$21,740.78
Renewal and Replacement	\$155,575.08
CARES Fund	\$3,515,676.49
CRRSA Fund	\$0
ARP Fund	\$0
2021 Debt Reserve Fund	\$200,700.47
Total Funds	\$20,045,660.69

The preceding table and the following exhibits are furnished for informational purposes only and should not be construed as a guarantee of ongoing balances/activity:

- Exhibit A: Bank Accounts and Activity Detail
- Exhibit B: Activity Detail ATM

## 1.4 Scope the Services

### **Banking Services**

The Authority is seeking to procure the services of a financial institution to provide the most effective means of utilizing the Authority's cash flow to maximize interest income while at the same time providing the highest degree of protection for the Authority's financial assets.

The successful offeror will be required to set up a cash management program for the Authority, allowing for the investment and reinvestment of its funds in accordance with Virginia Code, Authority's Indenture of Trust, and the Authority's Investment Policy. All funds must be invested in accordance with Virginia Code and the Authority's Investment Policy (Exhibit C); however, the Revenue Fund and Renewal & Replacement Fund are subject to further requirements imposed by the Indenture of Trust (Exhibit D).

Technical requirements and questions are found in Section 5 of this RFP.

### **ATM Services**

The successful offeror will also be required to install at least two ATMs on site at the Airport, with reasonable fees to provide secure, high-quality ATM services to the public. The Authority reserves the right to award two separate contracts: one for basic banking services and another for ATM services.

The successful offeror will be required to provide the following ATM services:

The successful offeror will be granted the exclusive right and privilege to install, operate, and maintain at least two automated teller machines (ATM Centers) within the air carrier terminal building of the Charlottesville-Albemarle Airport ("Terminal Building"), for use by the general public. Such ATM Centers shall be placed in the existing ATM locations which are in the ticketing wing and the post-screening waiting areas of the terminal building as identified in Exhibit E – "Current Location of ATMs".

The successful offeror shall have the right of access to the ATM Centers and related Airport premises for servicing, repairs and maintenance to its machinery and equipment, at reasonable times and on a schedule acceptable to the Authority; however, in no event shall a response to service/maintenance to the equipment exceed 8 hours.

The successful offeror shall provide equipment capable of accepting all major credit and ATM cards to conduct the business of banking.

The successful offeror shall be solely responsible for all costs associated with the telephone and electrical lines necessary for the ATM Centers.

The successful offeror shall be solely responsible for maintenance of and for payment of operating and all other costs associated with the telephone line(s) necessary for the ATM Centers.

The successful offeror shall, at all times during the term of the Agreement awarded by the Authority, and any renewal period, at its own cost and expense, repair, replace, and maintain in a good, safe and substantial condition, the ATM Centers on the demised premises.

The successful offeror shall pay any and all taxes, assessments, or other governmental charges that shall or may during the term of the agreement or of any renewal thereof, be imposed on or arise in connection with the use of the demised premises or any part thereof by the successful offeror. Offeror shall further operate such ATM Centers in accordance with all applicable federal, state and local laws.

The successful offeror shall be permitted to place one sign at the ATM Centers subject to local and Authority ordinances, regulations and restrictions. Placement, colors and characteristics of the sign will be subject to the advance written approval of Authority.

On the commencement date of any contractual agreement awarded as the result of this solicitation, and for the ensuing contract term, the successful offeror shall pay to the Authority a rent and/or concession fee to compensate the Authority for the use and occupation of its premises and for the rights and privileges granted to the successful offeror.

Rent shall be due and payable on or before the 15th of each month.

The successful offeror will be required to submit monthly reports to the Authority detailing the number of transactions conducted at the ATM Centers.

The successful offeror shall also be required to provide the Authority with a list of its current ATM transaction fees for all Non-Bank customers, as of the commencement date of the contractual agreement with the Authority, and thereafter shall provide the Authority with 30 days advance written notice of any increases in these fees.

The successful offeror may, at any time during the term the concession agreement, at its own cost and expense and with prior written approval of the Authority, make alterations, additions or improvements in and to the demised premises and the air carrier terminal building. Alterations shall be performed in a workmanlike manner, and shall conform to all applicable state and local building code regulations. Alterations shall not weaken the structural strength, or lessen the value of the building or the premises, or change the purpose for which the building, or any part thereof, may be used.

Any and all alterations, additions, and improvements on or in the demised premises at the commencement of the term of this Agreement, and any that may be erected or installed during the term of the Agreement or any renewal thereof, shall become a part of the demised premises and the sole property of the Authority, except that all moveable trade fixtures installed by the successful offeror shall be and remain the property of the successful offeror.

Technical requirements and questions regarding ATMs are found in Section 5 of this RFP.

#### 1.5 Clarification of the specifications

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

**Mailing Address:** Penny Shifflett, Director of Finance & Administration  
Charlottesville - Albemarle Airport  
100 Bowen Loop, Suite 200  
Charlottesville, Virginia 22911

**Email:** [pshifflett@gocho.com](mailto:pshifflett@gocho.com)

All inquiries and questions concerning this RFP, its provisions or requirements must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.8)

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

#### 1.6 Addendums or Revisions

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

It shall be the responsibility of the offerors to regularly monitor the Authority's web site for any such postings. Offerors must acknowledge the receipt / review of any addendum(s) at the bottom of the RFP Cover Page.

#### 1.7 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the Authority. In the event that the Authority finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Authority's web site at <http://www.gocho.com/organization-info/public-notices/>. There may or may not be a formal notification issued for changes in the estimated dates and times.



<b>DATE</b>	<b>EVENT</b>
Nov 10, 2021	Date of issue of the RFP
Nov 17, 2021	Pre-Proposal Meeting - Attendance is not mandatory. 2:00p.m. in the Airport conference room. For those that would like to attend virtually, email Penny Shifflett at <a href="mailto:pshifflett@gocho.com">pshifflett@gocho.com</a> to register.
Nov 24, 2021	Deadline for submitting written inquiries (no later than: 2:00 p.m. Eastern Time)
Dec 1, 2021	Date Authority will Provide Response to RFP Questions
Dec 10, 2021	Deadline for Submission of Proposals
Jan 4-6, 2022	Interviews/Negotiations
Jan 12, 2022	Notice of Intent to Award will be posted on Authority's website
Mar 1, 2022	Target Date for Commencement of Contract

### 1.8 Contract Term and Funding

The contract shall be effective on the date indicated on the contract execution date and shall run for **five (5)** year(s) from that date.

### 1.9 Reasonable Accommodations

The Authority will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If an offeror or its representative requires any such accommodations at the pre-proposal meeting, please contact [Penny Shifflett, Director of Finance & Administration in advance of the meeting.](#)

## 2.0 PREPARING AND SUBMITTING A PROPOSAL

### 2.1 General Instructions

Proposals shall be signed by an authorized representative of the Offeror, indicating the Offeror's agreement to be bound by the offer submitted to the Authority for a period of not less than 90 days from the date that is the deadline for receipt of proposals.

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

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

## 2.2 Proprietary Information

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

## 2.3 Incurring Costs

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

## 2.4 Submittal Instructions

Proposals must be received in by the Authority by the specified deadline (both the date and time stated within the calendar of events, see Section 1.7, above) All proposals will be time-stamped in the Director of Finance & Administration office as they are received. Once received, Proposals received in response to this RFP will not be returned to the proposers.

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

- Offeror's name and address
- RFP Identification (lower left corner of package): RFP #2022-03 Banking and ATM Services
- Deadline (date and time) for Submission of Proposals

Electronic submissions are permitted but hard copies are still required. Provide a tracking number associated with the mailing of the required hard copies within the electronic submission.

All bids received electronically are to be submitted by December 10, 2021 @ 2:00pm EST and sent to [pshifflett@gocho.com](mailto:pshifflett@gocho.com) Regardless of electronic complications, if bids are received after 2:00pm, they will be rejected.

The subject line of the email must read: ""RFP #2022-03 Banking and ATM Services"

## 2.5 Required Copies

Each offeror must submit **an original and three (3) complete copies** of its proposal.

All hard copies of the proposal must be on 8.5"x11" paper individually securely bound. The required electronic copy shall be **in addition to one complete**

**electronic copy in Microsoft Word or PDF format on a flash drive.**

## 2.6 Proposal Organization and Format

Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are as follows:

- Introduction (See Section 4.1 of this RFP)
- Proposal Form (See Section 4.2 and Attachment A to this RFP)
- Organization capabilities (See Section 4.3 of this RFP)
- Staff qualifications (See Section 4.4 of this RFP)
- Facility locations (See Section 4.5 of this RFP)
- Responses to questions on Banking and ATM Services (See Section 5 of this RFP)
- Evaluation of fees and interest rates (See Section 7 of this RFP) (Attachment B)
- Required forms/Attachments (See Section 8 of this RFP)
- Appendices (Additional Information the proposer submits)

## 3.0 PROPOSAL SELECTION AND AWARD PROCESS

### 3.1 Preliminary Evaluation

Initially each proposal will be reviewed as to the qualifications of the offeror and to determine which offerors are best suited among those submitting proposals. This review shall be performed on the basis of the factors involved in this RFP, including price. .

### 3.2 Proposal Scoring

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

### 3.3 Evaluation Criteria

The proposals will be scored using the following criteria:

<u>Description</u>	<u>Percent</u>
1. General Proposal Requirements	
a. Introduction (Section 4.1)	2
b. Proposal Form (Section 4.2, Attachment A & C)	10

c. Organizational Capabilities (Section 4.3)	10
d. Staff Qualifications (Section 4.4)	10
e. Facility Locations (Section 4.5)	5
2. Banking and ATM Services (Section 5) To include the evaluation of any alternatives, enhancements or improved methods as well as any products or services suggested by the offeror not specifically mentioned in the RFP	53
3. Evaluation of fees and interest rates and other various costs noted in the proposal (Section 7, Attachment B and other answers noted in Section 5)	10
TOTAL	100

### 3.4 Negotiations

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

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

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

After interviews and negotiations have been conducted with each of the offerors so selected, the Authority will select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

### 3.5 Investigation

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

1. Other existing information available to the Authority, including financial data and records concerning Offeror's performance.
2. Publications, including trade and financial journals or reports, and

3. Other sources, including financial advisors, banks and other financial institutions and other public airports.

### 3.6 Reservation of rights

The Authority reserves the right to cancel this RFP at any time, and to reject any proposal received in response to this RFP. The Authority reserves the right to eliminate any individual service contained in the proposal, if based on analysis, the fees for providing the service is excessive, or if the service proposed can be performed in an alternative manner.

### 3.7 Contract

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

### 3.8 Notice of Intent to Award

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

## 4.0 GENERAL PROPOSAL REQUIREMENTS

### 4.1 Introduction

Provide a one page overview of the firm's interest in this work.

### 4.2 Proposal Form (Attachment A), Certificate of No Collusion (Attachment C)

### 4.3 Organization Capabilities

Describe the firm's experience and capabilities in providing the requested services. Please be sure to include examples that are directly related to the services that are needed.

### 4.4 Staff Qualifications

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the airport.

### 4.5 Facility Locations

Provide a listing of the banking facility locations within a 25 mile radius of the Airport.

## 5.0 BANKING SERVICES & ATM SERVICES

The Authority deposits cash and checks into various funds on a daily basis. ACH debits and credits are also processed daily. Payroll services are handled by a third party and all 49 employees have their paychecks directly deposited into their bank accounts. The payroll contractor pulls the lump sum needed for the payroll run to cover those direct deposits from the Authority's Revenue Fund. The Authority currently uses Remote Deposit services which typically occur on a daily basis or at least twice a week. Wire transfers are rare but are occasionally utilized. Online banking is a crucial part of everyday operations. The Authority used an armored car service for a period of time, but currently does not use this service. As a political subdivision of the Commonwealth of Virginia, all funds must be fully collateralized. The Authority currently does not use lockbox services (but may in the future) or vault services. Selected employees have credit cards for small purchases. The successful offeror will be expected to provide credit card services. Currently, merchant services are handled by a third party and will NOT be part of this RFP.

### **In the proposal response, the Offeror must address the following:**

Cutoff times and requirements by location (vault, teller, bank Centers, branch)? Include a list of deposit locations (main office and branches) close to the Authority. How are deposits credited?

Are items immediately verified?

If provision credit is given, when does verification take place?

How does the bank determine and calculate availability of deposited items?

Does the bank calculate availability by item or formula?

Remote Deposit Product service availability? Include additional software or equipment expenses that will be incurred.

Portal entry or stand-alone service?

Deadlines for same day credit of deposits?

Liability for fraudulent deposit items?

Document retention policy for checks converted to ACH or processed via remote deposit capture?

Cost Breakdown for service(s)?

Can checks, currency, and coin(s) be included in the same deposit or are split deposits required?

Does the bank accept loose and/or rolled coin for deposit at branch locations?

Is there a fee for depositing loose or rolled coin?

What type of deposit bags does the bank allow/require?

Does the bank provide these bags?

Does the bank charge a fee for these bags?

Are there any restrictions on deposit bags provided by the customer?

Can returned items (NSF) be automatically re-deposited?

If so, how many times?

Does the bank offer any options that may increase the collection of “bounced” checks?

Can the bank provide a detailed return item transmission to the Authority?

Can this report identify the payer’s name, depositing location and the type of item being returned?

Can it include a Copy of the check?

Deposit Reconciliation service availability?

Explain the financial institutions requirements for collateralization of local government deposits.

What armored car services and safe companies do you work with?

What are the fees associated with any of the above services?

Online Stop Payment Service(s) initiation and renewal?

Confirmation requirements?

Duration of stop payment and renewal processing options?

How will the Authority be notified of rejected items?

What time will the Authority receive the information on rejected items?

How much time will the Authority have to review discrepancies and notify the bank to reject?

What length of time is considered a stale-dated check?

Will stale-dated checks be reported as exception items?

How soon after the cut-off date are bank statements, online images of cancelled checks and deposit tickets?

Describe the process of locating a cancelled check online.

What types of indexing capabilities are available to locate checks from prior months?

Please provide information on electronic document storage options (archiving by CD or online and retention periods

Assuming the Authority follows proper anti-fraud procedures, how does the bank guarantee the Authority against losses?

What are the fees associated with any of the above services?

**Each Proposal must include the Offeror's answers to the following relating to Automated Clearing House (ACH) processing initiated by the Authority and externally:**

Method by which the Authority can submit ACH files or initiate ACH via bank software?

Pre-notification and costs associated?

What are the transmission deadlines for ACH files?

When does the bank need the file from the Authority and when are funds debited from the Authority's accounts?

How are returned and rejected ACH transactions handled?

What information does the bank provide to assist in identifying returned and rejected ACH transmissions?

When and how is this information available?

What are the security measures for ACH initiation/origination and ACH reception (ACH filters and blocks)?

On incoming ACH credits, what level of detail is available with ACH addendums (invoice number, etc.)?

How is this information transmitted to the Authority?

Can information be downloaded and automatically coded for entry into the Authority's general ledger?

What formats are available?

Can the bank prohibit unauthorized direct debits from the Authority's main account?

What are the fees associated with any of the above services?

**Reporting Services: The following services are required, and each Proposal must indicate whether the Offeror can and will provide such services:**

Automated or online balance reporting services

Download of DDA activity and balances

Monthly activity statements and reports for all accounts by the 10th day of the following month

Detailed monthly analysis statement for each individual account and a consolidated statement showing charges for all account services

Access to download paid check file

Online Search and print options for all banking transactions

**Each Proposal must contain the Offeror's answers to the following:**

Are there any of the services listed above that the Offerors cannot provide?

If so, please explain

Describe the reports that will be available to the Authority through the bank's balance



reporting system. Include sample reports as part of your answer to this part.

How will the Authority access the reporting system?

Will the reporting system provide beginning and ending ledger (book) balances, collected balances, and available balances?

What current day reporting is available through the reporting system?

How long will report images be maintained online?

Does the bank's deposit reporting system report electronic transactions (e.g. ACH, wire) as well as paper documents?

What time (assuming controlled disbursement is not used) will the bank be able to report the total amount of the day's check disbursements to the Authority?

Can account activity be downloaded and automatically coded for entry into the Authority's general ledger system?

What formats are available?

Can reports be customized?

Is there an additional charge for customization?

How long are reports available and how will they be available? (e.g. online)

How long are report images maintained online?

How many business days of balance history are stored on the reporting system for current day reporting?

Previous day reporting?

Are electronic images stored on the reporting system?

If so, how does the bank charge for these service (per item viewed / per item charge on all items)?

What are the fees associated with any of the above services?

Availability of Funds: The Authority wants the discretion to use available balances to cover bank charges or to have the funds invested. The following services are required, and each Proposal must indicate whether the Offeror can and will provide such services:

Provide an overnight investment service (sweep) or interest bearing account for excess cash balances in the demand deposit accounts.

Collateralize all collected balances, in excess of balances insured by the FDIC, as per the collateral requirements of the Virginia Security for Public Deposits Act.

Overdraft Processing and Services

Require same day credit for U.S. obligation security maturities and coupon flow; on-us checks and wires.

Safekeeping Service(s)

Each Proposal must contain the Offeror's answers to the following:

Is an expedited availability offered?

If yes, please explain

Overdraft service(s) provided; whether accounts are aggregated for calculation/fee purposes?

Does the Authority have the option of compensating the bank on either a fee or balance basis?

Is the price the same for either option?

If not, what is the difference?

How is your bank's earnings credit determined adjusted, and applied?

Please include in the explanation the impact of the bank's reserve requirement, the formula for converting service charges to balance requirements.

Provide interest bearing account and sweep/overnight rate history for the calendar years 2020 and 2021.

What time frame does your bank use when reviewing balances for deficiency or excess (e.g. rolling 12 month average, calendar quarter, calendar year, etc.)?

Please provide a sample analysis statement.

How soon after month-end is the analysis statement mailed or available electronically?

Does the bank offer electronic analysis and bank statements?

Will the bank pass on FDIC or FICO charges to the Authority?

If so, what is the current charge for an entire year on a \$1,000,000 balance?

How is it computed?

Rate basis for overdrafts and definition of "daylight overdrafts"?

Provide the bank's policy on receiving same day credit for deposits.

Specify expectations regarding the availability of funds. Whether availability policies differ from Federal Reserve Bank availability schedule?

Describe Safekeeping Service(s) offered (charge breakdown on clearing, safekeeping and income distribution)?

What are the fees associated with any of the above services?

**Online Banking Services Requirements: Key finance staff must have access to online balance and transaction information in the primary Authority accounts. Daily balance and transaction information will be used in determining the Authority's cash position for that day, daily bank searches (checks, deposits, etc.) and in making daily investment decisions.**

**Each proposal must contain the Offeror's answers to the following:**

What support will be provided under the contract?

Explain how and when training will be available for users.

What are the fees associated with any of the above services?

**Personal Employee Banking Services (Optional, not Required)- Offerors may, within their Proposal, identify any offer of services that could enhance the Authority's business relationship to its employees (e.g., payroll services; direct**

deposit; etc.).

**In the proposal response, the Offerors may provide answers to the following:**

Please outline employee banking programs, which may be offered, describing the types of accounts and benefits as to whether or not an exclusive relationship would be required.

What are the fees associated with any of the above services?

Please identify the type of equipment and ATM machines utilized, and the needs for operation of each location (type of electrical, internet, data, etc. services; special installation needs). What will be required of the Authority in order to setup and offer ATM services?

Does the Offeror service the machinery/ equipment itself, or contract out that service?

What will be the minimum response time on service calls?

What will be the fees to the Authority if any?

What will be the fees charged to users of the services?

What will be the proposed monthly lease and concession fee to be paid to the Airport for this ATM Concession:

Year 1:	\$ _____ /month
Year 2:	\$ _____ /month
Year 3:	\$ _____ / month
Year 4:	\$ _____ /month
Year 5:	\$ _____ /month

**OTHER SERVICES**

The Authority is a political subdivision of the Commonwealth of Virginia. As such, it may not offer assets such as land, vehicles, and facilities as collateral for loans. The only collateral it may offer is a pledge of revenues subordinate to the pledge of revenues currently in place for existing debt service. Please describe corporate credit services that may be available to the Authority given this limitation.

Please describe corporate credit card services, if available.

Please describe the procedures in place to ensure the Authority deposits and/or investments are maintained pursuant to the Investment Act, Indenture of Trust and other applicable laws.

Include in the proposal the Certification of No Collusion (Attachment C).

Include any alternatives, enhancements, or improved methods of providing the services mentioned in the RFP. In addition, describe any products or services not specifically mentioned in the RFP that the Offeror believes would be beneficial to the Authority. Based on the information provided in this RFP, the Offerors should identify

all materials and services expected from the Authority in addition to general assistance.

## 6.0 SPECIAL TERMS AND CONDITIONS

The General Terms and Conditions applicable to the Authority's procurement transactions are attached as Exhibit F to this RFP, and are incorporated by reference as if set forth herein verbatim. The provisions of Exhibit F should be construed together with the provisions of this RFP, so as to give effect to the terms and conditions set forth within each whenever possible. However, in the event of any conflict between the provisions of Exhibit F and those set forth within this RFP, the provisions of this RFP shall govern as the requirement applicable to the contractor.

Competition Intended - It is the Authority's intent that this Request for Proposal permit competition. It shall be the offeror's responsibility to advise the Authority if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing, and must be received by the Secretary-Treasurer of the Authority not later than 10:00 a.m., August 22, 2014. A review of such notification will be made.

Procedures - The extent and character of the services to be performed shall be subject to the general control and approval of the Authority's Director of Finance & Administration or his/her authorized representative. The financial institution shall not comply with requests and/or orders issued by anyone other than the Director of Finance & Administration and authorized representatives specified in writing by the Director of Finance & Administration.

Termination - The contract awarded as a result of this RFP may be terminated by either party upon ninety (90) days advance written notice to the other party, but if any service is in progress, but not delivered or completed as of the date of termination, then the contract may be extended upon written approval by the Authority until said supplies or services are either delivered or completed and accepted. The Authority may terminate with ten (10) days' notice for cause, default or negligence.

Hold Harmless Clause – Any contract resulting from this RFP shall require the financial institution to indemnify and hold the Authority harmless from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person or property as a result of the contractor's negligent errors or omissions, and willful and criminal misconduct; and from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree by the contractor or any of its officers, employees or agents.

The successful offeror shall also indemnify and hold harmless the Authority, its agents, employees and officials, from and against any liability, expense or claim which may be recovered from, or may be sought to be recovered from, the Authority by reason of or on account of any property damage, injury, theft, or sickness or death of any person, which property damage, injury, sickness or death is caused by successful offeror or any agents or employees of the successful offeror in the performance of its obligations

under the Agreement to be awarded for the ATM Concession. The successful offeror shall further indemnify and hold harmless the Authority, its agents, employees and officials, from and against any liability, expense or claim which may result from a theft from the successful offeror's ATM equipment.

Insurance - The successful offeror shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under a contract resulting from this Request for Proposals:

Comprehensive General Commercial Liability

- \$1,000,000 Bodily Injury/Property Damage per occurrence and aggregate
- Comprehensive General Form
- Extended Business Liability Endorsement
- Independent Contractors Coverage
- Personal Injury Liability

Workers Compensation/Employer's Liability

- Statutory coverage for Virginia

Other insurance as required based upon the nature of the contract

Prior to commencing work under a resultant contract, the successful offeror shall furnish the Authority with a Certificate of Insurance giving a thirty (30) day notice of cancellation, non-renewal, or change in the insurance coverages and naming the Authority as an additional insured. A copy of the additional insured endorsement shall be provided within thirty (30) days after the effective contract date.

Required Federal Civil Rights contract provisions.

Federal Civil Rights - During the performance of this contract (purchase), the contractor (supplier), for itself, its assigns and successors in interest (herein- after referred to as the contractor) agrees to comply with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 and with the DOT regulations implementing Title VI.

## **7.0 EVALUATION OF FEES AND INTEREST RATES (Attachment B)**

Describe the services offered by the financial institution that are recommended for the Authority. In detail describe the proposed set-up of the accounts included on Exhibit A. Include a description of security, information reporting/transaction details, the impact of the proposed set-up on the Authority's interest income, all associated fees, and the impact on the efficiency of the Authority's banking procedures. List the interest rate each type of account was paying the holder as well as the fees charged the holder on the following dates:

July 1, 2020

October 1, 2020

January 1, 2021  
April 1, 2021

## **8.0 REQUIRED FORMS/ATTACHMENTS**

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

Attachment A	Proposal Form
Attachment B	Evaluation of Interest Rates and Fees
Attachment C	Certificate of No Collusion

## **9.0 EXHIBITS**

Exhibit A	Bank Accounts and Activity Detail
Exhibit B	Activity Detail ATM
Exhibit C	Authority's Investment Policy
Exhibit D	Indenture of Trust
Exhibit E	Current Location of ATMs
Exhibit F	General Terms and Conditions
Exhibit G	Federal Contract Provisions for a Non-AIP Contract

**Proposal Form**

**NAME OF FIRM:**

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

**OFFEROR:**

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

---

---

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

---

---

---

---

3. Telephone number of offeror: \_\_\_\_\_

Contact (name and title): \_\_\_\_\_

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

---

---

Explain: \_\_\_\_\_

---

---

---

5. Attach evidence of business licenses, FEIN and the identification number issued to the bidder by the Virginia State Corporation Commission (SCC). Any bidder that is not required to be authorized by the SCC to transact business in the Commonwealth as a foreign business entity shall include in its bid a statement signed by a Virginia attorney describing why the bidder is not required to be so authorized.

6. Most recent credit rating report(s) from a nationally recognized credit rating agency(s) (e.g. Moody's, S&P, etc.)
7. Community Reinvestment Act (CRA) rating:
8. Proof of current standing as a Virginia Qualified Public Depository
9. Proof of PCI Compliance



## SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

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

## PARTNERSHIP STATEMENT

If a Partnership, answer the following:

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

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

6. Years in this business: \_\_\_\_\_

**CORPORATION STATEMENT**

If a Corporation, answer the following:

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

If so, as of when? \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

6. List the following:

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

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

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

8. FEIN \_\_\_\_\_

9. Years in this business: \_\_\_\_\_

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

## JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of Organization? \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

2. Joint Venture Agreement recorded? Yes ( ) No ( )

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Date            Book            Page            County

3. Name and address of each Joint Venturer:

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

4. Percent of ownership of each Joint Venturer:

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

6. Social Security numbers or FEIN: \_\_\_\_\_

7. Years in this business: \_\_\_\_\_

## FINANCIAL AND BACKGROUND DATA

### FINANCIAL STATEMENT:

Please provide financial statements for the most recent past two fiscal years (can be included on CD or with a web link). Attach a complete report, prepared in accordance with generally accepted accounting principles, reflecting your current financial condition. The report must include a balance sheet and income statement after June 2021. You must be prepared to substantiate all information shown. If company is a subsidiary of a parent company, a financial statement for both the parent and subsidiary is to be provided.

### SURETY INFORMATION:

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

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

### BANKRUPTCY INFORMATION:

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

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

---

---

### FELONY INFORMATION:

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

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

### PENDING LITIGATION:

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

## REFERENCES

Offerors must provide at least four (4) client references of which two (2) should be other Virginia public bodies as clients if possible for which banking services have been provided, including the following information.

### **REFERENCE NO. 1:**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Months/years of providing service: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **REFERENCE NO. 2:**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Months/years of providing service: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **REFERENCE NO. 3:**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Months/years of providing service: \_\_\_\_\_

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

---

---

---

---

**REFERENCE NO. 4:**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Months/years of providing service: \_\_\_\_\_

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

---

---

---

---

---

---

---

**SUPPLEMENTAL INFORMATION:**

Describe your financial institution's disaster recovery plan (back-up sites and system back-up processes)

Provide a description of the bank's dispute resolution and customer/service feedback process



OFFEROR'S SIGNATURE

a. If offeror is an INDIVIDUAL, sign here:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Doing Business As

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

\_\_\_\_\_  
Partnership or Joint Venture Name

BY: \_\_\_\_\_  
Member of the Partnership or Joint Venture

BY: \_\_\_\_\_  
Member of Partnership or Joint Venture

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

Name of LLC: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

The undersigned hereby certifies that he/ she is an officer of the CORPORATION named below and that he or she has been duly authorized by corporate resolution (attach Certified Copy) to execute this Proposal and to legally bind the CORPORATION to the offer(s) and representation(s) set forth within the Proposal submitted by CORPORATION in response to RFP 2020-001.

\_\_\_\_\_  
Corporation Name

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

<b>EVALUATION OF INTEREST RATES AND FEES</b>
--

<b>NAME OF FIRM:</b>	
----------------------	--

<b>ATTACHMENT X</b>					
<b>SCHEDULE OF ACCOUNTS AND INTEREST RATES</b>					
<b>ACCOUNT</b>	<b>ACCOUNT</b>	<b>INT. RATE</b>	<b>INT. RATE</b>	<b>INT. RATE</b>	<b>INT. RATE</b>
	<b>TYPE</b>	<b>7/1/2020</b>	<b>10/1/2020</b>	<b>1/1/2021</b>	<b>4/1/2021</b>
Revenue Fund					
Capital Fund					
Discretionary Fund					
Coverage Fund					
PFC Fund					
Entitlement Fund					
PFC St Entitlement Fund					
CFC Revenue Fund					
CFC General Fund					
QTA Maintenance Fund					
Business Center					
Renewal and Replacement					
CARES Fund					
2021 Debt Reserve Fund					

**SCHEDULE OF FEES BASED ON ACTIVITY IN EXHIBIT A**

<b>ACCOUNT</b>	<b>FEES</b>	<b>FEES</b>	<b>FEES</b>	<b>FEES</b>
	<b>7/1/2020</b>	<b>10/1/2020</b>	<b>1/1/2021</b>	<b>4/1/2021</b>
Revenue Fund				
Capital Fund				
Discretionary Fund				
Coverage Fund				
PFC Fund				
Entitlement Fund				
PFC St Entitlement Fund				
CFC Revenue Fund				
CFC General Fund				
QTA Maintenance Fund				
Business Center				
Renewal and Replacement				
CARES Fund				
2021 Debt Reserve Fund				

**ATTACHMENT C**

**CERTIFICATE OF NO COLLUSION**

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

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

STATE OF VIRGINIA  
COUNTY OF ALBEMARLE, to-wit:

The foregoing Certificate of No Collusion bearing the signature of \_\_\_\_\_  
and

dated \_\_\_\_\_ was subscribed and sworn to before the undersigned notary public by  
\_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**CODE OF VIRGINIA**

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



# ACH Deposits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# Checks cleared	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# ACH debits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$ Additions	\$887	\$756	\$649	\$553	\$477	\$448	\$449	\$400	\$439	\$425	\$440	\$422	\$6,347	
\$Subtractions	\$6,840	\$727,074	\$259,326	\$12,719	\$376,057	\$0	\$0	\$47,357	\$0	\$0	\$0	\$172,445	\$1,601,818	
BUSINESS CENTER														0
# OTC/Remote Capture Deposits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# ACH Deposits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# Checks cleared	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# ACH debits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$ Additions	\$11	\$11	\$11	\$10	\$9	\$9	\$9	\$8	\$9	\$9	\$9	\$9	\$9	114.57
\$Subtractions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
CFC REVENUE FUND														
# OTC/Remote Capture Deposits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# ACH Deposits	6	5	5	5	5	4	3	3	3	3	0	3	45	
# Checks cleared	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# ACH debits	1	1	1	1	1	0	0	0	0	0	0	3	8	
\$ Additions	\$39,277	\$38,556	\$38,884	\$38,191	\$38,667	\$33,894	\$25,036	\$24,850	\$23,646	\$32,221	\$43,685	\$49,532	\$426,441	
\$Subtractions	\$14,734	\$14,734	\$14,734	\$14,734	\$14,734	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$373,671	
CFC GENERAL FUND														
# OTC/Remote Capture Deposits	1	0	1	2	1	0	0	0	0	0	0	0	5	
# ACH Deposits	0	0	0	0	0	0	1	1	0	2	0	1	5	
# Checks cleared	3	2	4	3	4	2	3	1	3	3	0	3	31	
# ACH debits	1	1	1	0	1	1	1	1	1	1	1	0	10	
\$ Additions	\$524	\$273	\$446	\$796	\$820	\$199	\$778	\$888	\$300,799	\$2,796	\$254	\$742	\$309,315	
\$Subtractions	\$18,501	\$13,423	\$5,712	\$1,960	\$3,978	\$2,916	\$54,176	\$12,962	\$18,856	\$3,005	\$3,115	\$9,152	\$147,756	
QTA MAINTENANCE FUND														
# OTC/Remote Capture Deposits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# ACH Deposits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# Checks cleared	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# ACH debits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$ Additions	\$3,933	\$3,934	\$243	\$219	\$202	\$209	\$11,262	\$192	\$212	\$206	\$212	\$206	\$21,030	
\$Subtractions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
CARES FUND														
# OTC/Remote Capture Deposits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# ACH Deposits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# Checks cleared	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# ACH debits	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$ Additions	\$0	\$483,162	\$2,498,243	\$482,779	\$202,815	\$502,581	\$171,408	\$177,209	\$329,878	\$289	\$299	\$289	\$4,848,950	
\$Subtractions	\$1,000,000	\$0	\$0	\$500,000	\$500,000	\$0	\$0	\$0	\$508,000	\$0	\$0	\$0	\$2,508,000	
2021 DEBT RESERVE FUND														
Only interest earned activity	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16	\$16	
RENEWAL AND REPLACEMENT														
Only interest earned activity	\$40	\$40	\$39	\$35	\$32	\$33	\$33	\$30	\$34	\$32	\$34	\$32	\$415	

EXHIBIT B  
 ATM ACTIVITY  
 FISCAL YEAR 2021

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	FY TOTALS
# of Cash Withdrawals	54	41	61	64	45	50	37	50	87	83		111	683
# of Surcharge Trx	54	40	58	62	43	47	36	48	84	83		109	664
# Inquiries	15	10	8	5	10	4	16	7	2	16		7	100
# Denials	3	6	4	14	8	7	5	9	14	16		4	90

May 2021 information not available

## **EXHIBIT C**

### **Investment Policy**

#### **Date Adopted by the Board: 3/18/2014**

The statement of investment policy is designed to provide guidelines for the management and investment of all funds held by the Airport Authority. This policy is designed to ensure the prudent management of all Authority funds when needed and a level of investment return within acceptable risk parameters as determined by the Virginia State Code.

#### **A. Investment Objectives**

The investment portfolio of the Authority shall be managed to accomplish the following objectives:

1. All Investments shall be in compliance with the Code of Virginia Sections §2.2-4400 et seq. and §2.2-4500 et seq. and Trust Agreements, where applicable.
2. Safety of Principal – The single most important objective of the Authority’s investment program is the preservation of the principle of those funds within the portfolio.
3. Maintenance of Liquidity – The Portfolio shall be managed in such a manner that assures that funds are available as needed to meet immediate and or future operation requirements of the Authority
4. Maximizing Return -- The portfolio shall be managed in such a fashion as to maximize the return on investments but within the context and parameters set forth by the safety and liquidity objectives above.

#### **B. Procedures**

The following procedures will be followed to ensure the investment policy statement is consistent with the current mission of the Authority and taking into account the current financial condition of the Authority:

1. This investment policy shall be reviewed annually by the Executive Director for any necessary revisions.
2. Recommendations for revisions or modifications to this investment policy will be made by the Executive Director to the Board of Directors for approval.
3. The Director of Finance, in consultation with the Executive Director shall establish an annual financial plan which project funds available for investment (“Investment Plan”) and the date such funds may be needed for operational and/or capital expenditures. Said financial plan shall be presented to and approved by the Board of Directors along with the annual budget.



4. The Director of Finance shall carry out the Investment Plan in accordance with this policy and the direction of the Executive Director.

C. Standard of Prudence

Except where specifically directed by law, statute or regulation, the general investment policy of the Authority will be guided by the “prudent person” rule. Those with investment responsibility for Authority funds are considered fiduciaries and, as such, will exercise the judgment and care under the circumstances then prevailing which persons of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation, but in regard to the permanent disposition of the funds, considering the probable income as well as the probable safety of their capital.

D. Investment Guidelines

The Airport Accountant is authorized to deposit or invest Authority funds per the approved Investment Plan in the following accounts and/or securities:

1. Checking accounts in U.S. federally insured banks and savings and loans not to exceed federally insured amounts that have been approved by the State Treasury Board as a qualified public depository;
  - A. Money market funds that invest in U.S. Government backed securities;
  - B. Federally-insured certificates of deposit not to exceed \$250,000 per institution.
2. U.S. Treasury Obligations to include U.S. Treasury bills and notes, or any other obligation or security issued by or backed by the full faith and credit of the U.S. Treasury; and
3. Repurchase agreements in conjunction with bank sweep accounts collateralized by U.S. Government obligations.

E. Maturity

The maturities on investments shall be as determined by the Investment Plan as approved by Executive Director. In all instances, the final maturity shall be limited to **twelve (12) months** or less.

F. Reporting

The Director of Finance shall prepare the following reports for presentation on a monthly basis to the Executive Director:

1. Schedule of investments,
2. Interest Income year to date,
3. Current Yield, and
4. Yield to Maturity.

**EXHIBIT D**  
**INDENTURE OF TRUST**  
ARTICLE VIII

INVESTMENTS AND SECURITY FOR DEPOSITS

Section 8.1 Investment of Money in Funds. Subject to the provisions of any Supplemental Indenture, any money held in any Funds or Accounts established under this Indenture shall be separately invested and reinvested in any investments which are at the time legal investments for public funds of the type to be invested under Virginia law, including without limitation the Investment of Public Funds Act (Chapter 45, Title 2.2, Code of Virginia of 1950, as amended) ("Investment Act"), as presently in effect and as amended from time to time, or any successor provision of law, by the Authority, or if the holder of such fund is the Trustee, by the Trustee (at the written request and direction of the Authority).

Any such investments shall be held by or under the control of the Authority or the Trustee, as the case may be, and while so held shall be deemed a part of the fund in which such money was originally held. The earnings accruing on such investments, including any profit realized from them, shall be credited to such funds, and any loss resulting from such investments shall be charged to such funds. All investments held pursuant to this Section held by the Trustee shall mature or be subject to redemption at the option of the holder at the times at which the Trustee reasonably estimates the invested money will be needed for the purposes of the fund or account from which the investment was made. The Authority or the Trustee shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund is insufficient for its purposes.

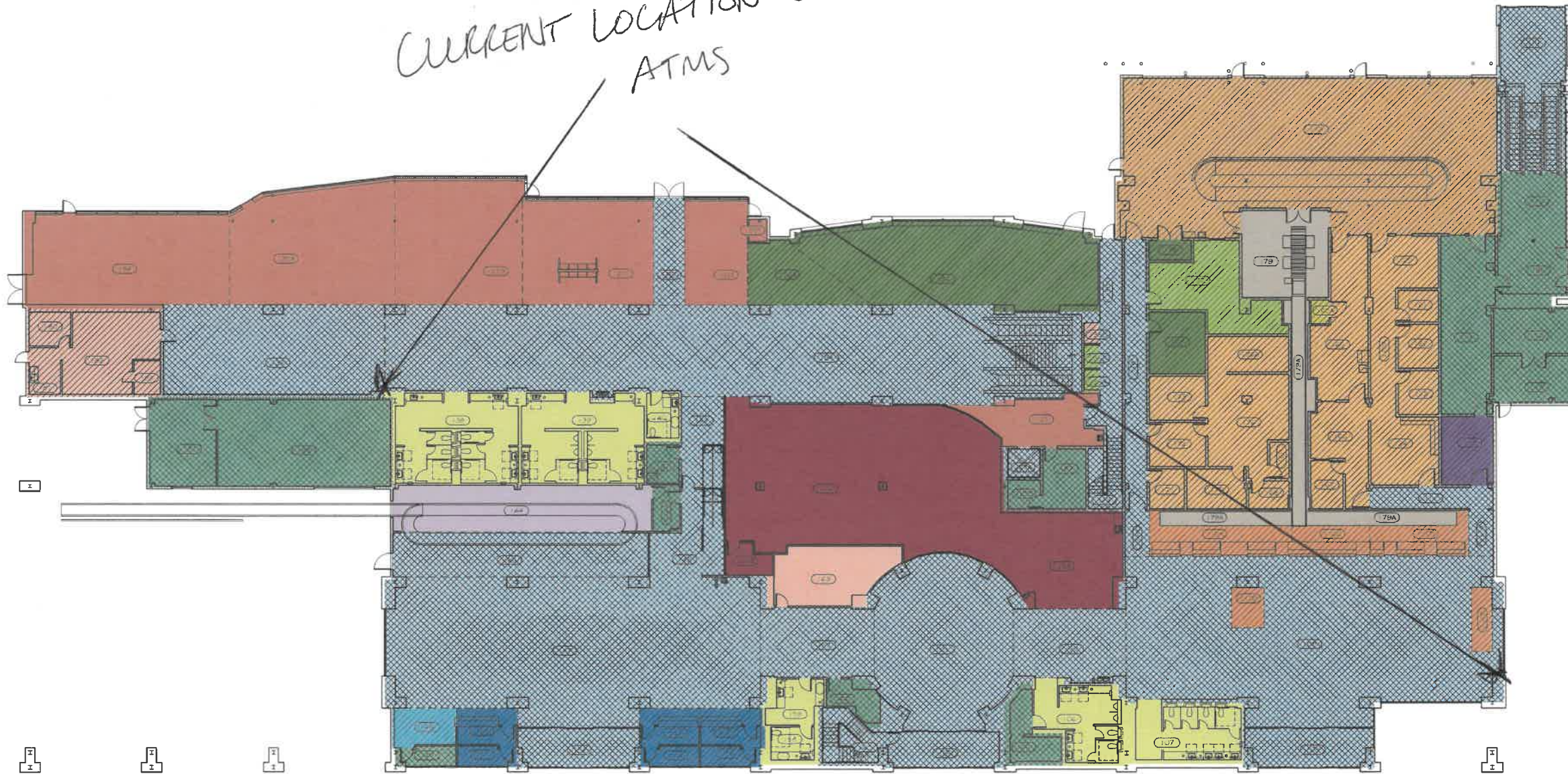
Section 8.2 Valuation of Investments. In computing the amount in any fund or account created by this Indenture, obligations purchased as an investment of money shall be valued at the lower of their cost or market value, exclusive of accrued interest, except  
(i) as otherwise provided in a Supplemental Indenture and (ii) that investments in the Debt Service Reserve Fund shall be valued as provided in Section 7.6(b).

Section 8.3 Security for Deposits. All money held in the funds created by this Indenture which are on deposit with any bank shall be continuously secured in the manner required by the Virginia Security for Public Deposits Act or any successor provision of law.



# Exhibit E

CURRENT LOCATION OF ATMS



## FIRST FLOOR PLAN

PRIVATE SPACE	AREA (S.F.)
AIRPORT ADMIN.	1,177
FOOD & BEVERAGE	2,015
ARNIC	30
AIRLINES	3,335
BADGING	235
RENTAL CAR	662
TICKET COUNTER	780
TSA	545
VENDING	151
HOLD ROOM	5,049
RESTROOM	2,573
BAGGAGE CLAIM	763
BAGGAGE MAKEUP	3,552
BAGGAGE SCREENING	1,056
SECURITY CHECKPOINT	3,237
UTILITIES	3,864
CIRCULATION	18,765

SPACE OVERLAY	
	PUBLIC SPACE
	PRIVATE SPACE
	SHARED SPACE



## EXHIBIT F GENERAL TERMS AND CONDITIONS

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

- 1.) **General Application.** These general terms and conditions apply to all Authority purchases of goods and services, including, without limitation, construction, insurance, and other services. They shall be deemed an integrated part of each contract entered into between the Charlottesville-Albemarle Airport Authority (“Authority”) and a non-governmental party. In the event of a conflict between these general terms and conditions and any other provision of a contract between the Authority and a non-governmental party, the provisions of these general terms and conditions shall govern the parties’ agreement.
- 2.) **Modification of contract pricing.** (VA. Code §2.2-4309). No fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of Authority’s governing body. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder from the consequences of an error in its bid, proposal or price quote.
- 3.) **Energy Forward Pricing Mechanisms.** (VA. Code §2.2-4329.1). For the purpose of budget risk reduction, Authority may use forward pricing mechanisms, consistent with Authority’s written policies and procedures governing the use of forward pricing mechanisms. Any contract for natural gas, heating oil, propane, diesel fuel, unleaded fuel, and any other energy source, but excluding contracts for the purchase of electricity, may include a forward pricing mechanism which either: (i) Obligates Authority to buy or sell a specified quantity of energy at a future date, at a set price or (ii) Includes an option for the sale or purchase of the contract.  
Forward pricing mechanism transactions shall be made only under the following conditions:  
(i) Authority’s obligations shall be subject to the availability and annual appropriation of funding;  
(ii) The quantity of energy affected by the forward pricing mechanism shall not exceed the estimated energy use for Authority for the same period, which shall not exceed 48 months from the trade date of the transaction; and (ii) a separate account shall be established by the contractor for operational energy for the Authority. Contractor shall be required to cooperate and assist Authority with any and all internal and external audit reviews, and with the preparation and submission of annual reports to Authority’s internal investment committee.
- 4.) **Modification (extension) of Contract Term** (VA. Code §2.2-4309). Authority may extend the term of an existing contract for services, to allow completion of any work undertaken but not completed during the original term of the contract. Any such extension of time shall be in writing and signed by an authorized representative of the Authority.
- 5.) **Annual appropriations condition.** For any contracts that cannot or will not be completed within a single fiscal year: notwithstanding anything in this contract to the contrary, beyond the initial fiscal year in which performance is commenced, Authority’s obligations are and shall be subject to and expressly conditioned upon the availability and appropriation of public funds by Authority to support continued performance in succeeding fiscal years. When funds are not appropriated or otherwise made available to support continuation of performance in a

succeeding fiscal year, the order for goods, or contractor's performance of services, as applicable, shall be canceled and the Contractor shall be reimbursed for the reasonable value of any goods ordered and received, and services completed, prior to the end of the preceding fiscal year.

- 6.) **No Discrimination by Authority** (VA. Code §2.2- 4310). In the solicitation or awarding of contracts, Authority shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. **THE AUTHORITY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS**, and shall comply with the requirements of VA Code §2.2-4343.1, as may be applicable.
- 7.) **No Discrimination by Contractor** (Contracts Over \$10,000) (VA. Code §2.2-4311). During the performance of a contract where contractor's compensation is more than \$10,000, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 8.) **Compliance with Federal Immigration Laws** (VA. Code §2.2-4311.1). The contractor expressly warrants and certifies that it does not, and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 9.) **Contractor's Authority to Conduct Business in Virginia** (VA. Code §2.2-4311.2). A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. A contractor that enters into a contract with Authority shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Authority may void any contract with a business entity for its failure to comply and remain in compliance with the provisions of this paragraph.
- 10.) **Drug-Free Workplace Requirement** (Contracts Over \$10,000) (VA. Code §2.2-4312). During the performance of a contract where contractor's compensation is more than \$10,000, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement

notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 11.) **Workers' Compensation Coverage** (Construction Contracts) (VA. Code §2.2-4332). No contractor shall perform any work on a Authority construction project unless and until he has obtained, and continues to maintain for the duration of the work, workers' compensation coverage required pursuant to the provisions of Chapter 8 (§ 65.2-800 et seq.) of Title 65.2.
- 12.) **Contractor's License** (Construction Contracts) (VA. Code §54.1-1115). No individual or business entity shall contract for, or bid upon, the construction, removal, repair or improvements to or upon real property owned, controlled or leased by Authority without a state-issued license or certificate, or without the proper class of license as defined in VA. Code § 54.1-1100 for the value of work to be performed.
- 13.) **Purchase of building materials, etc., from architect or engineer prohibited** (VA. Code §2.2-4374). No building materials, supplies or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person employed as an independent contractor by the Authority to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association or corporation in which such architect or engineer has a personal interest. No building materials, supplies or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the Authority to furnish architectural or engineering services in which such person has a personal interest. For purposes of this paragraph, the term "personal interest" shall have the meaning set forth within VA. Code §2.2-3101.
- 14.) **Bonds and alternate forms of security** (VA. Code §§2.2-4337 and -4338). Where any payment or performance bond, with surety, is required, each of the bonds shall be executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia. Each of the bonds shall be filed with Authority.

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

- 15.) **Required Insurance.** The specific insurance requirements for this contract, if any, ("Required Insurance") have been specifically set forth within the Specifications/Special Terms and Conditions of the procurement documents. All policies of Required Insurance shall be issued by

a company authorized to do business within the Commonwealth of Virginia. (See VA. Code§38.2-518).

Prior to award, the contractor shall be required to demonstrate that it has obtained the Required Insurance, and that each Required Insurance Policy has been endorsed (i) to name Authority, its officers, employees and agents as additional insured parties, and (ii) to confer rights upon Authority to receive at least 30 days' advance notice of cancellation or nonrenewal. Proof of insurance and required endorsements shall be demonstrated through production of copies of the Required Insurance policies and endorsements, or other evidence satisfactory to Authority. If a standard form insurance certificate is utilized, the insurance certificate must contain the Policy ID number(s) as well as the specific Endorsement Number(s), along with a description of the purpose(s) of the referenced endorsements.

- 16.) **Prompt Payment by Authority** (VA. Code §2.2- 4352, 2.2-4353) Authority shall promptly pay for the completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of the goods or services; or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after the invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Unless otherwise provided under the terms of the contract for the provision of goods or services, if Authority fails to pay by the required payment date then Authority shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- 17.) **Contractor's Tax ID** (VA. Code §2.2-4354(2)). Notwithstanding the foregoing, contractor shall have no right to receive payment from Authority unless and until (i) for an individual contractor, the contractor must provide his social security number to the Authority, and (ii) for proprietorships, partnerships, and corporations, any such entity must provide its federal employer identification number to the Authority.
- 18.) **Notice of defects or impropriety** (VA. Code §2.2-4352). Within 20 days after the receipt of an invoice, or of goods or services, the Authority shall notify the supplier of any defect or impropriety that would prevent payment by the payment date.
- 19.) **Interest**. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month on amounts owed by Authority to contractor which remain unpaid by the required payment date. (See VA Code §2.2-4354)

No interest penalty shall be charged when payment is delayed because of disagreement between Authority and a vendor regarding the quantity, quality or time of delivery of goods or services or the accuracy of any invoice received for the goods or services. The exception from the interest penalty provided by this paragraph shall apply only to that portion of a delayed payment that is actually the subject of the disagreement and shall apply only for the duration of the disagreement.

- 20.) **Retainage (Construction Contracts)** (VA. Code §2.2-4333). In any construction contract that provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least 95 percent of the earned sum when payment is due, with no more than 5 percent being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract for a public project



that provides for similar progress payments shall be subject to the provisions of this section.

- 21.) **Escrowed Retainage (Construction Contracts)** (VA. Code §2.2-4334). For a construction contract involving \$200,000 or more, for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, where portions of the contract price are to be retained, the contractor is authorized to elect to utilize an escrowed retainage procedure, via notification submitted with its bid submission.

In the event the contractor elects to use the escrow account procedure, the contractor shall execute an escrow form, substantially the same as that used by VDOT, and shall submit the executed escrow form to Authority within 15 calendar days after notification. If the escrow agreement is not submitted within the 15-day period, the contractor shall forfeit his rights to the use of the escrow account procedure. Any designated escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth. If the construction contract includes payment of interest on retained funds, the contractor shall, exclusive of reasonable circumstances beyond the control of the contractor, be required to pay a penalty specified within the construction contract for each day exceeding the completion date stated in the contract.

- 22.) **Payment of subcontractors required** (VA. Code §2.2-4354) Within seven days after receipt of amounts paid to the contractor by Authority for work performed by the subcontractor under that contract the contractor shall: (a) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (b) notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from Authority for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (b), above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor pursuant to this payment clause shall not be construed to be an obligation of Authority. No contract modification shall be made for the purpose of providing reimbursement for the interest charge, and no cost reimbursement claim shall include any amount for reimbursement for the interest charge.
- 23.) **Contract disputes and claims** (VA. Code §2.2- 4363). Written notice of the contractor's intention to file a claim, whether for money or other relief, shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. Contract claims, whether for money or other relief, shall be submitted in writing to the Authority no later than 60 days after the contractor's receipt of final payment; provided, however, that written notice of the contractor's intention to file a claims shall have been given at the time of the occurrence, or at the beginning of the work, upon which the claim is based. Claims shall be considered by Authority in accordance with VA Code §2.2-4363.

The final decision of Authority shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by Authority, by instituting legal action as provided in VA Code §2.2-4364.

- 24.) **Trade Secrets; Proprietary Information.** Except as provided in VA Code §2.2-4342, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (VA Code § 2.2-3700 et seq.). Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records. Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction or prequalification application shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); provided that the bidder must (i) invoke the protections of the referenced VA. Code section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Each bidder is solely responsible for protecting its trade secrets or proprietary information in accordance with these instructions.
- 25.) **Applicable Law.** Any contract resulting from a Authority procurement transaction shall be governed in all aspects by the laws of the Commonwealth of Virginia, without regard to conflict of laws' provisions, and any litigation with respect thereto shall be brought in the Circuit Court for Albemarle County, Virginia, or other court presiding within the territory in which Authority is situated.
- 26.) **No Collusion** (VA. Code §18.2-498.4). Any person offering or agreeing to transact business with Authority may be required to submit a certification that the offer or agreement or any claim resulting therefrom is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; or any act of fraud punishable under this article.
- 27.) **No Waivers of Sovereign or Governmental Immunity.** No action or omission of Authority, and no terms, conditions or provisions within any contract resulting from this procurement transaction, shall be deemed or construed as a waiver of any sovereign or governmental immunity to which Authority may be entitled under the laws of the Commonwealth of Virginia, or any applicable federal law.

---

# EXHIBIT G

## Non-AIP Contracts

---

### FEDERAL REQUIRED CONTRACT PROVISIONS FOR NON-AIRPORT IMPROVEMENT PROGRAM (AIP) CONTRACTS

#### A1 CIVIL RIGHTS - GENERAL CIVIL RIGHTS PROVISIONS

##### Clause that is used for Contracts GENERAL CIVIL RIGHTS PROVISIONS

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 subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### A2 CIVIL RIGHTS – TITLE VI SOLICITATION NOTICE

Dollar Threshold: \$0

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

#### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, 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.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books,

records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title 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 USC 1681 et seq).

### **A3 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

#### **SOLICITATION CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate 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.