

**INVITATION FOR BID (IFB)
ROANOKE REGIONAL AIRPORT COMMISSION**

BID NUMBER	22-007
BID DUE DATE	July 19, 2022 at 2:00PM in person, or by mail/carrier
BID PROJECT	CAMFIL CITICARB I ABSORBER TYPE CARTRIDGE FILTERS
QUESTIONS DUE DATE	July 7, 2022 by 2:00PM

PART I - INSTRUCTIONS TO BIDDERS

A. General

1. The Roanoke Regional Airport Commission is seeking bids for the purchase of 37 Camfil CityCarb I Absorber Type Cartridge Filters. Delivery shall be made no later than 4 weeks after receipt of a fully executed contract.
2. Submit bid quotation on the blank bid form included herein (see Part II - Bid Form 1), 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 shall be signed by an authorized representative of the responding firm.
4. The bid must be presented in an opaque envelope and must be sealed, marked and must be received by 2:00PM EDT on July 19, 2022, at the following address:

Roanoke Regional Airport Commission
Administrative Offices
5202 Aviation Drive NW
Roanoke, Virginia 24012
Attention: Corey L. Scott – Contracts Administrator

Place in lower left-hand corner:

Camfil CityCarb I Absorber Type Cartridge Filters
Bid Number 22-007

5. Only those bids received in the Commission's Administrative Offices, Second Floor Terminal Building, prior to the bid opening date and time specified above shall be considered. Bids received after the bid opening time and date will not be considered nor will they be opened.

6. Evaluation of Bids

This bid will be awarded to the responsive and responsible bidder offering the lowest total price to include all applicable transportation, delivery and handling charges, for 37 Camfil CityCarb I Absorber Type Cartridge Filters delivered to the Roanoke-Blacksburg Regional Airport.

7. Any questions concerning this Invitation for Bid shall be provided by email to Corey Scott, Contracts Administrator by 2:00PM EDT on July 7th, 2022 at corey.scott@flyroa.com.

B. Additional Bid Requirements:

1. Bids shall include all transportation, delivery, handling and any other associated costs.
2. Each bidder shall include on the bid form the name of at least three Commercial references for the same product being bid including the name and telephone number of a contact at the referenced company (Part II – Bid Form 2).
3. Every Bidder shall include in its bid the identification number issued to it by the State Corporation Commission confirming that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50. If the Bidder is not required to be authorized under Title 13.1 or Title 50 or as otherwise required by law, the Bidder shall include in its bid a statement describing why the Bidder is not required to be so authorized. Any Bidder that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Executive Director (Part II - Bid Form 3).
4. 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 addendum shall be acknowledged on the bid form (Part II – Bid Form 4).
5. The requirements for the purchase, including the detailed specifications and other requirements, terms and conditions which will be imposed on the successful bidder is included in the attached Proposed Contract (Part III).

C. Additional Information to Assist Bidders:

1. The Roanoke Regional Airport Commission is treated as a political subdivision of the Commonwealth of Virginia, and may qualify for any government discount a bidder's company may offer. The Commission is exempt from all state and local taxes.

D. 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, who is not in default on any other Commission contract.
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 fifteen (15) consecutive calendar days after the receipt of the "Notice of Bid Acceptance" to execute the Contract.
4. Should the successful Bidder fail or refuse to execute and return the Contract within the time allowed, the Commission may proceed to contract with the next lowest responsive and responsible Bidder meeting all specifications and requirements, and may act to debar the first successful Bidder from future bidding opportunities.
5. The bid award 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.

8. 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 2.2-4342 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.

E. Additional Requirements

Title VI Solicitation Notice

The Commission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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.

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.

PART II - BID FORM 1

**Bid No. 22-007
Camfil CityCarb I Absorber Type Cartridge Filters**

**THE BIDDER SHALL COMPLETE ALL ITEMS AND FILL IN
ALL BLANKS IN THESE BID FORM PAGES**

SECTION I BID PRICE

The undersigned hereby proposes and agrees, if this Bid is accepted, it will contract with the Roanoke Regional Airport Commission to furnish and deliver 37 Camfil CityCarb I Absorber Type Cartridge Filters to Roanoke-Blacksburg Regional Airport in accordance with this Bid Form, the Instructions to Bidders, the Proposed Contract and any Addenda to the Invitation for Bid, as prepared by the Roanoke Regional Airport Commission, Roanoke, Virginia.

**A. BID PRICE FOR CAMFIL CITICARB I ABSORBER TYPE CARTRIDGE FILTERS
(as described in Section 1 of Proposed Contract):**

ITEM 1 - CAMFIL CITICARB I ABSORBER TYPE CARTRIDGE FILTERS

Total Price for 37 Filters (inclusive of all transportation, delivery and handling costs):

\$ _____

All bids shall remain valid for 60 days.

All prices quoted by the successful bidder shall remain in effect for the term of the Contract, and shall include all delivery, transportation and other incidental costs.

PART II – BID FORM 2
COMMERCIAL REFERENCES

Each bidder shall fully complete the information below, which may be used in determining Bidder's competency and responsibility in accordance with the General Conditions.

NAME OF BUSINESS	CONTACT PERSON	TELEPHONE NUMBER
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_____	_____	_____
_____	_____	_____
_____	_____	_____

PART II – BID FORM 3
COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES
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/Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/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's/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 sheets of paper if more space is needed to explain why such bidder/offeror is not required to be authorized to transact business in Virginia

PART II – BID FORM 4
BIDDER INFORMATION AND SIGNATURE

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

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

**EACH BIDDER MUST COMPLETE AND SIGN THE INFORMATION BLOCK BELOW
OR ITS BID SHALL BE DETERMINED TO BE NON-RESPONSIVE**

Company Name: _____

Delivery Address: _____

Mailing Address: _____

Telephone: _____

Email: _____

Cell: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

State Corporation Commission ID Number: _____

PART III - PROPOSED CONTRACT

CONTRACT NO. CAMFIL CITICARB I ABSORBER TYPE CARTRIDGE FILTERS ROANOKE REGIONAL AIRPORT COMMISSION

THIS CONTRACT is made and entered into this (void) day of (void) 2022, between the Roanoke Regional Airport Commission ("Owner" or "Commission") and _____ (void) _____, ("Contractor"), pursuant to and in accordance with Commission's Small Purchase Procedures.

1. GOODS AND SERVICES

1.1 General:

Contractor hereby agrees to sell, transport and deliver 37 Camfil CityCarb I Absorber Type Cartridge Filters, as identified by Contractor in its bid and in compliance with the requirements contained in Sections 1.2 and 1.3 below to the Roanoke Regional Airport Commission.

1.2 Delivery:

1.2.1 All items shall be delivered to the Roanoke-Blacksburg Regional Airport's Terminal Building located at 5202 Aviation Drive NW, Roanoke, VA 24012, unless some other airport building or location is designated by the Commission.

1.3 Detailed Specifications:

1.3.1 Dimensions: 24"W x 24"H x 12"D

1.3.2 Rated Airflow: 2,000 CFM

1.3.3 Initial/Final Pressure Drop – 0.52"/1.5" w.g.

1.3.4 MERV 15 Efficiency

1.3.5 Oz 9 Ozone Removal

1.3.6 Broad Spectrum Carbon – 99.5% Absorption

1.3.7 Jointless Header Frame Gasketing

1.3.8 Manufacturer Standard 1 Year Warranty

2. CONTRACT DOCUMENTS

The Contract document shall consist of the following Contract Documents: this executed Contract; the Invitation for Bid, the Instructions to Bidders; General Conditions; Addenda; and the Contractor's Completed Bid Forms, the Independent Laboratory Certification and a Material Safety Data Sheet which are attached hereto and incorporated herein by reference. In the event of any conflict or inconsistency between (i) this Contract and (ii) any other Contract document, the terms and conditions of this Contract shall prevail.

3. CONTRACT TERM

Unless sooner terminated or cancelled, this Contract shall begin upon date of execution and expire at midnight on September 15, 2022.

4. See the **General Conditions** (Attachment "A") for payment and claims procedures.

5. 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.

WITNESS the following signatures:

Contractor: _____

By: _____

Title: _____

Date: _____

Roanoke Regional Airport Commission

By: _____
Executive Director

Date: _____

Approved for Legal Form

By: _____
General Counsel
Roanoke Regional Airport Commission

Certification of Funding

By: _____
Treasurer

Account Number

ATTACHMENT "A"
ROANOKE REGIONAL AIRPORT COMMISSION
TERMS AND CONDITIONS
(Non-AIP)

GC-1 COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS

- A. Contractor covenants and warrants that it has all licenses and permits necessary to perform the work and that it 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 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.

GC-2 SUBCONTRACTING AND ASSIGNMENT

Contractor shall not assign this Contract or any of its rights or duties hereunder, nor shall Contractor subcontract any of the Work hereunder, without the prior written consent of the Owner's Executive Director.

The Owner will not recognize any subcontractor on the Work. The Contractor shall at all times, when work is in progress, be represented either in person or by a qualified superintendent or foreman from its staff. The qualified representative shall be duly authorized to receive and execute orders of the Owner and/or its representative.

The Contractor may only replace or add subcontractors with the prior written consent of the Owner.

Upon Owner's request(s), Contractor shall provide a listing of all subcontractors for the projects, including name, contact, address, phone, work to be performed, contract price, and amount actually paid.

GC-3 REMOVED

GC-4 REMOVED

GC-5. PAYMENTS

- A. Payment will be made in accordance with Contractor's bid for the Work, plus the cost of any additional services agreed to in advance, in writing by Commission, within thirty (30) days after the satisfactory completion of the Work, 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 Commission may withhold and/or offset payment to Contractor when property of the Commission, Commission's tenant/subtenant 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 Commission for actual damages for replacement or repair of property, materials, or services caused by this damage or destruction to the Commission or Tenant'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. **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 finance@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.

GC-6 SUBCONTRACTOR AND OTHER PAYMENT CONDITIONS; CLAIMS

- A. The Contractor shall take one of the two following actions within seven 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 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 "A2" 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, disputes and other matters relating to the acceptability of the work, the interpretation or the requirements of the Agreement, or the performance or furnishing of the work, including without limitation, Engineer's or Commission's denial of Contractor's request for a change order for additional money and/or an increase in time, shall be submitted in writing together with all supporting documentation/data and a request for a formal decision to the Owner's Executive Director. Contractor shall deliver the written notice with supporting data for each such claim, dispute or other matter promptly, but in no event later than ten (10) calendar days after the start of the occurrence of the event giving rise to the claim. Contractor's failure to submit written notice of such claim, dispute or other matter with the supporting data to Owner's Executive Director within the time specified shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for such matters and shall be an absolute bar to any future claim or suit against Owner for damages or relief of any kind based upon such occurrence or event.. In reviewing any such claim or dispute, Executive Director may request any additional information or documentation from 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 Contractor within ninety (90) calendar days from the later of: i.) receipt of the written claim; or ii.) receipt of any additional information requested from the Contractor. Failure of the Executive Director to render a decision within ninety (90) calendar days shall be deemed a final decision by the Roanoke Regional Airport Commission denying the claim, and shall not result in the Contractor being awarded the relief claimed or in any other relief or penalty.

GC-7 INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the Commission, 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(s) 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 hereunder, personal injury, wrongful death or property damage claims, or damage to or vandalism of the Contractor's equipment or personal property used to perform the Work. 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 worker compensation acts, disability benefit acts or other employee benefit acts.

GC-8 REMOVED

GC-9 REQUIREMENTS IMPOSED BY STATE AND FEDERAL LAW

A. NON-DISCRIMINATION

1. During the performance of this contract, the Contractor agrees as follows:
 - a. 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.

- b. 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.
 - c. 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.
2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
 3. The Roanoke Regional Airport Commission does not discriminate against faith-based organizations.

B. 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 foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each such subcontractor or vendor.

C. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

The Contractor covenants that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

D. 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 Contactor fails to remain in compliance with the provisions of this section.

GC-10 THE NEW REGULATIONS REQUIRE THAT THE EEO CLAUSE SHALL BE MADE A PART OF THE CONTRACT BY CITATION 41 CFR 60-300.5(a) and 41 CFR 60-741(a).

“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.”

GC-11 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 Solicitation Notice:

The **Roanoke Regional Airport Commission**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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.*).

GC-12 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.

GC-13 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.

GC-14 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 that 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 shall 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 ten (10) days advance written notice, and may stop the work at any time during the ten day period, provided that Contractor shall be paid for all work completed to the satisfaction of the Commission on or before the effective date of the cancellation or stop work order, whichever is sooner.

GC-15 GOVERNING LAW AND VENUE

The provision 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.

GC-16 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.

GC-17 ENTIRE AGREEMENT

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

GC-18 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.

GC-19 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.

GC-20 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.

GC-21 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.

GC-22 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 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 Consultant in writing.
- C. **Notice to Contractor:** Notice to Contractor may be addressed and delivered to Contractor at the address provided by Contractor in the Contract, Contractor's address as shown in the public records, or at such other address in the continental United States as Contractor may hereafter designate by notice to the Commission in writing.

GC-23 CONTRACT PROVISIONS REQUIRED FOR RECIPIENTS OF VIRGINIA DEPARTMENT OF AVIATION FUNDS

- A. As a recipient of Virginia Department of Aviation grant funds, all Commission contracts and agreements are subject to all applicable terms

and conditions of the Commission's Master Agreement, Allocations, and Grant Agreements with the Virginia Department of Aviation, all as amended, which are incorporated by reference as if expressly stated herein, including, without limitation, the following provisions:

1. The Contract is subject to appropriation of funds and applicable grant funding from the Virginia Department of Aviation and may be cancelled and immediately terminated in the event the Virginia of Aviation terminates the funding in whole or in part for the Contract under the provisions of an applicable Master Grant Agreement, Allocation, or Grant Amendment.
2. The Contractor or Consultant and all subcontractors, sub-consultants, and any other recipients of pass through funds shall maintain all books, documents, papers, accounting records, and any other written or electronic evidence supporting their project activities and the costs incurred. Such information shall be made available for audit and inspection at the Commission's offices at all times during the Grant Agreement, Grant Amendment(s), or Allocation period and for a period of four years from the end of the state fiscal year (i.e. June 30) in which the final payment is made, except for records pertaining to terminal buildings and the acquisition of land and easements. Records for terminal buildings shall be kept for the useful life of the terminal building. Records for the acquisition of land and easements shall be kept indefinitely.
3. The Contractor or Consultant and all subcontractors, sub-consultants, and any other recipients of pass-through funds shall permit any authorized representatives of the Virginia Department of Aviation to inspect and audit all records related to the performance of the contract or agreement, the Master Agreement, or any Grant Agreements, Grant Amendment(s), and Allocations. This shall include, but not limited to the following: the scope of any audit conducted must include those expenditures made by the Commission for the Grant Agreement, Grant Amendment(s), or Allocation, including consultants, sub-consultants, and any other recipients of pass-through funds.