

STAFFORD REGIONAL AIRPORT
REQUEST FOR PROPOSALS
FOR PROFESSIONAL AVIATION ENGINEERING/PLANNING
CONSULTANT SERVICES

The Stafford Regional Airport Authority (Authority) will accept qualification proposals from engineers/consultants to provide professional services as required from time to time in accordance with U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/1500-14D dated September 30, 2005 for professional, engineering, planning and consulting services for airport development projects at the Stafford Regional Airport. The projects anticipated are for planning/design and construction during the next five (5) years. Projects may include, but are not limited to: land acquisition, obstruction removal, airside/landside paving, drainage and lighting, hangar design, construction management as well as planning and environmental services.

Respondents are advised that it's the intent of the Authority to submit requests for federal and state (Virginia) funding grants for all eligible work associated with the planning, design, construction, environmental assessments, development and construction of the airport improvement programs where applicable. Respondents must certify compliance with all applicable federal and state requirements to which the Authority is obligated as a result of receiving federal and state funding assistance. The selected consultant(s) will coordinate the services to be provided through the Airport Manager, or designee, and other agencies as may be directed.

Written proposals, one (1) original and nine (9) copies, will be received until 4:00 p.m. (local time) on August 25, 2011 by the Airport Manager, 75 Aviation Way Fredericksburg, VA 22406. Proposals should, meet the requirements as described in RFP RMN 2011-1 dated July 20, 2011 Available by request at 540-658-1212 or on line at www.staffordairport.com select "News"

Following receipt of the proposal, the Authority may select (short-list) those respondents from which additional information may be requested in writing and/or during a verbal interview/presentation or the Authority may select based on the written proposals alone if it so desires. It is the intent of the authority to select up to three (3) consultants for this period.

Respondents will be evaluated in accordance with section VII of RFP RMN 2011-01 dated July 20, 2011

STAFFORD REGIONAL AIRPORT AUTHORITY

REQUEST FOR PROPOSALS

**ENGINEERING AND PROJECT MANAGEMENT SERVICES
FOR AIRPORT CAPITAL IMPROVEMENT PROJECTS**

STAFFORD REGIONAL AIRPORT

Issue Date: July 20, 2011,
Due Date: August 25, 2011; 4:00 P.M..

RFP No. RMN 2011-01

FED-X Remittance Address: Stafford Regional Airport Authority
Henry S. Scharpenberg Chairman
75 Aviation Way
Fredericksburg, Virginia 22406

Mailing Address: Stafford Regional Airport Authority
Henry S Scharpenberg , Chairman
75 Aviation Way
Fredericksburg, Virginia 22406

Technical Contact: Henry S. Scharpenberg, Chairman
Phone: 540-658-1212

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I. GENERAL INFORMATION

The Stafford Regional Airport, (the “Airport”) is owned and operated by the Stafford Regional Airport Authority, (the “Authority”). The Airport has been in operation since December 2001, and the Authority provides Fixed Base Operator (FBO) services in the Airport’s temporary terminal building. The Airport has 64 based aircraft, two (2) tenant helicopter operations, hosts approximately 24,000 operations annually – most of which seventy nine (79)% are single engine, the remaining are comprised of multi engine, turbo prop, jet, and helicopter. Additionally, the airport has four (4) ten (10) unit T Hangars in place, two (2) twelve thousand (12,000) gallon above ground fuel storage tanks and construction design plans for four (4) shared wall 5,000 sq ft hangars, and a nine thousand eight hundred (9,800) sq ft terminal. Capital improvement projects (the “Project”) will involve certain improvements to be made to the Airport as part of the Airport’s Master Plan. Brief descriptions of proposed airport improvements are contained in Attachment III and in the Airport’s Master Plan. The Authority will undertake as many of these improvements as reasonably possible subject to the availability of funds and in accordance with the Airport’s Master Plan.

The purpose of this Request for Proposals (“RFP”) is to solicit proposals from qualified offerors for contracts to be awarded through competitive negotiations for the provision of professional services of an Architectural/Engineering firm, authorized to do business in the Commonwealth of Virginia, with experience in airport capital improvement programs funded primarily through grants administered by the FAA.

Offerors interested in viewing or obtaining copies of the Airport’s Master Plan and Airport Layout Plan may do so by contacting the Authority. Requests for reproduction of oversized documents will be charged a nominal charge.

As a result of this solicitation, the Authority intends to award a minimum of three (3) individual contracts providing sufficient qualified contractors present offers. Subsequent indefinite delivery, indefinite quantity task/delivery orders will be competed among awardees. Delivery Orders will range from \$5,000.00 to \$1,000,000.00. The total of individual task orders placed against this contract shall not exceed \$5,000,000.00 to any one contractor.

II. CONTRACT PERIOD

The initial contract period for Project services will be one (1) year from the date of execution of the Contract (the “Contract Term”). The Authority may, at its sole discretion, renew the Contract for four (4) additional consecutive periods of one (1) year each thereafter. It is understood that the Contractor’s work may not be completed during the Contract Term; however, all terms and conditions of the Contract shall survive until such work is completed, except the Authority’s right to renew the contract. If the

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Authority exercises its option to renew the Contract, the succeeding term shall begin one year from the date of the execution of the Contract.

III. GENERAL SCOPE OF SERVICES

The general services sought by the Authority include all necessary professional engineering, architectural, surveying, planning and project management services related to the Project, including by not limited to:

1. Site analysis services including land acquisition, easements and environmental studies.
2. Conceptual project planning and /or budgeting.
3. Project schematic design and design development services.
4. Construction documents preparation and bidding service.
5. Construction contract administration services including planning and scheduling of all work.
6. Preparation of funding requests, grant applications and requests for reimbursement to the FAA and/ or VDOA.
7. Projects associated with preparation of work required by Stafford County.
8. Surveying and mapping.
9. Evaluations (project feasibility studies).
10. Comprehensive planning (preparation of as-built plans).
11. Conceptual designs.
12. Plans and Specifications.
13. Drawing Reviews.
14. Soils Engineering.
15. Other services directly related to airport operations and management.

IV. GENERAL PROVISION OF SERVICES

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1. Services for the Project will be provided pursuant to task orders issued during the Contract Term. The Authority reserves the right, at its sole discretion, to issue an RFP for similar work, for other types of work, and for other projects as the need may occur.
2. Prior to beginning work on any improvement, the Contractor shall meet with the Airport Director and/or appropriate Authority member to obtain the proposed work scope, schedule, and other parameters for the improvement. The Contractor shall evaluate existing conditions, including making site visits and any other activities necessary to properly assess the improvement.
3. The Contractor shall prepare a written scope of services, estimate of fees to perform that work and of total cost related to the improvement. If requested, the Contractor will submit an estimate, projecting the man-hours by employee classification and estimated reimbursable expenses to the Airport Director and/or Authority project representative. Fixed or not-to-exceed fees for each project shall be established based upon hourly fees for work actually performed and /or fees for reimbursable contract. Any agreed upon fee for the improvement shall include all professional fees, subcontracted work, estimates of reimbursable expenses, and profit and overhead.
4. Approval to begin work on each project shall be evidenced by issuance of a task order by the Airport Director and/or the Authority. No work shall be performed prior to the issuance of a task order and no changes in the work shall be made without a written change order.
5. The resultant contract shall not be exclusive to the successful Contractor. The Authority reserves the right to contract with firms not party to this contract for specific projects if it determines this to be in the Authority's best interest.

V. PROPOSAL FORMAT

Proposals are to be submitted in a format that allows uniform review and easy access to information by the evaluation committee. A table of contents shall be provided and pages and exhibits numbered in an organized manner. All proposals shall provide a delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The items to be addressed in the proposal in the order listed are:

- Cover Sheet
- Description of Services to be provided and project approach
- Statement of Qualifications
- Response Capability

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- Insurance
- References
- RFP Submission Form
- Other supporting data
- Submission of proprietary information

Section 1 – Cover Sheet

Included on the cover sheet shall be:

- a. The name of the firm and the location of the office that will have the responsibility for the services to be provided.
- b. The name address and phone number of a key representative who is knowledgeable about the proposal.
- c. The signature, in ink, of an officer or employee having the authority to bind the company by his signature. Signatures by anyone other than the president, vice president or general partner, should have accompanying documentation that the individual is empowered to bind the company or partnership.

Section 2 – Description of Services To Be Provided and Project Approach

In this section, should be a description of the offeror's understanding of the scope of services and how the firm proposes to manage the varied work assignments generally associated with "as needed" services contracts, depth and variety of staff disciplines available and familiarity with federal, state and local codes, laws and regulations governing the work.

Section 3 – Qualifications of the Firm and Project Team

- a. Describe the qualifications and experience of the firm. If subcontractors and special consultants will be used, they should be identified and their qualifications included in this section. Include a list of projects, which contain work similar or related to that called for in this solicitation and, at a minimum, include for each project listed the following: project name, brief project description, location of the office responsible for the project, budgeted cost, completed cost, year completed and actual completion date relative to scheduled completion date.
- b. List professional staff to be assigned to the contract including resumes of key personnel and subcontractors. Describe the qualifications and experience of the proposed project team members. Include a list of projects that contain work similar or related to that called for in this RFP and at a minimum, include for each project listed (unless under (a) immediately above):

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- i. The project name, brief project description, location, budgeted cost, completed cost and actual completion date relative to scheduled completion date.
- ii. The team members of the proposed project team who participated in the listed project and their project responsibility.

Section 4 – Response Capability

Give an overview of current workload, priority to be assigned to Authority projects and staffing available relative to the offeror's ability to respond to the Authority's request for service on an, "as needed" basis.

Section 5 - Insurance

Insurance of the types and in the amounts set forth in the terms and conditions and on the checklist (see Attachment I) shall be purchased and maintained by the firm during the life of the contract.

Section 6 – Past Performance References

Give client names, addresses and contact information for at least three (3) contracts completed within the past three (3) years, and all contracts currently in progress, which are similar in scope to this requirement. If an offeror has completed fewer than the requested three (3) contracts in the past three (3) years, the offeror shall include any that it has completed. If the offeror has no relevant past performance history, the offeror must affirmatively state that it possesses no relevant past performance history.

Include the following information for each contract listed:

- (a) Name of contracting activity.
- (b) Contract Number
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and e-mail address.
- (i) Program manager/project officer, telephone number, and e-mail address.
- (j) Offerors shall provide information on problems encountered and corrective actions taken on the identified contracts

Offerors must send Client Authorization Letters, Attachment XX and Past Performance Questionnaire, Attachment YY to three (3) clients for previously completed contracts and three (3) clients for ongoing contracts listed in their proposal, to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that

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reference a single notice citing all applicable contracts). Client Authorization Letters should be mailed or e-mailed to individual references early enough to allow for the responses to be received by the Authority no later than the proposal due date. The offeror should forward a copy of the Client Authorization Letter to the Authority simultaneously with mailing to references.

Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references, who may be contacted by the Authority. If no response is received from a reference, the Authority will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Authority shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance. Attempts to obtain responses from references will generally not go beyond two (2) telephonic messages and/or written requests from the Authority, unless otherwise stated in the solicitation. The Authority is not obligated to contact all of the references identified by the offeror.

If negative feedback is received from an offeror's reference, the Authority will compare the negative response to the responses from the offeror's other references to note differences. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Authority's decision to include the offeror in the competitive range.

The offeror may describe any quality awards and commendations that indicate its company or product possesses a high quality performance standard in regard to the required contract services. If the award or commendation was received more than three (3) years prior to offer, the offeror shall present evidence that the qualifications still apply.

Past performance information will be used for both responsibility determination and as an evaluation factor for award. References other than those identified by the offeror may be contacted by the Authority and used in the evaluation of the offeror's past performance. Offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

Any information collected concerning the offeror's past performance will be maintained in the official contract file.

Section 7 - RFP Submission Form

Attachment II, the RFP Submission Form, must be completed, signed and returned with the proposal.

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Section 8 - Other Supporting Data

Other information you feel to be relevant to the selection of your firm for this contract.

Section 9 - Submission of Proprietary Information

Pursuant to Section 2.2-4342F of the Virginia Public Procurement Act, (VPPA), trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342 prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. **Offerors shall submit under separate cover any information considered proprietary and any copyrighted material. Separate cover means that proprietary information must be placed in a separate area of the proposal and be clearly identified as containing proprietary and/or copyrighted information.**

References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not under separate cover and labeled proprietary shall be public information in accordance with state statutes.

VI. PROPOSAL/SELECTION PROCESS

The Authority intends to award multiple contracts and subsequent task/work orders under those contracts on the basis of competitive negotiation as outlined in the VPPA – Section 2.2-4301 “Competitive Negotiations.” An evaluation committee (the “Committee”) consisting of the Chairman and Vice-Chairman of the Airport Authority, and other Authority members will review the proposals. The evaluation and selection of a contractor will be based on the Evaluation Criteria listed below in Section VII.

The Committee shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the Committee may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors provided such information is duly marked as “Proprietary Information” by the offeror and the designation is justified as required by §2.2-4342, Code of Virginia 1950, as revised. At the conclusion of discussion, on the basis of evaluation factors

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published in the Request for Proposal and all information developed in the selection process to this point, the Committee shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Authority can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the Committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The contract for these services will be based on the negotiated hourly rates for services provided during the Contract Term. Each individual task/work order will be performed for an agreed lump sum fee amount or at the previously negotiated hourly rates with a maximum or not to exceed fee amount.

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VII. EVALUATION OF PROPOSALS/SELECTION CRITERIA

EVALUATION CRITERIA

The following criteria will be used in the evaluation of proposals and developing a short list of qualified firms. The evaluation items are listed in order of relative importance:

1. Qualifications of the Project Manager and Project Team.

Evaluation factors include but are not limited to:

- * Demonstrated knowledge and understanding of the type of work to be performed;
- * Managerial capabilities;
- * Previous experience of the team in similar or related work;
- * Recent experience in airport projects comparable to the projects listed in Attachment III including special areas associated with the project such as energy conservation, life cycle costing, and environmental planning;
- * Capability to conduct a value engineering study for projects that are particularly complex or have unique features;
- * Key personnel's professional background and experience;
- * Familiarity with federal, state and local conditions, codes, ordinances, laws and regulations governing the work;
- * Demonstrated understanding of the project's potential problems and the Owner's special concerns; and
- * Qualifications of inspectors to provide construction inspection.

2. Qualifications of the Firm

Factors to evaluate the qualifications and experience of the firm to perform the required services, including those of subcontractors and special consultants will include but are not limited to:

- * Size of the firm relative to the scope of work;
- * Depth, variety and availability of required staff disciplines;
- * Insurance coverage;
- * Information from references;
- * Demonstrated ability to complete work within budget;
- * Familiarity with applicable regulations governing the work;
- * Previous related experience;
- * Capability to provide various professional disciplines such as planning, environmental evaluations, financial analysis, architectural design, and mechanical, electrical, and civil engineering for numerous airport related capital projects;
- * Capability to complete projects without having major cost escalations or overruns;

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- * Qualifications and experience of subcontractors regularly engaged by the offeror for similar work; and
- * Quality of projects previously undertaken.

3. Response Capability

Response capabilities may include but are not limited to:

- * Demonstrated ability to complete projects within the project schedule;
- * Timeliness in meeting requirements for review, reports, meetings with staff and regulating agencies;
- * Commitment to priority for the Authorities projects including current workload and degree of interest.

VIII. TERMS AND CONDITIONS

- A. **ASSIGNMENT OF CONTRACT** - The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract or its rights, title or interest therein or its power to execute such contract or its rights, title or interest therein or its power to execute such contract to any other person, company or corporation without the prior consent and approval in writing by the Authority.
- B. **COLLUSION AMONG OFFERORS** – More than one proposal from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that an offeror has an interest in more than one proposal for the work contemplated will cause rejection of all proposals in which the offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in such collusion may not be considered in future proposals for the same work. Each offeror, by submitting a proposal and the attached RFP Submission Form, certifies that it is not a party to any collusive action.
- C. **CONTRACT EXECUTION AND RENEWAL** - The successful offeror shall sign a contract with the Authority. The successful offeror will submit to the Authority's Attorney a contract agreement providing for professional services between the owner and engineer. The contents of the proposal submitted by the successful offeror and this RFP shall become part of any contract awarded.

In the event that the offeror to whom the proposal is awarded does not execute a contract within 30 days after the award of proposal, the Authority may give notice to such offeror of intent to award the proposal to the next most qualified offeror, or to call for new proposals, and may proceed accordingly.

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Prior to the expiration date of the initial term of the contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Should any specific improvement be started and not be completed prior to the expiration of the contract term, the Authority reserves the right to require the Contractor to complete that specific improvement at the agreed upon fee.

- E. **CONTRACTUAL CLAIMS** - Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the Stafford Regional Airport Authority, 75 Aviation Way, Fredericksburg, VA 22406, and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The Airport Authority Chairman shall issue the final decision of the Authority on the claim within 30 days of receipt of the claim and such decision shall be final and conclusive unless the Contractor appeals the decision in accordance with the VPPA. Invoices for all services or goods provided by the Contractor shall be delivered to the Authority later than 30 days following the conclusion of the work or delivery of the goods.
- F. **EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED** – Pursuant to Section 2.2-4311 of the VPPA, every contract in excess of \$10,000 shall include the following provisions:
- a. During the performance of a contract, the Contractor shall agree that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment in the solicitation and award of public contracts except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that he will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that he will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that he is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
 - b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- G. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

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Pursuant to Section 2.2-4312 of the VPPA every contract over \$10,000 the following provisions:

- a. During the performance of this contract, 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.
 - b. 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.
- H. ETHICS IN PUBLIC CONTRACTING – This specification incorporates by reference, but is not limited to, the provisions of law contained in the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act, Articles 2 and 3 of Chapter 10 of Title 18.2, the Virginia Public Procurement Act, Chapter 43 of Title 2.2 of the Code of Virginia 1950, as amended.
- I. EXPENSES INCURRED IN PREPARING PROPOSAL – The Authority accepts no responsibility for any expense incurred in the proposal preparation and presentation. Such expenses are to be borne exclusively by the offeror.
- J. EXCEPTIONS TO RFP – Offerors taking exception to any part or section of this RFP shall clearly indicate such exceptions in their proposal. Failure to indicate any exceptions shall be interpreted, as the offeror's intent to fully comply with the RFP as written. Conditional or qualified proposals are subject to rejection in whole or in part.
- K. INQUIRIES - All inquiries concerning this RFP must be directed, in writing, to Mr. Henry S. Scharpeenber, Chairman, 75 Aviation Way, Fredericksburg, VA 22406. The last day questions will be entertained is August 12, 2011,. A copy of all written questions received, and subsequent responses provided, will be mailed, faxed or emailed to known offerors.

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- L. INSURANCE REQUIREMENTS – Contractor shall secure at its own expense general liability insurance in an amount not less than \$2,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor.

Contractor shall also carry automobile insurance in an amount not less than \$1,000,000 solely contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy.

Contractor shall also carry Workers Compensation insurance, which meets the statutory requirements of the Commonwealth of Virginia.

In addition, contractor shall also carry other insurance coverage as outlined on the insurance checklist include herein as Attachment I.

The above-mentioned coverage shall be placed with an insurance carrier licensed to do business in the Commonwealth of Virginia. The carrier must have an AM Best Rating of A or better.

A certificate of insurance identifying coverage and naming the Authority as additional insured shall be furnished to the Authority. Liability coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the Authority.

- M. LAWS AND REGULATIONS – Any contract awarded shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in a court within the Stafford County General District Court or the Stafford County Circuit Court. Offeror agrees to indemnify the Authority for reasonable attorney's fee and costs incurred in its defense of any and all unsuccessful protest by offeror of this solicitation, or any resulting contract(s).
- N. LIABILITY – The successful offeror will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the successful offeror that make performance impossible or illegal, unless otherwise specified in the agreement.
- O. LICENSES AND PERMITS - The successful offeror shall pay all local, county, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied.

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- P. OFFEROR RESPONSIBILITY – Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Before submitting a proposal, each offeror shall make all investigations and examinations necessary to verify any representations made by the Airport Authority that the offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.
- Q. OWNERSHIP OF DOCUMENTS - The offeror agrees that all information, finished or unfinished documents, data, studies, surveys, drawings, maps, specifications, models, photographs, records, reports and other material gathered and/or prepared by or for it under the terms of the contract shall, at the Authorities option, be delivered to, become, and remain the property of the Authority. The Authority shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation the offeror.
- R. PAYMENT TO CONTRACTORS - In accordance with the VPPA, Section 2.2-4354, the offeror agrees that should any subcontractor be employed by the offeror to provide any goods or services under this contract, the Contractor agrees to the following:
1. The Contractor shall within seven days after receipt of any payments from the Authority pursuant to the contract, either:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the Authority attributable to the goods or services provided by the subcontractor; or
 - b. Notify the Authority and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice shall be given to: Henry S. Scharpenberg, Chairman, 75 Aviation Way, Fredericksburg, VA 22406 .
 2. The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the Authority for goods or services provided under this contract, except for amounts withheld under subparagraph 1.b above.

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3. The 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.
 4. The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the Authority.
 5. No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.
 6. The Contractor shall provide, on the RFP submission form, its social security number if an individual or its federal employer identification number if a proprietorship, partnership or corporation.
- S. **PROTEST OF AWARD OR DECISION TO AWARD** – An offeror may protest an award or decision to award a contract directly to the Airport Authority, pursuant to the applicable provisions of the VPPA.
- T. **REJECTION OF PROPOSALS** - The Authority reserves the right to reject any or all proposals, to waive any informality in any proposals or reject any item or combination of items.
- U. **RELATION TO AUTHORITY** – It is the intent of the parties hereto that the successful offeror shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Authority and that these bodies shall be at no time legally responsible for any negligence on the part of said successful offeror, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
- V. **SAFETY AND ACCIDENT PREVENTION** - the Contractor shall comply with all applicable federal, state and local laws, codes and regulations governing construction, safety, health and sanitation. The Contractor shall conform to all regulations set forth in the latest Occupational Safety and Health Administration Documents.
- W. **TERMINATION** - The Authority may terminate the contract for any reason upon ten (10) days notice and upon payment of any and all sums already earned under the Contract and reasonable expenses incurred in reliance upon the contract.

The Contractor agrees that any resulting contract shall be subject to annual appropriations of the Stafford Regional Airport Authority, and that non-

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appropriation of sufficient funding to continue the contract will result in its automatic termination once existing funding is exhausted.

- X. AUTHORITY EMPLOYEES – No employee of the Authority, shall be admitted to any share or part of this contract or to any benefit that may arise there from.
- Y. UNDERSTANDING OF RFP - Offerors shall thoroughly examine and be familiar with the RFP. The failure or omission of any offeror to receive or examine this document shall in no way relieve any offeror of obligations with respect to this proposal or the subsequent contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this paragraph.

IX. FEDERAL TERMS AND CONDITIONS

- A. AUDIT - The Authority, the Federal Aviation Administration, the Comptroller General of the United States, or any other duly authorized representative shall have access to any books, documents, papers, and records of consultants which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts and transcriptions. The successful offeror shall maintain all records for 3 years after final payment and closure of other pending matters.
- B. TITLE VI ASSURANCES - Appendix 1 of Advisory Circular No. 150/5100-14C, dated 2/16/94. See Attachment.

X. SUBMITTAL INSTRUCTIONS

- A. Mr. Henry S. Scharpenberg must receive one original and nine (9) copies of the qualifications proposal at the address specified below, not later than 4:00 p.m., E.S.T. August 18, 2011.

Proposal submissions shall be addressed to:

Stafford Regional Airport Authority
ATTN: Henry s. Scharpenberg, Chairman
75 Aviation Way
Fredericksburg, Virginia 22406

Proposals must be placed in a sealed envelope bearing the name of the offeror, the offerors address and the title and due date of the proposal. The proposal shall be signed in the name of the offeror and bear the signature of the person duly authorized to bind the firm in a contract. The name, address, and phone number of the point of contact shall be identified.

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- B. LATE PROPOSALS - It is the responsibility of the offeror to insure that the proposal arrives on time and at the proper location. Offerors should be aware that Authority members and personnel are not empowered to grant "permission" to submit a late proposal. The decision to submit a late proposal is solely that of the offeror. Late proposals may be considered for review and possible selection only if they appear to offer a distinct benefit to the Authority

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ATTACHMENT I - INSURANCE REQUIREMENTS CHECKLIST

| <u>NOTE: Review this section carefully with your insurance representative. This form must be completed and included with your submission.</u> | |
|--|--|
| <u>Name of Contractor & Contact:</u> | <u>Phone #</u> |
| <u>Name of Insurance Representative & Contact:</u> | <u>Phone #</u> |
| <u>CONTRACTOR'S GENERAL INSURANCE REQUIREMENTS: Please provide your responses to each item below by signifying "YES" or "NO" in the space provided to the right.</u> | <u>RESPONSE (YES, NO, or REMARKS)</u> |
| 1. The Contractor or any subcontractor <i>shall not begin</i> contracted work until they have obtained at their own expense <i>all of the insurance called for hereunder</i> and the Stafford Regional Airport Authority has approved such insurance. Approval of insurance required of the contractor and subcontractors will be granted only after submission to the Authorities Agent of original signed certificates of insurance or alternately, at the Authorities request, certified copies of the required insurance policies and endorsements. <i>Agreed?</i> | |
| 2. The Contractor shall require all <i>subcontractors</i> to maintain, during the term of this agreement, all types of liability insurance coverages in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the Authorities immediately upon request. <i>Agreed?</i> | |
| 3. Nothing contained in these specifications shall be construed as creating any contractual relationship between any subcontractor and the Authority. The Contractor shall be as fully responsible to the Authority for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it. The Contractor shall exercise precaution at all times for the protection of persons, (including employees) and property. <i>Understood?</i> | |
| 4. No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor from any liability or obligation imposed by the provisions of the contract documents. <i>Understood?</i> | |
| 5. The Contractor shall be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Contractor's work. <i>Understood?</i> | |
| 6. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work. <i>Understood?</i> | |
| 7. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor. <i>Understood?</i> | |
| 8. Insurance Coverage required in these specifications <i>shall be in force throughout the Contract Term</i> . Should the contractor fail to provide acceptable evidence of current | |

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| <p>insurance within <i>seven days</i> of written notice at any time during the contract term, the Authority shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Authority for the entire additional cost of procuring performance and the cost of performing the uncompleted portion of the contract at time of termination. <i>Understood?</i></p> | |
| <p>9. Permission is granted to the Contractor to purchase the required insurance subject to reasonable deductibles provided it is expressly understood and agreed that any payments required by the use of such deductibles are the exclusive responsibility of the Contractor. <i>Agreed?</i></p> | |
| <p>10. All required insurance coverages must be acquired from insurers <i>Best Rated A-IV</i> or better, authorized to do business in the <i>Commonwealth of Virginia</i>, and acceptable to the Authority. <i>Agreed?</i></p> | |
| <p>11. The <i>Certificate Holder</i> shall be the <i>Stafford Regional Airport Authority</i>. <i>Agreed?</i></p> | |
| <p>12. The Certificate should state <i>RFP No. 2011-01, Engineering and Project Management Services, Stafford Regional Airport</i>. <i>Agreed?</i></p> | |
| <p>➤ The Certificate should state: (a) <i>"The Stafford Regional Airport Authority is named as an additional insured with respect to liability arising out of any work performed by or on behalf of _____ ("the Contractor"); Agreed?</i></p> <p>➤ <i>Coverage shall contain wording prohibiting cancellation of coverage, failure to renew, or reduction in limit without the insurer first giving 30 days prior written notice of such action to the Authority. Agreed?</i></p> | |
| <p>➤ <i>"This insurance is primary to other insurance or self-insurance, whether such other coverage is stated as primary, excess, contingent or otherwise." Agreed?</i></p> | |

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| <u>CONTRACTOR'S GENERAL INSURANCE REQUIREMENTS: Please provide your responses to each item below by signifying "YES" or "NO" in the space provided to the right.</u> | <u>RESPONSE</u> <u>(YES, NO, or</u> <u>REMARKS)</u> |
|--|--|
| <u>Required Casualty Insurance--</u> The contractor, supplier, and others, and any contractor employed by them shall obtain, pay for, and maintain from the date of the contract to the completion and acceptance of all work under the contract (or termination of services in the case of suppliers) the following coverages as applicable to this contract: <i>Agreed?</i> | |
| <u>1. Workers' Compensation and Employers' Liability Insurance</u> shall protect the contractor/supplier from all claims under the applicable workers' compensation act of the state in which the work is performed and shall cover all employees employed at the site and those persons working under the contractor/supplier's direction. Any such insurance shall also include coverage for obligations imposed by any Federal Compensation laws or any maritime laws when the nature and scope of the contract includes any activities subject to such laws. <i>Agreed?</i> | |
| ➤ Workers' Compensation - Statutory Benefits | |
| ➤ Employers' Liability - minimum limits of liability \$1,000,000 each accident, each employee | |
| <u>2. Commercial General Liability Insurance</u> -shall protect the contractor/supplier (<i>and shall name the Authority as a primary additional insured</i>) against losses resulting in <i>bodily injury, personal injury and property damage</i> caused by or arising out of the contractor's operations under the contract. <i>Agreed?</i> | |
| ➤ Such insurance shall include coverage for <i>contractual liability, premises operations, and products and completed operations</i> . <i>Agreed?</i> | |
| | |
| ➤ The coverage for completed operations <i>shall be maintained for a period of two years</i> following completion and acceptance of the work performed. <i>Agreed?</i> | |
| ➤ Exclusions with respect to damage to underground property, damage by collapse of structures, and damage from the use of explosives <i>shall be deleted</i> from any insurance contracts purchased to comply with these requirements whenever the scope of work might directly or indirectly result in such damage. (<i>include X, C, U coverage</i>) <i>Agreed?</i> | |
| ➤ Minimum limits of liability are \$1,000,000 per occurrence and in the aggregate annually <i>Agreed?</i> | |
| ➤ General liability aggregate shall apply specifically to this project? <i>Agreed?</i> | |
| ➤ Contractual and other liability insurance provided under this contract <i>shall not contain a supervision, inspection or engineering services exclusion</i> that would preclude the Authority from supervising and/or inspecting the project as to the end result. <i>Agreed?</i> | |
| <u>3. Business Auto Liability Insurance</u> - shall protect the Contractor against losses resulting in bodily injury or property damage caused by or arising out of ownership, maintenance or use of any motor vehicle, owned, hired, or nonowned used in the performance of the contract. | |
| Combined single limit shall be \$1,000,000 per occurrence. <i>Agreed?</i> | |
| <u>4. Umbrella or Excess Liability Insurance</u> - shall protect the Contractor (<i>and shall name the Authority as primary additional insured</i>) against losses resulting in bodily injury, personal injury or property damage in excess of any limits required under General | |

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| Liability and Business Automobile Liability above. | |
| ➤ Minimum limits of liability are \$3,000,000 per occurrence and in the aggregate annually Agreed? | |
| ➤ Umbrella/Excess liability aggregate shall apply specifically to this project? Agreed? | |
| 5. <u>Environmental Liability Insurance</u> - shall protect the Contractor against liability caused by or arising out of transportation, storage, or disposal of hazardous waste or pollutants. This coverage requirement only applies to specific contracts involving environmental or hazardous substance operations or services. | |
| ➤ Minimum limits of liability are \$1,000,000 per occurrence and in the aggregate annually Agreed? | |
| 6. <u>Professional Liability Insurance</u> - shall protect the Contractor against service provider for claims resulting from alleged professional errors and omissions. | |
| ➤ Minimum limits of liability are \$1,000,000 per occurrence and in the aggregate annually. If possible, have Professional coverage scheduled as an underlying coverage on the umbrella policy. Agreed? | |
| <p><u>Indemnification</u>—The Contractor shall indemnify, protect, defend and hold harmless the Authority, its agents and employees from and against any and all claims, demands, judgments, or causes of action, including costs and attorney’s fees by any party or parties whatever for loss, damage, injury, fines or penalties of any kind or character either to persons or property directly or indirectly arising out of the operations performed under the contract except such loss, damage or injury as is caused by the sole negligence of the Authority. This indemnity agreement shall impose liability on the Contractor to the fullest extent permitted by the laws of the state governing performance thereof, and any provision hereof not permitted by such laws is expressly deleted from said agreement.</p> <p>“Injury” or “damage” as these words are used in the foregoing paragraph, shall be construed to include, but not be limited to, injury or damage consequent upon the failure of or use or misuse by the contractor/supplier, his subcontractors, agents or employees of any hoist, rigging, block, scaffolding, or any and all kinds of equipment whether or not owned, furnished or lent by the Authority</p> <p>Whenever the contractor or subcontractor shall use any scaffold, hoist or equipment of any other kind belonging to the Authority, contractor or any third party, whether or not included in any list of equipment necessary for the performance and completion of the work described, the contractor shall satisfy himself as to the safety of such facilities and agrees that the foregoing indemnification agreement applies to any liability arising out of the use of said equipment.</p> <p><i>The purchase of insurance by the contractor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this section.</i></p> | |
| <p><u>Offeror Statement</u> – I understand the insurance requirements of these specifications and will comply in full if awarded this contract.</p> <p><u>Print Name:</u> _____ <u>Signature:</u> _____ <u>Date:</u> _____</p> | |

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ATTACHMENT II

RFP SUBMISSION FORM

SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____

Address _____

Contact Person _____ Title _____

Telephone No. _____ Fax No. _____ Email _____

FIN or SS NO. _____

Organized under the laws of the State of _____

Principal place of business at _____

BPOL License No., if applicable _____

Following are the names and addresses of all persons having ownership of 3% or more in the company (attach more sheets if necessary):

| Name | Address |
|-------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The Stafford Regional Airport Authority requests, as a matter of policy, that any consultant or firm receiving a contract of award resulting from a formal solicitation issued by the Authority shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

SECTION II – EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee or member of the Stafford Regional Airport Authority, or members of their immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

SECTION III – CONFLICTS OF INTEREST

This solicitation is subject to the provisions of VA Code Ann. Section 2.2-3100 et seq., the State and Local Government Conflict of Interests Act. The Offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION IV – COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and federal law and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for my company.

Signature _____ Date _____

Name (Printed) _____ Title _____

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL

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ATTACHMENT III

PROPOSED CAPITAL IMPROVEMENTS

2012

Commercial Box Hangar Site Prep. Construction
Obstruction Removal Approach to Runway 33 Design & Construction
Obstruction Removal Approach to Runway 33 Short Form EA

2013

Runway Extension - Environmental Assessment
Runway Extension - Graves Relocation Study
Runway Extension - Phase III Archaeological Study
T-Hangar #5 Design

2014

Executive Hangar Design & Construction
T-Hangar #5 Construction
T-Hangar #6 Design

2015

Land Acquisition for Runway Extension
Runway Extension Design
T-Hangar #6 Construction

2016

Runway Extension Construction

2017

Apron Expansion Design & Construction
Terminal Area Site Construction
Terminal Building Construction

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1. ATTACHMENT IV

PROPOSED SCHEDULE

| | |
|----------------------------|---------------------------|
| Issue Request For Proposal | July 20, 2011 |
| Proposals Due | August 25, 2011 |
| Review of Proposals | August 29-31, 2011 |
| Interviews as required | September 6, 7, & 8 2011, |
| Selection | September 13, 2011 |
| Negotiations | TBD |
| Contract Award | October 11 2011, 2005 |

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APPENDIX 1

CONTRACTOR REQUIREMENTS

TITLE VI ASSURANCES

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 shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), 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, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
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 shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or (b) cancellation, termination, or suspension of the contract, in whole or in part
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs I through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. **Policy.** It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement
2. **DBE Obligation.** The contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 -
GENERAL CIVIL RIGHTS PROVISIONS**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Reference: Airport and Airway Improvement Act of 1982, Section 520 Title 49 47123 AC 150/5100-15, Para. 10.c.

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL 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:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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1.3 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Reference: 49 CFR Part 21 AC 150/5100-15

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *[specify number]* days from the receipt of each payment the prime contractor receives from *[Name of recipient]*. The prime contractor agrees further to return retainage payments to each subcontractor within *[specify the same number as above]* days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *[Name of Recipient]*. This clause applies to both DBE and non-DBE subcontractors.

Reference: 49 CFR Part 26

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BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Reference: 49 CFR Part 18.36

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Reference; 49 CFR Part 20, Appendix A

ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Reference; 49 CFR Part 18.36(i) FAA Order 5100.38

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

Reference; 49 CFR Part 18.36(i)(8) FAA Order 5100.38

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TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Reference; 49 CFR Part 30.13 FAA Order 5100.38

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TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.**
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Reference 49 CFR Part 18.36(i)(2) FAA Order 5100.38

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Reference: 49 CFR Part 29 FAA Order 5100.38