



INFORMAL SOLICITATION OF QUOTES
CHARLOTTESVILLE-ALBEMARLE AIRPORT AUTHORITY,
CHARLOTTESVILLE, VIRGINIA
Charlottesville-Albemarle Airport (CHO)
Runway De-Icing/Anti-Icing Fluid
September, 2023

Background: The Charlottesville Albemarle Airport Authority is seeking quotes for the purchase and delivery of Runway De-Icing/Anti-Icing Fluid on an "as needed and requested" basis with no minimum quantity for a period of approximately twelve (12) months.

Inquiries: Any questions concerning this Informal Solicitation of Quotes shall be submitted on or before 4:00 p.m. Eastern time, September 15, 2023, to Jason Devillier, Director of Operations, Maintenance & Construction, at jdevillier@gocho.com.

Deadline for Receipt of Quote: Quotes must be received in the Airport Administrative Offices, located at 100 Bowen Loop, Suite 200, Charlottesville, VA, 22911, by the following deadline: 3:00 p.m., Eastern time, on Friday September 29, 2023. Quotes received after 3:00 P.M. local time will not be considered.

Submitting a Quote: Quotes may be hand delivered, sent by U.S. certified mail, express carrier or courier. The face of the envelope shall be clearly marked in the lower left-hand corner as follows:

Quotes may also be submitted electronically to jdevillier@gocho.com. All quotes received electronically are to be submitted as an email attachment in PDF format by Friday September 29, 2023 at 3:00 P.M. EST. The subject line of the email must read: "Informal Solicitation of Quote: Runway De-Icing/Anti-Icing Fluid." Regardless of electronic complications, if quotes are received after 3:00 p.m. they will not be considered. Vendors who deliver submissions via email do so at their own risk; the Authority does not take any responsibility for any emailed submissions that: do not arrive at the Authority's mail servers on time; are rejected, or contain corrupted electronic files.

INFORMAL SOLICITATION OF QUOTE:
Runway De-Icing/Anti-Icing Fluid

The Quote must be submitted on the blank form furnished by the Authority and must give all information required. This is Attachment A included in the Informal Solicitation of Quote. Failure to answer all questions, provide all information and return all pages of this Request for Quotes may be cause for disqualification of the bidder. All quotes must be signed by an authorized representative of the responding firm.

Only those quotes received in the Administrative Offices, Second Floor Terminal Building, or by e-mail prior to the quote opening date and time specified above shall be considered. Quotes received after the quote opening time and date will be returned unopened.

Product and Services Requirements:

Detailed Product Specifications:

1. The Runway De-Icing Fluid shall be a Potassium Acetate Base solution which meets all requirements of the FAA approved specification SAE AMS 1435.
2. The solution shall be a minimum of fifty percent (50%) potassium acetate by weight plus corrosion inhibitors.
3. The solution shall have a pH between 9.0 and 11.5.
4. Solution shall have a freezing point less than -50° F.
5. Shipments shall be by tank truck with 4,500 (+/- 300) gallons per truck.
6. The supplier shall provide written technical information covering at minimum: The Fluid's environmental impact, MSDS, handling storage and application guidelines.
7. The vendor shall provide a report of The Runway De-Icing Fluid's biochemical oxygen demand (BOD) and theoretical total oxygen demand (TOD). The report shall be by an independent party and state compliance with EPA test methods.
8. The vendor shall provide evidence that it can deliver The Fluid to the Authority's receiving location within twenty-four (24) hours of order placement including distribution and production capabilities.
9. The Authority recognizes the value and need for new technology. Vendors are encouraged to bid alternate AMS1435 certified runway deicing formulations which have better deicing performance, environmental properties, material compatibility, or other qualities benefiting airport operations. AMS 1435 certification must accompany the bid for alternatives to be considered by the Authority.
10. The Authority reserves the right to inspect the manufacturer's production plant and/or the vendor's distribution facility prior to contract award.
11. Delivery shall be made within twenty-four (24) hours of receipt of request from the Authority's Director of Operations, Maintenance & Construction or his designee. Seller shall notify Authority's representative of the approximate time for each delivery.
12. Upon execution of the Contract, the vendor shall provide the Authority a comprehensive technical information bulletin on the fluid, including but not limited to the de-icing fluid's Material Safety Data Sheet, specifications, environmental impact, storage procedures, and fluid

properties. Updates of such information shall be provided, as appropriate, during the term of the Contract.

13. At Authority's request, the seller shall provide comprehensive, on-site training to Authority's personnel. Said training shall at a minimum cover the Fluid's performance, environmental and handling characteristics and procedures.
14. If the runway de-icing fluid to be provided is not vendor's E-36, the vendor shall submit written certification(s) as to whether its product can be mixed with any E-36 remaining in a holding tank without rendering either or both products ineffective or less effective.

Delivery:

1. All items shall be delivered to the Charlottesville Albemarle Airport, 100 Bowen Loop, Suite 200, Charlottesville, Virginia, 22911, unless some other airport building or location is designated by Authority.
2. All de-icing fluid which is delivered must conform in every way to the specifications listed in the "Detailed Product Specifications" section hereof. Substitution of materials or nonconformance with detailed specifications will be cause for rejection of the shipment and possible cancellation of the contract.
3. The Seller shall deliver all goods within twenty-four (24) hours of the Authority's issuance of each purchase order or telephone request.
4. Seller shall provide and maintain a telephone contact available twenty-four hours per day to receive requests for shipment orders.

Inventory:

The Seller must maintain an adequate inventory on hand of the Potassium Acetate De-Icing Fluid described in this Informal Solicitation of Quotes, so that required shipments, if any, can be ordered and delivered promptly as requested.

Additional Quote Requirements:

1. Quote, on the basis of a 4,500-gallon shipment, shall include all transportation, delivery, handling, and any other associated costs, and training of Authority personnel.
2. Each company shall include on the quote form the name of at least three Airport references for the same product, including the name and telephone number of a contact at the reference Airport. Such references should be the same approximate distance from the bidder's distribution facility as the Charlottesville-Albemarle Airport.
3. Each company shall submit, with its quote, at no cost to the Authority, a certification by an independent third-party laboratory that its product meets the specifications contained herein.

4. Each company shall submit, with its quote, an MSDS for the Runway De-Icing/Anti-Icing product it proposes to provide.
5. Any changes, including corrections of omissions and discrepancies that may be made to the Informal Solicitation of Quotes, will be in the form of an Addendum which will be posted on the Authority's website under "Public Notices."

Additional Information to Assist Suppliers:

1. The Authority does not desire to purchase a prototype product, and requires that the proposed product shall have been used by at least three airports, specified in the quote, for at least one full winter season.
2. Shipments must be delivered to the Charlottesville Albemarle Airport within twenty-four (24) hours of each request for shipment. Companies unable to meet the delivery time shall be considered non-responsive.
3. The successful company must provide a telephone contact available to receive requests for shipments 24 hours per day.
4. The Charlottesville Albemarle Airport Authority currently has sufficient storage for 6,000 gallons of deicer and has 6,000 gallons already on hand. The actual usage is totally dependent upon weather conditions. These estimates are provided for the benefit of the potential companies and shall in no way be construed to require the Authority to purchase any minimum amount of de-icing fluid, nor constrain it from purchasing more than it has purchased in previous years. However, unless the contract is cancelled or otherwise terminated or an emergency condition develops, the Authority shall be required to purchase all of its requirements for Potassium Acetate Liquid De-icer, as determined by Authority, during the contract term from the successful company.
5. This Contract shall begin upon full execution.
6. The Charlottesville Albemarle Airport Authority is a political subdivision of the Commonwealth of Virginia, and may qualify for any government discount a company may offer.

Evaluation of Quotes: Quotes will be evaluated on the basis of commercial references and the lowest price for each 4,500-gallon shipment delivered to the Charlottesville Albemarle Airport, by a responsive and responsible bidder who is not in default on any other Commission Contract.

Quote Award: The Authority reserves the right to award the Contract to a Company other than that with the apparent low quote. Should a Contract be awarded to a Company other than the apparent low quoter, it will be awarded to the lowest responsive and responsible Company meeting all specifications, and having positive commercial references, who is not in default on any other Authority contract.

Quotes shall be valid for 60 days. Within sixty (60) consecutive calendar days after the Quote Opening date, the Charlottesville Albemarle Airport Authority may give written "Notice of Quote Acceptance".

The successful Company shall be required, within ten (10) consecutive calendar days after the receipt of the "Notice of Quote Acceptance" to execute the Contract.

Should the successful Company fail to execute and return the Contract within the time allowed, the Authority may proceed to contract with the next lowest responsive and responsible Quote meeting all specifications, and may act to debar the first successful quote from future pricing opportunities.

The quote award shall not be final and effective, nor the Authority legally bound, until the fully executed contract is returned to the successful company.

Evidence of Authorization to do Business in Virginia: Each quote must contain the identification number issued to the vendor by the Virginia State Corporation Commission.

Upon selection of a vendor and determination that the price(s) is fair and reasonable, the Authority will present a contract to the vendor chosen to provide the services. The chosen vendor must be able to provide the following:

- Proof of their ability to perform work in the Commonwealth of Virginia (Virginia State Corporation Commission Entity ID)
- Proof of insurance with the Authority listed as an additional insured
- A completed W-9 form

Equal Opportunity: 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 quotes in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Federal Provisions: Federal provisions required in a contract that will be executed by the successful vendor are noted in Attachment B: FEDERAL REQUIRED CONTRACT PROVISIONS FOR NON-AIRPORT IMPROVEMENT PROGRAM (AIP) CONTRACTS. Please pay special attention to any that require certifications or signatures.

General Terms and Conditions: The general terms and conditions outlined in Attachment C 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.

Insurance Requirements:

The Contractor shall purchase and maintain, at its expense, the required insurance, if applicable to their activity, as stated under Minimum Insurance Requirements below, from a company or companies authorized to do business in the Commonwealth of Virginia with an A. M. Best rating of A- or better.

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. Prior to commencement of performance of the Services, the Contractor shall provide Authority evidence, satisfactory to the Authority in its sole discretion, of compliance with this paragraph.

Minimum Insurance Requirements:

Workers' Compensation - Statutory Worker's Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.

Commercial General Liability - The Contractor shall maintain a general liability policy with a minimum of \$1,000,000 combined single limits.

Automobile Liability - The Contractor shall maintain automobile liability insurance with minimum limits of \$1,000,000 combined single limit.

Reservation: The Airport Authority may waive informalities within the quotes and may cancel or reject the Informal Solicitation of Quotes or any Quotes(s). Ref. Va. Code Sec. 2.2-4319.

Attachments:

ATTACHMENT A: QUOTE FORM

ATTACHMENT B: FEDERAL REQUIRED CONTRACT PROVISIONS FOR NON-AIRPORT IMPROVEMENT PROGRAM (AIP) CONTRACTS

ATTACHMENT C: GENERAL TERMS AND CONDITIONS



**ATTACHMENT A:
QUOTE FORM
INFORMAL SOLICITATION OF QUOTES:**

Runway De-Icing/Anti-Icing Fluid
September, 2023

SUBMIT QUOTES TO:

100 Bowen Loop, Suite 200
Charlottesville, VA 22911

Or electronically, in PDF format, to:
jdevillier@gocho.com

QUOTE DUE DATE AND TIME:

September 29, 2023 @ 3:00 P.M. EST

CONTACT/INQUIRIES:

F. Jason Devillier, A.A.E.
Director of Operations, Maintenance & Construction
jdevillier@gocho.com

REQUIRED CHECKLIST – Each item listed below is required for a Quote to be considered.

- ✓ Quote Form
- ✓ Virginia State Corporation Commission Entity ID

SUCCESSFUL VENDOR WILL BE REQUIRED TO FURNISH THE DOCUMENTS LISTED BELOW:

- ✓ Certificate of Insurance with the Charlottesville-Albemarle Airport Authority listed as an additional insured
- ✓ A Completed W-9 Form

QUOTE

Commercial name of Liquid Potassium Acetate De-Icing Fluid being quote:

Manufacturer’s Name and Address:

Location of Supplier’s storage and distribution facility:

Storage Capacity of Supplier’s storage and distribution facility:

Price Per Shipment of Potassium Acetate Liquid Runway De-Icing Fluid based on 4,500 gallon shipments:

****4,500 Gallons of Runway De-Icing Fluid must be delivered within 24 hours after receiving each notice to proceed or purchase order from the Authority.**

All quotes shall remain valid for 60 days.

All prices quoted by the successful company shall remain in effect for the term of the Contract, and shall include all delivery, transportation, travel, and other incidental costs.

Company shall attach a certification by an independent laboratory demonstrating that the proposed product meets the requirements of SAE, AMS 1435, and shall provide such other documentation as is necessary to demonstrate that it meets all specifications contained in "Product and Service Requirements" section of this Information Solicitation of Quotes.

Company shall attach an MSDS for the Liquid Potassium Acetate De-Icing Fluid it proposes to sell to the Authority.

AIRPORT REFERENCES (See "Additional Quote Requirements, Section 2")

| AIRPORT | CONTACT NAME | PHONE NUMBER |
|---------|--------------|--------------|
| 1. | | |
| 2. | | |
| 3. | | |

COMPANY INFORMATION

Company Name:

Physical

Address:

City, State:

Zip:

Phone:

Fax:

Email:

FEIN:

The undersigned hereby proposes and agrees, if this Quote is accepted, to contract with the Charlottesville-Albemarle Airport Authority, to sell, transport and deliver Runway De-Icing/Anti-Icing Fluid to the Charlottesville-Albemarle Airport, upon request, with no minimum quantity, for a period of approximately twelve (12) months, in accordance with this Quote Form, the Instructions for Informal Solicitation of Quotes, the Proposed Contract and any Addenda to the Informal Solicitation of Quotes, as prepared by the Charlottesville Albemarle Airport Authority, Charlottesville, Virginia.

Signature of Authorized Representative:

Typed Name of Above:

Title of Authorized Representative:

Date:

Attachment B: FEDERAL REQUIRED CONTRACT PROVISIONS FOR NON-AIRPORT IMPROVEMENT PROGRAM (AIP) CONTRACTS

FEDERAL REQUIRED CONTRACT PROVISIONS FOR NON-AIP CONTRACTS

A5.3 MANDATORY CONTRACT CLAUSES

A5.3.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5.3.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6.3 MANDATORY SOLICITATION CLAUSE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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 for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

A6.4 MANDATORY CONTRACT CLAUSES

A6.4.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

FEDERAL REQUIRED CONTRACT PROVISIONS FOR NON-AIP CONTRACTS

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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 “program 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 (42 USC § 12101, *et seq*) (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) 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 (ensures nondiscrimination against minority

FEDERAL REQUIRED CONTRACT PROVISIONS FOR NON-AIP CONTRACTS

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 [70Fed. Reg. 74087 (2005)];
- 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).

A6.4.2 Nondiscrimination Requirements/Title VI Clauses for Compliance

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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR NON-AIP CONTRACTS

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.

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

A28.3 MODEL CERTIFICATION CLAUSE

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

FEDERAL REQUIRED CONTRACT PROVISIONS FOR NON-AIP CONTRACTS

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 MODEL SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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 / Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor / Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 MODEL CONTRACT CLAUSE

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 (29 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.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A14.3 MODEL CERTIFICATION CLAUSE

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Attachment C: GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 22.) **Payment of subcontractors required** (VA. Code §2.2-4354) Within seven days after receipt of amounts paid to the contractor by Authority for work performed by the subcontractor under that contract the contractor shall: (a) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or (b) notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from Authority for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (b), above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor pursuant to this payment clause shall not be construed to be an obligation of Authority. No contract modification shall be made for the purpose of providing reimbursement for the interest charge, and no cost reimbursement claim shall include any amount for reimbursement for the interest charge.

- 23.) **Contract disputes and claims** (VA. Code §2.2- 4363). Written notice of the contractor's intention to file a claim, whether for money or other relief, shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. Contract claims, whether for money or other relief, shall be submitted in writing to the Authority no later than 60 days after the contractor's receipt of final payment; provided, however, that written notice of the contractor's intention to file a claims shall have been given at the time of the occurrence, or at the beginning of the work, upon which the claim is based. Claims shall be considered by Authority in accordance with VA Code §2.2-4363.

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

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