REQUEST FOR BIDS ROANOKE REGIONAL AIRPORT COMMISSION

BID NUMBER: 18-015

BID DUE DATE: July 19, 2018

BID OPENING TIME: 2:00 P.M.

BID: GRACO RoadLazer/RoadPak HD (skid mount)

Paint Machine

I. INSTRUCTIONS TO BIDDERS

A. General

1. The Roanoke Regional Airport Commission is seeking bids for the purchase and delivery of:

One (1) <u>new</u> 2018 or 2019 GRACO RoadLazer/RoadPak HD (skid mount) Paint Machine including all of the specifications listed herein.

- 2. Submit bid quotation on the blank bid form included herein, filling in all spaces and information; failure to answer all questions, provide all information and return all pages of this Request for Bid may be cause for disqualification of the bidder.
- 3. All bids must be signed by an authorized representative of the responding firm.
- 4. The bid must be presented in an opaque envelope and must be sealed, marked and must be received by <u>2:00 p.m.</u> on Thursday, July 19, 2018 at the following address:

Roanoke Regional Airport Commission 5202 Aviation Drive Roanoke, VA 24012

Attention: Erin Henderson, Contracts Administrator

Place in lower left hand corner:

GRACO RoadLazer/Road Pak HD Paint Machine Bid Number 18-015

- 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 be returned unopened.
- 6. Bids will be evaluated on the basis of the lowest total bid price by a responsive and responsible bidder.

B. Additional Bid Requirements:

- 1. Bid quotes shall include all costs of the items requested and shipping to 5075 Peters Creek Road, Roanoke, VA 24017.
- 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.
- 3. Additional requirements for the purchase, including the detailed specifications and other requirements, terms and conditions which will be imposed on the successful bidder, are included in the attached Proposed Contract.
- 4. Each bidder shall submit with its bid, descriptive literature and specification sheets of the requested items.
- 5. Each bidder shall specifically state the nature of any proposed deviation from the detailed specification on the bid form or on a separate sheet which shall be attached to its bid. Since any such deviation may be cause for rejection of the bid, it is recommended that bidders seek guidance on the acceptability of any proposed deviation pursuant to and in accordance with the procedures and time schedule contained in A.7 above.
- 6. 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 to transaction business in the Commonwealth as a foreign business entity 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 Commission's Executive Director. Complete Form B-2 in Section II-Bid Forms

D. Bid Award

- 1. The Commission reserves the right to award the Contract or Contracts 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, having positive commercial references, who is not in default on any other Commission contract, and providing a product which is effective in meeting the cleaning requirements for which it is intended.
- 2. The Commission reserves the right to waive any informality in any bid and to reject any or all bids should said action be deemed to be in the best interest of the Commission.
- 3. Bids shall be valid for 60 days. Within sixty (60) consecutive calendar days after the Bid Opening date, the Roanoke Regional Airport Commission may give written "Notice of Bid Acceptance". The successful Bidder shall be required, within ten (10) consecutive calendar days after the receipt of the "Notice of Bid Acceptance" to execute the Contract.
- 4. Should the successful Bidder fail 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 effectiveness 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. This procurement is subject to and governed by the Virginia Public Procurement Act, as amended, as modified by the Roanoke Regional Airport Commission Procurement Regulations, as amended, which are incorporated by reference herein.

PART II. BID FORMS – BID FORM NO. 1

DATE:

	SUBMITTED BY:	
	_	(Firm Name)
Roanoke Regional Airport Administrative Office 5202 Aviation Drive, N.W. Roanoke, Virginia 24012		
Airport Commission, to fu Machine in accordance	proposes and agrees, if this Bid is accepted, to or rnish and deliver: One (1) new 2018 or 2019 GRA with this Bid Form, the Instructions to Bidders or Bid, as prepared by the Roanoke Regional Airp	ACO RoadLazer/RoadPak HD Paint , the Proposed Contract and any
A. BID PRICE:		
following: ✓ Skid ✓ 2-pui ✓ 1350 ✓ Slide ✓ 2 pur ✓ Road ✓ Cam ✓ Simp ✓ Gun ✓ Rear ✓ Two(✓ 1 las ✓ Two ✓ Two ✓ Two ✓ Two ✓ Two ✓ Two ✓ Two	Mount mp RoadPak HD LB bead tank -in mount frame mp/3 gun RoadPak gun arm dPak advanced controller era System ele Guide System arm lift wrench seat and steerable carriage 2) additional gun kits er guide 3000 (2) 33 gallon paint tanks (2) bottom feed fittings (1) accessory frame kit (2) sets of operator manuals (2) sets of parts/service manuals (if available) ve (12) month manufacturer warranty (8) hours of training	
		\$
Item 2 : Shipping/I	Delivery to 5075 Peters Creek Road, Roanok	e, VA 24017
		\$
TOTAL of Item 1 an	d Item 2(including shipping/delivery) \$ _	

EACH BIDDER MUST COMPLETE AND SIGN THE INFORMATION BLOCKS BELOW OR ITS BID SHALL BE DETERMINED NON-RESPONSIVE:

State the complete legal firm name:	
Address:	_
Telephone:	
Email:	
Fax:	
Cell:	
Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Data	

BID FORM – 2

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/offeror's SCC Identification Number is:
B.	 Bidder/Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder/offeror's SCC Identification Number is:
C.	 Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional 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.

PURCHASE OF ONE (1) GRACO (skid mount) RoadLazer/RoadPak HD Paint Machine

THIS	CONTRACT,	is	made	and	entered	into	this		day	of
		_201	18 betw	een th	e Roanok	e Reg	ional	Airport C	ommiss	ion,
a body	y corporate, (he	ereir	after re	ferred	to as "Co	mmis	sion"	or "Purc	haser") a	and
					(herei	nafter	refer	red to as	s "Seller'	" or
"Contr	actor") for good	ds a	ınd valu	iable d	considerat	ion, ir	ncludii	ng the p	romises	set
forth h	erein, the partie	es ac	aree as	follows	S:					

1. **GOODS AND SERVICES**

A. General:

The Seller hereby agrees to furnish and deliver one (1) RoadLazer/RoadPak HD (skid mount) Paint Machine. Additional requirements are contained in Attachment "A"-Specifications.

B. **Delivery**:

- All items shall be delivered to the Roanoke Regional Airport Commission Airfield Facility Building at: 5075 Peters Creek Road, Roanoke, VA 24017 unless some other airport building or location is designated by Commission.
- All items which are delivered must conform in every way to the specifications listed in Attachment "A" hereof. <u>Substitution of</u> <u>materials or non-conformance with detailed specifications will</u> <u>be cause for rejection of the item and possible default and</u> <u>cancellation of the contract for cause</u>.
- 3. Unless other arrangements have been specifically made, the items shall be delivered during the hours of 8:00 a.m. 2:00 p.m., Monday through Friday. Twenty-four hour advanced notification of the delivery shall be made to the Director of Grounds and Facilities at (540) 362.1999, extension 277.

4. The Seller shall deliver the items within 15 days after the Commission's return of the executed Contract to the Seller.

C. Specifications:

It is the intent of these specifications to purchase:

- One (1) RoadLazer/RoadPak HD Paint Machine;
- Detailed specifications AND additional requirements are included as Attachment "A".

Training:

Seller to provide to buyer eight (8) hours of hands-on training.

Bid Literature:

Descriptive literature will be required to substantiate the details specified in the bid.

Warranty:

The manufacturer shall provide:

At a minimum a twelve (12) month manufacturers warranty.

2. **CONTRACT DOCUMENTS**

The Contract document shall consist of this Contract, the Request for Bids and Instructions to Bidders, and the Seller's Completed Bid Form, 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. <u>TIME FOR PERFORMANCE</u>

The Vendor/Seller shall deliver the items no later than 15 days after receipt of the executed Contract.

4. **PAYMENT**

The Owner hereby agrees to pay the Vendor for the performance of all items of the Work, the sum of:

- (). Payment to Seller by the Owner shall be made in a lump sum, upon delivery of all items. It is understood that the amount to be paid to the Vendor for all goods hereunder shall be the lump sum contained in the Seller's Bid and made a part of this Contract.
- A. Payment shall be made in accordance with Seller's bid within thirty (30) days after the satisfactory delivery and final acceptance by Commission of item(s) and the submittal by Seller of a proper invoice. A detailed invoice shall be sent to: Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, VA 24012.
- B. Seller agrees that the Commission may withhold payment on any item which does not conform to the Specifications or which is unacceptable due to Seller's unsatisfactory performance under this Contract.

5. SUBCONTRACTING AND ASSIGNMENT

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

6. **DEFAULT OR WAIVER**

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

7. ENTIRE AGREEMENT

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

9. **CANCELLATION**

A. For Cause

The Owner's Executive Director may cancel and terminate this Contract upon written notice to Seller whenever Commission determines, in Commission's sole and exclusive discretion, that Seller's services fall below the quality of services generally provided by others for similar types of services, or Seller has failed to perform in accordance with this Contract. Prior to any such cancellation and termination, Contractor shall be given written notice and five (5) days to cure such failures. Default by Seller hereunder shall constitute a basis for determining future Contracts that Contractor is not a responsible bidder and for Commission to refuse to award such future Contracts to Seller.

In the event that Contractor defaults in the performance of any of the terms, conditions or agreements contained in this Contract, and Owner places 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 fees and cost related to any such proceeding.

B. Without Cause

The Executive Director of the Commission may cancel the Contract anytime upon thirty (30) days advance written notice, provided that Seller shall be paid for all goods ordered on or before the effective date of such cancellation upon their satisfactory delivery and acceptance.

10. **NON-DISCRIMINATION**

- A. During the performance of this contract, the Contractor agrees as follows:
 - (1.) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- (2.) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- (3.) Notices, advertisements and solicitations places in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The Contractor will include the provisions of the foregoing paragraphs 1., 2., and 3. in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

11. DRUG FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful 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 over \$10,000.00 so that the provisions will be binding upon each such subcontractor or vendor.

12. 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

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 canceled at any time during the term of the contract. The Commission may void this contract if the Contractor fails to remain in compliance with the provisions of this section.

13. **GOVERNING LAW AND VENUE**

The provisions of this Contract shall be governed by and are intended to be consistent with the laws of the Commonwealth of Virginia. In light of this express choice of law provision; Virginia law for determining governing law shall not apply to the provisions of this Contract. Every action brought 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.

14. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

15. **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

Compliance with Nondiscrimination Requirements

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent

Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

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

Title VI List of Pertinent Nondiscrimination Authorities

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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 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.

17. **SURVIAL**

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.

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.

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.

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.

Contractor: Attest: By: Title: Title: Date: Roanoke Regional Airport Commission By: Attest: Title: Executive Director Title: Commission Secretary Date: Certification of Funding. By: Treasurer Roanoke Regional Airport Commission Account Number Approved for legal form. By: General Counsel

Roanoke Regional Airport Commission

WITNESS the following signatures:

ATTACHMENT "A" Specifications

Graco RoadLazer/RoadPak Paint System Specifications

The 2018 or 2019 RoadLazer/RoadPak Paint System shall be equipped and delivered as follows:

- ✓ Skid Mount
- √ 2-pump RoadPak HD
- √ 1350 LB bead tank
- ✓ Slide-in mount frame
- √ 2 pump/3 gun RoadPak gun arm
- ✓ RoadPak advanced controller
- √ Camera System
- ✓ Simple Guide System
- ✓ Gun arm lift wrench
- ✓ Rear seat and steerable carriage
- √ Two(2) additional gun kits
- √ 1 laser guide 3000
- ✓ Two (2) 33 gallon paint tanks
- ✓ Two (2) bottom feed fittings
- ✓ One (1) accessory frame kit
- √ Two (2) sets of operator manuals
- √ Two (2) sets of parts/service manuals (if available)
- ✓ Twelve (12) month manufacturer warranty
- ✓ Eight (8) hours of training