

**REQUEST FOR PROPOSAL (RFP)
ROANOKE REGIONAL AIRPORT COMMISSION**

PROPOSAL NUMBER	23-003
DEADLINE FOR RECEIPT OF PROPOSAL	September 2, 2022 at 2:00PM in person, or by mail/carrier
PROPOSAL PROJECT	Building 51 Janitorial/Custodial Services
OPTIONAL SITE VISIT	August 22, 2022 at 5:00PM Meet at Building 51, 1410 Coulter Drive, Roanoke VA 24012
QUESTIONS DUE DATE	August 23, 2022 by 2:00PM

Any questions concerning this Request for Proposal shall be provided by email to Corey Scott, Contracts Administrator by 2:00PM EDT on August 23, 2022 by email to corey.scott@flyroa.com.

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified offerors to establish a contract through competitive negotiation for the purchase of all labor, materials, supervision, equipment, services, incidentals and related items necessary to provide janitorial/custodial services at Building 51 at Roanoke-Blacksburg Regional Airport. The proposed contract shall consist of one (1) base year and four (4) successive one (1) year option periods.

II. OPTIONAL SITE VISIT

An optional site visit for this requirement is scheduled for August 22, 2022 at 5:00PM at Building 51. The address for Building 51 is 1410 Coulter Drive, Roanoke VA 24012. Offerors are not required to perform a site visit in order to submit a response to this RFP. The site visit is only being held to allow potential offerors the opportunity to survey the location. Please send an email to the Contracts Administrator, Corey Scott, at corey.scott@flyroa.com no later than noon on August 22, 2022, if planning on attending the optional site visit.

III. STATEMENT OF NEEDS

The Commission needs a Contractor capable of maintaining cleanliness of the facility at a level of service that equals or exceeds ordinary tidiness, as defined below.

The Contractor shall furnish all labor, supervision, equipment, cleaning supplies, and materials unless otherwise stated, to clean Building 51. Building 51 is a general office building that currently consists of approximately 16,000 square feet of cleaning space. Cleaning services shall be provided after the end of regular working hours, which end at 5:00PM. Please see Attachment X for a floor plan showing the areas for cleaning highlighted in green.

A. Building Space Changes: RRAC reserves the right to adjust the space to be cleaned within Building 51 to either add new space or to remove space as needs dictate.

B. Frequency Definitions:

1. Normal general "Daily" tasks shall be performed a minimum of once each day five days per week.
2. Weekly tasks shall be performed a minimum of once each week or once each five (5) day period.
3. Bi-monthly tasks shall be performed once every two (2) weeks or once within a ten (10) day period.
4. Monthly tasks shall be performed once each month or once within a thirty (30) day period.
5. Semi-annual tasks shall be performed once every six (6) months or once within a one hundred eighty (180) day period.
6. Annual tasks shall be performed once each contract year or once each twelve (12) month period.

C. Contractor Experience:

The Contractor shall have experience in cleaning facilities of similar size and type as Building 51.

Proposals should at a minimum address the following:

- **Provide evidence of your firm's experience in providing the services being sought in this RFP for facilities of similar size and type.**

D. Equipment and Supplies:

1. All cleaning equipment and supplies shall be provided by the Contractor at no additional costs, unless noted otherwise. Contractor shall ensure that furnished equipment and supplies are available for use by the Contractor's personnel at all times.
2. Equipment: All equipment shall be maintained in good operating condition and in sufficient quantities to perform all services adequately.
 - a. Equipment shall meet or exceed all requirements as set forth by the U.S. Environmental Protection Agency (EPA) and U.S. Department of Labor's Occupational Safety and Health Administration.
 - b. Contractor's personnel shall be trained in the use of all equipment necessary to perform services.
 - c. Contractor shall not use any equipment that is injurious or damaging to the surface to which they are applied or exposed. Contractor shall be responsible for repairing any work site damages caused by misuse of equipment, which shall be repaired to the satisfaction of the Commission.
 - d. The Contractor shall ensure that equipment be cleaned prior to returning to storage to avoid unpleasant odors such as "sour" mops.
3. Cleaning Supplies: All products used by the Contractor shall be approved by the RRAC Terminal Manager to use. If damage should occur due to failure to get approval, the Contractor shall be held responsible for all costs related to repair or replacement.
 - a. Supplies and materials provided by the Contractor shall be maintained in sufficient quantities at all times and available to the Contractor's employees for use in the performance of the required services.
 - b. The Contractor shall not use any product or material that might damage any surfaces to which they are applied. The Contractor shall be held responsible for restoring or replacing equipment, furniture, floor covering, or any other Commission owned property damaged through negligence or misuse of equipment or product by the Contractor's employees.
 - c. Supplies or chemicals considered "hazardous" shall not be used unless expressly authorized by the RRAC Terminal Manager. The use of such materials shall meet all regulations established by OSHA and the EPA.

- d. Material Safety Data Sheets (MSDS) and product labels for all chemicals on-site must be made available at all times.
4. Consumable Supplies:
- a. The Commission will provide the following consumable supplies for Contractor restocking duties:
 - i. All required sizes of plastic trash liners.
 - ii. Required sizes of paper hand towels and dispensers.
 - iii. All toilet tissue and any dispensers required.
 - iv. All soaps and any dispensers required.
 - v. Toilet seat covers and sanitary products and dispensers.
 - vi. Batteries for dispensers.
 - b. Contractor shall perform monthly inventory of consumable supplies and forward the report to the RRAC Terminal Manager with recommendations for replenishment.
5. Storage: When possible, designated custodial closets will be provided for storage of supplies and equipment supplied by the Contractor, which will remain on the job site during the life of the contract. Contractor shall keep custodial closet areas clean and orderly at all times. Mop sinks shall be cleaned daily. Floors in custodial closets shall be scrubbed monthly.

Proposals should at a minimum address the following:

- **List the equipment and tools, including quantity of each, which will be used during the performance of any resultant contract.**
- **List the brand and purpose of cleaning products your company will use during the performance of any resultant contract.**
- **Describe how your firm tracks inventory and replenishes stocks to ensure availability.**

E. Level of Service:

The Contractor shall provide a level of cleaning that is minimally equivalent to the publicly available professional standards established by the International Facility Management Association (IFMA) for "Ordinary Tidiness" as well as having neither serious nor repeated criticisms. Levels 3, 4 and 5 are unacceptable conditions for compliance and shall be grounds for termination

of contract.

1. Orderly Spotlessness (Level 1) – Floor and base moldings are clean and shined, no dirt buildup in corners or along walls. All vertical and horizontal surfaces have freshly-cleaned appearance: no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. Washrooms are odor-free and tile gleams; supplies are adequate. Trash containers hold only daily waste and are clean and odor-free.
2. Ordinary Tidiness (Level 2) – Floor and base moldings are clean and shined. No dirt build-up in corners or along walls, but there may be up to two days' worth of dust, dirt, stains or streaks. All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable upon close observation. Washrooms are odor-free and tile gleams; supplies are adequate. Trash containers hold only daily waste and are clean and odor-free.
3. Casual Inattention (Level 3) – Floors are swept or vacuumed clean but upon close observation reveal stains. A build-up of dirt or floor finish in corners and along walls can be seen. There are dull spots or matted carpet in halls or corridors. Base molding is dull and dingy with streaks or splashes. All vertical and horizontal surfaces have conspicuous dirt, smudges, fingerprints, and marks. Trash containers hold only daily waste and are clean and odor-free.
4. Moderated Dinginess (Level 4) – Floors are swept or vacuumed clean, but are dull, dingy and stained. There is noticeable build-up of dirt and/or floor finish in corners and along walls. There is a dull path and/or obviously matted carpet in halls and corridors. Base molding is dull and dingy with streaks and splashes. All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks.
5. Unkempt Neglect (Level 5) – Floors and carpets are dull, dirty, dingy, scuffed, or matted. There is conspicuous build-up of old dirt or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints. Trash containers overflow, are stained and smell sour.

Proposals should at a minimum address the following:

- **Provide details on how your firm will assure that the expectations are being met by personnel.**
- **If expectations are not being met, please explain the corrective action your firm will take to remedy the issue.**

F. General Cleaning Requirements

The Contractor shall be responsible for meeting the following cleaning requirements;

Cleaning and Disinfecting Requirements

The Contractor shall routinely wipe down all solid, high contact surfaces in common and high traffic areas using soap and water, followed by a disinfectant from the EPA-registered list of products. Cleaning staff shall use products in accordance with directions provided by the manufacturer, including the use of personal protective equipment (PPE), if applicable. Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

“Routinely,” for purposes of this section, is defined as no less than once daily. More frequent cleaning and disinfection may be required based on level of use.

Daily Services

- Empty trash receptacles
- Sweep entrances, lobbies, and corridors
- Spot sweep floors
- Spot vacuum carpets
- Clean drinking fountains
- Sweep and damp mop/scrub restrooms
- Clean all restroom fixtures and replenish restroom supplies
- Dispose of all trash/garbage generated in or about the building
- Wash inside/out or steam clean can used for collection of food remnants from snack bars/vending machines
- Dust horizontal surfaces that are readily available and visibly require dusting
- Spray buff resilient floors in main corridors, entrances, and lobbies
- Remove carpet stains
- Police sidewalks, parking areas, and driveways
- Clean glass entry doors

Weekly Services

- Damp mop and spray buff all resilient floors in restrooms and health units
- Sweep sidewalks, parking areas, and driveways (weather permitting)

Bi-Monthly Services

- Spray buff resilient floors in secondary corridors, entrances, and lobbies
- Damp mop and spray buff hard and resilient floors in office space

Monthly Services

- Thoroughly dust furniture
- Completely sweep and/or vacuum carpets
- Sweep storage space
- Spot clean all wall surfaces within 70 inches of the floor

Every 2 Months Services

- Damp wipe restroom waste paper receptacles, stall partitions, doors, window sills, and frames
- Shampoo entrance and elevator carpets

Three (3) Times a Year Services

- Dust wall surfaces within 70 inches of the floor, vertical surfaces, and under surfaces
- Clean metal and marble surfaces in lobby

Twice a Year Services

- Wash all interior/exterior windows and other glass surfaces
- Strip/apply 4 coats of finish to resilient floors in restrooms
- Strip/refresh main corridors and other heavy traffic areas

Annual Services

- Wash all venetian blinds and dust 6 months from washing
- Vacuum/dust all surfaces in the building more than 70 inches from floor, including light fixtures
- Vacuum all draperies in place
- Strip/refresh floors in offices and secondary lobbies and corridors
- Shampoo carpets in corridor and lobbies
- Clean balconies, ledges, courts, areaways and flat roofs

Every 2 Years Services

- Shampoo carpets in all offices and other non-public areas

Every 5 Years Services

- Dry clean/wash (as appropriate) all draperies

As Required Services

- Provide and empty exterior ash cans and clean area of any discarded butts

Proposals should at a minimum address the following:

- **Describe in detail how your firm will meet the requirements listed above in paragraph F.**

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. GENERAL PROPOSAL PREPARATION

1. RFP Response: In order to be considered, offerors must submit a complete response to this RFP and **the proposal must be signed by an authorized representative of the responding firm.** No other distribution of the proposal shall be made by the offeror. Proposal submittals shall consist of one (1) original of the proposal and one (1) copy of the proposal.

- a. Proposals which are mailed by US mail or private carrier, or which are hand delivered, must be presented in an opaque envelope and must be sealed, marked and addressed as follows and must be received by 2:00PM on September 2, 2022, at the following address:

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

Place in lower left-hand corner:

Building 51 Cleaning Services - RFP No. 23-003

- b. Only proposals received in the Commission's Administrative Offices, Second Floor Terminal Building, as specified above, on or

prior to the proposal deadline specified above shall be considered. Proposals received after the proposal deadline will not be considered nor will they be opened.

2. Proposal Preparation:

- a. Ownership of all data, materials, and documentation originated and prepared for the Commission pursuant to this solicitation shall belong exclusively to the Commission and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information in the original signed proposal and paper copies. Additionally, the offeror must submit a redacted copy of the proposal if invoking said protection.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.
- b. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Commission requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Commission. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. The entire proposal response shall be signed and filled out as required. No font shall be smaller than 11 Point. Page size shall be 8 ½ x 11 inch. Larger pages are allowed for figures or tables, but should be folded into the overall proposal and used sparingly.

All pages should be numbered.

- e. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
 - f. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- B. Oral Presentation / Demonstrations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation or provide a demonstration of their proposed solution to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the Commission and may or may not be conducted.
- C. **SPECIFIC PROPOSAL INSTRUCTIONS**
- Proposals should be as thorough and detailed as possible so that the Commission may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
- 1. Offeror Information and Signature Form, included as an attachment to the RFP.
 - 2. State Corporation Commission Form, included as an attachment to the RFP.
 - 3. Commercial References Form, included as an attachment to the RFP.
 - 4. Complete Attachment 4 – Pricing Schedule for all goods and services outlined in this RFP.

5. A written narrative statement to include:
 - a. Experience in providing the services described herein.
 - b. Firm's background, company history, locations, including the principals and their background. Detail the ownership and other relevant information regarding the firm.
 - c. Names, qualifications and experience of personnel to be assigned to the project.
 - d. Provide names of any potential subcontractors.

6. Specific methodology and plans for providing the proposed services including:
 - a. What, when, how and by whom the services will be performed or accomplished.
 - b. Projected timeline for delivery of services relative to award date of contract.

7. Other information as requested in Section III, Statement of Needs.

V. EVALUATION AND AWARD CRITERIA

- A. EVALUATION CRITERIA: Proposals will be evaluated by the Commission using the following criteria:

Evaluation Criteria	% of Total
Qualification, Relevant Experience, Capabilities, and Capacity	35
Proposed methodology and plan for providing janitorial services	30
Proposed Pricing	15
DSBSD Certified Small Business	20
TOTAL	100

VI. GENERAL TERMS AND CONDITIONS

**ROANOKE REGIONAL AIRPORT COMMISSION
TERMS AND CONDITIONS
(Non-AIP)**

GC-1 COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS

- A. Contractor covenants and warrants that it has all licenses and permits necessary to perform the work and that it shall maintain all such licenses and permits as may be required by Federal, State and local agencies during the term of the Agreement.

- B. Contractor expressly warrants that in performance of the Work it shall comply with all applicable laws, codes, regulations, standards, etc., which may be required of it by all applicable local, state and federal jurisdictions

and their respective agencies, offices, bureaus, and other administrative/regulatory entities.

GC-2 SUBCONTRACTING AND ASSIGNMENT

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

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

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

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

GC-3 PERFORMANCE REQUIREMENTS

A. General

- (1) The 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) Contractor shall protect the property of the Commission, airport tenants and private property owners from any and all damage caused by Contractor's operations.
- (3) Contractor agrees to furnish its best skill and judgment in furtherance of the interest of the Owner. Contractor agrees to furnish at all times an adequate supply of 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.
- (4) 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.
- (5) Contractor shall maintain the work area in a neat, clean and safe condition at all times. Recognizing that Foreign Object Debris (FOD) could severely damage aircraft and jeopardize the lives of

passengers, Contractor shall vigilantly comply with the requirements in the Contract Documents related to the clean-up and removal of demolition/removal debris and waste materials.

B. Character of Workers, Methods, and Equipment

The Contractor 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 Contractor nor its employees, agents, invitees or subcontractors 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.

Any person employed by the Contractor or by any subcontractor including the project superintendent, who, in the opinion of the Commission, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the consent of the Owner.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Commission may suspend the Work by written notice until compliance with such orders.

C. Equipment

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

D. Inspection

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

E. Clean-Up

Contractor shall clean up daily the work sites, access ways or exit routes from the work site.

F. Damage and Repair

Contractor 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 HAZARDOUS AND OTHER WASTES, MATERIAL AND SUBSTANCES

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

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

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

D. Environmental Indemnification: Regardless of Commission's acquiescence and in addition to indemnification provisions contained elsewhere in this Agreement, Contractor shall defend, indemnify, and hold the Commission, and all of its officers, agents, and employees, harmless from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of violation of this section and agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. Contractor further covenants and agrees to reimburse Commission and hold the Commission, and all of its officers, agents and employees harmless from any and all costs,

expenses, attorney's fees and all penalties or civil judgments obtained against the Commission as a result of Contractor's use, release or disposal of any petroleum product, hazardous substance, material, or waste onto the ground or into the water or air.

GC-5. PAYMENTS

- A. Payment will be made in accordance with Contractor's bid for the Work, plus the cost of any additional services agreed to in advance, in writing by Commission, within thirty (30) days after the satisfactory completion of the Work, as determined by Commission, and Contractor's presentation of a proper invoice.

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

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

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

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

GC-6 SUBCONTRACTOR AND OTHER PAYMENT CONDITIONS; CLAIMS

- A. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the Commission for work performed by any subcontractor under this contract:
1. Pay the subcontractor for the proportionate share of the total payment received from the Commission attributable to work performed by the subcontractor under the contract; or
 2. Notify the Commission and the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- B. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commission for work performed by the subcontractor under the contract, except for amounts withheld as allowed under paragraph "A2" above.

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

- C. The Contractor shall include in its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- D. Contractual claims, disputes and other matters relating to the acceptability of the work, the interpretation or the requirements of the Agreement, or the performance or furnishing of the work, including without limitation, Engineer's or Commission's denial of Contractor's request for a change order for additional money and/or an increase in time, shall be submitted in writing together with all supporting documentation/data and a request for a formal decision to the Owner's Executive Director. Contractor shall deliver the written notice with supporting data for each such claim, dispute or other matter promptly, but in no event later than ten (10) calendar days after the start of the occurrence of the event giving rise to the claim. Contractor's failure to submit written notice of such claim, dispute or other matter with the supporting data to Owner's Executive Director within the time specified shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for such matters and shall be an absolute bar to any future claim or suit against Owner for damages or relief of any kind based upon such occurrence or event. In reviewing any such claim or dispute, Executive Director may request any additional information or documentation from Contractor or other parties and may utilize

appropriate assistance from other sources. Any final decision in writing by the Executive Director shall be issued to Contractor within ninety (90) calendar days from the later of: i.) receipt of the written claim; or ii.) receipt of any additional information requested from the Contractor. Failure of the Executive Director to render a decision within ninety (90) calendar days shall be deemed a final decision by the Roanoke Regional Airport Commission denying the claim, and shall not result in the Contractor being awarded the relief claimed or in any other relief or penalty.

GC-7 INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the Commission, its officials, officers, board members, agents, and employees, against any and all loss, cost, or expense, including reasonable attorney's fees, resulting from any claim, whether or not reduced to judgment, and for any liability of any nature whatsoever, that may arise out of or result from the Work or its performance by Contractor or its subcontractor(s) or the violation of any of the terms and conditions of this Contract, including, without limitation, fines and penalties, violations of federal, state or local laws or regulations promulgated hereunder, personal injury, wrongful death or property damage claims, or damage to or vandalism of the Contractor's equipment or personal property used to perform the Work. Should Contractor inadequately remedy or fail to remedy a violation of this agreement after notification by Commission, Commission shall be authorized to take whatever corrective action Commission deems necessary to eliminate the violation, at the sole expense of Contractor.

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

GC-8 INSURANCE REQUIREMENTS

The following terms and conditions related to Insurance shall apply:

Liability Insurance Requirements.

The Contractor shall maintain general liability insurance, on a per occurrence basis, with a quality company authorized to do business in Virginia during the life of the Contract and furnish Owner Certificates of Insurance, or other appropriate evidence of coverage as may be required by Owner, naming the Contractor as insured and its subcontractors, Owner, and Owner's officers, officials, agents, board members, employees and volunteers as additional insureds, providing coverage against any and all claims for property damages or bodily injury (including death) incurred in connection with the services to be provided under this Agreement. Minimum limits of liability shall be as indicated below:

Commercial General Liability: \$1,000,000.00 Per Occurrence and \$2,000,000.00 In the Aggregate to include Contractual, Owners and Contractors Protective, and Personal Injury (Libel, Slander, Defamation of Character, etc.)

Automobile Liability: \$1,000,000.00 Combined Single Limit, unless the Consultant will be driving inside the AOA, in which case the requirement shall be for \$5,000,000 Combined Single Limit. Such insurance shall be "any auto" type coverage or is equivalent.

The above amounts may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

Workers' Compensation Requirements

The Contractor will obtain and maintain during the life of the Contract the statutory Workers' Compensation and Employer's Liability Insurance for all of its employees engaged in work on the Project under Contract. The Contractor shall require similar coverage by all subcontractors.

Notice of Cancellation

The policy or policies required hereunder shall contain substantially the following special provision, unless otherwise agreed by Owner: "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be sent by certified mail to the Executive Director, Roanoke Regional Airport Commission."

Additional Insureds

Prior to execution of this Contract by Owner, the Contractor shall provide the Executive Director with an exact copy of the additional insured endorsement naming the entities listed above as additional insureds, and a copy of the declaration sheet for every insurance policy required hereunder. Such documents shall as to form, coverage, carrier and limits be satisfactory and approved by the Owner's Executive Director. If at any time the coverage, carrier or limits on any policy shall become unsatisfactory to such Executive Director, or the Owner's General Counsel, the Contractor shall forthwith provide a new policy meeting the requirements of said persons. The additional insured coverage provided under the Consultant's insurance policy shall be primary with respect to the Contractor's general liability, notwithstanding other insurance covering the Owner.

Insurance not to be a Limit on Liability

Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance 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 Contractor's interest or liabilities, but are merely

minimums. The obligation of the contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the Commission or any of those named above should suffer 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 Contractor's insurance company before seeking recovery directly from the Contractor.

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.

Notice to Commission

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

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.

No Exclusions

The Contractor's insurance policies and/or coverages shall not contain any exclusion for the Contractor's sub-contractors.

Maintenance of Insurance

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

GC-9 REQUIREMENTS IMPOSED BY STATE AND FEDERAL LAW

A. NON-DISCRIMINATION

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

normal operation of the Contractor.

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

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations places in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
 3. The Roanoke Regional Airport Commission does not discriminate against faith-based organizations.

B. DRUG FREE WORKPLACE

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

C. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

D. EVIDENCE OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to 2.2-4311.2 (A) of the Code of Virginia (1950), as amended, if the Contractor is organized as a stock or non-stock corporation, limited

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

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

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

GC-11 GENERAL CIVIL RIGHTS PROVISIONS

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

Title VI Solicitation Notice:

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

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

Compliance with Nondiscrimination Requirements

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

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

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

Title VI List of Pertinent Nondiscrimination Authorities

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation

Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

GC-12 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

GC-13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance

and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

GC-14 CANCELLATION

A. For Cause

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

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

B. Without Cause

The Executive Director of the Commission may cancel the contract without cause at any time upon ten (10) days advance written notice, and may stop the work at any time during the ten-day period, provided that Contractor shall be paid for all work completed to the satisfaction of the Commission on or before the effective date of the cancellation or stop work order, whichever is sooner.

GC-15 GOVERNING LAW AND VENUE

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

Western District of Virginia, Roanoke, Virginia, and not elsewhere.

GC-16 SEVERABILITY

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

GC-17 ENTIRE AGREEMENT

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

GC-18 SURVIVAL

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

GC-19 DUPLICATE COPIES

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

GC-20 CERTIFICATION

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

GC-21 HEADINGS

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

GC-22 NOTICES

- A. **Forms of Notice:** Unless otherwise specified, all notices, consents and approvals required or authorized by this Contract to be given by or on behalf of either party to the other, shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given three days after the time a certified letter, properly addressed, postage prepaid is deposited in any United States Post Office, or upon delivery by hand, or upon delivery by overnight express carrier.
- B. **Notice to Commission:** Notice to Commission shall be addressed to it and delivered at the office of the Executive Director, Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, VA 24012, or at such other office as Commission may hereafter designate by notice to Consultant in writing.
- C. **Notice to Contractor:** Notice to Contractor may be addressed and delivered to Contractor at the address provided by Contractor in the Contract, Contractor's address as shown in the public records, or at such other address in the continental United States as Contractor may hereafter designate by notice to the Commission in writing.

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

- A. As a recipient of Virginia Department of Aviation grant funds, all Commission contracts and agreements are subject to all applicable terms and conditions of the Commission's Master Agreement, Allocations, and Grant Agreements with the Virginia Department of Aviation, all as amended, which are incorporated by reference as if expressly stated herein, including, without limitation, the following provisions:
 - 1. The Contract is subject to appropriation of funds and applicable grant funding from the Virginia Department of Aviation and may be cancelled and immediately terminated in the event the Virginia of Aviation terminates the funding in whole or in part for the Contract under the provisions of an applicable Master Grant Agreement, Allocation, or Grant Amendment.
 - 2. The Contractor or Consultant and all subcontractors, sub-consultants, and any other recipients of pass through funds shall maintain all books, documents, papers, accounting records, and any other written or electronic evidence supporting their project activities and the costs incurred. Such information shall be made available for audit and inspection at the Commission's offices at all times during the Grant Agreement, Grant Amendment(s), or Allocation period and for a period of four years from the end of the state fiscal year (i.e. June 30) in which the final payment is made, except for records pertaining to terminal

buildings and the acquisition of land and easements. Records for terminal buildings shall be kept for the useful life of the terminal building. Records for the acquisition of land and easements shall be kept indefinitely.

3. The Contractor or Consultant and all subcontractors, sub-consultants, and any other recipients of pass-through funds shall permit any authorized representatives of the Virginia Department of Aviation to inspect and audit all records related to the performance of the contract or agreement, the Master Agreement, or any Grant Agreements, Grant Amendment(s), and Allocations. This shall include, but not limited to the following: the scope of any audit conducted must include those expenditures made by the Commission for the Grant Agreement, Grant Amendment(s), or Allocation, including consultants, sub-consultants, and any other recipients of pass-through funds.

VII. SPECIAL TERMS AND CONDITIONS

SC-1 RENEWAL OF CONTRACT

This contract may be renewed by the Commission upon written agreement of both parties for four (4) successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

SC-2 PRICE ESCALATION/DE-ESCALATION

Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI-U. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor

shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

SC-3 JANITORIAL SERVICE SURETY BOND

Prior to the provision of services under the terms of the resulting contract, the successful Offeror shall obtain and provide Commission's Executive Director evidence of successful Offeror's Janitorial Service Surety Bond in the amount of \$50,000 payable to the Roanoke Regional Airport Commission as obligee.

VIII. METHOD OF PAYMENT

Payments for any resulting contract will be made by the Commission in Accordance with Article 4 of the Virginia Public Procurement Act, Article 4 "Prompt Payment" (Code of Virginia §2.2-4347 et. seq.)

Payment will be made within 30 days of proper invoice. Payment shall be made by electronic funds transfer.

Contractor shall submit proper invoices to finance@flyroa.com or Roanoke Regional Airport Commission, Department of Finance, 5202 Aviation Drive NW, Roanoke, VA 24012.

IX. PRICING SCHEDULE

Complete Attachment 4 – Pricing Schedule for all goods and services outlined in this RFP.

X. ADDITIONAL INFORMATION

- A. 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.
- B. 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.

XI. ATTACHMENTS

The following attachments must be completed and submitted as part of the proposal.

1. Attachment 1 – Offeror Information and Signature Form
2. Attachment 2 – State Corporation Commission Form
3. Attachment 3 – Commercial References

4. Attachment 4 – Pricing Schedule

For Reference Only

5. Attachment 5 – Building 51 Floor Plan for Janitorial/Custodial Services

ATTACHMENT 1
OFFEROR INFORMATION AND SIGNATURE FORM

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

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

EACH OFFEROR MUST COMPLETE AND SIGN THE INFORMATION BLOCK BELOW OR ITS PROPOSAL SHALL BE DETERMINED TO BE NON-RESPONSIVE

Complete Firm Name of Offeror

Signature of Authorized Official

Name & Title of Signing Official

Business Address: _____

Telephone: () _____

Area Code

EMAIL: _____

ATTACHMENT 2
STATE CORPORATION COMMISSION FORM

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

ATTACHMENT 3
COMMERCIAL REFERENCES

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

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

ATTACHMENT 4
PRICING SCHEDULE

RFP No. 23-003
Building 51 Janitorial/Custodial Services

**THE OFFEROR SHALL COMPLETE ALL ITEMS AND FILL IN
ALL BLANKS IN THE PRICING SCHEDULE**

SECTION I PRICING

The undersigned hereby proposes and agrees, if this proposal 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 Building 51 Janitorial/Custodial services at Roanoke-Blacksburg Regional Airport for a period of one (1) year with four (4) successive optional one-year renewal periods in accordance with this Request for Proposal and any Addenda to the Request for Proposal, as prepared by the Roanoke Regional Airport Commission, Roanoke, Virginia.

**A. PROPOSED PRICE FOR BUILDING 51 JANITORIAL/CUSTODIAL SERVICES
(as described in Section III of the RFP):**

ITEM 1 – COST OF BUILDING 51 JANITORIAL/CUSTODIAL SERVICES

MONTHLY COST

ANNUAL COST

YEAR 1 \$ _____ X 12 MONTHS

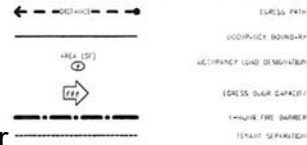
\$ _____

All proposals shall be valid for 60 calendar days.

LIFE SAFETY PLAN NOTES:

1. EXTEND EXISTING WALLS TO UNDERSIDE OF DECK/RAVINE DECK WITH EACH SIDE AND SET-UP TOP OF WALL AT 2'-0".

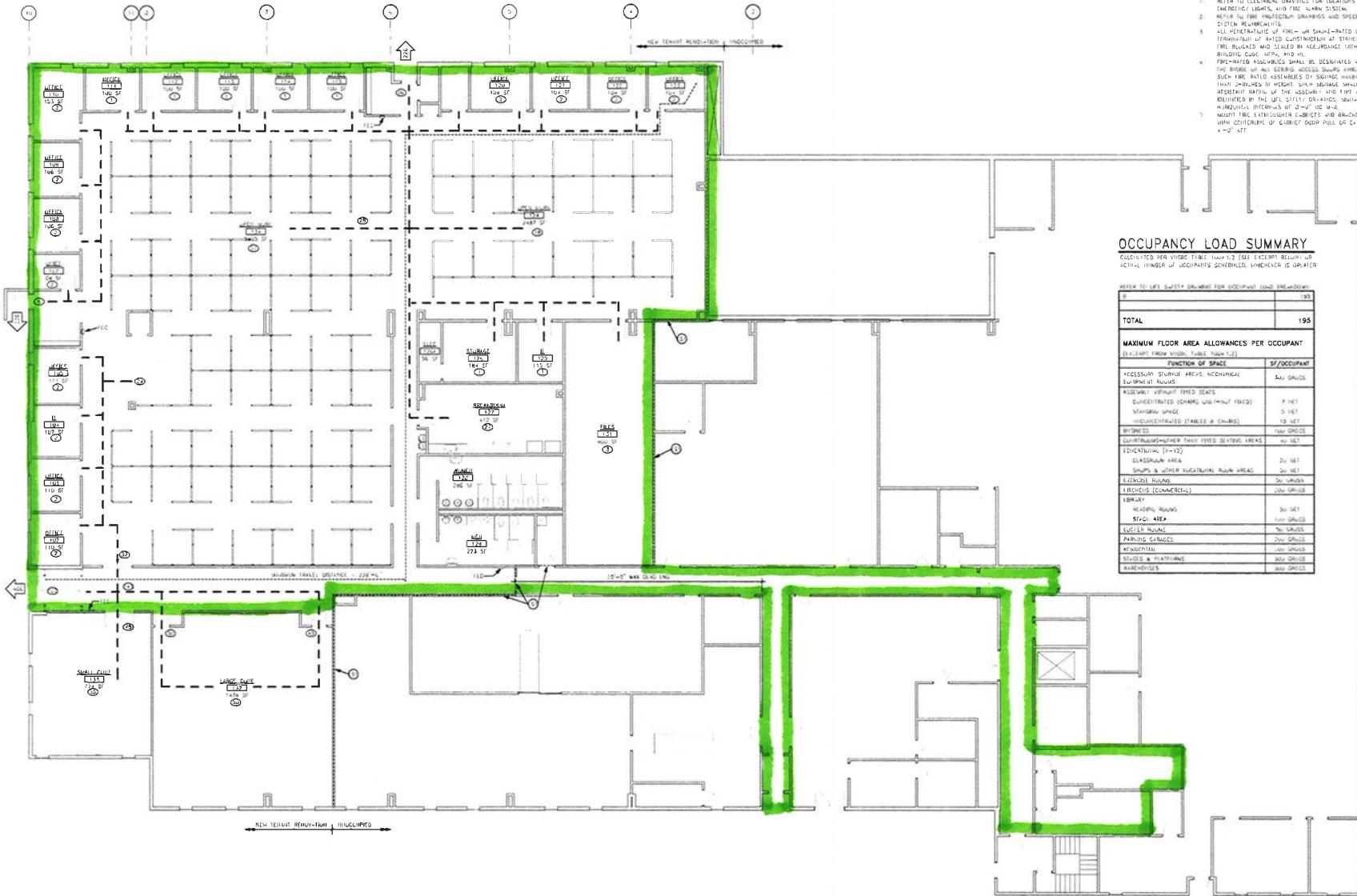
LIFE SAFETY LEGEND



GENERAL LIFE SAFETY NOTES:

- REFER TO ELECTRICAL ANALYSIS FOR LOCATIONS OF LIFE SAFETY, EMERGENCY LIGHTS, AND FIRE ALARM SYSTEM.
- REFER TO FIRE PROTECTION DRAWINGS AND SPECIFICATIONS FOR SPRINKLER SYSTEM REQUIREMENTS.
- ALL PERPETRATING OF FIRE-OR SMOKING-RATED CONSTRUCTION AND TERMINATION OF RATED CONSTRUCTION AT STRUCTURE ABOVE SHALL BE FIRE BARRIERS AND SHALL BE ACCORDANCE WITH REQUIREMENTS OF THE BUILDING CODE, UFGA, AND IFC.
- FIRE-RATED ASSEMBLIES SHALL BE OCCUPIED ABOVE CEILING AND ON THE ROOF OF ALL EXISTING ACCESSWAYS. PROPER ACCESS TO SUCH FIRE-RATED ASSEMBLIES BY SIGNAGE HAVING LETTERS NO SMALLER THAN CHARACTERS IN HEIGHT WITH UNIFORM SPACING SHALL INDICATE THE CORRECT ROUTE TO THE ASSEMBLY AND FIRST OF ASSEMBLY AS REQUIRED BY THE LIFE SAFETY DRAWINGS. SIGNAGE SHALL BE PROVIDED AT MAXIMUM INTERVALS OF 2'-0" TO 4'-0".
- Mount fire extinguisher cabinets and bracket-mount extinguishers with consideration of cabinet door pull on extinguisher activation at 4'-0" AFF.

ATTACHMENT 5
Building 51 Floor Plan for Janitorial/Custodial Services
 Areas to be cleaned are contained within the green border



OCCUPANCY LOAD SUMMARY

CALCULATED PER VISIBLE TABLE 1004.1.2 (SEE EXCEPT BELOW) UP TO THE NUMBER OF OCCUPANTS SCHEDULED, WHICHEVER IS GREATER

REFER TO LIFE SAFETY DRAWING FOR OCCUPANT LOAD INFORMATION	
IF	193
TOTAL	195

MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT

FUNCTION OF SPACE	SF/OCCUPANT
ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOMS	541 GROSS
ASSEMBLY WITHOUT FIXED SEATS	100 GROSS
CONCENTRATED (CHAIR, W/ FINE) FEEDS	7-161
STAIRWAY SPACE	3-161
NONCONCENTRATED STAIRS & CHAIRS	10-161
IMPASSES	100 GROSS
COURTYARDS-WITHIN TRAIL FENCED AREAS	40-161
RECREATIONAL (7-12)	20-161
CLASSROOM AREA	20-161
SHOPS & OTHER VULNERABLE ROOM AREAS	50-161
EXERCISE ROOMS	50-161
LIBRARIES (COMMERCIAL)	100 GROSS
LIBRARY	50-161
RECREATION ROOMS	50-161
STAGE AREA	100 GROSS
LEVEL ROOMS	70 GROSS
PARKING GARAGES	200 GROSS
RESTROOMS	100 GROSS
STUDIOS & REHEARSING	100 GROSS
WAREHOUSES	300 GROSS

Preliminary

BUILDING 51 TENANT UPGRADE
 RRAC
LIFE SAFETY PLAN

Sheet	Revised	Description

Designed: EFS
 Drawn: TWM
 Checked: Chester
 Date: 3/22/19

Project No: **12813**



Sheet No:

LS101