

**REQUEST FOR BIDS
ROANOKE REGIONAL AIRPORT COMMISSION**

BID NUMBER: 20-014

DEADLINE FOR RECEIPT OF BID: December 9, 2020 at 2:00 PM

**IN PERSON or BY MAIL TO: Erin Henderson-Purchasing and Contracts Manager
Roanoke Regional Airport Commission
5200 Aviation Drive
Roanoke, VA 24012**

**BID FOR SERVICES: STAND- BY GENERATORS QUARTERLY PM INSPECTIONS,
AND ROUTINE SERVICE**

**SITE VISIT: to be scheduled with Donny Humbert
(Donny.Humbert@flyroa.com)**

**QUESTIONS DUE: December 2, 2020 at 2:00 PM
Email to erinh@flyroa.com**

PART 1-INSTRUCTIONS TO BIDDERS

A. General

1. The Roanoke Regional Airport Commission is seeking bids for quarterly preventive maintenance inspections; and routine engine oil, oil filter, air filter inspection and fuel filter replacement service for the Commission's six (6) stand-by generators for a period of five (5) years at the Roanoke-Blacksburg Regional Airport.
2. Submit bid quotation on the blank bid form included herein, filling in all spaces and information; failure to answer all questions, provide all information and return all pages of this Request for Bid may be cause for disqualification of the bidder.
3. All bids must be signed by an authorized representative of the responding firm.
4. The bid must be presented in an envelope and must be sealed, marked and addressed as follows:

**Roanoke Regional Airport Commission
Administrative Offices
5202 Aviation Drive, NW
Roanoke, VA 24012**

Attention: Erin Henderson, Manager-Procurement and Contracts

Place in lower left hand corner of the envelope:

Stand-By Generators Services
Bid Number 20-014
Roanoke-Blacksburg Regional Airport
Roanoke, Virginia

5. Only bids received in the Commission's Administrative Offices, Second Floor Terminal Building, on or prior to the bid deadline specified above shall be considered. Bids received after the bid deadline will not be considered.
6. **Bids will be evaluated on the basis of the commercial references and the lowest total price for all services for a period of five years for each of the five generators that includes:**
 - ✓ Quarterly Preventative Maintenance Inspection Services
 - ✓ One Routine Service-Annual Oil and Filters Change (1) annually
 - ✓ Quarterly Inspection to include but not limited to: changing of air filters, checking cooling levels, hoses, heating elements, battery levels and overall condition of the unit.
 - ✓ Option: Load bank testing in year 3 of the contract, the airport may decide not to perform the testing during this agreement.

The whole bid will be totaled and one (1) Contract will be awarded.

7. The Commission has six (6) stand-by generators:
 - 1) Generator 3412-Terminal Building (CAT)
 - 2) Generator 3208-Airfield Maintenance Building #31 (OLYMPIAN)
 - 3) Generator 150ROZJ81-Building #27-Vault (KOHLER)
 - 4) Generator ONAN-Building #21-Old Fire Station (CUMMINS)
 - 5) Generator 200RE0ZJF-New Fire Station (KOHLER)
 - 6) Generator 150R0ZJ71-Building 51 (KOHLER)
8. Any questions concerning this Request for Bid shall be addressed to Donny Humbert by email to: Donny.Humbert@flyroa.com; **otherwise, Bidders shall not contact any Commission Employee concerning the bids.**

No additional time frame for questions after the question due date. **An addendum will be sent to all bidders of record; and, posted on the Commission's web page.**

9. Site visits shall be scheduled by appointment only. Please email: Donny.Humbert@flyroa.com to schedule.

B. Additional Requirements for Completion of Bids

1. Each Bidder shall include on the bid form the name of at least three commercial references for similar services, including the name and telephone number of a contact at the reference company.
2. Any changes, including corrections of omissions and discrepancies that may be made to the Invitation to Bid will be in the form of an Addendum which will be provided to all Bidders. Receipt by the Bidder of such addenda shall be acknowledged on the bid form.
3. The scope of work, including the detailed specifications and other requirements, terms and conditions which will be imposed on the successful bidder are included in the attached Proposed Contract.
4. Each Bidder shall specify, in its bid, the name of and the work to be performed, if any, by each subcontractor.
5. Each Bidder shall complete and submit with its bid the Worker's Compensation Certificate of Coverage appearing as Bid Form-2. No award shall be made to any Bidder who fails to show such evidence of required Worker's Compensation coverage.
6. Each bidder shall submit Bid Form-3 Bidder Certification of Licensure and Licensure of Subcontractors with its bid.
7. Each bidder shall submit Bid Form-4 with its bid, which has been completed to include the identification number issued to it by the State Corporation Commission (SCC) indicating that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

All proposals or bids and any accompanying or related information submitted to the Commission will become the property of the Commission and will not be returned. Trade secrets or proprietary information submitted by a proposer or bidder may not be subject to the Virginia Freedom of Information Act (Section 2.2-3700 et seq.), provided that the proposer or bidder: (i) properly invokes the protections of the applicable sections of the Virginia Code, as amended, including, without limitation, Virginia Public Procurement Code Section 2.24342 for trade secrets or proprietary information prior to or upon submission of the data or other materials to be protected; (ii) clearly identifies the data or other materials in the proposal to be protected; and, (iii) states in writing the reasons why protection is necessary.

By submitting a proposal or bid, the submitting entity consents and agrees that, notwithstanding any express or implied claim of copyright, any and all documents and materials submitted to the Commission shall be the exclusive property of the Commission and are not subject to copyright and, as such, may be copied, however, the release of such documents shall be governed by applicable law, including, without limitation, the Virginia Freedom of Information Act.

C. Additional Information to Assist Bidders

The Contractor shall be required to obtain and maintain comprehensive general liability insurance in the amount of \$1,000,000 (see Section 8-A of III-Proposed Contract), or \$5,000,000 if it is necessary to bring a motor vehicle inside the airfield fence perimeter.

D. ACH Vendor Payments

The Roanoke Regional Airport Commission pays its vendors electronically rather than by paper check. Your payments will be deposited into the checking account of your choice. In addition to having the money deposited electronically, you will also be notified of the deposit by email. The email will provide you with all the information that would normally be on your check stub. To receive payments electronically you must print, and complete the ACH form, include a voided check and return both with your signed Contract to erinh@flyroa.com

By signing the form, you authorize the Roanoke Regional Airport Commission to initiate credit entries and if necessary, debit entries and adjustments for any credit entries in error to your checking account.

E. Bid Award

1. The Commission reserves the right to award the Contract to a Bidder other than the apparent low Bidder. Should a contract be awarded to a Bidder other than the apparent low Bidder, it will be awarded to the lowest responsive and responsible Bidder meeting all specifications, and having positive commercial references.
2. The Commission reserves the right to waive any informality in any bid and to reject any or all bids should said action be deemed to be in the best interest of the Commission.
3. Bids shall be valid for 60 days. Within sixty (60) consecutive calendar days after the Bid Opening date, the Roanoke Regional Airport Commission may give written "Notice of Bid Acceptance".

The successful Bidder shall be required, within ten (10) consecutive calendar days after the receipt of the "Notice of Bid Acceptance" to execute the Contract and furnish the Roanoke Regional Airport Commission with proof of the required insurance coverage.

4. Should the successful Bidder fail or refuse to execute and return the Contract and supply the required insurance within the time allowed, the Commission may proceed to contract with the next lowest bidder meeting all specifications and reference requirements, and may debar the first successful Bidder from future bidding opportunities.

5. The bid shall not be final and effective, nor the Commission legally bound, until the fully executed contract is returned to the successful bidder.
6. Failure to perform the Contract in a reliable manner shall constitute a basis to determine for future Contracts that the Contractor is not a responsible bidder and the Commission may refuse to award such future Contracts to Contractor.
7. This procurement is subject to and governed by the Virginia Public Procurement Act, as amended, as modified by the Roanoke Regional Airport Commission Procurement Regulations, as amended, which are incorporated by reference herein.

PART II. BID FORM - 1

Roanoke Regional Airport Commission
5202 Aviation Drive, N.W.
Roanoke, Virginia 24012

The undersigned hereby proposes and agrees, if this Bid is accepted, it will contract with the Roanoke Regional Airport Commission, to furnish and provide the supervision, labor, parts, products, materials, tools, equipment, tests, services and other incidentals necessary for quarterly preventative maintenance inspections, and one routine engine oil, engine oil filter, air filter; and fuel filter replacement service for each of Commission's six (6) stand-by generators. Contractor shall provide services for a period of five (5) years, in accordance with this Bid Form, the Instructions to Bidders, the Proposed Contract and any Addenda to the Request for Bids, as prepared by the Roanoke Regional Airport Commission, Roanoke, Virginia.

The bid will be awarded based upon lowest total bid for Item(s) 1, 2 and 3 for five (5) years; and only one Contract will be awarded for the services requested.

YEAR 1

Item 1-Quarterly Preventative Maintenance Inspections for six (6) generators

\$ _____

Item 2-Routine Service (annual oil-filter, air filter and fuel filter change) for six (6) generators

\$ _____

YEAR 2

Item 1-Quarterly Preventative Maintenance Inspections for six (6) generators

\$ _____

Item 2-Routine Service (annual oil-filter, air filter and fuel filter change) for six (6) generators

\$ _____

YEAR 3

Item 1-Quarterly Preventative Maintenance Inspections for six (6) generators

\$ _____

Item 2-Routine Service (annual oil-filter, air filter and fuel filter change) for six (6) generators

\$ _____

Item 3 - Load Bank Testing

\$ _____

YEAR 4

Item 1-Quarterly Preventative Maintenance Inspections for six (6) generators

\$ _____

Item 2-Routine Service (annual oil-filter, air filter and fuel filter change) for six (6) generators

\$ _____

YEAR 5

Item 1-Quarterly Preventative Maintenance Inspections for six (6) generators

\$ _____

Item 2-Routine Service (annual oil-filter, air filter and fuel filter change) for six (6) generators

\$ _____

PRICE FOR "AS REQUESTED" MAINTENANCE AND REPAIRS:

- 1) **Number of persons in a crew** _____
- 2) **Normal hourly rate for a crew (hours that this rate applies)** _____
- 3) **Overtime/after hours rate for crew (at what time does this rate begin)** _____
- 4) **Response time for repairs** _____

All bid quotes shall be valid for 60 days.

The price quoted by the successful bidder shall remain in effect during the entire term of the Contract.

Proposed subcontractors:

NAME	COMPANY	WORK TO BE PERFORMED Class "A" or "B"
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Three Commercial References (Attach additional sheets if necessary):

NAME/CONTACT	TELEPHONE NUMBER	PROJECT
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EACH BIDDER MUST COMPLETE AND SIGN THE INFORMATION BLOCKS BELOW OR ITS BID SHALL BE DETERMINED TO BE NON-RESPONSIVE

The undersigned hereby acknowledges the receipt of the following Addenda to the Contract Documents:

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

State the complete legal firm name: _____

Delivery Address: _____

Mailing Address: _____

Telephone: _____

Email: _____

Cell Phone: _____

Name of Authorized Representative

Name of Titled Representative

Signature of Authorized Representative

Date

BID FORM - 2

**COMMONWEALTH OF VIRGINIA
WORKERS' COMPENSATION
Certificate of Coverage**

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia, its departments, institutions or agencies. This same requirement applies on behalf of local governments.

Evidence of coverage must be provided prior to commencement of work.

This form must be returned to the organization contracting the work.

The undersigned organization stipulates that it:

- A. Has workers' compensation insurance and, is in compliance with the Workers' Compensation statutes of the Commonwealth of Virginia

Yes _____ No _____

Insurance Company _____

Policy expiration date _____

OR,

- B. is self insured for workers' compensation ___ Yes.

Title of Contract: **Stand-By Generators Quarterly PM Inspections, Load Bank Testing and Routine Service**

Bid Number:

Signed by: _____

Title: _____

Firm Name: _____

Address: _____

BID FORM - 3
BIDDER CERTIFICATION
OF LICENSURE AND LICENSURE OF SUBCONTRACTORS

Stand-By Generators Quarterly PM Inspections, and Routine Service

The undersigned Bidder hereby covenants and agrees to comply with Title 54.1, Chapter 11, Code of Virginia (1950), as amended, with respect to licensure of Bidder and all subcontractors who may be employed to perform the Work for the Roanoke Regional Airport Commission.

Bidder further represents and covenants: (i) that Bidder has verified that all subcontractors, currently identified in the Bid to perform a portion of the Work, hold all required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses; and, (ii) that if it is the Successful Bidder, Bidder shall verify that any additional subcontractors employed to perform the Work, subsequent to the date of this certification, shall hold all required Commonwealth of Virginia and local licenses, including, without limitation, Contractor and business licenses.

Bidder acknowledges and agrees that if it is awarded a contract for the Work, this Certification shall constitute a material part of Bidder's contract with the Commission and violation of the terms of this Certification shall constitute a breach of such Contract.

All persons executing this Certification on behalf of Bidder hereby warrant and represent that they have been duly authorized by proper action of Bidder to execute this Certification, and that upon such execution, this Certification shall be binding upon and enforceable against Bidder.

IN WITNESS WHEREOF, the Bidder has affixed its hand and seal.

(INSERT BIDDER'S NAME)

CONTRACTORS LICENSE NO: _____ please attach a copy of license

By: _____

Title: _____

Date: _____

BID FORM – 4

Compliance with state law; foreign and domestic business authorized to transact business in the Commonwealth

Pursuant to Virginia Code Section 2.2-4311.2 (effective July 1, 2010), each Bidder or Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized.

Please complete the following:

- A. _____ Bidder or Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such Bidder/Offeror's SCC Identification Number is:

- B. _____ Bidder/Offeror is an out of state (foreign) business entity authorized to transact business in Virginia and such Bidder/Offeror's SCC Identification Number is:

- C. _____ Bidder/Offeror does not have an Identification Number issued to it by the SCC and such Bidder/Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheet of paper if more space is needed to explain why such Bidder/Offeror is not required to be authorized to transact business in Virginia.

NAME OF BIDDER/COMPANY _____

ADDRESS _____

SIGNATURE _____

NAME (TYPE OR PRINT) _____

OFFICIAL TITLE _____

DATE _____

REGISTERED VIRGINIA CONTRACTOR NUMBER _____

**PROPOSED CONTRACT NO.
ROANOKE REGIONAL AIRPORT COMMISSION
QUARTERLY PREVENTATIVE MAINTENANCE INSPECTION AND ROUTINE SERVICE
OF COMMISSION'S STANDBY GENERATORS**

THIS CONTRACT, made and entered this ____ day of _____ 2020 by and between the Roanoke Regional Airport Commission ("Owner" or "Commission") through its Executive Director and _____ ("Contractor") pursuant to and in accordance with Commission's Small Purchase Procedures.

1. WORK

Contractor hereby agrees to furnish and provide the supervision, labor, materials, tools, equipment, tests, services and other incidentals necessary for Quarterly Preventative Maintenance Inspections, and one routine engine oil, engine oil filter, air filter and fuel filter replacement service per unit; and load bank testing at year 3 for the Commission's six (6) standby generators for a period of five (5) years at the Roanoke-Blacksburg Regional Airport. These services shall collectively be referred to herein as the Work.

A more detailed description of the Work and its requirements is contained in Section 12 and 13 hereof.

2. CONTRACT DOCUMENTS

This contract document shall consist of this Contract, the Instructions to Bidders, and Contractor's completed Bid Form, which are attached hereto and incorporated herein by reference. In the event of any conflict or inconsistency between this Contract and the Instructions to Bidders or the Contractor's completed Bid Form, the Terms and Conditions (attachment "A") of this Contract shall control and prevail.

3. TERM

Unless sooner terminated or canceled, the term of this Contract shall begin upon its execution by both parties and submittal by Contractor of all required documentation and expire at midnight five (5) years after.

4. PAYMENTS

A. Payment will be made in accordance with Contractor's Bid Form for the various treatments that are requested by the Commission, plus the cost of any additional services agreed to in advance, in writing by Commission, within thirty (30) days after the satisfactory completion of treatment services, as determined by Commission, and Contractor's presentation of a proper invoice.

A detailed invoice, including the dates, on which the services were performed, shall be sent to the:

Roanoke Regional Airport Commission
Department of Finance
5202 Aviation Drive
Roanoke, VA 24012

- B. Contractor shall pay all applicable taxes, including sales tax on materials supplied. Contractor agrees that the Owner may withhold payment to Contractor when property of the Commission, Commission's tenant/sub-tenant or adjoining private property is damaged or destroyed by poor performance or defective equipment or materials employed by Contractor, or for unsatisfactory performance under this Contract. Contractor also agrees that it shall be liable to the Owner for actual damages for replacement or repair of property, materials, or services caused by this damage or destruction to the Owner's property, or for unsatisfactory performance.
- C. Prior to receiving any payments under this Contract, if the Contractor is an individual, the Contractor shall provide its social security number to the Commission and if the Contractor is a proprietorship, partnership, or corporation, the Contractor shall provide its federal employer identification number to the Commission.
- D. The Roanoke Regional Airport Commission pays its vendors electronically rather than by paper check. Your payments will be deposited into the checking account of your choice. In addition to having the money deposited electronically, you will also be notified of the deposit by email. The email will provide you with all the information that would normally be on your check stub. To receive payments electronically you must print, and complete the ACH form, include a voided check and return both with your signed Contract to erinh@flyroa.com

By signing the form, you authorize the Roanoke Regional Airport Commission to initiate credit entries and if necessary, debit entries and adjustments for any credit entries in error to your checking account.

5. SUBCONTRACTOR AND OTHER PAYMENT CONDITIONS; CLAIMS

- A. The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the Commission for work performed by any subcontractor under this Contract.
 - 1. Pay the subcontractor for the proportionate share of the total payment received from the Commission attributable to work performed by the subcontractor under the contract; or
 - 2. Notify the Commission and the subcontractor, in writing, of his/her intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- B. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commission for work performed by the subcontractor under the contract, except for amounts withheld as allowed under paragraph "4B" above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

- C. The Contractor shall include in its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- D. Contractual claims by the Contractor, whether for money or other relief, shall be submitted in writing together with all supporting documentation to the Commission's Executive Director no later than thirty calendar days after the occurrence of the event giving rise to the claim; however, written notice of the Contractor's intention to file such claim shall have been given to the Executive Director no later than within five calendar days after the initial occurrence of the event upon which the claim is based. In reviewing the claim, the Executive Director may request any additional information or documentation from the Contractor or other parties and may utilize appropriate assistance from other sources. Any final decision in writing by the Executive Director shall be issued to the Contractor within thirty calendar days from the later of: (i) receipt of the written claim; or (ii) receipt of any additional information requested from the Contractor.

6. COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS

- A. Contractor confirms that it and all of its subcontractors have all licenses, certificates, and permits necessary to perform the work and that they shall maintain all such licenses and permits as may be required by Federal, State, and local agencies during the term of the Agreement.
- B. Contractor expressly warrants that in the performance of the Work it shall comply with all applicable laws, codes, regulations, standards, etc., which may be required of it by all applicable local, state and federal jurisdictions and their respective agencies, offices, bureaus, and other administrative/regulatory entities.

7. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless Commission and its officials, officers, board members, agents, and employees, against any and all loss, cost, or expense, including reasonable attorney's fees, resulting from any claim, whether or not reduced to judgment, and for any liability of any nature whatsoever, that may arise out of or result from the Work or its performance by Contractor or its subcontractor or the violation of any of the terms and conditions of this Contract, including, without limitation, fines and penalties, violations of federal, state or local laws or regulations

promulgated thereunder, personal injury, wrong death or property damage claims, Contractor's breach of airport security or failure to comply with security regulations as required herein. Should Contractor inadequately remedy or fail to remedy a violation of this agreement after notification by Commission, Commission shall be authorized to take whatever corrective action Commission deems necessary to eliminate the violation, at the sole expense of Contractor.

Contractor's obligation to indemnify shall not be affected by the negligence of any party indemnified hereunder that in part contributes to the loss, cost, or expense, nor shall it be limited by any limitation on the amount or types of damages, compensation or benefits payable by or for Contractor or any subcontractor under the Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

8. INSURANCE

A. Liability Coverage

Prior to execution of this Contract by the Commission, the Contractor shall provide the Owner's Executive Director suitable evidence of commercial general public liability occurrence-type insurance that includes contractual liability and products and completed operations insurance, and automobile liability with "any auto" coverage, naming Contractor as insured and its employees, subcontractors, the Commission, and its officials, officers, agents, Board Members, volunteers and employees, as additional insureds, providing coverage against any and all claims and demands made by any person or persons whomsoever for injuries or death or property damage incurred in connection with or arising out of the Work performed hereunder and including contractual liability coverage for the terms and conditions of this agreement, which policies shall provide limits of not less than \$1,000,000 or in the amount of \$5,000,000 if it is necessary to bring a motor vehicle inside the security fence or on or near the runways and taxiways.

B. Workers Compensation

Prior to execution of this Contract by Commission, the Contractor shall obtain and provide evidence of statutory Worker's Compensation and Employer's Liability Insurance for all of its employees engaged in the Work, and maintain such coverage during the term of the Contract. In case any such work is subcontracted, the Contractor shall require the Subcontractor to provide such insurance for all of its employees engaged in the Work.

C. Insurance Not To Be Limit on Liability

Contractor covenants and agrees that the insurance coverage required under this agreement shall in no way be considered or used in any manner as a limit or cap of any kind on any liability or obligation that Contractor may otherwise have, including without limitation, liability under the indemnification provisions contained herein.

D. Notice to Commission

Contractor shall immediately notify the Commission in writing of any changes, modifications, expiration and/or termination of any insurance coverages and/or policies required by this Contract.

E. Umbrella Policy

The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

F. Insurance Company

Insurance coverage shall be in a form and with an insurance company approved by the Commission, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this contract shall be authorized to do business in the Commonwealth of Virginia.

G. No Exclusions

The contractor's insurance policies and/or coverages shall not contain any exclusion for the Contractor's subcontractors.

H. Maintenance of Insurance

The continued maintenance of the insurance policies and coverages required by this Contract during the time that the Contractor is working for the Commission is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

I. Insurance Not To Be Limit on Liability

Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carrier may have under this Contract, including without limitation the indemnification provision contained herein. The Commission does not in any way represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the Commission or any of those named above should suffer an injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirements or obligation for the Commission to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

9. HAZARDOUS AND OTHER WASTES, MATERIAL AND SUBSTANCES

A. Contractor shall not dispose of or release any wastes of any kind, whether hazardous or not, on Commission's property.

B. Contractor shall remove from Commission property all waste containers and debris arising from its work and shall dispose of it properly, in accordance with all applicable laws. In particular, Contractor shall properly handle and remove all solvents and cleaners, and rags, cloths, containers, etc. used in conjunction with the Work.

C. Contractor shall not bring or allow or permit to be brought onto the Commission property and shall not dispose of or release onto or from the Commission property any hazardous, toxic or petroleum material, substance, or waste. Compliance with all environmental laws shall be Contractor's sole responsibility at its sole cost. Contractor shall immediately furnish to the Executive Director written notice of any and all releases of hazardous wastes, materials or substances whenever such releases are required to be reported to any federal, state or local authority, and pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. Contractor shall also provide Commission with copies of any and all reports resulting from tests on Commission's property or made to any governmental agency which relate to property.

D. Environmental Indemnification:

Regardless of Commission's acquiescence and in addition to indemnification provisions contained elsewhere in this Agreement, Contractor shall defend, indemnify, and hold Commission its officers, agents, and employees, harmless from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of violation of this section and agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. Contractor further covenants and agrees to reimburse Commission and hold Commission its officers, agents and employees harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the Commission as a result of Contractor's use, release or disposal of any petroleum product, hazardous substance, material, or waste onto the ground or into the water or air.

10. ENTIRE AGREEMENT

This Contract embodies the entire understanding between the parties. There are no oral agreements or representations in connection herewith.

11. SPECIAL CONTRACT TERMS

A. Performance

1. The Work shall be performed in a good, workmanlike and safe manner, consistent with industry standards and any applicable manufacturer's or vendor's warranty or product manufacturer's recommended guidelines. Unless extended by any applicable warranties, and in addition to and not in lieu of any other remedies, Contractor expressly warrants the services and any materials

provided hereunder to be merchantable and fit for the particular purpose for which they are intended and, in addition, expressly warrants the Work against defects in material and workmanship at no cost of any kind to Commission, for the growing season in which the work is completed. Nothing contained in this paragraph will be construed to establish a period of limitations with respect to any liability Contractor may have for breach of this Contract other than the specific obligation to correct defective Work within said one-year period.

2. Contractor agrees to furnish its best skill and judgment in furtherance of the interest of the Owner. Contractor agrees to furnish at all times an adequate supply of materials and skilled workmen who are thoroughly trained and experienced, and properly licensed in the necessary crafts and methods to properly perform the Work, and to perform the Work in the best way and in the most expeditious, economic and safe manner consistent with the interest of the Owner.
3. All work shall be performed with due diligence and the work area cleaned and returned to normal operation promptly by 5:00 p.m. each workday.
4. Contractor shall take whatever precautions are reasonably necessary to protect others from physical harm or damage to their property.

B. Maintenance Schedule

Prior to the provision of services during each year of this Contract, Contractor shall prepare and submit a month-by-month schedule of services for review and approval by Airfield Manager or his designee. This schedule, as approved or modified by the Airfield Manager or his designee will be followed by Contractor during the term of this Contract.

C. Airport Security

Contractor acknowledges that the Airport Operations Area ("AOA") and Security Identification Display Areas (SIDA) within the airfield fence line is a restricted access area. Contractor agrees to be responsible for, and to insure that, none of its employees, agents, subcontractors or representatives gain access, enters or moves about the AOA or SIDA without prior approval of the Owner's Executive Director as evidenced by a Commission issued identification and access media badge or constant escort by a duly authorized employee of the Owner, when said authorized employee of the Owner is displaying an airport issued identification and access media badge. The Contractor, its employees, agents, sub-contractors, and representatives shall comply with the Owner's security program. **No vehicle operated by Contractor, its employees, agents, subcontractors or representatives shall be permitted to enter or move about the AOA or SIDA, unless under continuous escort by an Airport Commission employee designated by the Director of Operations and Maintenance.**

D. Equipment

All equipment used must be supplied by Contractor and shall be of sufficient type and size and in such mechanical condition as is necessary to meet the requirements of the work. Contractor warrants that such equipment shall be of such type as to cause no hazard or reasonably foreseeable danger to Commission employees, members of the public, or property of the Commission or its tenants.

E. Inspection

A representative of the Owner shall have the right at all times to examine the supplies, materials and equipment used by Contractor, to observe the operations of the Contractor and its employees, to verify the activities being performed, and to do any act or thing which the Owner may be obligated or have the right to do under this agreement.

F. Scheduling and Notification of Work

Unless otherwise approved, performance of the Work shall occur between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday; and shall be scheduled 48 hours in advance with the Commission's Director of Facilities and Grounds or his designee. Unless other arrangements have been made, Contractor's employee or representative shall contact the Director of Facilities and Grounds or his designee for a walk-through inspection prior to departing the Airport.

Contractor shall also coordinate parking, access and procedures with the Commission's Director of Facilities and Grounds or his designee in order to minimize the inconvenience to airport businesses and the general public.

12. DETAILED DESCRIPTION AND REQUIREMENTS OF THE WORK

A. General Description of the Work

The work shall consist of providing all labor, parts, products, materials, equipment, tools, tests, and other incidentals as may be required for the Commission's six (6) stand-by generators for a period of five (5) years.

The equipment to be serviced:

- 1) Generator 3412-Terminal Building (CAT)
- 2) Generator 3208-Airfield Maintenance Building #31 (OLYMPIAN)
- 3) Generator 150ROZJ81-Building #27-Vault (KOHLER)
- 4) Generator ONAN-Building #21-Old Fire Station (CUMMINS)
- 5) Generator 200RE0ZJF-New Fire Station (KOHLER)
- 6) Generator at Bldg. 51- Model 150R0ZJ71, Serial #372197

The Work to include:

- 1) Quarterly Preventative Maintenance Inspections for the five (5) generators listed above;
- 2) One (1) routine engine oil, engine oil filter, air filter; and fuel filter replacement service for each of the above listed generators.
- 3) One (1) load bank test after third year of inspections.

Additional Notes:

- ✓ Load Bank Testing: we have been doing 4 hours 80% if nameplate kw.
- ✓ Oil Samples: We are not requesting oil samples.
- ✓ Serial Numbers for the generators to be serviced:

- | | | |
|----|--------------|------------|
| 1) | SR 4B | (CAT) |
| 2) | 97A06558-S | (OLYMPIAN) |
| 3) | 150ROZJ81 | (KOHLER) |
| 4) | DNAD-5671320 | (CUMMINS) |
| 5) | 200REOZJF | (KOHLER) |
| 6) | 372197 | (KOHLER) |

13. NON-DISCRIMINATION

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

- (1) The Contractor 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 Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- (3) Notices, advertisements and solicitations places in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

C. The Roanoke Regional Airport Commission does not discriminate against faith-based organizations.

14. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and, (iv) include the provisions of the forgoing clauses in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each such subcontractor or vendor.

15. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

By submitting their proposal, Proposers certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

16. EVIDENCE OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to 2.2-4311.2 (A) of the Code of Virginia (1950), as amended, if the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Contractor shall provide documentation acceptable to Commission establishing that the contractor is 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 (1950), as amended, or as otherwise required by law. The Contractor shall not allow its existence or its certificate of authority or registration to transact business in the Commonwealth to lapse, if so required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the contract. The Commission may void this contract if the Contractor fails to remain in compliance with the provisions of this section.

17. EEO CLAUSE

"The Contractor and subcontractor shall abide by the requirements of 41 CFR 60 300.5(a) and 41 CFR 60-741(a). These regulations prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans."

18. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

Title VI Clauses for Compliance with Nondiscrimination Requirements
(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination
in Federally-Assisted Programs at the Federal Aviation Administration)

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

19. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor-Wage and Hour Division.

20. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

21. CANCELLATION

A. For Cause

The Commission's Executive Director may cancel the Contract upon written notice received by Contractor whenever Contractor's services fall below the quality of services generally provided by others for similar types of services, or Contractor has failed to perform in accordance with this Contract. Prior to any such cancellation, Contractor shall be given written notice and five (5) days to cure such failures. However, in the event that the Contractor's failure is a violation of law, and/or an act or condition that poses a risk of harm to people or their property, then

Contractor shall immediately take action to cure such failure and complete such cure within 24 hours. Default by Contractor hereunder shall constitute a basis for determining for future contracts that Contractor is not a responsible bidder and for Commission to refuse to award such future contracts to Contractor.

In the event that Contractor defaults in the performance of any of the terms, conditions or agreements contained in this Contract, and Owner places the enforcement of all or part of this Contract in the hands of an attorney for enforcement, including the filing of a suit upon the same, Contractor agrees to pay all of Owner's reasonable attorney's fees and costs related to any such proceeding.

B. Without Cause

The Executive Director of the Commission may cancel the contract without cause at any time upon thirty (30) days advance written notice, provided that Contractor shall be paid for all work satisfactorily completed on or before the effective date of the cancellation as determined by Commission.

21. GOVERNING LAW AND VENUE

The provisions of this Contract shall be governed by and are intended to be consistent with the laws of the Commonwealth of Virginia. In light of this express choice of law provision; Virginia law for determining governing law shall not apply to the provisions of this Contract. Every action brought under or related to this Contract shall be brought in a Virginia court of competent jurisdiction in the City of Roanoke, or in the United States District Court for the Western District of Virginia, Roanoke, Virginia, and not elsewhere.

22. SEVERABILITY

Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and all remaining provisions of this Contract shall remain operative and binding on the parties. This Contract shall be construed and interpreted without regard to the identity of the party which drafted its various provisions. Every provision of this Contract shall be construed as if all parties participated equally in the drafting of that provision. Any legal principle or rule of construction that a document is to be construed or interpreted against the drafting party shall not be applicable in any

legal or other proceeding involving the provisions of this Contract, and such principle or rule is expressly waived by the parties to this Contract.

23. ENTIRE AGREEMENT

This Contract embodies the entire understanding between the parties. There are no oral agreements or representations in connection herewith.

24. SURVIVAL

All representations, agreements, covenants, and indemnifications made in or given by Contractor in this Contract shall survive the completion of all services under this Contract and the termination of this Contract for any reason.

25. DUPLICATE COPIES

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same instrument.

26. HEADINGS

The headings used in this Contract are intended for convenience of reference only and do not define, expand, or limit the scope or meaning of any provision of this Contract.

27. CERTIFICATION

The undersigned individual executing this Contract on behalf of Contractor certifies and warrants that he or she is authorized to enter into this Contract and bind Contractor to all of the terms and conditions contained herein.

28. NOTICES

A. Forms of Notice. Unless otherwise specified, all notices, consents and approvals required or authorized by this Contract to be given by or on behalf of either party to the other, shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given in three days after the time a certified letter, properly addressed, postage prepaid, is deposited in any United States Post Office, or upon delivery by hand, or upon delivery by overnight express carrier.

B. Notice to Commission. Notice to Commission shall be addressed to it and delivered at the office of the Executive Director, Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, VA 24012, or at such other office as Commission may hereafter designate by notice to Contractor in writing.

C. Notice to Contractor. Notice to Contractor shall be addressed to it and delivered to _____ or at such other office in the continental United States as Contractor may hereafter designate by notice to Commission in writing.

WITNESS the following signatures:

Contractor:

By: _____

Attest: _____

Title: _____

Title: _____

Date: _____

Roanoke Regional Airport Commission

By: _____
Executive Director

Attest: _____
Commission Secretary

Date: _____

Certification of Funding.

Approved for Legal Form.

By: _____
Treasurer

By: _____
General Counsel

Account Number