



## **Roanoke Regional Airport Commission**

5202 AVIATION DRIVE, N.W.

ROANOKE, VA 24012

PHONE: (540) 362-1999

**ISSUE DATE: January 6<sup>th</sup>, 2024**

**REQUEST FOR PROPOSAL # 25-002**

**FOR**

**BANKING SERVICES**

**SEALED PROPOSALS DUE:**

**FEBRUARY 7, 2025**

**ON OR BEFORE**

**3:00 P.M. (LOCAL TIME)**

**ALL INFORMATION AND CLARIFICATION INQUIRIES MUST BE SUBMITTED IN WRITING TO:**

**TROY PHILPOTT, PROCUREMENT AND CONTRACTS MANAGER,**

**AT [PROCUREMENT@FLYROA.COM](mailto:PROCUREMENT@FLYROA.COM)**

**BY 5:00 P.M. ON FRIDAY, JANUARY 24, 2025**

The Roanoke Regional Airport Commission (the Commission) is soliciting proposals from qualified offerors to deliver banking services for the Roanoke-Blacksburg Regional Airport.

All questions must be submitted by **5:00 p.m., Friday, January 24, 2025**. If necessary, an addendum will be issued and emailed to all Offerors who were emailed the original RFP. Any such addenda shall become a part of the solicitation documents, must be addressed in the proposal, if applicable, and shall become a Contract Document. The Commission accepts no liability for late or non-receipt of addenda.

Proposals shall be received by Troy Philpott of the Roanoke Regional Airport Commission, 5202 Aviation Drive N.W., Roanoke, VA 24012 by **3:00 p.m., February 7, 2025**. Offerors shall submit one (1) original copy and one (1) electronic copy on a flash drive (PDF) of their proposal in a sealed envelope clearly marked on the outside with the company's name and "Attn: Troy Philpott - RFP # 25-002 – Banking Services". Any proposals sent via email must be emailed to [procurement@flyroa.com](mailto:procurement@flyroa.com) with the subject line containing the company's name and "Attn: Troy Philpott - RFP # 25-002 – Banking Services". Any proposals received after the mentioned time and date will be returned to the Offeror unopened.

**Faxed proposals will not be accepted.**

As this is a Request for Proposal (RFP), an evaluation committee will be established to review and evaluate all responses. No information regarding the identity of either the Offerors or the contents will be released until after the negotiation process. Once an award has been made, all proposals will become public information. If your proposal contains proprietary information, please make note of such on the form attached (Attachment B - Proprietary Information Form).

The Commission reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities or irregularities in any proposal. This section must be completed by the Offerors and must be returned with the proposal. In compliance with this RFP and to all the terms and conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and/or items in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

**OFFEROR DATA/SIGNATURE SHEET**

**LEGAL NAME AND ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_  
*(SIGNATURE IN INK)*

**ZIP CODE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE: ( )** \_\_\_\_\_

**FAX: ( )** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**BUSINESS LICENSE #:** \_\_\_\_\_

**VIRGINIA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** \_\_\_\_\_

**I. OBJECTIVE**

The Roanoke Regional Airport Commission is soliciting proposals from qualified, experienced, financially sound and responsible financial institutions to provide banking services for the Roanoke-Blacksburg Regional Airport. We are looking for a financial institution that will assign the Commission’s General Fund Account, and other accounts and requirements, to a specialized treasury unit with a dedicated team of experienced staff to service these accounts. In additions to these accounts, the Commission also **requires a dedicated customer service representative** to be assigned to the Commission to assist with the day-to-day activity on these accounts.

**II. CONTRACT TERM**

The contract period is for 5 years with the option for (5) 1-year extensions. The selected offeror must have the availability and capacity to provide services throughout the duration of this timeframe.

**III. PROJECT SCHEDULE**

<b>Activity</b>	<b>Date</b>
Release RFP	January 6, 2025
Deadline for Submission of Questions – 5:00 p.m.	January 24, 2025
Deadline for Submission of Proposals – 3:00 p.m.	February 7, 2025
Evaluation of Responses	February 7-21, 2025
Notice of Oral/On-site Presentations (If Applicable)	February 21-24, 2025
Finalist Oral/On-site Presentations (If Applicable)	February 24-March 7, 2025
Presentation Evaluation	March 7-21, 2025
Present for Commission Approval, Award Contract, Effective Date of Contract	March 25-31, 2025

*The Commission reserves the right to modify the proposed project schedule as it deems in the best interest of the Commission.*

**IV. FINANCIAL INFORMATION**

The financial institution must have a physical branch location within the City or County of Roanoke limits. In addition, the financial institution will furnish the Commission with a main checking (operating/concentration) account into which deposits will normally be made on a daily basis. Collections are primarily made via checks, currency, credit card, and remote deposit capture. Disbursements from the main account will be mainly through ACH payables, EFT transactions and checks. Below is a summary of the Commissions 5 accounts, which the Commissions currently utilizes.

Account Description	Operating	Sweep	Passenger Facilities Charge (PFC)	Customer Facilities Charge (CFC)	FSA
Are accounts linked? For service charge and/or viewing purposes	Main deposit account; sweep account for ZBA; viewing and transfers into other accounts	Yes, for viewing	Yes, for viewing online and transfers to Operating account	Yes, for viewing online and transfers to Operating account	Yes, for viewing online and transfers from Operating account
How are accounts used? i.e. transfers only, check writing, etc.	Deposits (ACH, remote and cash); payables (ACH and paper check)/transfers, ACH/wires		Deposits/transfers	Deposits/transfers	Transfers into account from Operating; ACH withdrawals
Fraud Protection on which accounts for what type of activity?	ACH/Wires Positive Pay		Transferred to Operating	Transferred to Operating	Transfers into account from Operating; ACH withdrawals
Financial/Accounting Software in Use	MS Dynamics	MS Dynamics	MS Dynamics	MS Dynamics	MS Dynamics
Number of employees; how many on Direct Deposit?	65/all	N/A	N/A	N/A	N/A
Is payroll processing done in-house or outsourced?	Outsourced	N/A	N/A	N/A	N/A
How are payments accepted? i.e. credit card; bank bill pay; portal; draft; what is the volume by method of acceptance?	3 <sup>rd</sup> Party credit/debit card; online banking; authorized debits; ACH/wires/check/ACH payments  Volume roughly 32	N/A	ACH/Checks  Volume roughly 20	ACH/Checks  Volume roughly 10	N/A
How much cash is deposited and how frequently?	Parking lot cash deposits made daily as needed. Amounts fluctuate. Monthly cash deposits.	N/A	N/A	N/A	N/A
Is remote deposit in use? Volumes?	Yes, as needed	N/A	N/A	N/A	N/A
Account Structure – ZBA; Concentration; etc.	ZBA	Concentration	Concentration	Concentration	Concentration
Are Purchasing Cards in use? Annual Spend?	Yes. (We have company credit cards. Would consider entering P-cards in future with bank.)	N/A	N/A	N/A	N/A

Merchant Processing services? Volumes? Merchant Statements?	07/2024 – Total Merch Svc Fees = \$10,068.66 on a Total net volume of \$390.504.11	N/A	N/A	N/A	N/A
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**\*Roanoke Regional Airport Commission Accounts:**

General Fund Account	Public Fund Analyzed Checking
Sweep?	Public Funds
Passenger Facilities Charge	Public Funds
Customer Facilities Charge	Public Funds
FSA	Public Funds

**\* The accounts are currently coded as aforementioned; however, the Commission will entertain suggestions by the financial institutions on how best to code the accounts.**

**Description:** The Commission reserves the right to open or close additional zero-balance disbursement, non-interest-bearing public funds accounts, or interest-bearing public funds accounts during the term of this agreement at no additional cost, should it deem it necessary.

**Interest Bearing and Non-Interest Bearing Public Funds Accounts:**

During the term of this contract, it may be necessary to add and/or delete accounts due to changes in the Commission’s operating structure. The awarded financial institution will incorporate these new accounts into this system as if they were a part of the original RFP and **will not** penalize the Commission for adding or deleting accounts which are a part of the original proposal.

**Operation of the System:**

The accounts that are a part of the system shall be operated in accordance with the following provisions:

- Funds collected by the various departments will be deposited into the appropriate accounts. The Commission would like to receive credit for all funds when collected funds are available to the financial institution, but no later than next business day following receipt of the deposit.
- All incoming wire transfers and ACH deposits shall be made available for immediate credit.
- Transfers between the accounts will be charged to the Commission only as transfer, not also as items deposited and amounts paid.

**V. SCOPE OF WORK**

The following are the Commission’s current banking services; however, the Commission is open to other banking services that are not mentioned in the RFP that would be advantageous to the Commission in reducing staff hours and automating services.

1. Online Treasury Manager:
  - a. Bank activities for all Commission accounts
  - b. Wire service with multi-factor authentication
  - c. ACH authorized debits service available
  - d. Positive Pay: activity reporting (3 factors used), and manual entry of checks/voids/stop payments
  - e. Manage Users: set access and permissions, set monetary limits
  - f. ACH and Wire automated email notifications of activity
  - g. Remote check deposit
  
2. ACH Fraud Control:
  - a. ACH Positive Pay Managed Authorized Access
  - b. ACH Control Totals Debit/Credit
  - c. Daily Positive Pay email notifications of activity
  - d. Debit block on operating account
  
3. Managed File Transfers:
  - a. Positive Pay Files
  - b. ACH Payables Files (NACHA)
  - c. Full check reconciliation file downloads from Positive Pay file
  
4. Courier Communications Services:
  - a. User set up for statements and emails, etc.
  - b. Electronic bank statement setup
  - c. ACH reconciliation reporting issued for all ACH activities
  
5. Purchasing Card Program: Enterprise Spend Platform (ESP)

The services required to accommodate the Commission's banking needs are described below. In the Banking Services RFP Response Proposal Form, please describe the financial institution ability to perform each Scope of Work.

**A. Wire Transfers.** The successful financial institution shall enter a wire transfer agreement with the Commission. The terms of this agreement will be mutually negotiated and agreed upon. Transfers may be in the form of repetitive, non-repetitive, internal, ACH, or EFT. The bank must be a member of the Federal Reserve System and have direct wire capabilities. The bank must be a member of an automated clearinghouse association and be in compliance with all rules and relations set by the National Automated Clearing House Association (NACHA), local ACH associations, and ACH operators. The Commission shall have the ability to initiate all types and amounts of wire transfers electronically. Confirmations of all incoming and outgoing wires will be made available daily by the bank.

The successful financial institution agrees to execute any orders for outgoing wire transfers on a timely basis. Transfers ordered by noon local time and not received by the destination party by 3:00

p.m. local time that are reported to the Commission will be traced by the successful financial institution from origin to destination to ascertain the party responsible for the delay.

**B. Positive Pay.** The Commission uses Positive Pay and needs continued access to this security system. Online banking must allow for import of a positive pay file.

**C. Reporting Services and Statements of Advice.** All accounts will run on a calendar month basis. The financial institution must provide monthly statements, account reconciliation reports, account analysis statements, cancelled checks, images and other report-related features normally associated with government needs. Provide a sample bank statement in your proposal to the Commission.

All advices affecting a debit or credit memo transaction must be provided daily and electronically. Confirmation of all wires should be provided electronically on a daily basis. Bank coding errors should be corrected within 72 hours after notification by the Commission at no cost to the Commission. The financial institution will be expected to provide custom, specialized reports from time to time.

A paid item file including check number, check amount, and date paid for all items paid in the preceding month should be available for the Commission to download within five business days after month-end for the general disbursement accounts. All paid item data for the Commission shall be maintained by the bank after download for a period of one year. Unpaid items data would also be helpful.

**D. Check Cashing.** The successful financial institution shall honor all accounts payable and petty cash checks that are on the positive pay listing provided by the Commission and presented by payees at any of its offices when accompanied by appropriate identification, without charge to the payee.

**E. Online Banking Services.** Online banking shall include cash management support. The financial institution must be capable of providing balance, float, and activity figures electronically on a daily basis. Online inquiry, transaction initiation, and reporting systems shall be accessed via internet to include at a minimum:

1. Daily reporting of account balances, collected and available,
2. Account detail for current month and, at minimum, eleven prior months
3. Wire transfer initiation and authorization,
4. Commission originated stop payments and void of checks,
5. Returned items charged against accounts,
6. Check reconciliation files that must be compatible with Microsoft Dynamics GP & Microsoft Dynamics 365,
7. Online check images (front and back) for disbursements and online check images for deposit items,
8. Records of all account activity must be accessible online. It is preferred these records be available for eighteen months but required for twelve months for audit purposes and,
9. Additional reports to be accessible on the online platform; ACH Controls, Positive Pay, Wire Reports, Stop Payment, Voids, Account Transfer, Image Retrieval and ability to customize reports.

- F. Interest Earning Accounts.** Cumulative collected balances in all accounts will earn interest that will be credited to the applicable account monthly. Explain the basis of the interest earnings rate in your response. In the response, include the specific index used to calculate the rate.
- G. Electronic Accounts Payable.** The airports goal is to pay all vendors electronically, either through ACH or a purchasing card program, instead of writing checks. Provide information indicating if this is a service your institution can provide and how the service would be provided. Please include any file types you accept, any standards used, and if the Commission will have the capability to create unique templates.
- H. Other Banking Services.** The Commission intends to pay for services on a fee basis. Such services shall include, but are not necessarily limited to deposit slips, check stock, bill straps and coin wrappers, locking night depository bags, and non-locking depository bags.
- I. Availability of Funds.** Deposits will be couriered or submitted electronically with remote deposit capabilities on a daily basis. The bank will guarantee immediate credit on all wire transfers and U.S. Treasury checks upon receipt. All other checks shall be credited accordingly to the successful banking institution's availability schedule. Banks are required to attach to the proposal a copy of their availability schedule.
- J. Automated Teller Machine.** The Commission currently has a separate contract providing an automated teller machine and servicing within the terminal. Please provide a breakdown of rent and servicing of machine if the Commission decided to include it in this contract.
- K. Other.** Please describe additional products/services offered by your financial institution that would assist the Commission with their banking services needs which have not been covered in the RFP. For example, in what ways can the Commission automate the AR/AP process to alleviate financial staff's hours devoted to the process?
- L. Bank Services Contact.** The successful banking institution must designate one or more senior staff person(s) who will serve as the Commission's principal contact for purposes of questions and problem resolution throughout the life of the contact, for all accounts and services. Please provide a chain of command for trouble shooting. Provide a list of personnel and order of who is contacted first to last.
- M. Training.** The banking institution must provide on-site training in addition to making web-based training available to Commission staff for all areas of service. Training, operating manuals, and ongoing support are to be supplied for all services provided.
- N. Experience.** Whether, within the last five years, the Offeror (who must disclose, subject to an NDA if requested) has been the subject of a successful class-action or individual litigation concerning their banking practices, or the subject of a federal or Commonwealth of Virginia regulatory action concerning banking practices, compliance and reporting, or fiscal management must be indicated on submission.



## VI. PROPOSAL CONTENT REQUIREMENTS

- A. Proposals must be submitted on 8-1/2" x 11" paper limited to 50 pages in a PDF format and saved on a USB drive. Portrait or landscape formatting, or a combination of both, is permitted.
- B. One (1) original copy and (1) electronic copy on a flash drive (PDF) of your proposal document are required. The Commission will not assume responsibility for reproduction if an insufficient number of copies have been supplied and failure to comply with this or any other requirement of this Request for Proposal may result in rejection of the proposal. **Fax submission of proposals are not acceptable and any such proposals shall not be considered.**
- C. Proposals must be submitted via email, mail or in-person no later than **3:00 p.m. on February 7, 2025** to:

Roanoke Regional Airport Commission  
5202 Aviation Drive NW  
Roanoke, VA 24012  
[Procurement@flyroa.com](mailto:Procurement@flyroa.com)  
Attn: Troy Philpott

- D. Minimum Qualifications financial institutions wishing to submit a response to this RFP must have:
- Be a state or federally chartered banking institution with a local presence at a minimum with branch locations in Roanoke county/city throughout the term of the contract
  - Be insured by the Federal Deposit Insurance Corporation (FDIC)
  - Be a member of the Federal Reserve System and have access to all related services
  - Have the ability to accept deposits at a City location or a processing center in Virginia for next day deposit at the latest.
  - Have experts on staff to provide a full range of banking services to the Commission.
  - Have a secure, online, web-based reporting system.
  - Demonstrate appropriate experience servicing government customers with similar account attributes and transaction volume as described herein.
  - Be able to accept deposits at a branch up to 5:00 p.m. local time and credit the Commission account on the day of the deposit.
  - Be a qualified Virginia depository in compliance with Virginia's Security for Public Deposits Act (Code of Virginia 2.2-4400 et seq.) which mandates how the Commonwealth's bank balances are to be collateralized.
  - Be able to provide dollar coins and quarters as needed

**VI. EVALUATION CRITERIA**

Proposals meeting the services and capabilities requested in the RFP will be scored based on a 100-point scale.

<b><u>CRITERIA</u></b>	<b><u>POINTS</u></b>
<b>Operational Requirements</b> <ul style="list-style-type: none"><li>• Understanding of the needs and operational requirements of the Commission</li><li>• Bank and branch locations</li><li>• Scope of services offered including degree of automation</li></ul>	25
<b>Fees</b> <ul style="list-style-type: none"><li>• Proposed fees, compensation and earning rates</li></ul>	25
<b>Financial Strength, Security and Regulatory Compliance</b> <ul style="list-style-type: none"><li>• Financial strength of the proposing firm</li><li>• Adequacy of financial controls, security and protection against loss</li><li>• Compliance with all applicable state and federal regulations for the services proposed</li></ul>	20
<b>Firm Experience</b> <ul style="list-style-type: none"><li>• The experience, resources, and qualifications of the firm and individuals assigned to this account.</li><li>• Relevant experience managing similar account relationships with other governmental entities with particular emphasis on aviation-related entities, or recipients of FAA or USDOT grants and/or funds</li></ul>	20
<b>Transition</b> <ul style="list-style-type: none"><li>• Quality and scope of conversion/implementation plan</li><li>• The value of any new product or service suggestions or other new ideas and enhancements</li></ul>	10

**VII. GENERAL INFORMATION**

- A. There is a strong likelihood finalists will be asked to deliver an oral or on-site presentation. Further details would be shared with finalists.
- B. Proposals having any erasures or corrections must be initialed by the Offeror in ink. Proposals must be signed, in ink, by an authorized officer of the firm.
- C. Proposals received after the set time for receipt shall not be considered and shall be returned unopened to the Offeror.
- D. Each Offeror may have different needs for information, it is incumbent on each Offeror to make whatever inquires it deems necessary in order to respond to the RFP. The Commission assumes no responsibility for oral instructions, suggestions or interpretations. All

inquiries concerning this proposal should be submitted prior to **5:00 p.m., on Friday, January 24, 2025**. If necessary, an addendum will be issued and emailed to all Offerors who were emailed the original RFP. For questions regarding this proposal, please contact:

Troy Philpott, Procurement and Contracts Manager  
5202 Aviation Drive NW  
Roanoke VA 24012  
Phone: (540) 362-1999 ext. 283

- E. No proposal may be withdrawn after opening except for clerical errors, as set forth in Section 2.2-4330 of the Virginia Code. Bidder must give the Commission a notice in writing of the request to withdraw a bid within two (2) business days after conclusion of opening.
- F. The Roanoke Regional Airport Commission is not responsible for any costs incurred with the development and delivery of the proposal. It is the sole responsibility of the Offeror.

#### **VIII. METHOD OF AWARD**

Once proposals have been evaluated, selection shall be made based on the factors as stated in this RFP. In-person interviews may then be conducted with those selected. If one Offeror is clearly more highly qualified and suitable than the others under consideration, a Contract may be awarded to that Offeror without an interview process.

If multiple finalists are selected, Offerors may be asked to deliver Roanoke-Blacksburg Regional Airport-specific work samples and/or concept proofs as part of the interview/selection process.

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, including resumes of qualified employees, and any other information or factors deemed relevant by the RRAC, shall be utilized in the final award.

#### **IX. RELEASE OF INFORMATION AND AWARD ANNOUNCEMENT**

As this is a Request for Proposal, no information regarding the identity of the Offeror nor the contents of the proposal submittal will be released until after the negotiation process. If your proposal contains information of a proprietary nature, the information must be noted and an explanation submitted on Attachment B - Proprietary Information Form.

Upon the award or the announcement of the decision to award, the Commission will notify all Offerors, in writing, that submitted a proposal. All materials submitted in response to this RFP become the property of the Roanoke Regional Airport Commission upon delivery to the RRAC and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

**X. REJECTION AND AWARD OF PROPOSAL**

The Roanoke Regional Airport Commission reserves the right to cancel this RFP and to reject any or all proposals. The Commission also reserves the right to waive any informality or irregularity in any proposal received and to award to the Offeror whose proposal is, in the opinion of the Commission, in its best interest.

**XI. CONTACT WITH AIRPORT COMMISSION PROHIBITED**

Neither the Commission's Members, employees or agents shall be lobbied either individually or collectively, regarding this RFP. Potential Offerors, their officers and employees, consultants, and agents shall not contact Members of the Roanoke Regional Airport Commission or staff concerning this RFP, directly or indirectly, with the exception of the Procurement Manager identified herein.

*ANY OFFEROR VIOLATING THIS PROHIBITION MAY BE DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS OR FUTURE RFPs.*

**XII. GENERAL TERMS AND CONDITIONS**

Please reference Exhibit A

***The Remainder of This Page Intentionally Left Blank***

**ATTACHMENT A**  
**REFERENCE FORM**

Name of Entity: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Length of Business Relationship: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

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Name of Entity: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Length of Business Relationship: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

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Name of Entity: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Length of Business Relationship: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Services Performed: \_\_\_\_\_

**ATTACHMENT B**  
**PROPRIETARY INFORMATION FORM**

Identify the data or other materials to be protected and state the reasons below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the proposal.

*Confidentiality Reference Protection in accordance with the Code of Virginia, Section 2.2-4342.*

Section/Title: \_\_\_\_\_ Page(s) #: \_\_\_\_\_

Reason(s) for Withholding from Disclosure: \_\_\_\_\_  
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Reason(s) for Withholding from Disclosure: \_\_\_\_\_  
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*Exhibit A*

**ROANOKE REGIONAL AIRPORT COMMISSION  
GENERAL TERMS AND CONDITIONS**

(PROFESSIONAL SERVICES NON-AIP)

**GC-1 COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS**

- A. Institution 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 Contract.
- B. Institution 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, including without limitation those applicable to the handling of hazardous and petroleum substances, wastes, and materials. All work under the Contract shall be performed in compliance with the current, applicable federal, state and/or local laws, rules, regulations and/or determinations and the Institution covenants and agrees to execute at any time any and all amendment(s) to this Contract that the Commission deems necessary and/or appropriate to comply with such federal, state and/or local laws, rules, regulations and/or determinations.

**GC-2 SUBCONTRACTING AND ASSIGNMENT**

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

The Commission will not recognize any sub Institution on the Work. The Institution 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 Institution may only replace or add sub Institutions with the prior written consent of the Owner.

Upon Owner's request(s), Institution shall provide a listing of all sub Institutions for the projects, including name, contact, address, phone, work to be performed, subcontract amount, and amount actually paid and any other information reasonably requested by Owner from time to time.

## **GC-3 PERFORMANCE REQUIREMENTS**

### **A. General**

- (1) The services and work under the Contract ("Work") shall be performed in a good, workmanlike and safe manner, consistent with accepted industry practices and techniques, and subject to all applicable laws and regulations.
- (2) Institution agrees to furnish its best skill and judgment in furtherance of the interest of the Owner. Institution agrees to furnish at all times an adequate supply of trained and qualified workmen, materials and equipment 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 services shall be performed with due diligence and with minimal interference to the Commission and private property owner(s) in the use of the/their property.

### **B. Character of Workers, Methods, and Equipment**

The Institution shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract Documents.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. Neither Institution nor its employees, agents, invitees or sub Institutions shall bring any firearms or other weapons onto the work sites; nor shall any person come onto or remain upon the work sites while under the influence of alcohol or illegal drugs.

### **C. Inspection**

A representative of the Owner and/or Institution shall have the right at all times to examine the supplies, materials, equipment and methods used by Institution; to observe the operations of the Institution 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.

### **D. Damage and Repair.**

Institution shall be responsible for and shall repair, or make financial and other arrangements for the repair, of any and all damages to the property of the Commission or others which may arise from its actions and the Work



under this Contract.

#### **GC-4 DOCUMENTS AND RECORDS**

##### **A. Ownership of Contract Documents.**

Institution shall retain ownership of all work product under the Contract until delivered to Owner in its final form. Upon request by Owner, one reproducible copy each of any reports, drawings, plans, specifications and maps prepared or obtained under the terms of the Contract shall be delivered to and become the property of the Owner; electronic versions in PDF, CADD and GIS format of each shall also be provided. Basic survey notes and sketches, charts, computations and other data shall be made available upon request to the Owner without restriction or limitation on their use.

##### **B. Right to Inspect Institution's Records.**

The Institution agrees that the Owner, and any approving Federal or state agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Institution which are directly pertinent to any specific grant program or the use of Commission public funds with respect to this Contract for the purpose of making audits, examinations, excerpts and transcriptions. All such records shall be maintained by Institution for at least three years after Owner has made final payment to Institution and all other pending matters concerning any grant and project are closed.

#### **GC-5 PAYMENTS**

A. Payment will be made in accordance with Institution's Scope of Services, plus the cost of any additional services agreed to in writing in advance by Commission, within thirty (30) days of Institution'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. Institution shall pay all applicable taxes, including sales tax on materials supplied. Institution 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 other property, or for unsatisfactory performance.

C. Prior to receiving any payments under this Contract, if the Institution is an

individual, the Institution shall provide its social security number to the Commission and if the Institution is a proprietorship, partnership, or corporation, the Institution 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](mailto: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 SUBSTITUTION AND OTHER PAYMENT CONDITIONS; CLAIMS**

- A. The Institution shall take one of the two following actions within seven days after receipt of amounts paid to the Institution by the Commission for work performed by any sub Institution under this contract:
  - a. Pay the sub Institution for the proportionate share of the total payment received from the Commission attributable to work performed by the sub Institution under the contract; or
  - b. Notify the Commission and the sub Institution, in writing, of his intention to withhold all or a part of the sub Institution's payment with the reason for nonpayment.
- B. The Institution shall pay interest to any sub Institution on all amounts owed by the Institution that remain unpaid after seven days following receipt by the Institution of payment from the Commission for work performed by the sub Institution under the contract, except for amounts withheld as allowed under paragraph "6b" above.

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

- C. The Institution shall include in its subcontracts a provision requiring each sub Institution to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier sub Institution.

- 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 Institution'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. Institution 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. Institution'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 Institution 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 Institution or other parties and may utilize appropriate assistance from other sources. Any final decision in writing by the Executive Director shall be issued to Institution 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 Institution. 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 Institution being awarded the relief claimed or in any other relief or penalty.

#### **GC-7 INDEMNIFICATION**

Institution 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 Institution 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 Institution's equipment or personal property used to perform the Work. Should Institution inadequately remedy or fail to remedy a violation of this Contract 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 Institution.

Institution's obligation to indemnify shall not be affected, waived or diminished 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 Institution or any subcontractor under worker compensation acts, disability benefit acts or other employee benefit acts.

## **GC-8 INSURANCE REQUIREMENTS**

- A. Workers Compensation  
Prior to the execution of this Contract by Commission, the Institution shall obtain, and provide evidence of statutory Worker's Compensation and Employer's Liability Insurance for all of its employees engaged in the Work. Such insurance shall be maintained throughout the term of this Contract. In case any such work is subcontracted, the Institution shall require the sub-Institution to provide such insurance for all of its employees engaged in the Work.
- B. Notice to Commission  
Institution 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.
- C. 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.
- D. 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.
- E. No Exclusions  
The Institution's insurance policies and/or coverages shall not contain any exclusion for the Institution's sub-Institution's.
- F. Maintenance of Insurance  
The continued maintenance of the insurance policies and coverages required by this Contract during the time that the Institution 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 Institution for default.
- G. Insurance Not To Be Limit on Liability  
Nothing contained in the insurance requirements is to be construed as limiting the liability of the Institution, and/or its sub-Institutions, or their insurance carriers 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 Institution's interest or liabilities, but are merely minimums. The obligation of the Institution, and its sub-Institutions, to purchase insurance shall not in any way limit the obligations of the Institution in the event that the Commission or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the Commission to seek any recovery against the Institution's insurance company before seeking recovery directly from the Institution.

## **GC-9 CANCELLATION**

### **A. For Cause**

The Commission's Executive Director may cancel the Contract upon written notice received by Institution whenever Institution's services fall below the quality of services generally provided by others for similar types of services, or Institution has failed to perform in accordance with this Contract. Prior to any such cancellation, Institution shall be given written notice and five (5) days to cure such failures. However, in the event that that Institution'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 Institution shall immediately take action to cure such failure and shall complete such cure within 24 hours. Default by Institution hereunder shall constitute a basis for determining for future contracts that Institution is not a responsible bidder and for Commission to refuse to award such future Contracts to Institution.

In the event that Institution defaults in the performance of any of the terms, conditions or agreements contained in this Contract, and/or Owner places the enforcement or defense of all or part of this Contract in the hands of an attorney, including the filing of a suit upon the same, Institution 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 immediately upon written notice, and may stop the Work at any time, provided that Institution 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-10 REQUIREMENTS IMPOSED BY STATE AND FEDERAL LAW**

### **NON-DISCRIMINATION**

1. During the performance of this contract, the Institution agrees as follows:

- (a) The Institution 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 Institution.

The Institution agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- (b) The Institution, in all solicitations or advertisements for employees placed by or on behalf of the Institution, will state that such Institution 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 Institution 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 sub Institution or vendor.

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

### **DRUG FREE WORKPLACE**

During the performance of this Contract, the Institution agrees to (i) provide a drug-free workplace for the Institution'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 Institution'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 Institution that the Institution 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 sub Institution or vendor.

### **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

The Institution 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.

### **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 Institution 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 Institution shall provide documentation acceptable to Commission establishing that the Institution 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 Institution 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-11 CODE OF FEDERAL REGULATIONS 41 CFR 60-300.5(a) and 41 CFR 60-741(a) REQUIRED EEO CLAUSE**

“The Institution and sub Institution 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 Institutions and sub Institutions to employ and advance in employment qualified individuals with disabilities and protected veterans.”

### **GC-12 GENERAL CIVIL RIGHTS PROVISIONS**

Institution 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 Institution, for itself, its assignees, and successors in interest (hereinafter in this section GC-11 both collectively, and jointly and severally, referred to as the “Institution”) agrees as follows:

1. **Compliance with Regulations:** Institution 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:** Institution, 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. Institution 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 Institution 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 Institution of the Institution'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:** Institution 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 an Institution is in the exclusive possession of another who fails or refuses to furnish the information, the Institution will so certify to the Commission 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 Institution's noncompliance with the Non-discrimination provisions of this Contract, the Commission 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 Institution under the contract until the Institution complies; and/or
  - b. Cancelling, terminating, or suspending this Contract, in whole or in part.
6. **Incorporation of Provisions:** Institution will include the provisions of paragraphs one through six of this section GC-11 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Institution will take action with respect to any subcontract or procurement as the Commission or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Institution becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Institution may request the Commission to enter into any litigation to protect the interests of the Commission. In addition, Institution 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, Institution, for itself, its assignees, and successors in interest (hereinafter both collectively and jointly and severally, referred to as the "Institution") 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 Institutions, 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-13  
WAGE)**

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM**

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-14**

**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-15**

**GOVERNING LAW, VENUE AND ARBITRATION**

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. In the event of any such litigation, the prevailing party, as determined by the adjudicating entity, shall have its costs, including all attorney's fees, paid by the non-prevailing party.

Notwithstanding the foregoing, the parties shall make their best efforts, in good faith, to resolve by negotiation all disputes concerning the interpretation and enforcement of this Contract by negotiation. The parties may resort to formal mediation via a professional mediating entity, licensed to conduct business in Virginia, in the event such inter-party negotiation fails. In the event either negotiation or mediation fail to resolve any such dispute, the parties hereby affirmatively agree to submit any action concerning the interpretation or enforcement of this Contract to binding arbitration, pursuant to Chapter 21 of Title 8.01 of the Code of Virginia, as currently existing or amended hereafter. Said arbitration shall be conducted by a professional arbitrating entity licensed to conduct business in Virginia. In the event the parties are unable to agree upon the arbitrating entity, selection shall be determined by a coin toss, choosing between one nominee respectively proposed by each party. The cost of the arbitration shall be shared equally by the parties. The party prevailing in any such arbitration, as determined by the arbitrator, shall have its costs, including all attorney's fees, paid by the non-prevailing party.

**GC-16 SEVERABILITY AND INTERPRETATION**

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. In the event of any conflict or discrepancy between (i) any of these General Conditions and (ii) any term or provision of any proposal and/or exhibit or other document submitted by the Institution and made a part of the Contract, all cases, the terms and conditions of these General Conditions shall control and prevail.

**GC-17 SURVIVAL**

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

**GC-18 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-19 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-20 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 Institution in writing.

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

**GC-21 CERTIFICATION**

The individual executing the Contract on behalf of Institution certifies and warrants that he or she is authorized to enter into the Contract and bind the Institution to all of the terms and conditions contained herein. Commission's Executive Director has been duly authorized by affirmative vote of the Commission Board to execute this Contract on behalf of the Commission.

**GC-22 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 Institution and all subcontractors, sub-Institutions, 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) inn 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 like of the terminal building. Records for the acquisition of land and easements shall be kept indefinitely.
3. The Contractor or Institution and all subcontractors, sub-Institutions, 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 Institutions, sub-Institutions, and any other recipients of pass-through funds.

**Exhibit B**  
**(sample Pro-forma)**

Please provide a pro-forma detailing the monthly cost, discounts, required balances, and ECR. Please use the following template. Please total Monthly Cost and Required Balances.

**Interest Earning Accounts.** Cumulative collected balances in all accounts will earn interest that will be credited to the applicable account monthly. Explain the basis of the interest earnings rate in your response. In the response, include the specific index used to calculate the rate.

The estimated information below is for the Commission's activity in its most active accounts for the past three months. While some months may deviate from these activity levels slightly, the information included should be an accurate representation of a typical month for the Commission.

**RFP # 25-002 Banking Services**

**Exhibit B - Pro-forma**

<u>Service Description</u>	<u>Average Monthly Volume</u>	<u>Monthly Service Cost</u>
<u>General Account Svcs:</u>		
Analyzed Account Monthly Maint	1	
Max Invest Sweep Acct Monthly Maint	1	
Deposit Balance Assessment	3	
<u>Depository Services:</u>		
Deposit	34	
Remote Deposit Monthly Maint	1	
Non Atlantic Union Check Deposited	23	
<u>Paper Disbursement Services:</u>		
Check Paid	5	
Chargeback of Returned Item	1	
<u>Positive Pay Services</u>		
Positive Pay Issue Item	5	
Positive Pay Monthly Maint	1	
ACH Positive Pay	1	
<u>General ACH Services</u>		
ACH Credit Received	260	
ACH Debit Received	74	
ACH Debit Block	1	
AHC Return Credit Originated	1	
ACH Credit Originated	100	
ACH Bob Monthly Maint	1	
<u>Wire and Other Funds Transf Svcs</u>		
Wire Incoming	1	
Wire Bob onthly Maint	1	
<u>Information Services</u>		
Bus Online Banking Monthly Maint	1	

***END OF RFP #25-002***