



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

**Charlottesville-Albemarle Airport (CHO)**

**RFP NUMBER**

**RFP# 2023-02**

**RFP TITLE**

**HVAC Full Service and Preventative Maintenance  
Systems and Equipment**

**PURPOSE**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide full service and preventative maintenance for the HVAC mechanical systems and equipment for the Terminal and Aircraft Rescue and Firefighting Buildings at the Charlottesville-Albemarle Airport (CHO).

**DEADLINE FOR  
RFP SUBMISSIONS**

**Deadline for Receipt of Proposals:  
September 1, 2022 - 2:00 P.M. Eastern Time**

**SUBMIT RFP TO  
THIS ADDRESS**

**Deliver Proposals To:**  
**Charlottesville-Albemarle Airport Administration Office,**  
**100 Bowen Loop, Suite 200,**  
**Charlottesville, VA 22911**  
**Attention: Jason Devillier**

**INSTRUCTIONS  
FOR  
SUBMITTING  
PROPOSALS  
(SEE SECTION  
2 of RFP  
#2023-02)**

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

See RFP #2023-02 Section 2 for Instructions

**DIRECT ALL INQUIRES  
TO**

<b>NAME</b>	Jason Devillier
<b>TITLE</b>	Director of Construction & Maintenance
<b>PHONE #</b>	434/973-8342 x 103
<b>FAX #</b>	434/974-7476
<b>EMAIL</b>	<a href="mailto:jdevillier@gocho.com">jdevillier@gocho.com</a>
<b>WEB SITE</b>	<a href="http://www.gocho.com/organization-info/public-notices/">http://www.gocho.com/organization-info/public-notices/</a>

**DATE RFP ISSUED: July 26, 2022**

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## 1.0 GENERAL INFORMATION

### 1.1 Introduction/Background

The Charlottesville-Albemarle Airport Authority (“Authority”) is a political subdivision of the Commonwealth of Virginia, created in 1984 by the Virginia Acts of Assembly. The Authority board consists of the City Manager, the County Executive, and one private citizen appointed from the Charlottesville Albemarle Joint Airport Commission. The Commission is an advisory group consisting of seven members appointed by the Charlottesville City Council and the Albemarle County Board of Supervisors. The Authority owns and operates the Charlottesville-Albemarle Airport (“CHO” or “Airport”) which serves the greater Central Virginia region. The daily management of the airport is overseen by the Chief Executive Officer and a staff of approximately 50, including the following departments: parking, administration, customer service, marketing, maintenance, and public safety.

CHO is a non-hub commercial facility served by three major airlines:

*\*\* Flight schedule varies*

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

This Request for Proposal (RFP# 2023-02) is issued on behalf of the Charlottesville - Albemarle Airport Authority by Jason Devillier who is the sole point of contact for the Authority during the procurement process. Copies of the RFP may be obtained by contacting him via email: [jdevillier@gocho.com](mailto:jdevillier@gocho.com)

### 1.2 Definitions

The following definitions are used throughout the RFP.

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

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

**“Contractor”** means offeror awarded the contract.

**“DCM”** Director of Construction and Maintenance

**“Offeror/offeror”** means a firm submitting a proposal in response to this RFP.

**“RFP”** means and refers to this Request for Proposals, dated July 26, 2022.

### 1.3 Scope of Services

A complete preventative maintenance program on HVAC mechanical systems/equipment comprises the work for this proposed contract at the Charlottesville-Albemarle Airport. The contract will commence on October 1, 2022, for a period of one (1) year with a possible renewal for four (4) one-year periods. The Director of Construction & Maintenance will oversee the performance of the contract and assure it meets Airport criteria and standards.

Successful offeror will provide all trained personnel who are specialists in the field of service and maintenance. Technicians servicing the site are to be OEM factory trained. Training documentation must be provided in the offeror's proposal. Successful offeror shall provide resumes for newly assigned personnel. A Metasys software subscription must be included in the contract. In addition to the services listed below, the successful offeror may be called upon to provide other services as needed. Special projects and costs associated with those will be approved on a case-by-case basis.

#### **A. Existing Facilities**

The existing facilities include the following: Airport Terminal Building, Aircraft Rescue and Fire Fighting Building, Storage Garage (Old Fire House Building), Snow Removal Equipment & Maintenance Facility (SRE), Landside Operations Building, Parking Booths and airfield vault.

The following are some of the major systems to be included in the service agreement but are not inclusive of the scope of services:

- Air Conditioning Equipment
- Heat System/Boiler Equipment
- Johnson Metasys Digital Controls
- Water Treatment
- Pneumatic and Electronic Controls

#### **B. Type of Coverage – Total Services Provided during normal working hours:**

##### **Parts and Labor Coverage**

The successful offeror will furnish the following:

- All necessary repair and renewal parts (filters) and lubricants required to maintain the equipment in proper operating condition, including replacement of UV antibacterial lighting at the manufacturers recommended replacement schedule.
- All necessary adjustments and inspections to maintain equipment in proper operating condition
- Refrigerant coverage as specified in each section
- Provide parts coverage for miscellaneous replacement of relays and controls for control panel(s), starter tex valves, oil burners, coils contactors, compressor motors, fans fan motors/shafts, VAV boxes, computers and associated parts, pumps, air handler shafts, make up water switches/valves, hot water, chilled water, condenser water pump motors
- Perform a minimum of 12 inspections in accordance with the services detailed herein. Equipment usage will determine the frequency of additional inspections

### **C. Inspection Checklist:**

At the time of each inspection, the following will be done as necessary and applicable, to keep the system operating properly and with maximum energy efficiency:

- Lubricate all moving parts and check compressor(s) oil level and operating conditions.
- Check for proper refrigerant charge to insure optimum performance.
- Check for proper refrigerant leaks, repair leaks and replace any refrigerant lost to insure optimum performance.
- Supply new compressor oil, oil filter, refrigerant filters and filter driers, as required.
- Check and change all filters associated with all systems
- Check condition and settings of panel controls, operating controls and safety controls, to insure optimum performance and reliability.
- Check condition of thermometers and gauges to insure validity of log readings.
- Check and adjust, repair or replace as necessary oil capacity, temperature and safety controls including thermometers and gauges..
- Determine level of tube/coil fouling from analysis of available log reading(s) taken during inspection.
- Conduct a yearly meg-ohm stator winding test of compressor motor(s).
- Annually, conduct a start-up inspection including complete log readings. These readings are to be used as a basis for analysis of readings taken throughout the operating season.

### **D. Inspection Report:**

A detailed report of each inspection will be issued to the Authority. This report will include equipment log readings taken during inspection, a report on the condition of those items inspected, a listing of recommended repairs, repairs performed and recommendations on reducing energy consumption.

### **E. Chiller**

#### Annual Work (First Quarter)

- Furnish labor and materials to perform annual start up measures. Materials to include:
  - Oil and Refrigerant Filters
  - Oil change (10 gallons)
  - Purge unit desiccant driers/filters
  - R-123 refrigerant consumed during annuals
  - Oil analysis with Spectoanalysis reports

- Leak checking: Furnish labor and materials to perform a positive pressure leak check of the entire chiller.
- Conduct meg-ohms stator winding test of compressor motor.
- **Control Panel:** Conduct electronic diagnostic testing of control center verification of safety, operating, alarm controls and annunciation. Conduct voltage check of micro-board, LED display, analog board output board, thermistors & transducers.
- **Starter:** Conduct electrical verification of the run and start transitions. Test all safeties, interlocks and display components. Tighten electrical connections and log all initial run conditions (FLA, acceleration rate, ground fault trip settings).
- **Tube Inspections:** Conduct annual visual inspection of condenser tubes and brush clean up to once per year or as needed. Conduct fouling analysis from log readings and verify water treatment measures.

#### Quarterly Operating Inspections

- Conduct a thorough log reading of chillers operating and control characteristics
- Inspect all joints, fittings and connections for obvious deficiencies.
- Check oil level of sump and add oil as needed. Check oil filter pressure drop and determine level of filtration.
- Check refrigerant level and add refrigerant as needed. Verify source of expulsion.
- Check operation or purge unit, oil pump, control panel devices, starter and compression ratio.
- Lubricate all moving parts.
- Check condition and validity of thermometer and gauges.
- Determine level of tube fouling from analysis of log readings. Adjust water treatment accordingly.

### **F. Cooling Tower**

The Contractor will furnish the required Preventative Maintenance measures for the Cooling Tower as follows:

#### Annual (First Quarter)

- Clean all controls, positioners and safeties for proper operation.
- Lubricate all moving parts and note travel of cascade bearings and sleeves within driveline.
- Clean fan wheels/blades of collectable debris.
- Disassemble float assembly and clean and service as needed.
- Verify float operation surface within the wet side of the tower casing, fill and basin (sump).
- Meg-ohms motor windings of fan motor and check motor for alignment and structural vibration.

#### Quarterly Operating Inspections

- Check level of sump and operation of make-up water valve.
- Check blow down cycle and controls.
- Check tower's controls, heaters and motor starter.
- Lubricate, as needed, driveline.
- Check validity of open loop water treatment with tower's condition and status.

## **G. Boilers/Hot water heater**

The following scope of service will be performed as necessary and applicable to keep the heating system operating properly and with optimum energy efficiency:

- Inspect oil burner, controls, gauges, hand valves and pumps for proper operation. (annually)
- Clean fuel nozzles and chambers, as needed.
- Lubricate all moving parts, as required, monthly and annually.
- Check and test operating and safety controls annually.
- Verify proper equipment operation through available log readings or readings taken during inspections. (monthly)
- **Efficiency Analysis Service** – perform combustion tests and adjust oil burner for maximum efficiency once per year or as needed.
- **Seasonal Start-Up/Shutdown** – provide seasonal (winter) start-up and shutdown of the heating system, including all necessary adjustments and preventative maintenance.

## **H. Air Handlers**

The Contractor will furnish and perform the necessary preventative maintenance measures to keep the air handlers operating properly and efficiently:

- Check motor, pulleys and drives for proper alignment, tension and lubrication (monthly and annually).
- Check R.A., O.A., and E.A. dampers for proper operation, stroke and seating (annually or on a regular basis).
- Check heating and cooling coils for proper water flow, air pressure drop and heat transfer. Clean up to once per year as needed.
- Check all vibration mounts, interior bases and flex connectors for operation and integrity (monthly and annually).
- Lubricate all drives and motors (monthly).
- Check electrical terminal connections on motors and unit-mounted controls (annually).
- Filter changes: Check incline manometers or air pressure drop sensors for filter media efficiency. Check and/or change filters monthly or as needed.

The Contractor will stock one (1) filter change of media at jobsite. The Contractor will maintain this inventory and minimize floor space and obstruction to the facility.

## I. VAV boxes

The Contractor will furnish the required preventative maintenance for the fan powered and non-fan powered VAV boxes to provide efficient and proper operation. All automation controls maintenance and adjustments to provide proper operation with the York ISN/Direct Digital Controls.

### Annually

- Check airflow sensors, fan motors, dampers, limit settings, linkages, damper motors and duct connections.
- Lubricate linkages, fan motors and damper operator(s).
- **Filters:** Contractor will maintain a filter change cycles of R.A. media every quarter (every three (3) months). Additional filter changing will be done, as needed, and made a part of this proposal.

## J. Temperature Controls

The following scope of service, to include parts and labor, will be performed as necessary and applicable to keep the pneumatic temperature control system operating properly and efficiently.

### Quarterly

- Check air compressor and refrigerated air drier operation, oil, oil pressure, filters, refrigerant, valves, belts motor and safeties.
- Review and check all dampers, pilot positioners, control valves solenoid valves, PE switches and auxiliary control devices.
- Check and calibrate all transmitters, receivers and gauges.
- Lubricate all moving parts, as required.
- **Seasonal Testing and Calibration:** furnish seasonal (summer and winter) testing and calibration of the control system for proper operation, temperature control, and energy efficiency.

## K. D.D.C. Temperature Control System

### Quarterly

Scheduled service visits shall be performed by a certified, trained Metasys Technician and shall include but not limited to the following tasks:

- Check with Charlottesville-Albemarle Airport Management for operational deficiencies
- Maintaining calibration of all sensors and controllers
- Repairs to Metasys systems as needed by the Airport
- Scheduled backup of the Metasys system
- Inspection of the NAE controllers



- Check communications status of all points
- Check for any overrides
- Check for alarms
- Check software bias of AI offset on field sensors
- Check software offset for AO points
- Tighten electrical connections
- System backup prior to a major repair (as required)
- Clean areas around equipment
- Complete any required maintenance checklists, report observations to Charlottesville-Albemarle Airport Management
- Make sure maintained staff are receiving all alarms (text, e-mail, etc.)
- Other tasks as needed per directions of the DCM or designee
- Offeror will notify DCM of any adjustments or improvements needed for budgets.
- Check all Johnson panels for logic and system operation

#### **L. Water Treatment**

The following scope of service will be performed by the Contractor as necessary and applicable, to provide water treatment to keep the operating systems working properly and with optimum energy efficiency:

- Check, test, and adjust all chemical bleed and feed equipment for proper operation.
- Test the system for evidence of corrosion, algae growth, scale, or slime.

In addition, the Contractor will perform the following services:

- Furnish water treatment and testing coverage for the cooling tower (open system). (monthly)
- Drain and flush the open loop as needed.
- Furnish water treatment coverage for boiler(s) (closed loop). (monthly)
- Furnish water treatment and chemical testing of the closed loop water systems up to twice per year.
- Maintain adequate chemical supply.

#### **M. Remote Monitoring**

The Contractor shall remotely monitor the terminal HVAC system's operation through the "METASYS" monitoring software, and provide for notification of up to three (3) designated members of CHO operations/maintenance team, of any

unusual or malfunctioning components within the terminal HVAC. Remote monitoring shall include off site diagnostics and troubleshooting of HVAC operations outside normal parameters.

**N. Type of Coverage – Total Services Provided after working hours, weekends and holidays:**

The Contractor shall provide all the above required during normal working hours. If it becomes necessary to return any facility's HVAC to normal operational services afterhours, weekends and holidays, the contractor shall be allowed to remotely diagnose the terminal HVAC operational performance and troubleshoot service issues. If issue(s) cannot be remotely resolved, the contractor shall dispatch a service technician, within two (2) hours of the initial notification of trouble with the HVAC, regardless if the notification is via phone contact, or "trouble" alert through the remote monitoring.

1.4 Clarification of the specifications

All inquiries concerning this RFP must be directed in writing to the **Director of Construction & Maintenance** (electronic mail is the preferred method), and sent to:

**Mailing Address:**

**Mr. Jason Devillier  
Charlottesville-Albemarle Airport  
100 Bowen Loop, Suite 200  
Charlottesville, Virginia 22911**

**Email:** [jdevillier@gocho.com](mailto:jdevillier@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 1.6)

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.

1.5 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) by completing Attachment D.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any addendums thereof.

#### 1.6 Calendar of Events

Listed below are specific and 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/>.

DATE	EVENT
July 26, 2022	Date of issue of the RFP
August 8, 2022	Pre-Proposal Meeting - 10:00 a.m. in the rotunda area of the terminal. <b>Attendance is not mandatory.</b>
August 17, 2022	Last day for submitting written inquiries (2:00 p.m. Eastern Time)
August 22, 2022	Response to RFP Questions
September 1, 2022	Proposal Submission Deadline (2:00 p.m. Eastern Time)
Sept. 7-12, 2022	Review of Proposals/Interviews/Negotiations
September 15, 2022	Notice of Intent to Award will be posted on Authority's website
October 1, 2022	Contract start date

#### 1.7 Contract Term

The contract shall be effective for one (1) year, with four (4) additional, mutually agreed, one (1) year options. At the expiration of each one (1) year period, the Contractor's performance will be evaluated and upon mutual agreement, the contract may be extended for one (1) additional year. The Authority retains the option to review the performance, prices and service of the Contractor. The Contractor may submit revised prices for consideration at that time.

#### 1.8 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 you need accommodations at the pre-proposal meeting or RFP opening, please contact Jason Devillier, Director of Construction & Maintenance at [jdevillier@gocho.com](mailto:jdevillier@gocho.com)

## **2.0 PREPARING AND SUBMITTING A PROPOSAL**

### **2.1 General Instructions**

Proposals shall be signed by an authorized representative of the Offeror, indicating the offerors agreement to be bound by the offer submitted to the Authority for a period of not less than 60 days from the date that is the deadline for receipt of proposals.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the 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.

Unless otherwise noted, no proposal may be withdrawn from consideration for 60 days from quotation opening.

### **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 replying 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 1.6, above). All proposals will be time-stamped 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#2023-02, HVAC Full Service and Preventative Maintenance Systems and Equipment
- Deadline (date and time) for Submission of Proposals

## 2.5 Required Copies

Offerors must submit **an original and three (3) complete copies of its proposals.**

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format burned to a flash drive.**

## 2.6 Electronic Submittals

Proposals for RFP#2023-02 may be submitted electronically via email to [jdevillier@gocho.com](mailto:jdevillier@gocho.com). **Offerors are still required to submit hard copies of an original and three (3) complete copies of its proposals as well as one complete electronic copy in Microsoft Word or PDF format burned to a flash drive. A tracking number associated with the mailing of the required hard copies must be provided within the electronic submission.**

All proposals received electronically are to be submitted as an email attachment in PDF format by July 26, 2022 at 2:00 PM Eastern Time. **The subject line of the email must read: "RFP#2023-02 HVAC Full Service and Preventative Maintenance Systems and Equipment."**

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

Offerors who deliver submissions via email do so at their own risk; the Authority does not take responsibility for any emailed submission that:

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

## 2.7 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:

- Proposal Forms (Attachment A to this RFP)
- Introduction (See Section 4.2 of this RFP)
- Contractor Qualifications/General Selection Criteria (See Section 4.3)

- of this RFP)
- Contractor Services Provider Qualifications (See Section 4.4. of this RFP)
- Statement of Experience and Qualifications (See Section 4.5 of this RFP)
- Pricing & Fees (See Section 4.6 of this RFP)
- Attachments (Additional Information the offeror submits)

## 2.8 Reservation of Rights

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

## 3.0 PROPOSAL SELECTION AND AWARD PROCESS

### 3.1 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:

Description	Percent
1. General requirements - Conformance with format and content requirements (Section 4.1 and 4.2)	10
2. Organizational Capabilities (Section 4.3)	30
3. Staff Qualifications (Section 4.4)	10
4. Project Approach - Firm's demonstrated understanding of the scope of the project and the project objective (Section 1.2 and 4.5)	30
5. Pricing and Fees (Section 4.6)	20
TOTAL	100

### 3.4 Negotiations and Interviews

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. Negotiations and interviews 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 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. A sample contract is included as Attachment E. Attachments B and C contain the state and federal requirements that must be included in contracts issued by the Authority.

### 3.7 Notice of Intent to Award

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

## 4.0 GENERAL PROPOSAL REQUIREMENTS

#### 4.1 Proposal Forms (Attachment A)

- General information i.e., legal business name, contact information, address and phone numbers for contract administration, etc.
- Structure of the business and relevant information
- Financial Data
- References
- Signatures
- Certificate of No Collusion
- Price Sheet

#### 4.2 Introduction

- Brief overview of the firm to include the size of the firm and other general/introductory information.

#### 4.3 Contractor Qualifications/General Selection Criteria

- Capacity of the Offeror to accomplish the necessary services in the required time frame and with a commitment to quality.
- Stability and continuity of the firm's personnel and management structure.
- Flexibility, accessibility, availability and qualifications of the Offeror's staff.
- Qualified and trained service personnel that are directly employed by the Service Company shall perform services that are to be provided. Subcontracting portions of the systems or services requested in this specification shall not be allowed without prior written consent of the Airport Authority. Resumes of the assigned staff shall be included in the proposal.
- Offeror's experience in working with Johnson Metasys Digital Controls, York Chillers, any variable speed drives.
- The Service Company shall supply data that indicates the use of a uniform and detailed method by which preventative maintenance tasks are defined, scheduled, recorded, updated and processed, preferably by computer programs and procedures.
- Availability of parts of all system components shall be addressed.

#### 4.4 Contractor Services Provider Qualifications—Provide the following information:

- Provider shall have the following **minimum** number of service technicians employed by the local office: one (1) Chiller Technician, one (1) General Technician and one (1) Controls Technician.
- Provider shall have a personal protective equipment (PPE ) policy that addresses minimum PPE (hardhat, cut resistant gloves, safety glasses, work boots with leather upper and rubber soles) and track-specific PPE requirements.
- Provider shall have an Electrical Safety Policy that addresses the specific PPE and arc/flash protection required when performing work on live electrical equipment (meets NFA 70E).
- Provider shall be:



1. Currently licensed General Contractor in the state of Virginia.
  2. Currently Licensed HVAC Contractor in the State of Virginia.
  3. Base of Operations located within the state of Virginia. Provide SCC Registration #.
- Provider shall have at least two (2) technicians capable of working on the system on call during and after hours and holidays with an escalation process if further assistance is needed.
  - Provider's technicians shall be equipped with a cell phone and the numbers provided to the Director of Construction & Maintenance for direct contact with the Technician.
  - Provider shall have a system to schedule, dispatch, and manage schedule service and unscheduled requests.

#### 4.5 Statement of Experience and Qualifications

- Each proposal shall include a Statement of Qualifications & Experience with the following types of equipment, but not inclusive to only these units and/or models:

York 180 ton Chiller  
York Air Handlers 20hp, 40hp, 10hp  
York Variable Speed Drives  
Mitsubishi Stand-alone units  
VAV boxes and controls  
Johnson Metasys Digital Controls  
Johnson Metasys Remote Monitoring

- Proposals must explain, in detail, all work to be subcontracted, and each proposed subcontractor must include a Statement of Experience and Qualifications

#### 4.6 Pricing and Fees (Attachment A)

Proposed costs to include:

- Proposals shall include the price of services on an annual basis for the potential five (5) year contract term, including preventative maintenance and required contract services for all HVAC systems and equipment on airport facilities as well as hourly rates for after hours, weekends and holiday work.
- All professional fees associated with the initial walk through, random evaluation, and service of the equipment during a potential five (5) year contract term.

### **5.0 MINIMUM INSURANCE REQUIREMENTS**

By signing and submitting a bid/proposal under this solicitation, the bidder/offeror certifies that if awarded the contract, it will purchase and maintain, at its sole

expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the bidder's/offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the bidder/offeror or for whose acts it may be liable: Each policy shall contain endorsements entitling the Authority to not less than 30 days prior written notice of any material change, non-renewal, or cancellation of the insurance. Liability coverage shall list the Authority and its officers and employees as additional insureds. An endorsement must be issued by the insurance company and accompany the evidence of coverage provided. These certificates shall be provided to the Owner upon execution of this Contract, then again (without demand by the Owner) on or before the expiration date of any policy.

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

## **6.0 ATTACHMENTS**

Attachment A: Proposal Forms

Attachment B: General Terms and Conditions

Attachment C: Federal Required Contract Provisions for Non-Airport Improvement (AIP) Contracts

Attachment D: Acknowledgement of Receipt of Addendums(s) to RFP# 2023-02

Attachment E: Sample Contract



**Attachment A**

**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.

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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):

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3. Telephone number of offeror:

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Contact (name and title):

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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:

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Explain:

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

## SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, furnish the following:

1. Name in full: \_\_\_\_\_

2. Residence Address: \_\_\_\_\_

3. Business Address: \_\_\_\_\_

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:	_____	_____	_____
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Number of nonvoting shares:	_____	_____	_____
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Number of shareholders:	_____
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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:

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 no older than March 2022. 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.

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### 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

Offeror must provide at least four (4) client references for which services as identified in this RFP have been provided, including the following information. These references will be used to illustrate the vendor's ability to supply the services sought in the RFP.

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

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

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

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

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

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

Date services were provided: \_\_\_\_\_

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

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

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

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

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

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

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

Date services were provided: \_\_\_\_\_

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

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**REFERENCE NO. 3:**

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

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

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

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

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

Date services were provided: \_\_\_\_\_

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

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

**REFERENCE NO. 4:**

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

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

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

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

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

Date services were provided \_\_\_\_\_

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

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

**OFFEROR'S SIGNATURE**

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

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 CORPORATION, the duly authorized officer(s) must sign as follows:

The undersigned certified that they are respectively

\_\_\_\_\_ and \_\_\_\_\_

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

of the corporation named below; that they are designated to sign this Proposal Form by the resolution (attach Certified Copy) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

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

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

\_\_\_\_\_
Title

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

\_\_\_\_\_
Title

Dated: \_\_\_\_\_

(If a PARTNERSHIP, a general partner must sign; if a CORPORATION, the authorized corporate officers must sign, and the corporate seal must be affixed hereto.)

OFFEROR: \_\_\_\_\_

(Affix seal if applicable)

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary

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

**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.)

**OFFEROR PRICE SHEET**

HVAC Full Service and Preventative Maintenance Systems and Equipment:

\$ \_\_\_\_\_ October 2022- September 2023

\$ \_\_\_\_\_ October 2023- September 2024

\$ \_\_\_\_\_ October 2024- September 2025

\$ \_\_\_\_\_ October 2025- September 2026

\$ \_\_\_\_\_ October 2026- September 2027

List other potential fees, i.e, hourly rates for nights, weekends and holidays, etc.



## Attachment B

### 6.0 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:  
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.  
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. 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.
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.

**Attachment C:**  
**Federal Required Contract Provisions for Non-Airport Improvement (AIP) Contracts**

**C1 CIVIL RIGHTS - GENERAL CIVIL RIGHTS PROVISIONS**

The 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.

**C2 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).

### C3 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.

### C4 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**ATTACHMENT D - Offeror's Acknowledgment of Receipt of  
RFP #2023-02 Addendum(s)  
FOR HVAC FULL SERVICE AND PREVENTATIVE MAINTENANCE  
SYSTEMS AND EQUIPMENT**

**NAME OF FIRM:**

As per Section 1.5 of the RFP, if it becomes necessary to provide additional clarifying data or information or to revise any part of this RFP, written addendums will be posted on the Authority's website <http://www.gocho.com/organization-info/public-notices/>.

It shall be the Offerors' responsibility to regularly monitor the Authority's website for any such postings. Offerors must acknowledge the receipt/review of any addendum(s) on this Attachment D.

List any/all addendum(s) that have been received/reviewed by your firm:

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OFFEROR'S SIGNATURE

## ATTACHMENT E: SAMPLE CONTRACT

### HVAC FULL SERVICE AND PREVENTATIVE MAINTENANCE SYSTEMS AND EQUIPMENT

October 1, 2022

#### AGREEMENT

1. Services to be provided.

Contractor agrees to provide the HVAC Full Service and Preventative Maintenance services (together with necessary equipment, personnel) with respect to the Facility (the Services):

See Exhibit A: Request for Proposal

2. The Facility

The Owner reserves the right, in the exercise of its sole discretion, to remodel, expand, withdraw or otherwise modify the Facility or the operation thereof to accommodate the public interest. Owner shall have the right at all times during the term of this contract to change or rearrange entrances and exits, and to use (temporarily or permanently) such portions thereof as Owner determines is necessary or appropriate for any lawful purpose.

3. Term

The length of the contract shall be for one (1) year, commencing October 1 through September 30, 2023. The contract can be renewed for four (4) additional one (1) year periods. At the expiration of each one year period, the Contractor's performance will be evaluated and upon mutual agreement, the contract can be extended for one (1) additional year. The Authority retains the option to review the performance, prices and service of the Contractor. The Contractor may submit revised prices for consideration at that time. During the initial term of the contract, the Contractor may not cancel the contract, except in accordance with paragraph 19.

4. Consideration

As consideration for performance of the Services, Authority shall pay Contractor quarterly, as follows: \_

Year One (1): \$ \_\_\_\_\_

Payment shall be made, upon invoice, for the preceding quarter no later than 15 days after receipt of the invoice.

5. Authority's Obligation

Authority shall have the following obligations with respect to performance of the Services:

- a. Equipment: Authority shall provide as described in Exhibit B, for use in performance of the Services.
- b. Maintenance: In this contract, Authority shall maintain the structural integrity of the Facility in good condition and repair, as determined by the Airport Authority.

6. Contract Administration

Each party designates the following as its representative for purposes of notice pursuant to paragraph 22, and for purposes of administering this contract:

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authority: Director of Construction & Maintenance  
Charlottesville-Albemarle Airport Authority  
100 Bowen Loop, Suite 200  
Charlottesville, VA 22911

Either party may change its designated representative by giving written notice to the other.

7. Performance of Services

Contractor shall perform the Services with a high degree of professionalism, and shall at all times during the term of this contract strictly comply with the following requirements:

- a. Supervision: Contractor shall identify a company representative to serve as primary liaison with the client.
- b. Personnel: Contractor acknowledges the high degree of importance the Airport Authority places on the public interest served by Contractors in the facility. Contractor's personnel shall at all times be neat, clean and courteous, and Contractor shall not permit its employees or agents to conduct themselves in a loud, noisy, boisterous, offensive, or objectionable manner. Upon objection from Authority agents, Contractor shall forthwith take all steps necessary to remove the cause of the objection. Upon the employee's or agent's failure to immediately and properly correct his or her conduct, Contractor shall promptly cause his or her employment at the Facility to be terminated.
- c. Hours of Operation and Staffing: Contractor shall provide the Services according to the schedule described in Section 1.3 of the Request for Proposals: Scope of Work, and

provide sufficient personnel to perform the Services in the manner required by this contract. Authority reserves the right to increase the hours of operation of the Facility. The written approval, and may be changed only upon further written approval of the Authority.

Contractor shall provide such additional personnel as the Authority may reasonably require for performance of the Services. Contractor shall make provision for emergency personnel to perform the Services in the event some or all of the regular personnel are unavailable for any reason. Emergency service is to be provided within 2 hours of a call for service unless waived by the Authority.

- d. Reports: Contractor shall deliver to the Authority, in a format prescribed by the Authority, a report of Contractor's activities relating to regular PM work, normal maintenance or emergency services. This report shall be delivered to the Director of Construction & Maintenance after completion of the work.

## 8. Contractor's Obligations

In addition to performance of the Services, Contractor shall, at its own expense, repair, or have repaired all damages to the Facility and Authority-owned equipment resulting from the negligence, abuse, misuse, or willful misconduct of Contractor or its' employees or agents. If Authority's owned equipment is, in the Authority's opinion, damaged beyond repair, Contractor shall replace such equipment at its own expense with equipment of a quality equal to or better than the damaged equipment.

## 9. Prohibition on Unrelated Activity

Without prior written approval from the Authority, the Contractor shall not engage in or permit any of its employees, agents, or contractors to be engaged in any activity at the Facility, lawful or unlawful, other than as specified or permitted under this contract.

## 10. Indemnification

Contractor shall indemnify and hold harmless the Airport Authority, its officers, agents, and employees from and against any and all claims, actions, liabilities, costs, including costs of defense, arising out of or in any way related to performance of the Services or other actions or failure to act by Contractor or Contractor's employees, agents officers, and contractors.

## 11. Relationship of Parties

Whether Contractor is a corporation, partnership, other legal entity, or an individual, Contractor's relationship to the Authority is that of an independent contractor. If Contractor is an individual, contractor's duties will be performed with the understanding that Contractor is a self-employed person and has special expertise as to the Services, and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by Contractor; however, the nature of the services and the results to be specified by the Authority. Contractor is not to be deemed an employee or agent of the Airport Authority and has no authority to make any binding commitments or obligations on behalf of Airport Authority except to the extent expressly provided herein.

## 12. Subcontracting

Contractor shall not subcontract its work under this contract, in whole or in part, without the Airport Authority's prior written approval, which may be withheld for any reason. Contractor shall require any approved contractor to agree, as to the portion subcontracted, to comply with all obligations of Contractor specified in this contract. Notwithstanding Authority's approval of a subcontractor, Contractor shall remain obligated for full performance of this contract and the Authority shall incur no obligation to any subcontractor. Contractor shall indemnify, defend, and hold the Authority harmless from all claims of its subcontractors.

### 13. Assignment

Contractor shall not assign this contract, in whole or in part, or any right or obligation hereunder, without the Authority's written approval.

### 14. Default

Contractor shall be in default under this contract upon the occurrence of any of the following ("events of default"):

- a. Contractor's failure to provide performance reports when due;
- b. Contractor's failure to perform or observe any other agreement or covenant contained in this contract if such failure continues for a period of ten (10) business days after the Authority has notified Contractor in writing, specifying the nature of Contractor's failure of performance;
- c. The bankruptcy or insolvency of Contractor, a transfer in fraud of creditors or an execution with or which is the subject of this contract, or the appointment of a receiver or trustee for all or substantially all of Contractor's assets.

### 15. Termination

Notwithstanding any other provision hereof to the contrary, this contract may be terminated as follows:

- a. By mutual written agreement of the parties at any time;
- b. Authority may terminate this contract by written notice from the Authority to Contractor upon the occurrence of an event of default;
- c. Authority may terminate this contract at any time or for any reason, upon 30 days written notice;
- d. Authority may terminate this contract immediately upon Contractor's failure to have in force any insurance required by this contract.

In the event of a termination, except as provided in paragraph 16 below, the Authority shall pay Contractor for the Services performed to the date of termination.

### 16. Obligations on Termination

Upon termination of this contract for any reason, Contractor shall remove all of its personal property at or prior to the termination and shall promptly and peaceably remove itself, its officers, and employees from the Facility. Contractor shall leave the Facility and Authority's equipment in good condition and repair and in good working order, reasonable wear and tear expected. If Contractor

fails to remove its property, Authority may, at Contractor's sole expense, remove the same to a public warehouse for storage or retain the same in its own possession and, if not claimed by Contractor within ten (10) days after the termination date, sell the same at public auction, the proceeds to be applied first to the expenses of removal, storage, and sale, then to any sums owed by Contractor to the Authority, with any balance remaining to be paid to Contractor. If the expenses or removal, storage and sale exceed the proceeds of sale, Contractor shall promptly pay such excess to Authority upon demand.

#### 17. Authority's Right to Act

In the event Contractor fails to perform any obligation under this contract, Authority shall have the right but not the obligation to take action that Contractor failed to take, after giving at least one (1) business days' notice to Contractor in advance of taking such action, except in the event of an emergency, as determined by Authority, in which case no advance notice shall be required. In the event the Authority takes such action, Contractor shall promptly pay to Authority, upon demand, the sum or sums expended or incurred by the Authority and the value of the service performed by the Authority. Any action taken by the Authority under these provisions shall not constitute a waiver by the Authority of Contractor's default.

#### 18. Severability

In the event that covenant, condition, or provision of this contract is found to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition or provision of this contract.

#### 19. Non-Waiver

Waiver by either party of strict performance of any provision of this contract shall not be a waiver of, nor prejudice the party's right to require, strict performance of the same provision or any other provision of the contract in the future.

#### 20. Notices

Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the parties at the address designated in paragraph six (6) or such other address as either party may provide to the other by notice given in accordance with this provision.

#### 21. Attorney Fees

In the event of any action to enforce or intercept this contract, the prevailing party shall be entitled to recover from the losing party, in addition to proceeding, as set by the court, at trial, on appeal or upon review. Such fees shall include an amount estimated by the court to be incurred by the prevailing party in realizing upon any judgment or enforcing any decree.



22. Integration

This contract embodies the entire agreement of the parties. There are not promises, terms, conditions, or obligations other than those contained herein. This contract shall supersede all prior communications, representations, or agreements, either oral or written, between the parties. This contract shall not be amended except in writing and signed by both parties. This contract shall incorporate by reference the RFP document and Contractor’s written proposal. In the event of a dispute or contradiction, the RFP shall first govern, followed by the written contract and finally the contractor’s proposal.

23. Interpretation

This contract shall be governed by and interpreted in accordance with the laws of the state of Virginia. The parties do not intend to confer on any third party any rights under this contract.

24. Jurisdiction and Venue

All actions relating to this contract shall be tried before the courts in Albemarle County, Virginia to the exclusion of all courts, which might have jurisdiction apart from this provision.

Witness these signatures as of the date first written above:

Charlottesville Albemarle Airport Authority

Contractor

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Type/Print Name and Title

\_\_\_\_\_  
Type/Print Name and Title

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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