

REQUEST FOR PROPOSALS TITLE PAGE
Include This Page as the First Page in Your Proposal Response to
Dinwiddie Airport and Industrial Authority

Airport Engineering Services
Dinwiddie Airport

This is the Dinwiddie Airport and Industrial Authority (DAIA) Request for Proposals No. 1-31-2020, issued January 31, 2020; www.ptbairport.com. Direct inquires for general information to: Dinwiddie Airport, Airport Manager; Phone: (804) 861-0218; Fax: (804) 861-0002. All responses to this solicitation shall be in strict accordance with the requirements set forth in this bid document and the ensuing contract documents.

All requests for clarification of or questions regarding this request for proposal must be made in writing, by facsimile (804) 861-0002 or email to manager@ptbairport.com and received by 11:00 a.m., Friday, February 14, 2020. Any alteration or changes to this Request for Proposals will be made only by written addendum issued by the Dinwiddie Airport and Industrial Authority.

Sealed proposals will be accepted prior to **4:00 p.m., February 21, 2020**; however, only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Dinwiddie Airport staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. All Offerors are responsible for obtaining issued addenda from the Dinwiddie Airport website: www.ptbairport.com.

Acknowledge receipt of addenda here: No. _____ Date: _____ No. _____ Date: _____

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:

Dinwiddie Airport Front Desk 6775 Beck-Chappell Drive Petersburg, Virginia 23803

Information the Offeror deems Proprietary is included in the proposal response in Section XI. See paragraph 1 and 2 on page 14 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____ Fed ID OR SOC. SEC. NO.: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Signature: _____ Date: _____

Typed or Printed Name and Title: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS

PAGE

I. PROPOSAL..... 1

II. QUALIFICATION OF CONSULTANTS..... 1

III. BACKGROUND INFORMATION 1

IV. PROPOSED SCOPE OF WORK..... 1

V. CONTENT OF PROPOSAL..... 2

VI. QUESTIONS AND ANSWERS CONCERNING PROPOSAL REQUIREMENTS..... 3

VII. SUBMISSION OF PROPOSALS..... 3

VIII. SELECTION PROCEDURES 4

IX. EXPENSE, OWNERSHIP AND DISPOSTION 4

X. PROPRIETARY INFORMATION..... 4

XI. AIRPORT HELD HARMLESS 5

XII. GENERAL TERMS AND CONDITIONS..... 6

XIII. SPECIAL TERMS AND CONDITIONS..... 11

ATTACHMENTS

Attachment 1 – Corporate Status Form

I. PROPOSAL

The Dinwiddie Airport and Industrial Authority (Authority) is soliciting written proposals for qualified consulting/engineering firms (Consultant) to perform professional planning and engineering services necessary for the development of future projects for the Dinwiddie Airport.

II. QUALIFICATION OF CONSULTANTS

All prospective Consultants shall have qualified personnel and subconsultants to accomplish the services described herein.

The Consultant shall be capable of furnishing all necessary professional, technical, planning and expert services as may be required to plan, program, design and perform all professional engineering services in connection with the project described herein in the section entitled PROPOSED SCOPE OF WORK. It is the intent of the Authority to enter into a contract with a single Consultant.

When an acceptable contract is negotiated with the Consultant, the contract will be submitted to the Federal Aviation Administration and the Virginia Department of Aviation.

It is the intention of the Authority to select the most qualified Consultant submitting the best and most advantageous proposal. Consultants will be evaluated in accordance with the evaluation criteria set forth in section VIII: SELECTION PROCEDURES. After receipt of proposals, the Airport will review and evaluate the responses in accordance with established criteria and rank in order of preference to identify consultants (offerors) whose professional qualifications and proposed services are deemed most meritorious. A panel of representatives of the Airport may conduct repetitive informal interviews with offerors so selected to allow prospective offerors to elaborate on their qualifications or clarify questions concerning their submittal. After completion of the interview process, if any, management will enter negotiations with the firm ranked highest and best overall, to reach mutually agreeable terms to be included in the final contract. No work by the Consultant shall be undertaken without an express written authorized contract or amendment signed by both parties.

III. BACKGROUND INFORMATION

Dinwiddie Airport is administered by the Dinwiddie Airport and Industrial Authority. This Authority is enabled by the Virginia General Assembly and is empowered to perform all actions necessary to operate the airfield. The Authority itself is made up by seven members. Four members are appointed from Dinwiddie county, one from Petersburg and two are at large. All are approved by the Dinwiddie County Board of Supervisors.

Dinwiddie County Airport (PTB) is a primary, non-hub airport located 20 miles south of Richmond, Virginia adjacent to Interstate 85 and Route 460. The airport offers two runways, with a primary runway (5 - 23) of 5001 feet by 100 feet and a secondary runway (14 - 32) is 3060 feet' X 50 feet, serves only general aviation aircraft.

The airport features a terminal, five large hangars suitable for single or multiple corporate jets, and 52 T-hangars. The airport is also served by a 6,600 square foot terminal that was constructed in 2003.

IV. PROPOSED SCOPE OF WORK

Although the final terms and tasks of the contract will be subject to negotiation, work shall include, but is not limited to, the following basic components:

- Research and field investigation
- Preliminary assessments
- Presentations to regulatory and/or funding authorities
- Planning and/or environmental studies
- Design
- Preparation of bid documentation, plans and specifications
- Attendance of pre-bid conferences and bid openings
- Evaluation of bids
- Attendance of pre-construction conferences
- Construction administration
- Periodic site inspection
- Coordination of change orders

- Regulatory approvals and permits
- Periodic site inspection
- Preparation of record drawings
- Review of invoices
- Grant/contract administration
- Project closeout

V. CONTENT OF PROPOSAL

To be considered for selection, prospective firms must submit a response to this solicitation by the required date and time listed herein. The content of the proposal shall be complete in description, concise in volume and austere in form. The proposal shall be in the format of a written report and must be submitted in electronic format in addition to hard copies.

The hard copy proposal shall be bound and prepared on 8 1/2 x 11" sheets (one sided only). The text shall contain no more than 30 pages of minimum 12- point type lettering for sections 1-4 described below. Text exceeding 30 pages for sections 1-4 will be discarded and neither considered nor read.

Supplementary visual aids, films and other extraneous materials will not be accepted. Any reproductions of photos, drawings, and or diagrams included in the proposal copies shall be the same as the original. Once submitted, proposals cannot be altered without prior written consent of the Airport.

The proposal should, at a minimum, include the following:

Cover Letter

Each offeror shall submit with their proposal a cover letter identifying the offeror and the proposal package being submitted. The offeror may include other important general information, which is deemed significant enough to be highlighted. An authorized representative of the offeror must sign the cover letter. The offeror's representative shall identify name, title, address, and telephone number, fax number, and e-mail account. **The cover letter shall not be more than one page (one –sided only).**

Table of Contents

Each offeror must include a table of contents identifying the following sections in the proposal:

Section 1 Executive summary

Section 2 Consultant's Overall Qualifications and Experience Related to Airport Projects

Section 3 Consultant's Personnel Qualifications, Related Experience and Accomplishments

Section 4 Consultant's Experience and Knowledge of FAA AIP and DOAV Programs

Section 5 Administrative Documents and Exhibits

Exhibit 1 - MBE/WBE/OBE Program or Policy

Exhibit 2 - Business Tax Registration Certificate

Exhibit 3 - Anti-Discrimination Anti-Collusion Form

Exhibit 4 - Insurance Acknowledgement

Section 1 - Executive Summary

Offerors shall submit with their proposal an executive summary that highlights important features, qualifications, and related experience of the offeror. The Executive Summary should also include a brief statement of how the offeror is uniquely qualified to provide any one or more of the desired services as set forth in the RFP. As part of this, indicate what areas the firm may consider to be "specialties."

Section 2 – Consultant’s Overall Qualifications and Experience Related to Airport Projects

Indicate the Consultant’s overall qualifications and experience in providing the services described in Part IV and Part V of the RFP, particularly as related to a certificated Part 139 airport. List and briefly summarize recent projects that are relevant to the types of projects included in this RFP, and the level of involvement by the Consultant. Include the name, address, and telephone number of client’s representative responsible for administering the contract.

Any areas not described in this RFP, but which the offeror believes to be essential to the performance and completion of these services should also be addressed in this section.

Section 3 – Consultant’s Personnel Qualifications, Related Experience and Accomplishments, and Organizational Chart

Indicate the Consultant’s key personnel qualifications, related experience and accomplishments as they pertain to airport projects involving the desired services. Also, identify the name of those personnel who may be designated as PROJECT MANAGER(S), with applicable or required Virginia State licenses or registrations. Indicate the reporting structure and responsibilities of each key staff member and include an organizational chart. Include the qualifications of those personnel, or sub-consultant personnel, who may be assigned to construction administration and/or inspection services.

Please identify your firm and each sub-consultant you may utilize by name, primary representative and title, address, telephone number, fax number, e-mail address, location of headquarters office and location of any local offices. Indicate whether your firm is a corporation, joint venture, partnership or sole proprietorship. Indicate the name (s) of the owners of your firm.

Section 4 – Consultant’s Experience and Knowledge of FAA and State Process

Describe firm’s experience and knowledge of FAA administrative process under the AIP program, Virginia Department of Aviation Airport Program Manual and Airport IQ, grant administration in general and applicable FAA Airports District Office (ADO) experience.

Section 5 – Administrative Documents and Exhibits

Each proposal shall contain the following exhibits:

Exhibit 1 – Corporate Status Form

Exhibit 2 – Proof of SCC Registration

Exhibit 3 – MBE/WBE/DBE Program

Exhibit 4 – Evidence of ability to meet Insurance Requirements

VI. QUESTIONS AND ANSWERS CONCERNING PROPOSAL REQUIREMENTS

All questions regarding this RFP shall be presented in writing to the Airport Manager. A written response along with all offeror’s questions will be posted on the Dinwiddie Airport web site www.ptbairport.com.

Send questions to: Airport Manager; Fax: 804-861-0002; E-mail: manager@ptbairport.com. Telephone: 804-861-0218

VII. SUBMISSION OF PROPOSALS

Written responses to the RFP must be prepared as specified as to form, content, and sequence. Consultant should use the following checklist to ensure that all requirements are met. **Once submitted, proposals cannot be altered without the prior written consent of the Airport.**

One original and seven (7) hard copies, and one electronic copy (PDF format) of the proposal **must be received in the Dinwiddie Airport Terminal, Front Desk, 6775 Beck-Chappell Drive, Petersburg, Virginia 23803, on or before 4:00 p.m., February 21, 2020.**

Proposals and copies shall be enclosed in a single sealed package, with the name and address of the consultant in the upper left hand corner, and marked, “**Proposal for Airport Engineering Services.**”

All necessary forms and statements for the various miscellaneous provisions explained earlier in this document must be completed, properly signed and submitted with the proposal.

VIII. SELECTION PROCEDURES

All proposals that adequately contain the information requested in this RFP will be evaluated based on professional experience and qualifications for the services to be performed, in addition to other criteria listed below. The Authority reserves the right to judge, appraise and reject all proposals submitted if in its best interest.

Authority will carefully review the written proposals. A select number of consultants may be invited to give oral presentations to a panel on their approach to the various services, experience, and capabilities contained in this RFP. If determined to be necessary, any consultant(s) to be interviewed will be notified regarding scheduled interviews.

The proposals will be evaluated utilizing the following evaluation criteria:

A. Consultant's and any sub-consultant's overall qualifications and experience as related to the professional services covered in this RFP. Relevance of recent projects shown in the consultant's proposal to projects to be undertaken at Dinwiddie Airport.

B. Overall qualifications, experience and accomplishments of key personnel, including project manager availability and specific professional disciplines listed in the RFP.

C. Consultant's experience and knowledge of FAA AIP, DOAV Programs, and administrative and grant support.

D. Prior related airport project experience at Dinwiddie Airport.

E. Prior project references.

F. Clear concise presentation.

The competitive negotiation method of selection, as described by the Airport, will be used to determine the most qualified offeror(s) among those submitting proposals. Proposals will be evaluated in accordance with the "Proposal Evaluation Criteria" above.

The content of the RFP and the successful offeror's proposal will become an integral part of any future or subsequent contract, as may be necessary, but may be modified by provisions in such Contract. Offerors must be amenable to inclusion in any contract of any information provided either in response to this RFP, or subsequently during the selection/negotiation process. The information received will be considered contractual in nature and will be used in validation and evaluation of proposals and in subsequent contractual action.

In the event that a conflict exists among or between any future and subsequent contract documents, the documents listed in this section are listed in the descending order of importance and any such conflict shall be resolved on that basis. The contractual documents, which will comprise the entire agreement between the successful offeror and the Authority, are:

The Contract The RFP The Response to RFP

The successful Consultant represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under an Authority Contract.

IX. EXPENSE, OWNERSHIP AND DISPOSITION

The Authority shall not be responsible in any manner for the costs associated with the submission of proposals. The proposals, including all drawings, plans, photos, and narrative material, shall become the property of the Authority upon receipt. The Authority shall have the right to copy, reproduce, publicize, or otherwise dispose of each submittal in any way that The Authority selects. The Authority shall be free to use as its own without payment or penalty of any kind or liability thereof, any idea, scheme, technique, suggestion, layout or plan received during this proposal process.

X. PROPRIETARY INFORMATION

It shall be the Offeror's responsibility to fully comply with SEC 2.2-4342 of the Code of Virginia. All trade secrets or proprietary

information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to at the time of submission to the Authority.

Information considered proprietary and damaging to proposing firms if disclosed will be treated as such by the Authority if properly claimed as proprietary and will not be disclosed by the Authority. Such information must be clearly identified and reasoning given to support such claim. Entire proposals may not be claimed as proprietary.

XI. AIRPORT HELD HARMLESS

Except for the sole negligence of the Authority, the selected Consultant(s) shall undertake and agree to defend, indemnify and hold harmless the County, Airport, applicable boards, officers, agents employees, assigns and successors in the interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including the selected Consultant(s), Consultant(s)'s employees and agents, or for damage to or destruction of property of either party hereto or of third person(s), in any manner arising by reason of, or incident to, the performance of a contract on the part of the Consultant(s), whether or not contributed to by any act or omission of the Authority, or any of the Airport's staff, agent or employees.

XII. GENERAL TERMS AND CONDITIONS

A. VENDORS MANUAL:

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

B. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth of Virginia. The Authority and the Consultant are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Consultant shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION:

By submitting their (bids/proposals), (bidders/offerors) certify to the Authority that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant 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 these requirements.

2. The Consultant will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

D. ETHICS IN PUBLIC CONTRACTING:

By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subconsultant in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with the Authority, the Consultant certifies that the Consultant does not, and shall not during the performance of the contract for goods and services for the Authority, knowingly employ an unauthorized alien as defined in

the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS:

By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST:

By entering into a contract, the Consultant conveys, sells, assigns, and transfers to the Authority all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Authority under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Authority reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS:

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

J. PAYMENT:

1. To Prime Consultant:

a. Invoices for items ordered, delivered and accepted shall be submitted by the Consultant directly to the

payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Consultants) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Consultant at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

2. To Subconsultants:

a. A Consultant awarded a contract under this solicitation is hereby obligated:

(1) To pay the subconsultant(s) within seven (7) days of the Consultant's receipt of payment from the Authority for the proportionate share of the payment received for work performed by the subconsultant(s) under the contract; or

(2) To notify the Authority and the subconsultant(s), in writing, of the Consultant's intention to withhold payment and the reason.

b. The Consultant is obligated to pay the subconsultant(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Consultant that remain unpaid seven (7) days following receipt of payment from the Authority, except for amounts withheld as stated in (2) above. The date of mailing of any payment

by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Consultant performing under the primary contract. A Consultant's obligation to pay an interest charge to a subconsultant may not be construed to be an obligation of the Authority.

3. Each prime Consultant who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the funding agency, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subconsultant default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. PRECEDENCE OF TERMS:

The General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF (BIDDERS/OFFERORS):

The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Authority further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Authority that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION:

The Authority reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the Consultant in whole or in part without the written consent of the Authority.

O. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Authority may order changes within the general scope of the contract at any time by written notice to the Consultant. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Consultant shall comply with the notice upon receipt. The Consultant shall be compensated for any additional costs incurred as the result of such order and shall give the Authority a credit for any savings. One of the following methods shall determine said compensation:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Consultant accounts for the number of units of work performed, subject to the Authority's right to audit the Consultant's records and/or to determine the correct number of units independently; or

c. By ordering the Consultant to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Consultant shall present the Authority with all vouchers and records of expenses incurred and savings realized. The Authority shall have the right to audit the records of the Consultant, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Authority within thirty (30) days from the date of receipt of the written order from the Authority. If the parties fail to agree on

an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Consultant from promptly complying with the changes ordered by the Authority or with the performance of the contract generally.

P. DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority, after due oral or written notice, may procure them from other sources and hold the Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Authority may have.

Q. INSURANCE:

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subconsultants are involved, the subconsultant will have workers' compensation insurance in accordance with §§ 2.2- 4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Consultant and any subconsultants will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Consultants who fail to notify the Authority of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Authority must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Professional Services Limits

Professional Engineer \$1,000,000 per occurrence, \$5,000,000 aggregate Surveying \$1,000,000 per occurrence, \$1,000,000 aggregate

R. ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, will be publicly post on the Dinwiddie Airport web site (www.ptbairport.com) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE:

During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant'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 Consultant'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 Consultant that the Consultant 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 subconsultant 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 Consultant, 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.

T. NONDISCRIMINATION OF CONSULTANTS:

A bidder, offeror, or Consultant shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the Authority has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

*** When Used: This clause shall be included in all solicitations using an Invitation for Bids or Request for Proposal (Code of Virginia, § 2.2-4343.1H).**

U. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the Authority shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

V. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

A Consultant organized as a stock or nonstock 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 of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

XIII. SPECIAL TERMS AND CONDITIONS

A. Confidentiality Consultant

All information obtained by the Consultant from the Authority as a result of this contract, including employee names, shall be confidential and shall not be used for any purposes other than that specifically authorized, without the prior written permission of the Authority.

B. Contract Assignment

The selected Consultant cannot assign the contract or any portion of the contract. The selected Consultant can not subcontract the furnishing of the goods and/or services without the prior approval of the Authority.

C. Governing Law and Policy

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the County of Dinwiddie Ordinance. The successful Consultant submits itself to the jurisdiction of a Court of competent jurisdiction in Dinwiddie, Virginia and such Courts shall be the appropriate forums.

D. Insurance

Consultant shall, at its sole expense, procure, maintain, and provide during the life of this Contract the insurance policies and bonds required by this Section. Any required insurance policies and bonds shall be effective prior to the beginning of any work or other performance by the Consultant under this Contract. The following policies and coverage is required:

Broad Form Commercial General Liability: (Occurrence Form CG0001, Ed. 11/88): \$1,000,000 CSL, BI & PD.

Automobile Liability: Code 1 "ANY AUTO" (Form CA0001 Ed. 6/92): \$1,000,000 CSL, BI & PD.

Workers' Compensation: Statutory Amount.

Professional Liability: Minimum limits of insurance coverage for Professional Liability shall be \$1,000,000 per claim.

The insurance policies shall include or be endorsed to include the following provisions:

1. The Dinwiddie Airport and Industrial Authority, its officers/officials, employees, agents and volunteers (the Authority) shall be endorsed as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the Consultant/vendor's operations or activities in these projects.
2. The Consultant/vendor shall send an **actual copy of the policy endorsement document** from the insurance carrier that provides this coverage (ISO Form CG20100704 or similar); **OR**, send an **actual copy of the policy endorsement** that provides blanket additional insured coverage when required by a written agreement (ISO Form CG20331001 or similar), to: Dinwiddie Airport, Attn. Airport Manager, 6775 Beck-Chappell Drive, Petersburg, Virginia, 23803.
3. In addition to #2, above, the Consultant/vendor shall provide the Authority with a certificate of insurance with applicable endorsements effecting coverage's, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the Authority within 5 days of notice of intent to award.
4. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the Consultant/vendor, and the Authority shall not be required to participate therewith.
5. The Consultant/vendor shall agree to provide the Authority with 30 days written notice of any cancellation of or reduction in the required coverages.
6. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the Authority shall be excess of the Consultants/vendors insurance and shall not contribute therewith.
7. Failure of the Consultant/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the Authority.

8. All rights of subrogation against the Authority shall be waived.
9. All coverage's for subconsultants of the Consultants/vendors, if any, shall be subject to all of the requirements stated herein.
10. Insurance on Drawings. Consultant shall carry full insurance coverage on drawings, and other valuable papers and records, including electronically stored media, against loss by fire, damage, and theft, until the improvement contemplated has been constructed and the corrected original drawings required by the Authority have been furnished to the Authority. The cost of such full coverage, as well as the cost of all other insurance required herein, shall be included in the basic fee herein set forth.
11. General Conditions.
- a. Consultant shall furnish the Authority a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles.
- b. The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been provided to the Authority".
- c. The required certificate or certificates of insurance, excluding those for Workers Compensation and Professional Liability, shall name the Dinwiddie Airport and Industrial Authority, its officers, employees, agents, volunteers and representatives as additional insureds.
- d. Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.
- e. Insurance coverage shall be in a form and with an insurance company approved by the Authority which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

E. State Corporation Commission (SCC) Registration

If listed as a Corporation, the Consultant must also submit documentation, with their response/proposal, that they are currently registered with the Virginia State Corporation Commission.

F. Taxes

The Consultant shall submit appropriate documentation to certify that all applicable taxes (real estate, business license, personal property, etc.) have been filed, are paid fully up to date, and will remain paid on a timely basis through the life of any such procurement relationship with the Authority.

G. Non-Performance

Non-performance within time specified in RFP may result in order cancellation and charge backs to the vendors for cost differences incurred by the Authority.

H. Licenses

It shall be the responsibility of the selected Consultant to secure and maintain all applicable licenses, and pay inspection fees required to do the work required unless otherwise agreed in writing.

I. False Information

The Authority reserves the right to cancel any contract if, in the opinion of the Authority, the consultant provided false, inaccurate or misleading information in the RFP documents or if the consultant withheld information from the Authority regarding the consultant's moral and business integrity and reliability as it relates to the good faith promise of the contract.

J. Independent Consultant

No relationship of employer and employee is created by this or any other subsequent contract. In the performance of its work

and duties, Consultant is at all times acting and performing as an independent Consultant in the practice of its profession. The Authority shall neither have nor exercise control or direction over the methods by which Consultant performs services pursuant to a Contract. Consultant (including without limitation, its officers, shareholders, subconsultants, and employees) has no claim under any resultant Contract or otherwise against the Authority for social security benefits, workers compensation benefits, unemployment benefits, vacation pay, sick leave, or any other benefit of any kind.

K. Publicity

Selected Consultant agrees to submit to the Authority all advertising, sales, promotion, and other public matter relating to any service furnished by the Consultant wherein the Authority's name therewith may be inferred or implied. The selected Consultant further agrees not to publish or use any such advertising, sales promotion, or public Authority matter without prior written consent of the Authority.

L. Special Working Conditions

1. Entrance to Airfield. The Consultant acknowledges that entrance to and movement within the airfield is subject to strict security regulations.

2. Vehicular Movement on the Airfield The Consultant acknowledges that when working on the airfield, safety is of paramount importance. The Consultant shall ensure that its employees, sub-consultant and all employees and subconsultants of the Consultant are aware of the following safety regulations;

- a. Vehicles and personnel must give way to moving and parked aircraft, emergency equipment at all times.
- b. The Consultant shall arrange prior clearance from the Airport Manager for any movement in the airfield area. For isolated or temporary airfield entries, a minimum of twenty-four (24) hours notice is required. All vehicle movement must be controlled by the Airport Manager or Airport staff
- c. A runway, other taxiway, apron or any portion thereof, can be closed to aircraft movements only if weather condition and/or safe aircraft operations permit re-routing operations aircraft to other areas. During such periods, all ground personnel and equipment may move freely within the "closed" area; however, clearances to "active" areas must be strictly observed. An airfield area "closed" to aircraft operations must be NOTAM'd, marked and lighted in accordance to FAA standards.
- d. A change in weather conditions, and emergency, or a change in the overall safe operational status of the airfield may be cause for the Airport Manager to order any or all personnel and equipment to immediately vacate any designated airfield area, including "closed" areas without liability to the airport.

3. Operations. Prior to closing or restricting, either horizontally or vertically, the use of any portion of the airfield to operational aircraft, all airfield users must be briefed of the proposed action sufficiently far in advance to adjust schedules and maintain uninterrupted, near normal airfield operations. All such proposed actions must be coordinated through the Airport Manager. Survey and/or construction related activities must maintain adequate horizontal and vertical clearance from active operational aircraft areas.

M. Responsibilities of the Authority

1. Guarantee access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform his/her services under this agreement.
2. Give prompt written notice whenever the Authority observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services.

N. ADMINISTRATIVE APPEALS PROCEDURE

The following are the exclusive procedures for a bidder or offeror to protest the Authority's award or decision to award a contract.

Any protest to award a contract shall be in writing and shall be delivered so that it is received by the Airport Manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise, any such protest shall be deemed to be waived.

Except for a protest of an emergency or sole source procurement, a protest of a Authority award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the Authority's decision. In the case of emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.

Protests shall only be granted if (1) the protester has complied fully with this Sec. 18.1-6 and there has been a violation of law, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision. The Authority shall issue a written decision on a protest within ten (10) days of its receipt by the Airport Manager.

If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge procurement by then filing suit in the Dinwiddie Circuit Court, Dinwiddie, Virginia, and serving the Authority with such suit within ten (10) days of such denial. Otherwise, the Authority's decision shall be final and conclusive, and the protestor's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.

The Authority should defer award of a contract where the decision to award has been protested unless there is a written determination by the Authority that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire. The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.

The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.

Strictly following these procedures shall be a mandatory prerequisite for protest of the Authority's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.

A protest may not be based upon the alleged non-responsibility of a person to whom the Authority awards or makes a decision to award a contract.

O. RIGHT OF REJECTION

The Authority reserves the right to reject any or all proposals, to waive informalities in such proposals, to request new proposals or to proceed to do the work otherwise. The receipt of proposals shall **not** in any way obligate the Authority to enter into an agreement or contract of any kind with any Consultant

Attachment #1 - CORPORATE STATUS FORM

ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING:

If a limited liability company, limited liability partnership or a limited partnership, indicate by checking one:

___ Limited liability company

___ Limited liability partnership

___ Limited partnership

Have you registered with the Virginia State Corporation Commission, to conduct business in Virginia?

Yes No

Name and address of organizer: _____

List who is authorized to execute contracts: _____

If conducting business under an assumed (fictitious) business name, fill out the following information:

Names of persons or entities owning business using assumed business name: _____

Owners' addresses: _____

Registration date: _____ Expires: _____

If conducting business as a sole proprietorship, general partnership, or joint venture, fill out the following information:

Names of all persons liable for obligations of the business: _____

Addresses of such persons: _____
