



NEWPORT NEWS • WILLIAMSBURG
INTERNATIONAL AIRPORT

REQUEST FOR PROPOSALS

**Mobile Home Park Management
RFP #362019**

**Release Date: March 6, 2019
Response Deadline: April 3, 2019**

**900 Bland Boulevard, Ste. G
Newport News, VA 23602**

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SECTION 1 – INTRODUCTION

1.1 Purpose and Objective

The Peninsula Airport Commission (“the Commission”) is seeking an experienced Mobile Home Park Management Company to manage the Patrick Henry Mobile Home Park located at the Newport News/Williamsburg International Airport (“the Airport”). Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in this Request for Proposals (“RFP”).

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the Commission with data comparable to that which was submitted by other Respondents and, thus, be assured of fair and objective treatment in the Commission review and evaluation process.

Subject to approval by the Peninsula Airport Commission, the Commission’s objective is to enter into a five year agreement with one five year extension.

1.2 RFP Issuing Office

This RFP is issued for the Commission. The RFP Officer, identified below, is the sole point of contact regarding this RFP from the date of issuance until the selection of the successful Respondent.

Jessica A. Wharton
Director, Air Service, Marketing & PR
Newport News/Williamsburg International Airport
900 Bland Blvd., Suite G
Newport News, VA 23602
Telephone: (757) 877-0221 ext. 239
Fax: (757) 877-6369
Email: jwharton@flyphf.com

1.3 Commission’s Rights and Intentions

As a result of this RFP, the Commission intends to enter into a contract with the selected Respondent(s) to supply the services described in Section 2. However, this intent does not commit the Commission to award a contract to any Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The Commission reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this

RFP if it is in the best interest of the Commission to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the Commission to do so. The Commission maintains the option to expand these types of services to other Commission projects, departments, and divisions as needed.

1.4 Timeline

The schedule of events for this RFP is anticipated to proceed as follows:

- This RFP was distributed on March 6, 2019, published on the Newport News/Williamsburg International Airport's website (www.flyphf.com/about-phf/business) on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov), and in the *Daily Press*.
- All requests for RFP clarification must be submitted in writing to the RFP Issuing Officer at the address provided in Section 1.2 and received no later than 3:00 PM EDT on March 20, 2019.
- All questions will be answered and documented in writing as an Addendum to the RFP on or after March 20, 2019 by posting on the Newport News/Williamsburg International Airport's website (www.flyphf.com/about-phf/business) and on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov).
- **Final RFP submissions must be received by 4:00 PM EDT on April 3, 2019** at the address shown in Section 3.1(A). The right to withdraw a proposal in response to this RFP will expire on this date and time.
- Interviews will be conducted (if required) on a date to be determined.
- A Peninsula Airport Commission Board Meeting will be conducted to approve the contract on a date to be determined.

1.5 Overview of the Organization: Peninsula Airport Commission

The Peninsula Airport Commission owns and operates the Newport News/Williamsburg International Airport. The Commission was created by an act of the General Assembly of Virginia on February 18, 1946.

The purpose of the Commission is to develop, operate, and maintain the Airport and incidental property for the increase of commerce and other benefits to the citizens of the Commonwealth of Virginia. The Commission has an obligation to be a self-sustaining entity, by creating business opportunities that benefit the airport's long-term viability.

SECTION 2 - SCOPE OF SERVICES

Background

The Commission is seeking proposals for a Mobile Home Park Management Company to manage the Patrick Henry Mobile Home Park located at the Newport News/Williamsburg International Airport for an initial term of five (5) years, with a mutual option to extend the lease for an additional five (5) years. Proposals are sought from firms or individual practitioners with management experience.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the provisioning services. The scope may be enhanced by the Peninsula Airport Commission as they deem necessary. The gross revenues from the Patrick Henry Mobile Home Park from the previous 3 years are as follows: **FY 2016 - \$436,348, FY 2017 - \$449,123, FY 2018 - \$457,930.**

2.1 Detailed Scope of Services

The selected Respondent (“Contractor”) shall provide the following services over the term of the resulting contract:

1. Contractor will manage the Patrick Henry Mobile Home Park located at the Newport News/Williamsburg International Airport for the purpose of property management only. The property located at the Patrick Henry Mobile Home Park is not to be used as investment property.
2. Contractor may only backfill lots with prior consent from the Commission.
3. Contractor will negotiate and execute leases, renewals, or subsequent leases on behalf of the Commission, as in the Contractor’s best judgement to provide a fair return to the Commission, and are consistent with the Commission’s instructions. Leases are to be written on lease forms pre-approved by the Commission, and provided to Tenants by the Contractor.
4. Contractor will collect all rents and other charges which become due in accordance with the terms of the Lease Agreement, exercising due diligence in this pursuit, but nothing in this agreement shall be construed as a guarantee by the Contractor of the payment of rents or other charges by Tenant.
5. Contractor will collect from Tenants all or any of the following: Charges for late rent payments, bad checks, and related charges and penalties, credit report fees, subleasing or early termination of lease charges including commission. Contractor shall be entitled to retain such charges or commission to cover administrative costs.
6. Contractor must collect a Security Deposit equivalent to one month’s rent (or such other amount as pre-approved by the Commission) and to hold the Security Deposit of Tenants in an escrow account established and maintained in accordance with the regulations of the Virginia Real Estate Board. When Tenants vacate the Property, return Tenants Security Deposit with any interest as may be required by law, less any and all proper deductions.
7. Contractor shall keep accurate records of the rent receipts and expenditures for the property and furnish the Commission with accounting statements (to include *Monthly Income Statement, Monthly Cash Flow Report, Monthly Tenant/Owner’s Statement, Monthly Aged Receivables Report, Monthly Security Deposit Report*) and detailed annual statements of receipts and disbursements for tax purposes, with IRS Form 1099 indicating rents received for said property.
8. Contractor shall promptly Remit Net Rent directly to the Commission, or to deposit in the account of the Commission, as directed by the Commission, the balance of all sums due the Commission under the terms of an agreement. Remittance will be forwarded by the 1st of the following month, provided the rent and other fees as applicable have been collected by this date.
9. Contractor will make regular inspections of the property as the Commission feels necessary and report matters concerning the condition of the property to the Commission. In the event of vacancy, contractor will take reasonable precautions to safeguard the property and notify the Commission promptly of the vacancy. Contractor is not liable for any damages to the Dwelling Unit or the Premises of any kind. Commission will be responsible for the removal of abandoned trailers from the park.

10. Contractor will investigate credit references of prospective Tenants, sign leases, renew and/or cancel existing leases and prepare and execute new leases in accordance with agreed upon terms.
11. Contractor shall provide rules and regulations for the Patrick Henry Mobile Home Park at time of lease signing and make them readily available to all Tenants at all times.
12. The Lease will contain an unilateral option of the Commission to terminate the Lease at any time without cause.
13. Contractor will enforce a pet policy (banning aggressive breeds), parked vehicle policy, trash collection, curfews and other rules and regulations as applicable.
14. Contractor will institute and enforce weekly trash collection, rules for bulk trash and collection.
15. Contractor will enforce that tenants maintain lots in a neat and orderly fashion, to include lawns mowed and weeded, leave raked, and weeds and leaves kept clear of all storm drains. The Commission maintains roads, storm drains, sewer and water lines, as well as grass cutting in all empty lots/fields.
16. Contractor will promptly notify all tenants of pertinent communication, lease changes, violations etc. in writing, with ample notice to tenants. Contractor will provide a copy of all dated correspondence to the Commission prior to the Tenants, for review and record keeping.
17. Contractor shall institute and prosecute actions to evict Tenants, to recover possession of the property, and to sue for and recover rent. Contractor reserves the right to settle, compromise, and release legal actions or reinstate such tenants, as Contractor sees fit or appropriate. The Commission will appoint the Contractor as the Commission's attorney with full power to do all things appropriate that the Commission might do to collect from any tenant or other party, all amounts due and owing to the Commission in relation to the property, including without limitation prosecution of suits and actions for rent, damages, unlawful detainer, eviction, and other legal or equitable actions.
18. Contractor will follow the Fair Housing Act and leases will be governed by the Virginia Residential Landlord Tenant Act (VRLTA).
19. Contractor will enforce and require tenants to maintain homeowner's insurance. Contractor will annually verify valid homeowner's insurance policies. Tenants shall name the Commission as an additionally insured on the homeowner's policy.
20. Contractor does not assume and is given no responsibility for compliance of the building on property with the requirements of any statute, ordinance, law or regulation of any governmental body or any public authority or official having jurisdiction, except to notify the Owner Promptly or forward the Owner promptly any complaints, warnings, notices or summons received by it relating to such matters.
21. Contractor must maintain use of the premises in strict accordance with all applicable laws, ordinances and regulations of governmental authorities, including the Fair Housing Act and the Virginia Residential Landlord Tenant ACT (VRLTA). If any government permits or licenses are required for the practice of Mobile Home Park Management to be carried out by the contractor, then the Contractor shall obtain such permits and licenses at the Contractor's sole expense. Contractor shall follow good management practices which are the custom within Mobile Home Park Communities.

2.2 Minimum Qualifications and Eligibility

A. Minimum Qualifications

Respondents must demonstrate that they previously have successfully performed the type of services detailed in Section 2.1, Detailed Scope of Services.

B. Eligibility

1. The Respondent must be properly licensed by the Commonwealth of Virginia, as needed.
2. Respondent must have adequate financial resources or ability to obtain resources as required for the performance of this Contract.
3. The Respondent must have the necessary management and technical capability to perform the work.
4. The Respondent must provide a statement of assurance that the Respondent is not currently in violation of any regulatory agency rule or, if in violation, can provide an explanation as to why the violations would not have material adverse impact on the Respondent's ability to perform under this contract.
4. The Respondent must provide a statement of assurance that there are no known conflicts of interest that would prohibit the firm from entering into a Contract with the Commission for the provision of Mobile Home Park Management Services. In addition, the Respondent must provide a statement of commitment to disclose future actual or potential conflicts of interest, and how the Respondent would resolve any such conflict.
6. The Respondent must be an established firm regularly engaged in the type of verifiable business necessary to fulfill the RFP requirements with a minimum of 5 years experience.
7. The Respondent must be otherwise qualified and eligible to receive an award under applicable federal, state and local laws and regulations.
8. The Respondent must identify any material litigation, administrative proceedings or investigations in which the Respondent is currently involved or which may be threatened. The Respondent must indicate the current status or disposition of such litigation, administrative proceedings or investigations.
9. The Respondent shall not be suspended, debarred, or otherwise determined to be non-responsible.

SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Respondent's Proposal

- A. Acceptance Period and Location.** To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received physically at the address below on or before 4:00 PM EDT, on Wednesday, April 3, 2019, (emailed or faxed proposals are not acceptable).

Michael Giardino
Executive Director
Newport News/Williamsburg International Airport
900 Bland Blvd., Suite G
Newport News, VA 23602

There will be no public opening of the proposals.

- B. Required copies.** Respondents must submit one (1) signed original Proposal and three (3) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as “Mobile Home Park Management”** The Respondent must also include a copy of its full proposal on a CD or USB Flash Drive. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign proposals.
- C. Economy of Preparation.** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.
- D.** Proposed management fee as a percentage of **gross revenues collected** for management of the Patrick Henry Mobile Home Park.

3.2 Response Date

To be considered, sealed proposals must arrive on or before the location, time and date specified in Section 3.1(A). *Requests for extension of the submission date will not be granted.* Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

3.3 Clarification of RFP and Questions

Any questions regarding this RFP shall be addressed to the RFP Officer, Jessica A. Wharton, via email to jwharton@flyphf.com. This RFP Officer shall determine whether any addendum should be issued as a result of any questions or other matters that arise prior to the submission date. All questions that will be answered and documented in writing as an Addendum to the RFP by posting on the Airport's website (www.flyphf.com/about-phf/business) and on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). No contact will be allowed between the Respondent and any other member of the Commission with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Officer. Prohibited contact may be grounds for Respondent disqualification.

3.4 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, Addenda will be posted on the Newport News/Williamsburg International Airport's website (www.flyphf.com/about-phf/business) and on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). It is the Respondent's responsibility to check for Addenda prior to the proposal due date and time to ensure that all Addenda are received. **An acknowledgment of such Addenda, if any, must be submitted with the RFP response.**

3.5 Organization of Proposal

This section outlines the information that must be included in your response. Please respond with your information in the same order as the items in the section. *Information considered a valid “trade secret” or “proprietary information” must be stamped so on each page – see also Section 4.11.*

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the

obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the contact person.

- B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
- C. Company Information.** Provide information related to yourself or your company and any company you are proposing to use as sub-contractors. Specifically address the following:
1. Year the company was organized.
 2. Identification of company ownership.
 3. Financial Information:
 - a. Publicly owned or Not for Profit Organizations: Financial history of the company covering the last three years. Submit a Consolidated Balance Sheet for the most recent year prepared by an independent certified public accountant in accordance with generally accepted accounting principles. The Commission reserves the right to request additional financial information during the proposal review process.
 - b. Privately Held Companies: Total gross revenues of the company for each of the last three years. The Commission reserves the right to request additional financial information during the proposal review process.
 - c. Summary of Financial Software used to maintain records and how long Contractor has used it.
- D. Experience.** Provide information that clearly demonstrates your prior experience and background in Mobile Home Park Management similar to this project. This section must include:
1. A minimum of five current or former clients that may be contacted by the Peninsula Airport Commission.
 - a. Name and address of the client;
 - b. Dates of engagement for the client;
 - c. Name and telephone number of contact person;
 - d. Provide pictorial examples (homes, lots, grounds etc.)
- E. Qualifications.** Provide information that clearly demonstrates your organization is qualified and competent to provide the requested services:
1. Identify key personnel, including experience history, who will be assigned to work on the project/provide services, to include a biographical profile summarizing the background, education, experience with the firm, and professional credentials of personnel to be assigned to the account.
 2. Define the professional staff that will actually perform services for the Commission and will serve as the Commission's contact person with your firm.

3. Identify all subleasees (if any) who will work on the project/provide service and define their role.
 4. List any licenses, certifications or education required to perform these services.
- F. Approach to Scope of Services.** Discuss how the firm will approach providing each of the services outlined in this RFP.
- G. Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business:** Although Respondents are not required to be a DSBSD-certified small business or a service disabled veteran-owned business in order to obtain an award, Respondents shall provide whether they are DSBSD-certified (along with their certification number), service disabled veteran-owned, or detail their plan to utilize DSBSD-certified small businesses or service disabled veteran-owned businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- H. Insurance Certificates.** Each Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4.12 of this RFP.
- I. Exceptions to General Information for the Respondent.** For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Respondent", the section number of any requirement to which an exception is being taken and an explanation of their position.
- J. Certification.** Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided.
- K.** A completed **Request for Proposals (RFP) Cover Page** in the form attached hereto.
- L.** An executed **State Corporation Commission (SCC) Form** in the form attached hereto.
- M.** An executed **Certificate Regarding Lobbying Pursuant to 49 CFR Part 20** in the form attached hereto.
- N.** An executed **Certifications Regarding Debarment and Procurement Policy** in the form attached hereto.
- O.** An executed **Non-Collusion Certificate** in the form attached hereto.
- P.** An executed **Statement of Qualifications Acknowledgement** in the form attached hereto.

3.6 Evaluation Criteria

The Peninsula Airport Commission will initially review the proposals for responsiveness and responsibility. Those proposals meeting the responsiveness and responsibility requirements will be evaluated according to the following weighted criteria:

1. Firm's knowledge of industry. Quality and depth of the firm's experience and its prior capability in providing similar services, including, but not limited to, past performance on projects for clients of a

magnitude comparable to, or greater than the Commission. The quality of work on those transactions will be considered. **(25 pts)**

2. Information provided by client references. **(15 pts)**

3. Availability of principal personnel. **(15 pts)**

4. Sufficiency of financial resources and its impact on ability of the Respondent to perform the contract or provide the services. **(10 pts)**

5. Overall organization, content and quality of proposal, including cohesiveness and clarity of response. **(10 pts)**

6. Management fee as a percentage of gross rents collected. **(25 pts)**

The Contractor shall provide the Commission with a *printed and electronic* version of its final qualifications.

3.7 Oral Presentation

Respondents who submit a proposal may also be required to make an oral presentation of their proposal to the Commission. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. At the same time, the Commission is under no obligation to offer any Respondent the opportunity to make such a presentation.

3.8 Investigations

The Commission reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFP documents and the anticipated contract document. The Commission reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement.

SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT

4.1 Reservation of Rights

The Commission reserves the right to:

- A. Award a contract by individual items, in the aggregate, or in combination thereof.
- B. Reject any or all proposals whenever such rejection is in the best interest of the Commission.
- C. Waive any informality in proposals received whenever such waiver is in the best interest of the Commission.
- D. Cancel or withdraw this RFP.

The Commission is not committed, by virtue of this solicitation, to award a contract, or to procure or contract for services.

If a Respondent is selected for contractual negotiations, the selected Respondent may be required to prepare and submit additional information prior to final contract execution.

4.2 Contract Negotiation

Based on the evaluation criteria in Section 3.6, the Commission will only select Respondents deemed to be fully qualified and best suited among those submitting proposals, including management fee. Management fee shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Respondent so selected, the Commission shall select the Respondent which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Respondent.

Should the Commission determine in writing and in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Respondent.

Once the selection has been made as to which Respondent will be awarded the contract, the RFP Coordinator will post a Notice of Award on the Airport's website (www.flyphf.com/about-phf/business) and on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov).

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the proposed award. Contractor shall provide the Commission with a *printed and electronic* version of its final proposal.

4.4 Prime Responsibilities

The Contractor shall assume responsibility for all services offered in its proposal whether or not provided by them. Contractor shall be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the Commission shall approve all subcontractors and will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

The Contractor hereby covenants:

1. **Use.** The Contractor shall use approved areas in full compliance with all provisions of the Commission, for the purpose of providing management and operations of the Patrick Henry Mobile Home Park. Contractor shall provide services approved by the Commission only.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between the Commission and Contractor.

4.6 News Release

News releases pertaining to this solicitation or the services to which it relates will not be made without prior approval by the Commission and then only in coordination with the Director of Air Service, Marketing and Public Affairs for the Airport.

4.7 Notification of Respondent Selection

All Respondents who submit proposals in response to this solicitation will be notified by the Commission of acceptance or rejection of their proposal.

4.8 Anti-Collusion

All Respondents who submit proposals in response to this solicitation hereby certify that such proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Respondent understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

4.9 Incurring Costs

The Commission is not liable for any costs incurred by Respondent prior to issuance of a “work order” effective date of the contract.

4.10 Material Submitted

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in the Commission upon submission of the Respondent’s proposal to the Airport without any obligation or liability by the Commission to the Respondent. The Commission has the right to use any or all ideas presented by a Respondent.

Trade secrets or proprietary information submitted by Respondent in connection with procurement transactions shall not be subject to public disclosure only if permitted under the Virginia Freedom of Information Act and designated as proprietary in accordance with Section 2.2-4342 of the Virginia Public Procurement Act. If applicable, Respondent must invoke the protections of this law prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Price quotations in proposals submitted to the Commission are not “proprietary” or “confidential”. They are considered public information.

The trade secret or proprietary material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices and /or total proposed prices as trade secrets or proprietary is not acceptable and will result in rejection of the proposal.

4.11 Insurance Requirements

The Respondent shall procure and maintain at their own expense for the duration of the Contract, Comprehensive General Liability Insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of Virginia, covering all operations under the Contract whether performed by the Respondent, or by their subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. The Respondent further agrees that all limits will be made available which are excess of the amounts below.

The successful Respondent shall furnish to the Commission a certificate or certificates of insurance in a form satisfactory proof of acceptable insurance coverage to the Commission showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Commission. Such proof shall, unless otherwise required by the Commission, consist of certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. The Respondent shall notify the Commission immediately if the Respondent receives notification of non-renewal or cancellation. All certificates must comply with the provisions of Section 38.2-518 of the Code of Virginia, 1950, as amended. Except for Workers' Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

Coverage A: Statutory Limits for Virginia

Coverage B: Employer's Liability

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 per employee

A broad form of all states endorsements should be attached.

B. GENERAL LIABILITY

Commercial General Liability including coverage for independent contractors on an occurrence basis as follows:

Combined Single Limit	\$2,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations	\$2,000,000
Premises and Operations	\$2,000,000
Personal Injury	\$2,000,000

Owners' and Contractors' Protective Liability as follows:

Per Occurrence	\$2,000,000
General Aggregate Limit	\$2,000,000

The Commission shall be endorsed as an additional insured with respect to goods/services being procured, and the Additional Insured Endorsement page shall be included with the Certificate of Insurance provided to the Commission.

D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Respondent with minimum limits of \$2,000,000 per occurrence and \$3,000,000 aggregate coverage.

E. COMMERCIAL AUTOMOBILE LIABILITY FOR OWNED, NON-OWNED, HIRED, LEASED AND RENTED VEHICLES

Combined Single Limits	\$2,000,000
Uninsured Motorist	\$2,000,000

Contractor shall purchase and maintain during the life of the Contract such commercial automobile liability insurance including employer’s non-ownership liability, hired car liability, leased car liability and rented car liability to protect him and any subcontractors performing work covered by the Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them. The Commission, its officers and employees shall be endorsed as “additional insured” with the provision that this coverage “is primary to all other coverage the Peninsula Airport Commission may possess”. The Certificate of Insurance evidencing the additional insured status must be presented to the Airport’s attorney.

F. EXCESS LIABILITY

Contractor may satisfy the insurance requirements of A, B, C, D and E above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in A, B, C, D and E.

G. SELF INSURED RETENTIONS, DEDUCTIBLES AND AGGREGATE LIMITS

All self-insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by the Airport attorney.

H. “CLAIMS MADE” POLICIES

If the liability insurance purchased by Contractor has been issued on a “claims made” basis, Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same.

The Contractor must either:

- 1) Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment under the Agreement for General Liability policies. This certificate shall evidence a “retroactive date” no later than the beginning of Contractor’s work under the contract, or
- 2) Purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

4.11 Hold Harmless/Indemnification

Contractor shall indemnify, defend and hold harmless the Airport and the Commission from and against all loss, damage, and expenses resulting from or arising in connection with all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by Contractor. Contractor hereby agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, “the Airport” and “the Commission” includes their employees, officials, agents and

representatives. “Contractor” also includes subcontractors and suppliers to Contractor. The word “defend” means to provide legal counsel for the Commission or to reimburse the Commission for its attorneys’ fees and costs related to the claim. This section shall survive the Contract. The Commission is prohibited from indemnifying Contractor and/or other third parties.

4.12 Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business

The Commission’s goal is to increase the number of small businesses, and businesses owned by women, minority individuals, and service disabled veterans in all possible areas of the airport’s procurement. In furtherance of those efforts, Respondents should utilize best efforts in achieving the goals for small, women-owned, minority, and service disabled veteran-owned business participation.

4.13 Proposal Certification

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the Commission must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

4.14 Anti-Discrimination

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

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

A. During the performance of this contract, the Contractor agrees as follows:

1. Contractor will not discriminate against any employee or application for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applications for employment, notices setting forth the provisions of this nondiscrimination clause.

2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that such Contractor 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 requirement of these provisions A. and B. are a material part of the contract. If Contractor violates these provisions, the Commission may terminate the affected part of this contract for breach, or at its

option, the whole contract. Violation of one of those provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

5. In accordance with Executive Order 61 (2017), a prohibition on discrimination by Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

B. Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.17 Ethics in Public Contracting

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

4.15 Immigration Reform and Control Act of 1986

Applicable to all contracts over \$10,000: By entering a written contract with the Commonwealth of Virginia, Contractor certifies that Contractor does not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

4.16 Drug-Free Workplace

Applicable for all contracts over \$10,000:

During the performance of this contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacturing, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractors workplace or on the lease premises 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 provision of the foregoing clauses in every subcontract or sublease or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor, sublessee, or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a contract awarded to Contractor, 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 contractor or the lease.

4.17 Authorization to Conduct Business in the Commonwealth

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or

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

APPENDIX C

PENINSULA AIRPORT COMMISSION

REQUIRED FORMS

THE FOLLOWING FORMS ARE REQUIRED SUBMISSION DOCUMENTS. FAILURE TO COMPLETE ANY OF THESE FORMS AND SUBMIT THEM WITH YOUR QUALIFICATIONS MAY RENDER THE APPLICANT NON-RESPONSIVE AND INELIGIBLE FOR SELECTION.

NEWPORT NEWS/WILLIAMSBURG INTERNATIONAL AIRPORT

900 Bland Blvd, Suite G
Newport News, VA 23602
Phone: (757) 877-0221
Fax: (757) 877-6369

REQUEST FOR PROPOSALS (RFP) COVER PAGE

ISSUE DATE: March 6, 2019	REQUEST FOR PROPOSALS NAME: Mobile Home Park Management	FOR: Mobile Home Park Management
DEPARTMENT: N/A	DATE/TIME OF CLOSING: April 3, 2019 at 4:00 pm EDT	RFP OFFICER: Jessica Wharton Director, Marketing & PR
DATE/TIME LAST DAY FOR QUESTIONS: March 20, 2019 at 3:00 pm EDT	DATE/TIME PRE-PROPOSAL MEETING: N/A	PRE-PROPOSAL MEETING MANDATORY: N/A

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the Peninsula Airport Commission the items or services offered and accompanying attachments shall constitute a contract.

Sealed proposals, subject to terms and conditions of this Request for Proposals will be received by the Newport News/Williamsburg International Airport, 900 Bland Blvd, Suite G, Newport News, VA until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

This public body does not discriminate against small and minority businesses or faith-based organizations.

VENDOR INFORMATION

Name of Vendor: _____ Telephone #: _____

Address: _____ Federal Employer Identification#: _____

_____ State Corporation Commission #: _____

Contact Name: _____ Contact Email Address: _____

By signing this proposal, Vendor(s) certifies, acknowledges, understands and agrees to be bound by the conditions set forth in this RFP.

VENDOR'S LEGALLY AUTHORIZED SIGNATURE

DATE

PRINT NAME

TITLE

Please take a moment to let us know how you found out about this Request for Qualifications (RFQ) – Check one:

- The Airport Website Bid Room (Please List) _____
 Notified by the Airport Directly Other (Please List) _____
-

STATE CORPORATION COMMISSION (SCC) FORM

Virginia State Corporation Commission ("SCC") Registration Information

The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number: _____ .

- OR -

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

- OR -

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

- OR -

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.

****NOTE**** Check this box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Peninsula Airport Commission reserves the right to determine in its sole discretion whether to allow such waiver).

Signature: _____

Date: _____

Name: _____

Title: _____

Name of Firm: _____

****This document must be completed & returned with proposal submission.***

PENINSULA AIRPORT COMMISSION

900 Bland Blvd, Suite G, Newport News, VA 23602

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART20

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor _____, certifies the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

****This document must be completed & returned with proposal submission.***

PENINSULA AIRPORT COMMISSION

900 Bland Blvd, Suite G, Newport News, VA 23602

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RESPONSIBILITY

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/ proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/ proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

[Print Name of Contractor]

By:

[Signature]

[Print Name]

[Print Title/Office]

****This document must be completed & returned with proposal submission.***

PENINSULA AIRPORT COMMISSION

900 Bland Blvd, Suite G, Newport News, VA 23602

Non-Collusion Certificate

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Respondent understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Date: _____

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission.***

PENINSULA AIRPORT COMMISSION

900 Bland Blvd, Suite G, Newport News, VA 23602

RFP Mobile Home Park Management

Proposal

Acknowledgment of Authorized Officer

The submittal of this proposal is the duly authorized official act of the Applicant and the undersigned officer of the Applicant is duly authorized by resolution of Applicant to execute this Acknowledgment on the behalf of and as the official act of the Applicant, this ___ day of _____, 2019.

Company: _____

By: _____

Print Name: _____

Title: _____

****This document must be completed & returned with proposal submission.***