

**INVITATION FOR BID
ROANOKE REGIONAL AIRPORT COMMISSION**

BID NUMBER:	19-012
DEADLINE FOR RECEIPT OF BID:	July 10, 2019 at 2:00 P.M. in person, or by mail/carrier
BID PROJECT:	Scheduled Maintenance Services for Two (2) Burnham 100hp Boilers in Terminal Building
A PRE-BID MEETING AND SITE INSPECTION:	June 27, 2019 at 9:00 A.M. Meet in Commission's Conference Room "A" prior to a site inspection.

I. INSTRUCTIONS TO BIDDERS

A. General

1. The Roanoke Regional Airport Commission is seeking bids for scheduled maintenance services for two (2) Burnham boilers.
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, or return all pages of this Request for Bid may be cause for disqualification of the bidder (see Part II-Bid Form).
3. All bids must be signed by an authorized representative of the responding firm.
4. Bids which are mailed by US mail or private carrier, or which are hand delivered, must be presented in a manila envelope and must be sealed, marked and addressed as follows and must be received by 2:00 P.M. on July 10, 2019 at the following address:

Roanoke Regional Airport Commission
Administrative Offices
5202 Aviation Drive, N.W.
Roanoke, Virginia 24012
Attention: Erin Henderson

Place in lower left hand corner:

Scheduled Maintenance Services for Two (2) Burnham 100hp Boilers in Terminal Building- Bid No. 19-012

5. Only bids received in the Commission's Administrative Offices, Second Floor Terminal Building, or by email as specified above, on or prior to the bid deadline specified above shall be considered. Bids received after the bid deadline will not be considered.
6. Evaluation of Bids:
Subject to the terms and conditions herein, the Contract will be awarded to the responsive and responsible bidder offering the lowest total price for all required services.
7. A **PRE-BID** meeting will be held and site inspection provided by Commission's representative on July 27, 2019, at 9:00 a.m., in order to assist bidders in preparing their bid packages. Any interested bidder should arrive at the Commission's Conference Room A, Second Floor Terminal Building, by the specified time in order to participate in the pre-bid meeting and view the sites. No additional meetings or site reviews will be provided.
10. Any questions concerning this Request for Bids shall be provided in writing to Erin Henderson, Contracts Administrator by the close of business on July 2, 2019 by email to erinh@flyroa.com

B. Additional Requirements for Completion of Bids

1. The scope of work, including the detailed specifications and other requirements, terms and conditions which will be imposed on the Successful Bidder are included in the Proposed Contract (Section III of this Request for Bids), including the Technical Specifications and Plans attached thereto and incorporated therein.
2. The Bidder must submit its Bid on the Bid Forms contained herein; no other form is acceptable. All blank spaces in the Bid Forms must be correctly and completely filled in, where indicated, in ink or type written, except that all signatures shall be signed in ink by an official of the firm who is authorized to submit the bid.
3. No bid will be received and tabulated or considered, nor any contract awarded, unless the bidder has demonstrated in the bid form that it is properly licensed as a Contractor, as required under the Code of Virginia (1950), as amended (complete Part II Bid Form).
4. Each Bidder shall include on the bid form the name of at least three commercial references for similar services, including the name and telephone number of a contact at the referenced company (Part II-Bid Form Section II).

5. Each Bidder shall specify, in its bid, the name of and the work to be performed, if any, by each subcontractor. Part II-Bid Form 2).
6. Each Bidder shall complete and submit with its bid the Worker's Compensation Certificate of Coverage (Part II-Bid Form, Section III). No award shall be made to any Bidder who fails to show such evidence of required Worker's Compensation coverage.
7. Each bidder shall complete and submit with its bid, the Bidder Certification of Licensure and Licensure of Subcontractors appearing in Part II- Bid Form, Section IV.
8. Every Bidder (or Offeror) shall include in its bid the identification number issued to it by the State Corporation Commission confirming that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50. If the Bidder is not required to be authorized under Title 13.1 or Title 50 or as otherwise required by law, the Bidder shall include in its bid a statement describing why the Bidder is not required to be so authorized. Any Bidder that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Executive Director (Part II-Bid Form, Section V).
9. Each Bidder shall be prepared to submit evidence of qualifications, experience, and equipment to perform the work specified in this Request for Bid.
10. Any changes, including corrections of omissions and discrepancies that may be made to the Requests for Bids will be in the form of an Addendum which will be provided to all Bidders of record.
11. All proposals or bids and any accompanying or related information submitted to the Commission will become the property of the Commission and will not be returned. Trade secrets or proprietary information submitted by a proposer or bidder may not be subject to the Virginia Freedom of Information Act (Section 2.2-3700 et seq.), provided that the proposer or bidder: (i) properly invokes the protections of the applicable sections of the Virginia Code, as amended, including, without limitation, Virginia Public Procurement Code Section 2.2-4342 for trade secrets or proprietary information prior to or upon submission of the data or other materials to be protected; (ii) clearly identifies the data or other materials in the proposal to be protected; and, (iii) states in writing the reasons why protection is necessary.

By submitting a proposal or bid, the submitting entity consents and agrees that, notwithstanding any express or implied claim of copyright, any and all documents submitted to the Commission are not subject to copyright and, as such, may be copied; however, the release of such documents shall be

governed by applicable law, including, without limitation, the Virginia Freedom of Information Act.

C. Additional Information to Assist Bidders:

1. The successful bidder shall be required to obtain and maintain comprehensive general liability insurance on a per occurrence basis in the amount of \$1,000,000.00 million dollars (see Part III-Section 10-Insurance).

2.. Title VI Solicitation Notice

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

Federal Fair Labor Standards Act (Federal Minimum Wage)

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

Occupational Safety and Health Act of 1970

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

4. ACH Vendor Payments

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

By signing the form, you authorize the Roanoke Regional Airport Commission to initiate credit entries and if necessary, debit entries and adjustments for any credit entries in error to your checking account. Form to be returned by the winning bidder along with a voided check.

D. Bid Award

1. The Commission reserves the right to award the Contract to a Bidder other than the apparent low Bidder. Should a contract be awarded to a Bidder other than the apparent low Bidder, it will be awarded to the lowest responsive and responsible Bidder meeting all specifications and having positive commercial references.
2. The Commission reserves the right to cancel the request for bids, 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.
4. Bids shall be valid for 60 days. Within sixty (60) consecutive calendar days after the Bid Opening date, the Commission may give written "Notice of Bid Acceptance". The successful Bidder shall be required, within fifteen (15) consecutive calendar days after the receipt of the "Notice of Bid Acceptance" to execute the Contract and furnish the Roanoke Regional Airport Commission with proof of liability insurance coverage's and a copy of the proposed project schedule.
5. Should the successful Bidder fail or refuse to execute and return the Contract, supply the required insurance and proposed schedule within the time allowed, the Commission may proceed to contract with the next lowest bidder meeting all specifications and reference requirements, and may debar the first successful Bidder from future bidding opportunities.
6. The bid shall not be final and effective, nor the Commission legally bound, until the fully executed contract is returned to the successful bidder.
7. Failure to perform the Contract in a reliable manner shall constitute a basis to determine for future Contracts that the Contractor is not a responsible bidder and the Commission may refuse to award such future contracts to Contractor.
8. This procurement is subject to and governed by the small purchase provisions of the Virginia Public Procurement Act, as amended, as modified by the Roanoke Regional Airport Commission Procurement Regulations, as amended, which are incorporated by reference herein.

PART II - BID FORM

Scheduled Maintenance Services for Two (2) Burnham 100hp Boilers

Bid No. 19-012

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

SECTION I **BID PRICE**

The undersigned hereby proposes and agrees, if this Bid is accepted, it will contract with the Roanoke Regional Airport Commission to furnish and provide all supervision, labor, materials, tools, equipment, services, out of pocket costs and other incidentals for the **Scheduled Maintenance Services for Two (2) Burnham 100hp Boilers in Airport's Terminal Building** at Roanoke Regional Airport in accordance with this Bid Form, the Instructions to Bidders, the Proposed Contract, Technical Specifications, Drawings, Exhibits and any Addenda, as applicable, to the Request for Bids, as prepared by the Roanoke Regional Airport Commission, Roanoke, Virginia.

It is understood that the quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluation of bids, with the right reserved by the Owner to delete all or any portion of minor bid items.

YEAR 1

Annual inspection for each of the two (2) Burhman 100hp boilers, includes operating inspection and flame adjustment; and one (1) operation inspection per boiler including combustion tests.

Cost: _____

YEAR 2

Annual inspection for each of the two Burhman 100hp boilers; includes operating inspection and flame adjustment; and combustion test.
Provide Eddy Current Tube Analysis

Cost: _____

YEAR 3

Annual inspection for each of the two (2) Burhman 100hp boilers, includes operating inspection and flame adjustment; and one (1) operation inspection per boiler including combustion tests.

Cost: _____

TOTAL FOR ALL THREE (3) YEARS: _____

All bid quotes shall be valid for 60 calendar days.

The price quoted by the successful bidder shall remain in effect during the entire term of the Contract, and the successful bidder shall be paid upon the satisfactory completion of all of the Work, as determined by Commission.

SECTION II QUALIFICATIONS OF BIDDERS

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

Contact in your firm for inquiries: _____

Years of business under present name: _____

Date of Incorporation: _____

Place of Incorporation: _____

Contracting Specialties: _____

Years performing work specialties: _____

List equipment available for project: _____

List three (3) most recent contracts or subcontracts completed in the last five (5) years which included work similar to that required in this project.

<u>Type of Project</u>	<u>Contract With Contact Person/ Phone No.</u>	<u>Contract Amount</u>	<u>Date Completed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List of key subcontractors to be utilized on this project and their responsibilities:

SECTION III COMMONWEALTH OF VIRGINIA WORKERS' COMPENSATION

Certification of Coverage

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

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

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

The undersigned organization stipulates that it:

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

___ Yes ___ No

Insurance Company: _____

Policy expiration date _____ or,

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

**SECTION IV **BIDDER CERTIFICATION OF LICENSURE AND
LICENSURE OF SUBCONTRACTORS****

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

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

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

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

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

(INSERT BIDDER'S NAME)

CONTRACT LICENSE NO. _____
(IF APPLICABLE)

By: _____

Title: _____

Date: _____

SECTION V

COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH

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

Please complete the following:

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

_____.

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

_____.

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

Please attach additional sheets of paper if more space is needed to explain why such bidder/offeror is not required to be authorized to transact business in Virginia)

Roanoke Regional Airport Commission
ATTN: Accounts Payable
5202 Aviation Drive NW
Roanoke VA 24012
540/362-1999
finance@flyroa.com



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 e-mail. The e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must print, complete this form, include a voided check and return both to the **address or e-mail** above. By signing below, you authorize 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.

Payee Information			
Payee Name:		SSN or Federal ID #:	
Remit Address(es) for applicable accounts:			
Email Address:			

The E-MAIL ADDRESS is for payment notification.

Bank Information	
Bank Name:	
Name on Account:	
Account #:	
Routing #:	

Name(s):
Please print _____

Title: _____

Authorized Signature

Date

PLEASE INCLUDE VOIDED CHECK

SECTION VII **BIDDER INFORMATION AND SIGNATURE**

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

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

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

Complete Firm Name of Bidder

Signature of Authorized Official

Name & Title of Signing Official

Business Address: _____

Telephone: () _____

Area Code

Email: _____

CONTRACTOR'S VIRGINIA CONTRACTOR NO: _____

PART III- PROPOSED CONTRACT

THIS CONTRACT, made and entered this ____ day of _____, 201__ by and between the Roanoke Regional Airport Commission ("Owner" or "Commission") and _____, ("Contractor") pursuant to and in accordance with Commission's Small Purchase Procedures.

1. **WORK**

Contractor hereby agrees to furnish and provide to the Commission the following goods and services. Contractor will provide to the Commission the scheduled maintenance services for two (2) Burnham 100hp boilers and as may be more particularly described in Section 7 of this Contract below and as may be more particularly identified in the description of such goods and/or services, descriptive portion of Contractor's proposal dated _____, attached hereto together as Exhibit "B" which Exhibit "B" is incorporated herein by reference.

A more detailed description of the Work and its requirements is contained in the Section 7 hereof.

2. **CONTRACT DOCUMENTS**

This Contract shall consist of the following Contract Documents: this executed Contract; the Invitation to Bid; the Instructions to Bidders; General Conditions; and the Contractor's completed Bid Form which is attached hereto and incorporated herein by reference. In the event of any inconsistency between this Contract and any of the other Contract Documents, the terms and conditions of this Contract shall prevail.

The General Conditions, which are attached hereto as Attachment "A", are hereby made a part of this Contract and incorporated herein as if fully rewritten.

3. **TERM**

This Contract shall commence on _____ and end and terminate at midnight on _____.

4. **PAYMENT**

The total cost to Commission:

Year 1	_____
Year 2	_____
Year 3	_____

To be paid within thirty (30) days after satisfactory provisions of the required goods and/or services and presentation of an appropriate invoice, all as determined by the Commission in its sole and exclusive discretion. Commission shall not be liable for and shall not make any additional payments for any goods and/or services under this Contract unless pursuant to a prior written amendment to this Contract executed by both parties.

ACH Vendor Payments

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

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

5. INSURANCE

A. Liability Coverage

Prior to execution of this Contract by Commission, Contractor shall provide Owner's Executive Director suitable evidence of commercial general liability occurrence-type insurance that includes contractual liability and products and completed operations insurance, and automobile liability with "any auto" coverage, naming Contractor as insured and its employees, subcontractors, the Commission and its officials, officers, board members, agents, employees, and volunteers as additional insureds, providing coverage against any and all claims and demands made by any person or persons or any other entity whomsoever for injuries or death or property damage incurred in connection with or arising out of the Work, services, items and/or other matters to be performed hereunder and including contractual liability coverage for the terms and conditions of this contract, which policies shall provide limits of not less than \$1,000,000.00.

B. Other Requirements

Other requirements concerning insurance are included in the **General Conditions** (Attachment A).

6. **SPECIAL CONTRACT TERMS**

A. Scheduling and Notification of Work

- (1) Contractor shall provide at least 48 hours notice to Commission's Project Coordinator of its desire to begin work at the Airport.
- (2) Under no circumstances shall any emergency or required means of ingress or egress be blocked unless expressly authorized by Commission, upon at least 48 hours notice by Contractor.
- (3) See the **General Conditions-Attachment "A"** for other performance requirements.

B. Contractor's Warranties

The Contractor expressly warrants that all aspects of the Work shall be of good and merchantable quality and fit for the particular purpose for which intended. In addition to and not in lieu of any other warranties, express or implied, the Contractor expressly warrants and guarantees the Work against defects or deficiencies in all material and workmanship and shall maintain, repair or replace, solely at its own cost and expense including, without limitation, any cost of labor, materials or travel, any work that is found by the Owner to be defective, within a period of two (2) years from the date of Final Acceptance of the Work.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the express warranty contained in these General Conditions, the Owner may have the defects corrected and the Contractor shall be liable for all expense incurred.

This warranty shall be in addition to and not in lieu of any and all other applicable and required warranties, as specified in these contract documents, including, without limitation, manufacturer's, special, express or implied warranties.

7. **ENTIRE AGREEMENT**

This Contract embodies the entire understanding between the parties. There are no oral agreements or representations in connection herewith. This Contract may only be amended by written agreement executed by both parties.

8. DETAILED DESCRIPTION AND REQUIREMENTS OF THE WORK

Contractor to provide to Commission the following:

Year 1

Annual inspection for each of the two (2) Burnham 100hp boilers, includes flame adjustment; and one (1) operational inspection per boiler, including combustion tests.

Year 2

Annual inspection for each of the two (2) Burnham 100hp boilers, includes flame adjustment; and one (1) operational inspection per boiler including combustion tests; and, provide eddy current tube analysis.

Year 3

Annual inspection for each of the two (2) Burnham 100hp boilers, includes flame adjustment; and one (1) operational inspection per boiler, including combustion tests.

9. 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, Virginia 24012, or at such other office as Commission may hereafter designate by notice to contractor in writing.

- C. Notice to Contractor. Notice to Contractor shall be addressed and delivered to: _____

or at such other office in the continental United States as Contractor may hereafter designate by notice to Commission in writing.

10. GENERAL TERMS AND CONDITIONS INCORPORATED

The General Terms and Conditions attached hereto as Exhibit "A" are incorporated by reference herein.

11. CERTIFICATION

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

WITNESS the following signatures:

Contractor: _____ Attest: _____

By: _____

Title: _____

Date: _____

Roanoke Regional Airport Commission

By: _____ Attest: _____
Executive Director Commission Secretary

Date: _____

Certification of Funding:

Approved for Legal Form:

By: _____
General Counsel
Roanoke Regional Airport Commission

By: _____
Treasurer

Account Number