



REQUEST FOR PROPOSALS TITLE PAGE

Include This Page as the First Page in Your Proposal Response

City of Lynchburg, Virginia Procurement Division

Proposal Title: Airport Architectural, Engineering and Related Services for Smaller Projects

This is the City of Lynchburg's Request for Proposals (RFP) No. 14-913, issued May 22, 2014. Direct inquiries for information should be directed to Lisa Moss: e-mail: lisa.moss@lynchburgva.gov; Phone: 434-455-4228; Fax: 434-845-0711. All requests for clarification or questions regarding this RFP must be made in writing and received by **2:00 P.M., June 18, 2014**. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

Sealed proposals will be publicly accepted prior to **4:00 p.m., June 26, 2014**, 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 Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. Any alteration or changes to this RFP will be made only by written addendum issued by the Procurement Division, and all Offerors are responsible for obtaining issued addenda from the City's Procurement website: <http://www.lynchburgva.gov/current-solicitations>

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

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO: Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s): _____

See Paragraph B. on page 2 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.: _____ Date: _____

Address: _____ Phone: () _____

Fax: _____ () _____

Signature: _____

Typed or Printed Name, Title

Buyers Signature

I. SUBMISSION OF PROPOSALS

- A. An original, so marked, and three (3) copies, so marked, for a total of four (4) copies of the Proposal document are required. In addition, one (1) copy of the Proposal in an electronic format or CD in Microsoft Word format or PDF file must accompany the Proposal. The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this RFP shall be grounds for the City to reject such Proposals. Telegraphic or facsimile submission of Proposals will not be considered. Nothing herein is intended to exclude any responsible bank or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals. The content of the RFP and the successful Offeror's Proposal will become an integral part of the Contract, but may be modified by provision of the Contract. Offerors must be amenable to inclusion in a Contract any information, exclusive of that which is determined to be proprietary, provided either in response to this RFP or subsequently discussed and agreed upon 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 actions related to Contract execution and performance of responsibilities.

The electronic format of the required text shall be Microsoft Office 2000 or higher or PDF file. **The hard copy proposal shall be bound and prepared on 8 ½ x 11" sheets (one sided only). The text shall contain no more than 30 pages of minimum 12- point type lettering for sections described below. Text exceeding 30 pages 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.

- B. **Submission of Proprietary Information:** Trade secrets or proprietary information submitted by an Offeror in connection with the submittal shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protection of this Section prior to or upon submission of the data or the materials, and must identify the data or the materials to be protected and state the reason why protection is necessary (Section 2.2-4342 of the Code of Virginia). Offerors shall submit, in a separate section of the Proposal, any information that is considered proprietary and copyrighted material, and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare the entire Proposal proprietary nor may the Offeror declare proposed pricing as proprietary. References may be made within the body of the Proposal to proprietary information; however, all information contained within the body of the Proposal and not in the separate section labeled proprietary shall be considered public information.
- C. Proposals having any erasures or corrections must be initialed in ink by the Offeror.
- D. The City reserves the right to accept or reject any or all Proposals, to waive informalities, and to reissue any RFP and to award a Contract in the City's best interest. The City reserves the right to contract with firms not party to the resultant Contract if determined to be in the City's best interest.
- E. By submitting a Proposal response, the Offeror agrees that the Proposal response will not be withdrawn for a period of one hundred eighty (180) days following the due date for Proposal responses.

- F. By submitting a Proposal response, the Offeror certifies not to have conspired or agreed to intentionally alter or otherwise manipulate the Proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from conducting business with the City.
- G. By submitting a Proposal response, the Offeror certifies the Proposal is made without collusion or fraud and the Offeror has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with the Proposal; and, the Offeror has not conferred with 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.
- H. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a Proposal response. All Proposals submitted will become the property of the City.
- I. The City does not discriminate against faith-based organizations.
- J. It is the policy of the City of Lynchburg to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.

II. PROPOSAL

The City of Lynchburg is soliciting written PROPOSALS from qualified consulting firms (Consultant) to perform professional architectural, engineering, planning, electrical/mechanical and related services on an as-needed basis for airport projects at Lynchburg Regional Airport (LYH).

The intention of this process is to identify qualified firms to provide various professional services to plan, design and support various airside, terminal, landside, general aviation facilities, environmental, utilities and FAR Part 139 airfield projects at Lynchburg Regional Airport.

III. QUALIFICATION OF CONSULTANTS

All prospective Consultants shall have qualified personnel and subcontractors to furnish all necessary professional, technical, planning services and industry expertise as may be required to plan, program, design and perform the necessary professional services related to airport architecture, engineering, electrical, mechanical, structural and related services as described in the section entitled PROPOSED SCOPE OF WORK. It is the intent of the City of Lynchburg to enter into individual contracts and issue task/purchase orders to any one of the short-listed consulting firms depending upon each firm's level of qualifications and expertise in the desired area.

It is the intention of the Lynchburg Regional Airport to select the most qualified Consultants submitting the best and most advantageous proposals. Each Consultant submitting a proposal will be evaluated in accordance with the evaluation criteria set forth in section IX. CRITERIA FOR PROPOSAL EVALUATION. After receipt of proposals, the City will review and evaluate the responses in accordance with established criteria, and then select one, two or more firms whose professional qualifications and proposed services are deemed most meritorious. A panel of representatives of the City may conduct informal interviews with offerors so selected to allow prospective offerors to elaborate on their qualifications, or clarify questions in regard to their submittal.

After completion of the interview process, if any, firm(s) that are deemed to be the highest qualified will be maintained on a list to be considered for future, specific airport projects not to exceed \$500,000 per project or \$1.5 million cumulatively over a period of four (4) years.

IV. BACKGROUND INFORMATION/PROJECTS DESCRIPTION

Consultant Services – Smaller Projects at Lynchburg Regional Airport:

Lynchburg Regional Airport (LYH) is a primary, non-hub airport with a 251,000 population service area comprised of the City of Lynchburg and the four surrounding counties located in central Virginia. The airport offers two runways, with a primary runway (4-22) of 7,100 feet in length and a secondary runway of 3,387 feet. The secondary runway only serves general aviation aircraft.

Lynchburg Regional Airport is currently classified as an "Index A" airport by the Federal Aviation Administration and is certified under Federal Aviation Regulation (FAR) Part 139.

The airport is served by the regional affiliates of one major airline, US Airways. US Airways currently offers six daily departures to Charlotte with a mix of 50-seat regional jet 50-seat DeHavilland Dash-8 aircraft. The airport offers a total of 300 daily departure seats and 2013 airline passenger traffic 156,153, which represented a decrease of 1.1 percent over 2012.

Lynchburg Regional Airport also provides two full-service Fixed Base Operators (FBOs) that are very complementary. One tends to concentrate on university flight training programs and jet charter/management services, while the other caters to transient private and business aircraft as well as providing other traditional FBO services.

Airport operations have experienced explosive growth over the last few years, with 2013 recording a total of 115,237, up 9.4 percent over the year before. LYH is now ranked the third busiest airport in Virginia in terms of aircraft activity behind DCA and IAD. This growth is primarily due to increases in general aviation activities as a result of the growth of flight training operations by Liberty University's School of Aeronautics.

The airport's current master plan update was formally approved by the FAA in October 2010. The airport's most recent Airport Capital Improvement Plan (ACIP) calls for a mix of airside, terminal and landside projects over the planning period, including a new air traffic control tower in FY 2016.

V. GENERAL TYPES OF AIRPORT SERVICES DESIRED

- A. Architectural
- B. Civil engineering
- C. Electrical engineering
- D. Mechanical engineering
- E. Structural engineering
- F. Surveys
- G. Airport Planning
- H. Environmental
- I. Geotechnical services
- J. Various other airport services and combination of services as required

VI. TYPICAL SCOPE OF WORK

As appropriate and/or required, the consulting services anticipated during the period will include, but are not limited to, the following:

A. Project specific A/E services

1. Preliminary Design Services
2. Final Design Phase Services
3. Bidding Phase Services
4. Construction Administration Phase Services

B. General services related to the design, modification, refurbishment, remodeling, etc. of terminals, buildings, hangars, utilities and related systems

1. HVAC
2. Electrical
3. Security Equipment
4. CCTV
5. ADA compliance
6. Fire Alarm
7. Fuel Storage Tanks, Oil/Water Separators, etc.
8. Water lines, sanitary sewer lines, detention basins, etc.
9. Flight information displays (FIDS)
10. Other related airport facility components and systems as required

C. Planning and environmental services

1. FAA Environmental Form C (Short EA) services
2. Aircraft noise studies, plans and/or contours
3. Development of SWPPs, SPCCs, wetlands delineation/studies, and related environmental compliance documents/plans
4. Assistance, drawings and services related to airfield design standards, marking, signs, lighting, nav aids, etc.
5. Airport Layout Plan (ALP) revisions and project additions/changes
6. Energy audit services
7. Coordination of land appraisals, land acquisitions or sale, aviation easements, airport zoning, airport noise protection, etc.
8. Other planning and environmental services as required

D. FAA and Virginia Department of Aviation (DOAV) administrative and grant support services

VII. PROPOSED SCHEDULE OF IMPLEMENTATION

<u>Date</u>	<u>Scheduled Item</u>
May 22, 2014	Issue Request for Proposals
June 18, 2014 by 2:00 P.M	Last day to submit questions to procurement
June 26, 2014	Proposals Due Prior to 4:00 p.m.
4-6 weeks	City completes review of proposals and generates shortlist
TBD	Optional City interviews of selected firms
	City begins contract negotiations, obtains administrative approvals, Contract Documents assimilated
TBD	City issues Intent to Award Contract and Executes Contract Documents
TBD	Award Contract and Issue Notice to Proceed

VIII. PROPOSAL PREPARATION

The proposal response must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than thirty pages excluding the cover by including all other materials. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. The City reserves the right to request additional information or clarification if necessary throughout the evaluation process.

A. 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).**

B. 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 services
- 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 Use of sub-consultant(s)
- Section 6 Administrative documents and exhibits

- Exhibit 1 - MBE/WBE/OBE Program or Policy
- Exhibit 2 - Business Tax Registration Certificate
- Exhibit 3 – Insurance Requirements

C. Section 1 - Executive Summary

Proposers shall submit with their proposal an executive summary that highlights important features, qualifications, and related experience of the proposer. The Executive Summary must also include a brief statement of how the proposer shall meet the qualification criteria as set forth in the RFP.

D. 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 V and Part VI 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 proposer believes to be essential to the performance and completion of these services should also be addressed in this section.

E. 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, 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 that may be assigned to construction administration and 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 proprietor. Indicate the name (s) of the owners of your firm.

F. 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.

G. Section 5 - Use of Sub-Consultant(s)

Indicate those professional services disciplines that the firm expects to sub-contract to other firms. List and identify any sub-Consultant(s) by name, and summarize the appropriate experience of each sub-consultant.

H. Section 6 – Administrative Documents and Exhibits

Each proposal shall contain the following exhibits:

- Exhibit 1 – MBE/WBE/DBE Program
- Exhibit 2 – Business Tax Registration Certificate
- Exhibit 3 – Insurance Requirements

* 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.

IX. CRITERIA FOR PROPOSAL EVALUATION

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 Lynchburg Regional 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 Lynchburg Regional Airport.
- E. Prior project references.
- F. Clear concise presentation.

X. METHOD OF AWARD

Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal. At the option of the City, Offerors may be required to give an oral presentation to clarify or elaborate on their proposal. Negotiations shall then be conducted with the selected Offerors. Price may be considered, but need not be the sole determining factor, and shall not be considered if project utilizes FAA AIP funds. After negotiations have been conducted, the City shall determine which Offeror(s) has/have made the best proposal. After completion of the interview process, if any, Consultant(s) that are deemed to be the highest qualified will be maintained on a list to be considered for future, specific airport projects.

XI. CONTRACT TERM

The initial term of this contract shall be for one (1) year with the option to renew up to 4 additional one year contract terms upon mutual consent of the parties to the contract. Projects awarded under this pre-qualified contract shall not exceed \$500,000.00 per project or \$1.5 million dollars annually for all projects per firm. Initial contract period, for all selected firms, will be effective upon issuance of Notice of Award.

XII. GENERAL TERMS AND CONDITIONS

The following terms and conditions shall be incorporated into the negotiated contract. If any Offeror wants to amend or discuss during negotiations any term, the Offeror should set forth any objection, change, or addition in their proposal submission. Otherwise, submission of a proposal by an Offeror will obligate such Offeror to enter into a contract incorporating the terms and conditions of this section.

A. Subcontracting and Assignment of Work

The successful firm shall not subcontract or assign portions of the work, other than those specifically defined in the CONTRACT, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the successful firm and the successful firm will be responsible to the City for all work performed by any subcontracting firm or special consultant.

B. Payment for Services

Payments to the successful firm shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The successful firm's records and

documentation supporting such invoices shall be made available to the City upon reasonable request. The successful firm agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

C. Independent Successful Firm

The successful firm is an independent successful firm and nothing contained in a subsequent CONTRACT shall constitute or designate such firm or any of its agents or employees as employees of the City.

D. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm shall be paid for all services provided through the date of termination. The contract will terminate immediately upon failure of the City of Lynchburg, City Council to appropriate funds for its continuance.

The Successful firm agrees that all information and materials gathered and/or prepared by or for it under the terms of the CONTRACT shall be delivered to, become and remain the property of the City upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Successful firm.

E. Insurance

The selected firm shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractor firms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability) and Professional Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The selected firm shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured. The selected firm shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

The selected firm shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

G. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

H. Licenses and Permits

The Successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

I. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the successful firm agrees as follows:

1. The Successful firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful firm. The Successful firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Successful firm, in all solicitations or advertisements for employees placed by or on behalf of the Successful firm, will state that such Successful firm is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Successful firm will include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

J. Payments to Successful Firms

In accordance with Virginia Code Section 2.2-4354 the Successful firm agrees that:

1. Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:
 - a) The Successful firm shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or withhold all or a part of the subcontractors firm's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504.
 - b) The Successful firm shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph a) (1) above.
 - c) The Successful firm shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
 - d) The Successful firm's obligation to pay an interest charge to a subcontractors firm shall not be an obligation of the City.

- e) 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.
2. Invoice processing is to be in strict accordance with the rules and regulations set forth by the applicable Jurisdiction and the *Code of Virginia* Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. No promises or commitments on the part of any employee of the Public Body shall bind the Jurisdiction to any other terms and/or conditions other than those set forth in procedures issued by the Public Body.
- a) Invoices shall be submitted to the City on a monthly basis. The City shall pay the amount of the invoice within thirty (30) days. However, the City shall have the right to verify information contained on an invoice and extend the time of payment until information is received to correct any errors found therein. The invoices submitted shall include, at a minimum, the following information:
 - (1) Project name, city and state project number;
 - (2) City Project Manager;
 - (3) City assigned Contract Number;
 - (4) Not to exceed amount or lump sum amount;
 - (5) Total payments requested to date;
 - (6) Payments received;
 - (7) Balance due;
 - (8) Invoice number;
 - (9) Period during which services were performed; and
 - (10) Brief description of work covered by invoice.
 - b) Payments shall not be considered as evidence of satisfactory performance of the work either in whole or in part, nor shall any payment be construed as acceptance by the City of any defective work. The City reserves the right to withhold payment in the event the City believes that the work is unsatisfactory.

K. 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 Successful firm'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 City's Procurement Administrator, Third Floor City Hall, 900 Church Street, Lynchburg Virginia 24504 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The City's Procurement Administrator shall render a decision on the claim and shall notify the Successful firm within 30 days of receipt of the claim. The Successful firm may appeal the decision of the City's Procurement Administrator by providing written notice to the City Manager, within 15 days of the date of the appeal notice and such decision shall be final unless the Successful firm appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Successful firm shall be delivered to the City no later than 30 days following the conclusion of the work or delivery of the goods.

L. Taxes

The Successful firm shall pay all City, 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. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Successful firm and not of the City and the City shall be held harmless for same by the Successful firm.

M. Indemnification

To the fullest extent permitted by law, the Successful firm, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Successful firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

N. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City.

O. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

P. Responsibility for Property

The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

Q. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

R. Administrative Appeals Procedure

Any protest to award a contract shall be in writing and shall be delivered so that it is received by the City Manager not later than ten (10) business days after announcement of the award or award, whichever comes first.

S. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, 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 such 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 sub-Consultant or vendor.

Successful consultant shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful Consultant understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose 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 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. Right to Audit

All contracts are subject to audit by Federal, State or City Personnel or their representatives at no cost to the City. Consultant agrees to retain all records, books and other documents relevant to this contract and the funds expended hereunder for at least four (4) years after Contract acceptance, or as required by applicable law. Requests for audits shall be made in writing and Consultant shall respond with all information requested within ten (10) calendar days of the date of the request.

U. Conflict of Interests Act

The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.

V. Ethics in Public Contracting

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.

W. 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 City.

X. Other Airport Requirements

1. Special Working Conditions

- a) **Entrance to Airfield.** The Consultant acknowledges that entrance to and movement within the airfield is subject to strict security regulations which will be applicable not only to the Consultant, its employees, and sub-Consultant, but also to the contractor and all subcontractors who participate in the construction of the Project within the airfield fenceline. All personnel entering the airfield or remaining there without properly badged escort must attend security training classes and obtain and display special permits and exterior identification. A deposit for these security items may be required and shall be fully refundable upon their return.
- b) **Background Checks.** The Consultant shall establish procedures to assure that all its employees, suppliers or other interested personnel, who have unescorted access on

the airfield, have background checks to the extent allowable by law, including at a minimum, references and prior employment histories to the extent necessary to verify representations made by the employee/applicant relating to a full TSA-required background check including fingerprints. Additional checks shall be undertaken as required by law, TSA regulations or the Airport's Security Program. Furthermore, applications for airport security identification badges or permits shall contain a compliance statement which must be signed by the employee's manager and by an authorized verifier who shall be an employee of Consultant. The Consultant shall contact the Airport's Deputy Airport Director at (434) 455-6088 for any additional information needed regarding scheduling security training classes, obtaining I.D. badges and any other airport security matters.

- c) **Vehicular Movement on the Airfield.** The Consultant acknowledges that when working on the airfield, safety is of paramount importance. The Consultant shall insure that its employees, sub-Consultant and all employees and subcontractors of the contractor who builds the Project are aware of the following safety regulations:
- (1) Vehicles and personnel must give way to emergency Equipment and moving or parked Aircraft at all times.
 - (2) The Consultant shall arrange for prior clearance from Airport Operations 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 movements must be controlled and/or escorted by the Airport Operations Office through the Airport's Deputy Airport Director.
 - (3) A runway, other Taxiways, apron, or any portion thereof, can be closed to aircraft movements only if weather conditions and/or safe aircraft operations permit re-routing operational 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 with specific standards.
 - (4) A change of weather conditions, an emergency, or a change in the overall safe operational status of the airfield may be cause for the Airport Management to order any or all personnel and equipment to immediately vacate any designated airfield area, including "closed" areas, without liability to the City.
4. **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's Deputy Airport Director. Survey and/or construction related activities must maintain adequate horizontal and vertical clearance from active operational aircraft areas.

Y. Responsibilities

The City shall:

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. Furnish all required approvals and permits from governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
3. Give prompt written notice whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services.

Z. DBE Goals

The Lynchburg Regional Airport has established a 2.0% DBE goal for this professional service contract. The DBE percentage goal for the professional service contract shall be a percent of the entire airport consulting services project.

The Consultant shall make good faith efforts, as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation, to subcontract the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE) equal to or exceeding the goal established by the airport. In the event that the Consultant qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

Attachment ____ – Lynchburg Regional Airport FAA-approved Airport Layout Plan (ALP)

Department of Aviation Commonwealth of Virginia
Project List Report

Years: 2015, 2016, 2017, 2018, 2019, 2020

Project Categories: All

Project Types: CAF

Project Statuses: CIP

	FAA	State	Local	VDOT	Total
Lynchburg Regional Airport					
2015					
Air Traffic Control Tower Replacement (Construction)	\$1,153,954.00	\$546,046.00	\$500,000.00	\$0.00	\$2,200,000.00
Multi-Purpose Snow Equipment	\$0.00	\$400,000.00	\$100,000.00	\$0.00	\$500,000.00
T-Hangar Construction, Phase II	\$0.00	\$160,000.00	\$640,000.00	\$0.00	\$800,000.00
2015 SubTotal	\$1,153,954.00	\$1,106,046.00	\$1,240,000.00	\$0.00	\$3,500,000.00
2016					
Runway 4-22 Parallel Taxiway (Design/Construction)	\$4,050,000.00	\$450,000.00	\$0.00	\$0.00	\$4,500,000.00
2016 SubTotal	\$4,050,000.00	\$450,000.00	\$0.00	\$0.00	\$4,500,000.00
2017					
Airfield Lighting Rehabilitation	\$1,080,000.00	\$120,000.00	\$0.00	\$0.00	\$1,200,000.00
2017 SubTotal	\$1,080,000.00	\$120,000.00	\$0.00	\$0.00	\$1,200,000.00
2018					
Mid-Field Aprons & Taxiways G & H Rehabilitation	\$1,050,000.00	\$140,000.00	\$210,000.00	\$0.00	\$1,400,000.00
2018 SubTotal	\$1,050,000.00	\$140,000.00	\$210,000.00	\$0.00	\$1,400,000.00
2019					
South General Aviation Development Area	\$1,050,000.00	\$135,000.00	\$165,000.00	\$0.00	\$1,350,000.00
2019 SubTotal	\$1,050,000.00	\$135,000.00	\$165,000.00	\$0.00	\$1,350,000.00
2020					
Terminal Refurbishment (Baggage System/Lighting/Counters)	\$0.00	\$1,050,000.00	\$350,000.00	\$0.00	\$1,400,000.00
2020 SubTotal	\$0.00	\$1,050,000.00	\$350,000.00	\$0.00	\$1,400,000.00
Lynchburg Regional Airport SubTotal	\$8,383,954.00	\$3,001,046.00	\$1,965,000.00	\$0.00	\$13,350,000.00
Total	\$8,383,954.00	\$3,001,046.00	\$1,965,000.00	\$0.00	\$13,350,000.00

CITY OF LYNCHBURG, VIRGINIA
OFFICE OF RISK MANAGEMENT
900 CHURCH STREET, LYNCHBURG, VA 24504

INSURANCE REQUIREMENTS

The contractor/vendor shall procure, maintain and provide proof of insurance coverage for injuries to persons or damages to property which may arise from or in connection with the work performed on behalf of the City by the contractor, his agents, representatives, employees or subcontractor. Such coverage shall be maintained by the contractor/vendor for the duration of the contract period.

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.

Please state your ability to comply with these requirements _____ .
YES NO

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

1) The City of Lynchburg, Virginia, its officers/officials, employees, agents and volunteers (the City) shall be endorsed as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.

2) The contractor/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: Risk Management, 900 Church Street, Lynchburg, VA 24504, Phone: (434) 455-3815; Fax: (434) 847-1684. Please state ability to comply _____.

3) In addition to #2, above, the contractor/vendor shall provide the City with a certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply _____.

4) Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.

5) The contractor/vendor shall agree to provide the City 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 City shall be excess of the contractors/vendors insurance and shall not contribute therewith.

7) Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.

8) All rights of subrogation against the City shall be waived.

9) All coverages for subcontractors of the contractors/vendors, if any, shall be subject to all of the requirements stated herein.