

ROANOKE REGIONAL AIRPORT COMMISSION

Request for Proposals No. 24-006

**DEVELOPMENT, MANAGEMENT AND OPERATION OF
FULL-SERVICE FIXED BASED OPERATOR**



Issue Date: **September 29th 2023**

Proposal Submission Deadline: **November 13th 2023 at 3:00 PM**

Submit Proposal to: Roanoke Regional Airport Commission
Attn: Procurement and Contracts Manager
5202 Aviation Drive NW
Roanoke, VA 24012

This political subdivision of the Commonwealth of Virginia does not discriminate against faith-based organizations or against any bidder or respondent because of race, religion, color, sex national origin age disability, or upon any other basis prohibited by state or federal law relating to discrimination.

Table of Contents

REQUEST FOR PROPOSALS

1. PURPOSE.....4

2. AIRPORT GENERAL INFORMATION.....6

3. REQUIREMENTS OF SUCCESSFUL OFFEROR.....16

4. KEY ASSUMPTIONS TO BE FOLLOWED BY OFFEROR.....21

5. OFFEROR’S INSURANCE REQUIREMENTS.....22

6. OFFEROR’S EXPERIENCE AND JUDGEMENT.....24

7. CONTACT WITH AIRPORT COMMISSION PROHIBITED.....24

8. PROPOSAL SUBMISSION REQUIREMENTS.....24

9. EVALUATION CRITERIA.....31

10. PROPOSAL SCORING.....35

APPENDIX A.....37

APPENDIX B.....39

APPENDIX C.....41

REQUEST FOR PROPOSALS
DEVELOPMENT, MANAGEMENT AND OPERATION OF
FULL SERVICE FIXED BASE OPERATOR

The Roanoke Regional Airport Commission (“RRAC”) is seeking proposals from all experienced, qualified and interested parties (“Offerors”) to provide Development, Management and Operation of Full-Service Fixed Base Operator (“FBO”) at the Roanoke-Blacksburg Regional Airport (“ROA” or the “Airport”) pursuant to the terms and conditions in this Request for Proposals (“RFP”). RRAC is offering a unique opportunity for the successful Offeror to help reimagine and shape the future of corporate / general aviation at ROA, in the heart of southwest Virginia’s beautiful Blue Ridge.

The Roanoke Metropolitan Statistical Area is home to nearly 300,000 people, with a median family income of over \$47,000, and there are approximately 1.5 million people within two hours of ROA. There are 25 college and universities in the region serving a student population of approximately 175,000 drawn from across the globe.

The Roanoke Valley's 10 Largest Employers are:

Carilion Clinic	Wells Fargo Bank
Veterans Affairs	Kroger
Roanoke City Schools	HCA Virginia Health Systems
Walmart	City of Roanoke
Roanoke County Schools	MW Windows and Doors

The area has recently been named one of LinkedIn's “Top 20 Remote-Work Havens,” one of the “10 Unique Zoom Towns You’ll Want to Move to in 2022” by Rent.com, “the most affordable city on the east coast with the highest quality of living” by GoBankingRates, and many other accolades. Opportunities abound for increased general and corporate aviation (“GA”).

The successful Offeror will be capable of providing world-class FBO services, as well as significant capital investment, to develop, manage and operate an industry leading GA terminal, aircraft storage hangars, fuel farm and other innovative aviation facilities at ROA.

1. PURPOSE

The purpose of this RFP is to assist in the selection of an experienced FBO service provider with sufficient financial capability to make significant investments. It is the intent of RRAC to promote fair and open competition for commercial aeronautical services at ROA, while also introducing innovation and industry leading facilities, as well as customer service, that will position the Airport well into the future.

The successful Offeror will be required to provide facility development, including all necessary funding, materials, supplies and labor, to ensure that all facilities are designed and finished in a manner that complies with applicable building codes and RRAC standards. In addition, the selected Offeror shall operate and manage the FBO and ROA Fuel Farm in compliance with the contract, RRAC Rules and Regulations, and all applicable local, state and federal laws and regulations.

RRAC seeks proposals offering the greatest potential for increased Airport revenues through growth in both transient operations and based aircraft. The successful Offeror will provide, directly and through partners, innovative, diverse aeronautical service offerings, with fees and pricing structures that promote increased flight activity and volume of fuel sales. Providing highly competitive handling charges with superior services is critical to helping ROA recruit/retain corporate aviation and commercial (passenger and cargo) air service.

The successful Offeror will serve as RRAC's agent to collect Airport fees from general aviation and other aviation users, that do not have a separate agreement with the RRAC; to include landing fees, aircraft parking fees, fuel flowage fees, and other fees established by RRAC. The Offeror will utilize its own personnel and systems to perform these collections, retain ten percent (10%) and remit amounts due to the RRAC.

The Offeror will also manage, with its own personnel and systems, all requests for transient activity, aircraft tie-down and hangar parking. The Offeror will coordinate all hangar requests and waitlists for based aircraft with the RRAC Executive Director, or designee. The Offeror will sublease hangar space in new hangars constructed by the Offeror, as well as existing "shared" hangars owned by RRAC and leased to the Offeror. Ground leases and private hangar leasing rights are reserved to the Commission, as are any other leasing or contracting not specifically approved in this RFP, unless otherwise approved in writing, in

advance by RRAC. All sublease terms and rental rates will be submitted in advance for review and approval by the RRAC, to ensure consistency, fairness and best interest of the Airport.

The successful Offeror will lease/own, operate, maintain and manage the ROA fuel farm/system, and be required to provide into-plane fueling services for all desiring Airport users. The Offeror will be required to expand current fuel storage capacity, to ensure adequate supply is continuously on hand to sustain growth in operations and supply chain disruptions, and to provide options for self-service fueling.

Offeror will be expected to provide Sustainable Aviation Fuel (SAF) and to accommodate electric vertical take-off and landing (eVTOL), and other types of aircraft as appropriate to meet future customer demand and keep the Airport competitive as the industry evolves.

The Offeror will not be an exclusive provider of aeronautical services at ROA. RRAC reserves the right to solicit and award additional full-service FBO contracts, under no more favorable terms, in the future. Current or desiring Specialty Fixed Base Operators (SFBOs), aka Specialized Aviation Service Operations (SASO's), that meet ROA's Minimum Standards and regulatory requirements, and are authorized by RRAC to provide single or limited-multiple aeronautical services at ROA, will continue to be accommodated to the extent adequate space is available.

RRAC is required to ensure compliance with assurances in its agreements with the Federal Aviation Administration (FAA), for Airport development, airport planning, and noise compatibility program grants. RRAC cannot, directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct aeronautical activities, or any activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. RRAC reserves the right to add or remove leased premises during the term of the resulting agreement, and/or to award additional full-service FBO contracts in the future should reasonably suitable space be identified, and it is determined to be in the best interest of the Airport.

Minimum Standards are updated from time to time and new, updated Minimum Standards are currently being developed by RRAC. RRAC reserves the right to require all FBOs and SASOs to comply with the Minimum Standards as amended or updated in the future.

In accordance with the definition in the current RRAC Minimum Standards, a “Fixed Base Operator” shall mean any person (to include a firm, partnership, associations of persons, corporation, organization or any other group acting as a unit, as well as an individual), who with or without compensation engages in the provision of general aviation services, other than upon its own aircraft, at the airport.

Full-Service FBOs shall provide for the sale of aviation fuel and petroleum products, servicing and handling for transient aircraft, aircraft parking, tie down, storage, deicing, aircraft engine and accessory maintenance and repair.

SFBOs/SASOs desiring to provide one or limited-multiple FBO services at ROA may request authorization from RRAC to do so, provided adequate space is available and they meet all applicable Minimum Standards, regulatory and license/certification requirements. SFBOs/SASOs shall not engage in the sale of aviation fuel/petroleum products or provide services to transient aircraft.

Offerors are encouraged to propose additional (over and above the Minimum Standards) aeronautical services and facilities, either with its own personnel or direct contracts, as determined by their own market assessment and requirements.

Offerors are encouraged to support local and small businesses, and expand the aviation services offered at ROA by partnering with and supporting SASOs.

2. AIRPORT GENERAL INFORMATION

ROA began as a grass airstrip for local amateur aviators in 1928. One year later it was leased by the City of Roanoke for use as municipal airport. As WWII began the entire facility received a massive infrastructure upgrade with WPA funds, and it served as a major military aviation training facility. While commercial passenger service began in 1933, with a dedicated commercial passenger terminal constructed 20 years later; in 1986 the RRAC was formed, transforming the airport into an independent state agency, the old terminal was replaced with the present modern terminal in 1989. Beginning in 2014 the airport became known as Roanoke-Blacksburg Regional Airport to reflect the growing economic connection between, and interdependence of, the citizens and businesses of the Roanoke and the New River Valleys, as well as, increased traffic originating from Virginia Tech’s hometown. Throughout its existence ROA has had an extensive and popular General Aviation complement.

Today ROA is a small commercial service airport located on approximately 915 acres of land adjacent to interstate I-581 in southwest Virginia, approximately 3 miles northwest of downtown Roanoke, Virginia and 3 miles southeast of interstate I-81. The airport has two asphalt grooved runways; Runway 6-24 at 6800 x 150 feet/2073 x 46 meters is equipped with an LDA/DME instrument approach system, Runway 16-34 is 5810 x 150 feet/1771 x 46 meters and is equipped with CAT IB ILS approach system. The ROA Air Traffic Control Tower is operational 24 hours per day, 7 days a week.

Spring 2023 flight schedules for ROA reflected 132 scheduled commercial departing flights, with approximately 8,600 seats, weekly. Scheduled flights are provided by Allegiant Air, American Airlines, Delta Airlines and United Airlines, and their affiliate regional partner airlines. Current non-stop destinations include Atlanta (ATL), Charlotte (CLT), Chicago O-Hare (ORD), New York-LaGuardia (LGA), Orlando/Sanford (SFB), Philadelphia (PHL), Tampa/St. Petersburg (PIE), and Washington Dulles (IAD). ROA continues to pursue additional routes and airlines to meet the demands of the flying public.

The Airport is also an important cargo facility for southwest Virginia, including daily air service with integrated package operators FedEx and UPS.

The types of general aviation activity at ROA are diverse, ranging from helicopters to single-engine piston aircraft to larger corporate jets, with a significant number of charter and military operations. The designated GA area is located on approximately 30 acres, southeast of the Runway 6-24 and 16-34 intersection. The area is currently comprised of apron space, multiple hangars, aircraft servicing areas, and an FBO terminal building.

The 2022 FAA Terminal Area Forecast reported 101 ROA based general aviation aircraft in 2021 and the GA aircraft storage areas include 13 conventional or box hangars, and 3 T-hangar buildings with a total of 40 units. Currently RRAC directly leases eight of the conventional hangars; one is privately constructed and the structure will revert to Commission ownership upon expiration of the ground lease in 2040, and the current FBO subleases the other five conventional hangars. Two of the T-hangar buildings are subleased by the FBO (26 units), and the RRAC has a ground lease with a private corporation for the third T-hangar building (14 units), that building will revert to the Commission in 2029. RRAC also currently leases the long-term tie-down space on the GA apron.

Even with the addition of three new 80' x 80' box hangars in the last two years, all existing hangar facilities are full and, as of September 1, 2023, there continued to be a waiting list of approximately 34 aircraft. Of these, about 30 are small private aircraft which could be accommodated in T-hangars and 4 are larger aircraft that will require larger shared or private hangars.

A. Historical Data

Like all airports, ROA suffered activity losses during the unprecedented COVID pandemic, and most activity has returned to pre-pandemic levels. The following historical activity allows prospective Offerors to gauge activity levels and revenue potential. Prior to March 2020, ROA was demonstrating significant growth in the commercial airline enplanements and cargo tonnage remained strong. The growth of ROA based GA aircraft continued during the pandemic.

The following tables illustrate ROA’s historical activity.

ROA Historical Based Aircraft (2017-2021)	
Year	Based Aircraft
2017	88
2018	90
2019	93
2020	102
2021	101

Source: FAA-TAF,2021; RS&H/RRAC 2017-2020

ROA Historical Total Operations (2017-2022)				
Year	Commercial Operations	GA Operations	Military Operations	Total Operations
2017	18,863	31,072	1,460	51,395
2018	18,434	33,354	1,267	53,055
2019	18,352	32,704	1,242	52,298
2020	12,244	23,897	1,064	37,205
2021	14,196	26,953	1,553	42,702
2022	15,279	33,100	1,276	49,655

Source: OPSNET

ROA Historical Enplanements (2017-2022)	
Year	Total Enplanements
2017	309,044
2018	329,233
2019	359,999
2020	145,776
2021	242,814
2022	299,858

Source: FAA Passenger Boarding and All Cargo Data

ROA Historical Air Cargo Tonnage (2017-2021)			
Year	Enplaned Cargo (Tons)	Deplaned Cargo (Tons)	Total Cargo (Tons)
2017	6,459	7,083	13,542
2018	6,365	7,331	13,696
2019	5,961	7,267	13,589
2020	5,349	6,863	12,211
2021	5,760	7,227	12,988

Source: Bureau of Transportation Statistics, T-100 data, 2020; RRAC 2021

B. Fuel Farm and Fuel Sales

The FBO currently owns and operates the Airport fuel farm and provides into-plane fuel service to the commercial passenger and cargo airlines, as well as, to based and itinerant general aviation traffic. The following tables illustrate recent historical fuel sale volumes at ROA.

Historical General Aviation Fuel Sales (gallons)			
Calendar Year	AV Gas	Jet A	Total
2017	75,846	539,438	615,284
2018	58,607	576,609	635,216
2019	77,166	560,789	637,955
2020	66,403	352,090	418,493
2021	71,326	555,883	627,209
Historical Passenger and Cargo Airline Fuel Sales (gallons)			
Calendar Year	Passenger	Cargo	Total Airline
2017	2,520,870	545,608	3,066,478
2018	3,708,441	368,085	3,587,760

2019	3,422,271	654,255	4,076,526
2020	2,017,100	564,487	2,581,587
2021	2,355,344	596,982	2,952,326

Four fuel storage tanks comprise the fuel farm at ROA. The following table illustrates the fuel types, capacities and whether each tank is located above or below ground.

ROA Fuel Tanks		
Fuel Type	Capacity (Gallons)	Tank Location
Jet-A	20,000	Aboveground
Jet-A	20,000	Aboveground
Jet-A	12,000	Underground
Avgas (100LL)	12,000	Underground

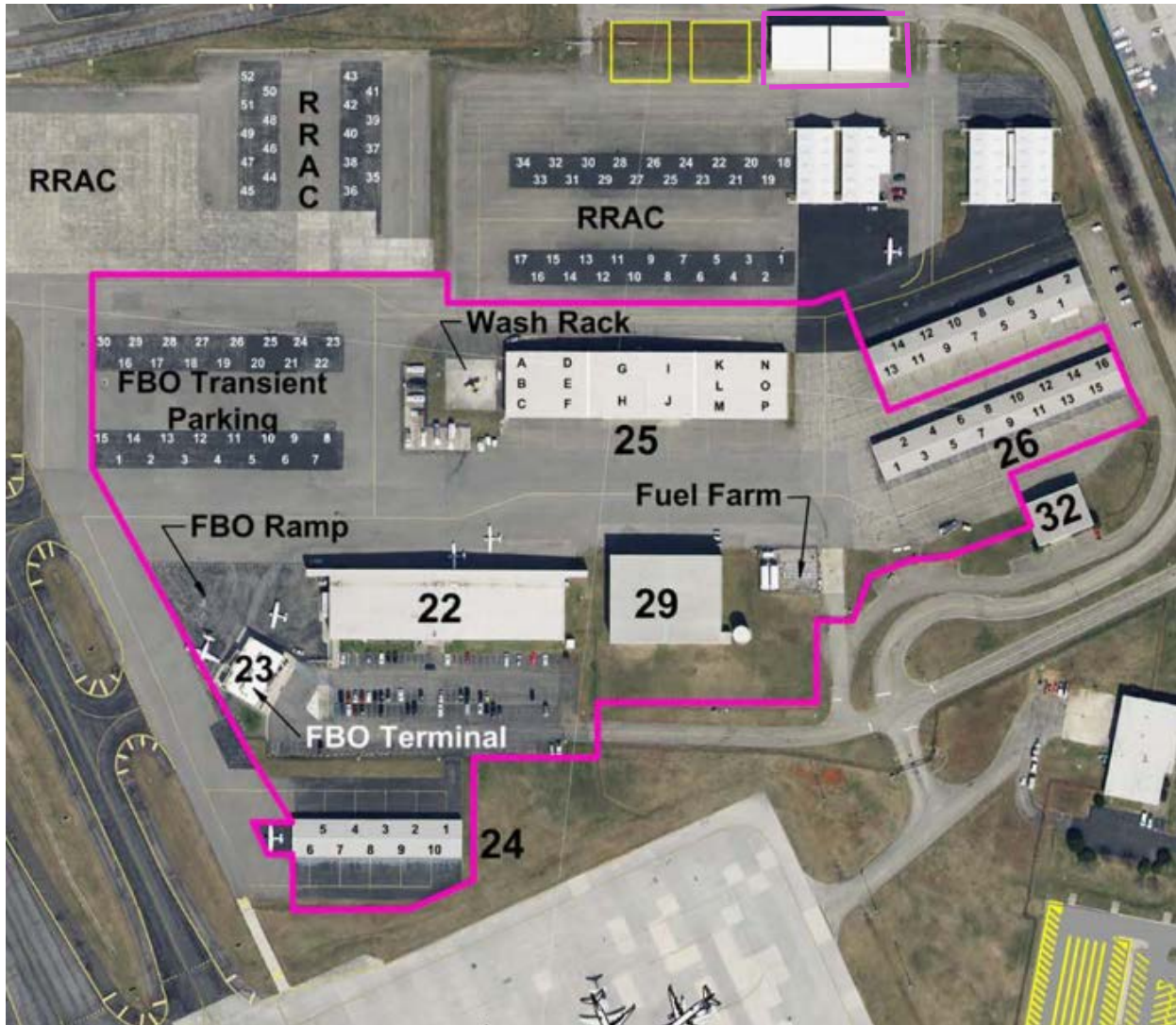
C. FBO, Lease Area and Facilities

Signature Flight Support (SFS) is the incumbent full-service FBO at ROA. The SFS lease and operating agreement expired November, 2021 and is currently extended on a month-to-month basis, pending the outcome of this solicitation.

As denoted by a pink line on Exhibit 1, the current FBO lease area includes an FBO Terminal and Apron, fuel farm, tie-down and hangar facilities. (see Table 1 below). The smaller pink box at the upper right denotes hangars leased to the FBO, which subleases them. The two yellow boxes are newly constructed hangars.

The Remainder of this page intentionally left blank.

Exhibit 1



The Remainder of this page intentionally left blank.

Table 1

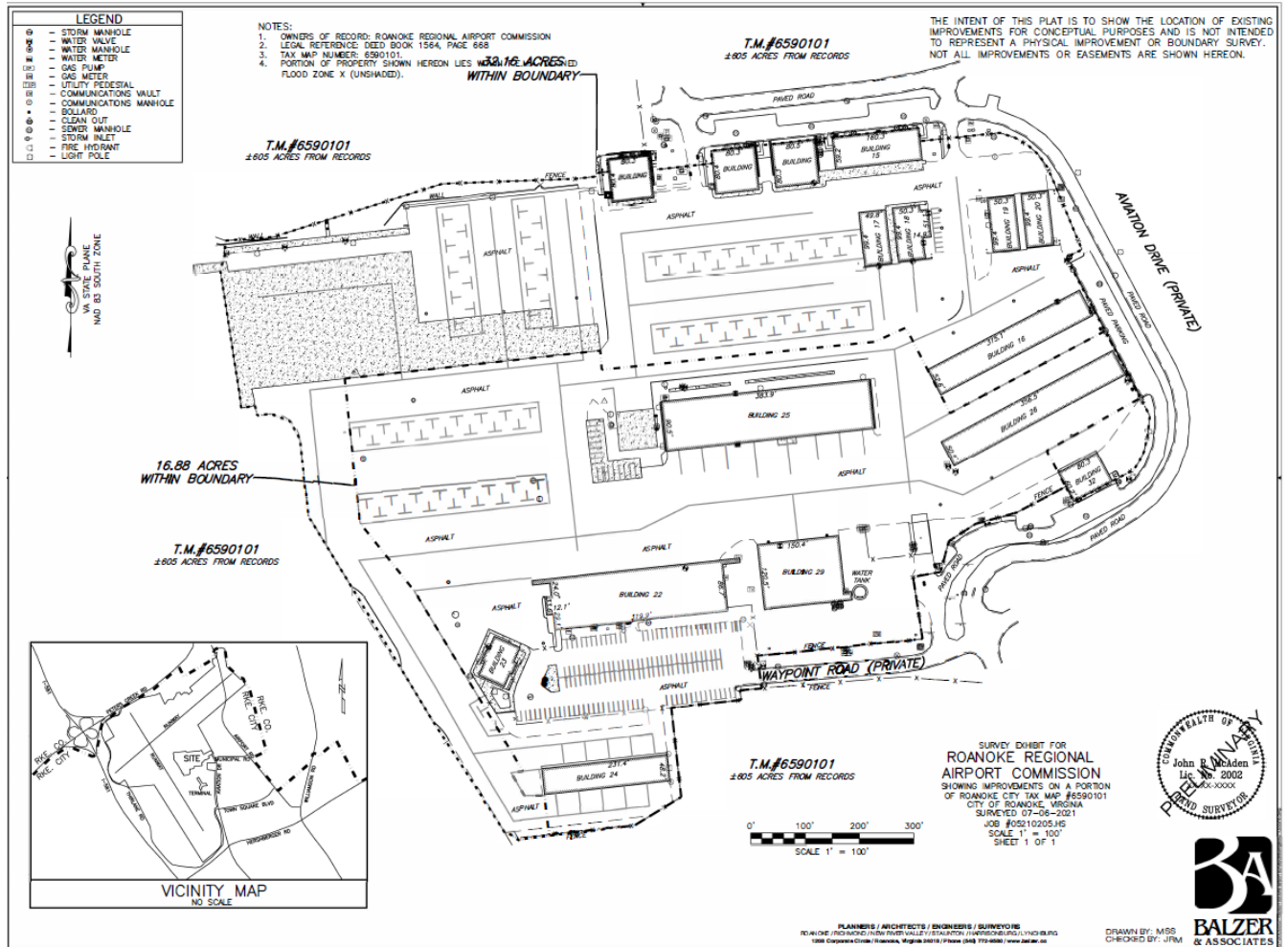
FBO Hangar Leases		
Hangar #	Square Feet	Notes
14	4,800	Conventional Hangar, multiple tenants
15	4,800	Conventional Hangar, multiple tenants
22	30,664	SASO Tenants - Flight School, Maintenance
24	11,926	10-Unit T-Hangar (fully leased)
25	34,341	Partly enclosed/partly open-front Hangar, multiple tenants
26	18,827	16-Unit T-Hangar (fully leased)
29	18,200	Conventional Hangar, multiple tenants
Current RRAC Hangar Direct Leases		
Hangar #	Square Feet	Notes
4	49,296	Commercial airline maintenance hangar. Currently leased on month-to-month basis. To be relocated to due to realignment of Taxiway Bravo in future airfield project.
10	6,400	Conventional Hangar (completed in 2022) – Leased to 01/02/2027 w/5year Option
11	6,400	Privately owned, Conventional Hangar (completed in 2020), RRAC ground lease to 8/20/2040
12	6,400	Conventional Hangar (completed in 2021) – Currently leased by RRAC until 10/01/2041
16	16,600	Privately owned, T-Hangars – RRAC ground lease to 6/8/2029
17	5,300	Conventional Hangar
18	6,600	SASO
19	5,300	Conventional Hangar
20	5,300	SASO
32	5,000	Conventional Hangar

Note: Square footages shown were calculated on the building roof footprint

The proposed lease area offered in this RFP may be expanded to include hangars and tie down areas currently leased/managed directly by RRAC, to facilitate the most efficient (highest and best) use of the limited facilities to accommodate desiring subtenants. Total GA area is approximately 30 acres as depicted on Exhibit 2.

Note - the existing FBO Terminal and small T-Hangar building (#23 and #24 on Exhibit 1), are located in an area reserved for expansion of the current Commercial Airline Terminal apron and/or a Vertiport, and Offerors should not assume that these facilities will remain available for FBO use beyond a few years of the awarded Agreement and Lease.

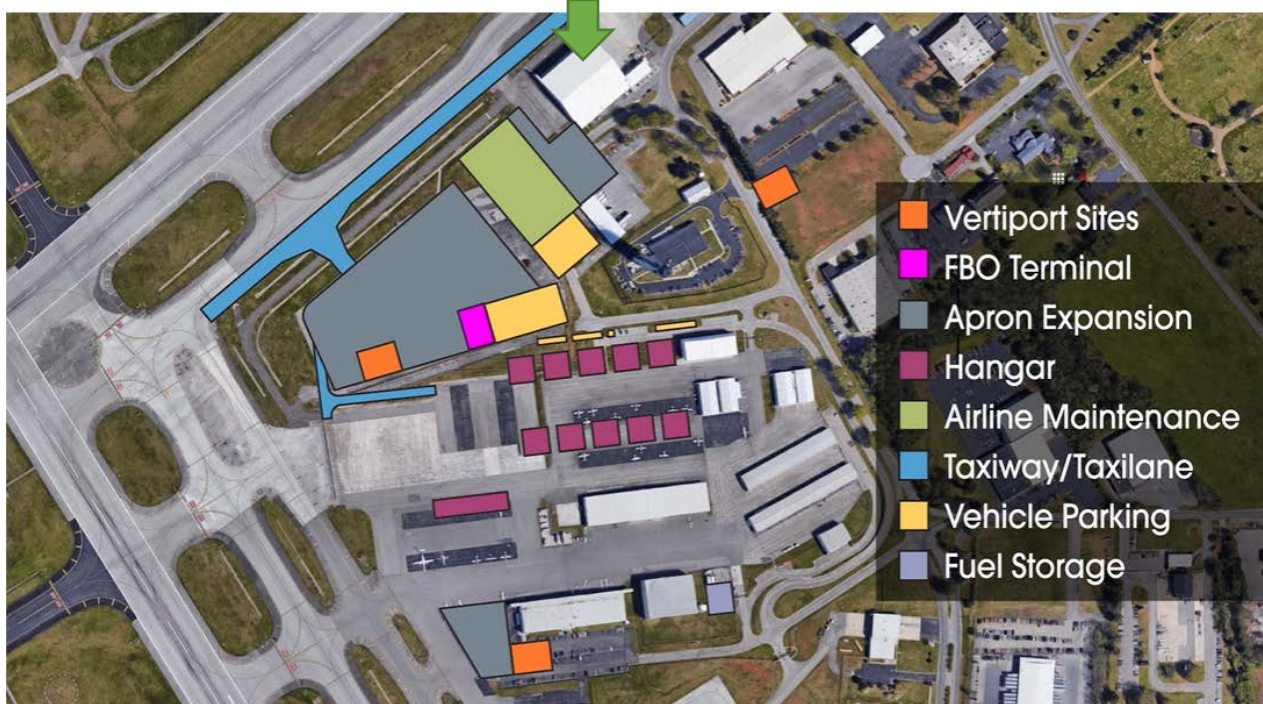
Exhibit 2



The area immediately north of the current GA area (site of the old Commercial Airline Terminal and parking lot), has been tentatively identified for General Aviation expansion. The Airport Master Plan Update Project, currently in progress, has identified this area as the preferred alternative for potential new FBO Terminal and apron space, and other GA expansion, as conceptually depicted in Exhibit 3 below (this area specifically is in the upper left corner). RRAC desires proposals that reflect innovative creativity and most efficient use of available space based on each Offeror's research and expertise.

Exhibit 3

(Building #4)



RRAC will consider proposals that include alternative development of the area, including the site of the existing (Building #4) and conceptual new location of the commercial airline maintenance hangar. RRAC desires to eventually replace the current airline maintenance hangar, due to its age, and to enable straightening and realignment of Taxiway B to meet current FAA runway/taxiway separation safety standards. The Airport wishes to continue to accommodate the existing commercial aircraft maintenance activities and intends to have a replacement hangar constructed prior to demolition of the existing structure.

D. Current FBO Subleases and Airline Handling Contracts

The successful Offeror shall extend to all existing tenants/subtenants, of the current FBO and RRAC, right of first refusal in executing a new sublease for the facilities; existing unexpired lease terms are to be grandfathered and honored, however, it is expected that as terms expire rental rates on all hangars/facilities will be brought to then-current, fair-market value, and standardized lease language incorporated into all new leases. Below is a summary of existing tenants and operators that currently comprise the existing FBO operation.

Star Flight Training

Star Flight Training (<http://www.starflighttraining.com>) currently has a fleet of Diamond aircraft which includes the DA-20, DA-40, DA-42, and a Piper PA-28RT-201. Star Flight Training currently leases hangar and office space within Hangar #22 on a month-to-month agreement with the existing FBO operator.

Kane Aviation LLC

Kane Aviation LLC (www.kaneaviation.com) currently provides a number of aircraft services including: aircraft detailing, off-site repair, aircraft management, major repairs and alterations, aircraft weighing, specialty work, and inspections. Kane currently leases hangar and office space within Hangar #22 on a month-to-month agreement with the existing FBO operator.

FBO Hangars

All of the FBO's existing hangar facilities (Hangars 14, 15, 24, 25, 26 and 29) are currently subleased full. The FBO currently has approximately 45-50 current based aircraft leases, with terms ranging from 1 to 3 years.

Allegiant Airlines Flight Support

Signature currently provides above and below-wing ground handling for Allegiant Airlines, including ticketing, ramp and gate staff as required to facilitate commercial flight activities from Gate 6. One full-time and eight part-time FBO employees currently fulfill this role for Allegiant Airlines.

United Parcel Service (UPS)

Signature also provides staffing services to UPS for the loading and unloading of aircraft cargo. The operation requires 20 employees for morning shift and 19 for evening shift.

3. REQUIREMENTS OF THE SUCCESSFUL OFFEROR

RRAC intends to award to the successful Offeror an Operating Agreement and Lease with an initial term of twenty (20) years, plus two (2) additional 5-year Option Periods, depending on the investment and development plan of the successful Offeror, all at the sole discretion of the RRAC.

RRAC reserves the right to solicit and award additional full-service FBO contracts and issue SFBO/SASO permits in the future should sufficient available space be identified, and to directly lease space and/or facilities anywhere at the Airport. As noted previously the successful Offeror shall utilize best efforts to accommodate any current or desiring SFBOs/SASOs that are authorized by RRAC to provide single or limited-multiple aeronautical services, as well as, recruiting addition aeronautical service providers to attract additional activity.

Unimproved land, Airport roadways, ramps and aprons (other than designated tie-down and parking areas), taxiways and runways is not included in the leased area, and the successful Offeror's use shall be in common with others pursuant to the rules and regulations of the Federal Aviation Administration or successor.

Unimproved land needed to accommodate development plans proposed by the successful Offeror in response to this RFP, and accepted by the RRAC, will be included in the leased area at the minimum or proposed ground rent rate set forth in Evaluation Criterion 4 of this RFP for an initial term of 24 months from the effective date. "Unimproved land" includes the former commercial terminal site referred to in Exhibit 3 herein. In the event that development is not underway at the end of the 24 months, RRAC reserves the right to remove the unimproved land from the leased premises and repurpose or lease the area to another entity or entities. Unimproved land may also be added to the leasehold during the term, by submitting proposed development plans and obtaining written approval of the RRAC Executive Director.

RRAC anticipates granting to the successful Offeror the right and privilege, in accordance with applicable federal, state and local rules, regulations and laws, for the following, all of which shall be reflected in the Agreement and Lease to be negotiated with the successful Offeror:

1. Conduct and perform the FBO services noted herein (as well as other services proposed by the Offeror and accepted by RRAC) for the term of the Agreement and Lease

2. Lease and pay annual ground rent for all space required to construct, operate and manage all future FBO facilities, as proposed and agreed upon.
3. At the discretion of RRAC, provide lease management for existing facilities owned and currently leased directly by RRAC for aircraft storage, SASOs, etc., on behalf of the RRAC, under terms to be agreed upon. FBO may retain up to 10% of monthly payments of any RRAC leases managed.
4. Collect on behalf of the RRAC, landing fees and other fees established by RRAC, from GA and other itinerant aircraft operators that do not have an agreement to pay RRAC directly. FBO may retain 10% and remit 90% to RRAC monthly.
5. Make all minimum and proposed capital investments set forth in Evaluation Criterion 3 of this RFP.
6. Make all minimum and proposed payments as set forth in Evaluation Criterion 4 of this RFP.
7. Maintain, operate, and repair, at the Offeror's expense all leased property, structures and equipment, including any air conditioning, heating, plumbing, electrical, and other systems and apparatus therein in good order and repair at all times, reasonable wear and tear excepted.
8. Pay all utilities for leased facilities/premises.
9. Store, deliver, and sell petroleum products to aircraft using said airport facilities. Maintain an adequate supply of petroleum products for sale at all times.
10. Manage the General Aviation aircraft parking aprons to administer the parking, tie-down, and maneuvering of aircraft and parking of aircraft fueling vehicles.

11. Develop a comprehensive maintenance system and maintain all structures and equipment subject to its Agreement and Lease.
12. Provide staffing and space as needed to conduct special events, which may include fly-ins, air shows, static displays, charitable events, or other community events as agreed upon and approved by RRAC.
13. Assume responsibility for enforcing RRAC and/or TSA regulations, as currently existing or as amended in the future, throughout the General Aviation area and any other leased premises.
14. Conduct at its own expense an environmental assessment of the leased premises both at the initiation of the lease terms and six months prior to the final termination of the lease term, and, in the event environmental issues are discovered which require remediation, at its own expense develop, fund and execute a remediation plan for the remediation of all such conditions, said plan to be subject to the prior review and approval of RRAC.
15. Provide commercial aeronautical services to the public upon the effective date of the Agreement and Lease to be awarded as a result of this RFP. Operate the said premises for the use and benefit of the public and to make available all leased airport facilities to the public without discriminatory or otherwise unreasonable charges or fees for such "FBO services"; provided, however, that the rates or charges for such airport services shall be subject to RRAC's approval of such rates and charges as to reasonableness.

FBO services include, but are not limited to:

- a. Sales of aircraft and aircraft parts
- b. Aircraft Lubricants and Fuel Sales
- c. Aircraft and Equipment Maintenance
- d. Crew and Passenger Supplies
- e. Marshalling and Parking
- f. Tie-downs
- g. Hangaring and Towing of Aircraft
- h. Arranging Catering
- i. Arranging Ground Transportation, Including Rental Cars

- j. Loading and Unloading Cargo
 - k. Ground Power, Airstart and Conditioned Air
 - l. Flight Charter Services
 - m. Concierge Services
 - n. Lavatory Services
 - o. Provision of Potable Water
 - p. De-icing Services
16. Agree to employ RRAC-approved vendors or subcontractors for the provision or execution of any contracted obligation.
 17. Maintain complete and accurate records of the FBO operation, including records of the sales of aircraft fuels, leasing of facilities, number of charter flights in and out of airport, and any and all other activities occurring at the FBO, which shall be reflected in a written monthly, certified by the appropriate executive of the FBO, to be provided to RRAC in the form set forth in Appendix A, or in a similar form acceptable to RRAC.
 18. Provide a certified financial statement to RRAC within 120 days of the end of each Contract Year, illustrating the FBO's cash flow, income, expenses, and balance sheets, as audited and certified in accordance with accepted United States general accounting principles.
 19. Grant RRAC the absolute and unrestricted right, upon reasonable notice, to inspect and audit Offeror's records and accounts as they relate to provision of FBO and other services under the terms of the Agreement and Lease.
 20. Attend airport meetings as requested by RRAC's Executive Director.
 21. Be an active participant in the Airport Community and be an active corporate citizen in the Roanoke Valley region.
 22. Implement ongoing training and safety programs for all of FBO's personnel, and obey all OSHA Regulations, with documentation of such provided to RRAC.

23. Prior to the commencement of its services, provide the Annual Performance Guarantee set forth in Evaluation Criterion 4.
24. Consent to liquidated damages in the amount of \$50 per each hour FBO operations are shut down other than at the direction of RRAC or FAA, and \$500 per hour for disabled aircraft not removed from the airfield, within two hours' notice from RRAC directing such removal.
25. Acknowledge the potential for economic inconveniences arising from (a) transition from the current FBO to the newly awarded FBO and (2) construction, maintenance, repair or relocation activities at the Airport, and waive all claims for damages arising therefrom.
26. Agree, in the event of the FBO's filing for bankruptcy, to continue to perform all of its contractual obligations to the fullest extent allowed by law, or alternatively to cooperate with RRAC to transition to a new contracting entity which is able to perform.

The Remainder of this page intentionally left blank.

4. KEY ASSUMPTIONS TO BE FOLLOWED BY OFFEROR

Offerors should prepare their proposals and development plans under the assumption that all investments will solely be the responsibility of the Offeror under triple-net lease terms. In the event RRAC does provide investments in facilities or land, it reserves the right to negotiate separate lease terms so as to ensure RRAC compliance with federal and/or state grant assurances.

FBO Terminal operations and services to include the provision/sale of avgas, jet fuel, SAF, and other aviation fuels/products are to be staffed and available 24 hours per day, seven days per week.

Offerors shall not be required to provide air taxi and private charter service, fractional ownership provider availability, flight training or rental of aircraft, but shall use its best efforts to ensure all of these GA services, and more, are available at the Airport and do everything possible to assist desiring customers.

Offerors are encouraged to demonstrate innovation and strategic planning in their proposals. Consider incorporating development that would improve or expand current aviation services available at ROA, i.e., facilities for processing sports and other large aircraft charters, to include security screening, potentially future Customs and Border Protection (CBP) processing. Ground Equipment Maintenance facilities to serve other ROA tenants as well as Offerors needs.

Fuel facilities will need to consider providing space to accommodate self-fueling storage (if desired and all regulatory requirements are met), self-pumping options must be provided. Assume that leaded AVGAS will be phased out in the future and that unleaded fuel, Sustainable Aviation Fuel (SAF) must be accommodated.

Offerors must incorporate facilities and infrastructure to support activity and charging for electric aircraft and ground vehicles. Sustainability elements should be incorporated into all components of their development plans.

All proposed and accepted capital investments and development shall be completed before the end of Contract Year 10.

The Leased Premises shall be used only to operate and conduct the FBO business and other services specified in the Agreement or by written consent of RRAC

and for no other purpose. All other uses are reserved to RRAC, including but not limited to the granting and operation of all food and beverage and consumer retail concessions.

5. OFFEROR'S INSURANCE REQUIREMENTS

1. Prior to commencement of its services, FBO shall provide, and shall maintain throughout the term of the Contract, at FBO's sole expense:
 - a. Fixed Base Airport Liability Insurance Policy of reasonable and sufficient general or commercial liability insurance protecting the Commission against any and all liability by reason of FBO's conduct to the use of the premises, or resulting from any accident occurring on or about ROA's roads, driveways, or other public places, including runways and taxiways, used by FBO at ROA, caused by or arising out of any wrongful act or omission of FBO, as follows:
 - Comprehensive Aviation General Liability Insurance in an amount no less than \$100,000,000.
 - Automobile Liability \$5,000,000 on a per occurrence basis for each vehicle owned or operated by the FBO.
 - Fire and Casualty Insurance in an amount to cover the full replacement value of the buildings and structures within the FBO lease area and with a deductible of no more than \$50,000.
 - Products/Completed Operations Aggregate Limit \$1,000,000
 - Hangar Keeper's Liability Limit \$1,000,000
 - Environmental Liability \$1,000,000 per incident.

Environmental insurance shall provide coverage against loss for bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; clean-up costs; and defense, including costs and expensed incurred in the investigation, defense, or settlement of claims, all in connection with any loss arising from any discharge of Hazardous Materials by FBO, its officers, directors, employees, agents, Offerors,

or invitees, including claims made by third parties or claims arising out of regulatory enforcement action.

- b. Worker's Compensation Insurance (WCI) with statutory limits for all workers and employees who will be engaged in any work. This policy shall contain no exclusions, and shall, otherwise include FBO's owners and operators as employees; the Roanoke Regional Airport Commission, its officers, employees, officials, and agents as additional insureds, providing coverage against any and all claims and demands made by any person or persons whatsoever for property damages or bodily injury (including death) incurred in connection with the services.

The insurance coverage required shall:

- Be issued by a company license to do business in Virginia and acceptable to the Commission
- Name the Commission as additional insured with respect to all required coverages where permitted
- Include a waiver of subrogation in favor of the Commission and its officers, officials, directors, and employees
- Provide that all liability insurance is primary and without right of contribution as to any other insurance maintained by Commission

Each insurance policy shall require a thirty (30) day notice of cancellation or material change to be given to Commission while the Lease and Operating Agreement are in effect. Cancellation of any insurance policy constitute a breach of contract and termination thereof.

The Remainder of this page intentionally left blank.

6. OFFEROR'S EXPERIENCE AND JUDGMENT

It is the responsibility of each Offeror to carefully examine this RFP and to judge for itself all of the circumstances and conditions which may affect its proposal and subsequent operation and management pursuant to the Agreement. Any data furnished by the RRAC is for informational purposes only and is not warranted. Offeror's use of any such information shall be at Offeror's own risk. Failure on the part of any Offeror to examine, inspect, and to be completely knowledgeable of the terms and conditions of the concession requirements, operational conditions, market conditions, or any other relevant documents or information shall not relieve the selected Offeror from complying fully with this RFP or subsequent Agreement.

7. CONTACT WITH AIRPORT COMMISSION PROHIBITED

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

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

8. PROPOSAL SUBMISSION REQUIREMENTS

Proposals that do not include all requested information as required in this RFP or that do not conform to these instructions may be deemed nonconforming by the RRAC and rejected without evaluation.

RRAC reserves the exclusive and absolute right to waive any informality in proposals received and to reject any or all proposals, in whole or in part, for the benefit of the Commission.

RRAC will not be responsible for any expenses incurred by an Offeror in the development of a response to this RFP or any other activities associated with

this procurement, including, but not limited to, any on-site interviews and/or presentations, and/or supplemental information provided, submitted, or given to the Commission and/or its representatives.

Proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness and clarity of content.

Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal.

The contents of the proposal submitted by the successful Offeror and this RFP will become part of the Lease and Operating Agreement anticipated to be entered into as the result of this solicitation. The successful Offeror will be required to execute a Lease and Operating Agreement with RRAC.

Any Offeror who submits a proposal and refuses to or is unable to honor the conditions within such proposal will be disqualified from consideration, and at RRAC's sole discretion may be disqualified from consideration in any future RFPs. Furthermore, any proposal that indicates a conditional offer statement such as "subject to review or approval" etc. may be disqualified from consideration.

The successful Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of any rights, title, or interest contained within any Lease or Operating Agreement awarded as a result of this solicitation and Offeror is also prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of its power to execute any Operating Agreement or Lease awarded as a result of this solicitation to any other person, company, or corporation without prior written consent of RRAC.

A. Proposal Acceptance Period

Proposals submitted shall be made binding upon the Offeror for one-hundred eighty days (180) days following the receipt of proposals. At the end of the hundred eighty days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

B. Debarment Status

By submitting their proposal, Offerors certify that they are not currently debarred from submitting proposals or proposals on contracts by the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals.

C. Qualifications of Offeror

RRAC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work specified and the Offeror shall furnish to the RRAC all such information and data for this purpose as may be requested. RRAC reserves the right to reject any proposal if the evidence submitted by or through such investigations of Offeror, reveals to the RRAC that such Offeror is not properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

D. Withdraw or Modification Prior to Due Dates

Proposals may be withdrawn or modified by written notice received from Offerors prior to time fixed for proposal receipt.

E. Proprietary Information or Trade Secrets

The Offeror may invoke proprietary information or trade secrets protection to or at submission of the data/material by:

- Identifying the data/material in a written description
- Clearly marking the data/material as proprietary, and,
- Providing a written statement detailing the reasons why protection is necessary. RRAC reserves the right to ask for additional clarification prior to establishing protection. Although it will exercise utmost care, the Commission assumes no responsibility for unintentional release of proprietary information.

F. Submission Requirements and Deadlines

RRAC will conduct a **pre-proposal conference on October 11th, 2023 at 10:00 a.m.** The meeting will be held in the Commission Conference Room, on the 2nd floor of the Airport Terminal Building. A **site tour of the FBO/GA area will be provided 1:30 PM that day.** Attendance at this conference is not mandatory, but it is strongly encouraged.

G. Deadline for Questions:

All questions must be submitted in writing **by October 20th, 2023, at 5:00 p.m.** to Troy Philpott, Procurement and Contracts Manager, via e-mail to [**troy.philpott@flyroa.com**](mailto:troy.philpott@flyroa.com). Any amendments or changes to the RFP will be issued by written addendum. Addenda, if any, will be published on the eVA website <https://eva.virginia.gov>. All questions must be submitted and responded to in writing, verbal questions and answers during the pre-proposal and tour will be non-binding.

H. Deadline for Submission of Proposals:

Proposals will be received until **November 13th at 3:00 p.m.** Submissions may be delivered in person to the Commission Offices located on the second floor of the Airport Terminal Building, or via Professional Courier or U.S. Mail to:

Roanoke Regional Airport Commission
Attn: Troy Philpott, Procurement and Contracts Manager
5202 Aviation Drive, NW
Roanoke, VA 24012

Proposals must be submitted in sealed envelopes/boxes and clearly marked as follows:

“Proposal No. 24-006 for Full-Service Fixed Base Operator (FBO) at Roanoke-Blacksburg Regional Airport”.

Proposal envelopes/boxes will be date/time stamped upon their arrival by RRAC staff. Note: Proposals will not be opened publicly.

RRAC reserves the right to cancel or modify the terms of this RFP at any time, in such case, RRAC will provide written notice of the cancellation or modification through the eVA procurement website.

Additionally, RRAC reserves the right to accept or reject any or all proposals.

Proposals submitted by facsimile, e-mail or other electronic means will not be accepted. Proposals received after the deadline are automatically disqualified and will be returned to the sender. RRAC is not responsible for delays in the delivery.

RRAC may in its sole discretion conduct interviews of Offerors after submission; Offerors are advised to make their schedules available for such interviews. RRAC anticipates making a final decision of award in the first half of January, 2024.

I. It is the sole responsibility of each Offeror to:

1. Ascertain that they have all required and necessary information, documents, and addenda prior to submitting a response.
2. Assemble its proposal in a professional, logical and easy to navigate manner.
3. Ensure that its proposal reaches RRAC at the correct location and prior to the designated deadline.

J. Submission Information:

Offeror must submit five (5) original hard copies of their proposal and one (1) electronic copy, in PDF format, on thumb drive.

Proposals must be typed or printed format, with all questions responded to and all requested information included. Failure to submit a complete proposal in the format specified in this RFP may be cause for rejection of the proposal as non-responsive.

At a minimum, each proposal must contain:

- Cover Sheet: List Proposal title (RFP-Fixed Base Operator (FBO) Services at Roanoke-Blacksburg Regional Airport), Offeror's name and the name, address, telephone number, and email address of the primary contact person for questions concerning the proposal.
- Authorization to Conduct Business: Offerors organized or currently authorized to transact business in the Commonwealth under the Code of Virginia must include the identification number issued to it by the State Corporation Commission (SCC). Offerors that do not, at the time of submission, have the required identification number, a statement should be included stating that Offeror can and will be authorized to transact business in the Commonwealth prior to entering into a contract with the Commission. Any Offerors not required to be authorized to transact business in the Commonwealth shall include in its proposal a statement describing why the Offeror is not required to be so authorized.
- References: Provide the name, address and telephone number of at least three (3) "airport" references.
- Experience: Provide evidence of a minimum of 5 years of experience within the last ten years operating an FBO(s) at a commercial service airport.
- Proposed Key Staff: Provide a narrative of the proposed General Manager and other key personnel, to include prior experience and reasons each is deemed to be the ideal candidate for ROA.
- Bid Security: Submit a bank cashier's check, certified check, or proposal/bid bond payable to the Roanoke Regional Airport Commission in the amount of \$25,000. Checks from unsuccessful Offerors will be returned following award of contract.

Each proposal shall include complete written responses in a level of detail sufficient to demonstrate acceptability against the

evaluation criteria. Proposals shall be structured to follow the Evaluation Criteria in the order listed in this RFP.

In the event an Offeror anticipates that a newly established entity, a subsidiary, or spin-off of an existing corporation will perform the services contemplated under this RFP, the Offeror shall disclose this information and shall submit sufficient information and data to demonstrate the financial capability of the proposed new entity; such demonstration by an Offeror may require it to submit collateral in an adequate amount to finance the operations required under this RFP.

RRAC reserves the right to request a guarantee from an Offeror entity that proposes to establish a new business entity.

If the Offeror is a joint venture, the Offeror shall supply the requested financial information, when applicable, for each venture partner or member.

K. Proposal Format

- a. Document Format: PDF.
- b. Font Style: Times New Roman.
- c. Font Size: 12-point.
- d. The Offeror's Proposal shall include a Table of Contents, with page numbers.
- e. Maximum Proposal Length: **Sixty (60) pages**, single sided, exclusive of Table of Contents, exhibits and attachments. Audited financial statements and resumes may be included as attachments.

9. EVALUATION CRITERIA

In addition to the required components of the RFP, RRAC will evaluate any information Offerors submit using the criteria below. When evaluating a proposal, RRAC will consider all elements of a criterion cumulatively as a single criterion.

Criterion 1: Past Performance and Industry Experience (15 points)

Demonstrate past performance and industry experience supported by, at a minimum, the following information:

- a) Highlight three (3) examples of other FBO locations within the Offeror's current network, or operated in past 5 years, that Offeror feels best demonstrate its experience in managing and maintaining facilities similar to this opportunity. In each of these examples, demonstrate the Offeror's ability to provide fueling and handling services for operators utilizing aircraft operating at ROA, including aircraft up to and including Design Group IV aircraft. Indicate experience providing services to commercial passenger and cargo airlines, as well as general aviation customers.
- b) Provide a professional reference, including name, title, phone number, and email address for each location referenced in "a)", from an airport or aviation governing body for whom relevant services are provided and can speak to Offeror's past performance. Person(s) identified should be familiar with the Offeror's contract compliance, payment history and quality of work.

Criterion 2: ROA Operations and Management Plan (20 points)

Plan to operate and manage the ROA FBO, details which demonstrate Offeror's ability to serve, at least the average operations historically served at the Airport, as well as, ground handling and customer service for existing and potential future commercial and cargo airlines. At a minimum:

- a. Offeror's plans and recommendations for innovation, growing general aviation activity and increasing the quantity of fuel sales and including self-pumping fuel.
- b. Quality and quantity of required Aeronautical services to be offered.

- c. Types and diversity of additional (over and above) Aeronautical support services Offeror proposes to provide, subject to Commission's acceptance and approval.
- d. Local staffing plan that demonstrates Offeror's understanding of the ROA operations and coverage for an FBO and fueling operation -24 hours, 7 days per week, each week of the year. A proposed organizational chart, identifying proposed key personnel and their associated qualifications is desirable. The organizational chart should include, at a minimum:
 - i. A full time FBO manager that has experience managing at least one FBO location, similar to this opportunity or larger.
 - ii. Supervisors to demonstrate that the FBO will have at least one (1) supervisor on duty 24 hours a day, to coordinate customer service, ramp assistance, fueling, and landing/parking fee collection.
 - iii. Mechanics, to demonstrate that the FBO will have at least one (1) FAA Licensed Airframe and Powerplant Mechanic on duty every day, or available within one (1) hour or less of a customer request, or the Offeror's proposed plan to subcontract with an operator authorized to provide this maintenance at the Airport.
 - iv. Fuelers, to demonstrate the FBO will always have fuelers who on duty to meet the Airport's needs. (Include Offeror's proposed plan to ensure all fuelers will be fully trained, certified in "f" below).
- e. Training plan outline for all key duties, as well as, safety and Airport/TSA security.
- f. A proposed initial inventory of equipment to demonstrate the Offeror has available or is able to facilitate the aircraft services equipment required to provide the FBO services and other services required.
- g. Offeror's proposed opportunities for community engagement and creative suggestions for partnering with RRAC to build on existing regional collaboration that supports growing ROA.

Criterion 3: Capital Investment and Fixed Improvements Plan (25 points)

Capital Investment and Fixed Improvements Plan meeting the requirements of the Contract, the details of which address, at a minimum:

- a. Proposed level and types of investment for improvements, new construction, renovation, or expansion projects. At a minimum, proposed facilities should include a new FBO Terminal and apron, additional hangars, increased fuel storage/dispensing capability, and any other facilities that Offeror feels would elevate service levels and grow revenues. The minimum required investment is \$15,000,000 in 2023 dollars.
- b. Description and narrative for any facilities the Offeror plans/recommends to construct, improve or renovate at the Airport. Renderings and conceptual site plans reflecting Offeror’s creativity and innovation are encouraged but not required.
- c. Proposed schedule for the commencement and a reasonable completion date for each project, which demonstrates completion of minimum investments by the conclusion of Contract Year 10.

Criterion 4: Minimum and Proposed Payments to RRAC (25 points)

Annual payments to RRAC shall be the sum of all minimum payments set forth in this Evaluation Criterion, plus any increase proposed by the Offeror, plus any additional payments proposed by the Offeror.

Fuel Flowage Fee: \$ 0.08 per gallon for each gallon of fuel delivered to the airport with the intention to be transferred into an aircraft. Flowage fees will be paid to the RRAC monthly.

Collection of RRAC airport fees: 90%

Minimum Facilities Rent: 8% of Gross Revenues derived from all FBO services, established in this RFP, the successful Bid, and the Subsequent Agreement and Lease, and including but not limited to charter flights, aircraft parking and tie-down fees, major equipment sales, wholesale parts sales, income derived from FBO vendors or subcontractors, hangar and all other subleases, and all other gross revenues, but excluding fuel sales and airport fees.

Minimum Ground Rent: - Unimproved Land – an initial \$0.35 per square foot, per annum, for application through Contract Year 5, and which shall be reappraised and reapplied every five years thereafter.

Minimum Annual Guarantee (MAG): In the event the payments established in this Evaluation Criterion do not exceed \$650,000 in Contract Year 1, Offeror shall nevertheless tender \$650,000 to RRAC.

Minimum Annual Escalation Amounts: The remaining unexpended Capital Investment set forth in Evaluation Criterion 3, and the Minimum Ground Rent and Annual Guarantee set forth in this subsection shall be adjusted annually by the greater of 1% or the rate of inflation as determined by the United States Bureau of Labor Statistics.

Additional Proposed Payments: The Offeror may propose such increased or additional amounts to RRAC as they deem advisable to include in their Proposal.

A Financial Offer Form is attached to this RFP as Appendix B for Offeror's use in making such proposals as they deem advisable.

Criterion 5: Financial Ability to Perform (15 points)

Demonstrated financial ability to perform the Contract supported by, at a minimum, the following information:

- a. Provide financial statements for Offeror's two (2) most recent fiscal years, demonstrating its financial ability to successfully execute its proposal, including the required capital investment, and a statement of any significant financial events affecting the Offeror occurring after the closing date of the most recent financial statement.
- b. Describe in detail the method and source in which capital funding will be appropriated for the development of the operation of the FBO at ROA.
- c. A financial pro forma, for at least the initial five years, that incorporates the following:

- i. Anticipated itemized revenues from fuel sales, ground handling and any other Gross Receipts from the operation of the FBO;
 - ii. Anticipated expenses, including, but not limited to, salaries and benefits, marketing, maintenance, insurance, technology costs, administrative and other operating expenses;
 - iii. Anticipated debt service and other financing costs, including the amortization of any cash capital contributions used to fund capital expenditures;
 - iv. Anticipated annual payments to the RRAC, in accordance with financial terms proposed by the Offeror and consideration, of the information contained in the RFP; and
 - v. Offeror's anticipated/desired annual profit.
- d. Provide evidence of the ability to execute an Annual Performance Guarantee equal to at least 50% of the Minimum (or proposed) Annual Guarantee set forth in Evaluation Criterion 3, adjusted in each subsequent contract year; such guarantee may be made by direct payment acceptable to RRAC or by a commercially obtained performance surety bond. This Performance Guarantee must be provided to RRAC within fifteen (15) calendar days of notification of selection as the successful Offeror.

10. PROPOSAL SCORING

Initially, a review of each proposal will be completed by ROA procurement and legal staff to ensure compliance with the terms, conditions, and requirements of the RFP. Any proposals that fail to meet all the minimum requirements of the RFP may be deemed non-responsive.

The proposal evaluation/selection process will consist of an Evaluation Committee (EC) composed of members selected by the RRAC. The EC shall look

at the reasonableness of all aspects of the proposal and each proposal will be graded based on a scale predicated upon a maximum score of 100 points.

There will be five areas scored by the Evaluation Committee, with a maximum number of points awarded per criteria. The following outlines the pertinent criteria and maximum points in the evaluation process:

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
Past Performance and Industry Experience	15 points
ROA Operations and Management Plan	20 points
Capital Investment and Fixed Improvements Plan	25 points
Payments to RRAC	25 points
Financial Ability to Perform	15 points

Based upon the total cumulative EC points awarded to each proposal, the Commission reserves the right, at its sole and exclusive discretion, to conduct oral interviews with any selected number of Offerors. Based upon the results of the interviews, at the sole discretion of the EC, up to a maximum of 10 additional points may be awarded based upon the interviews. The final point total, inclusive of any additional points awarded from any interview process, shall determine the successful Offeror.

The Remainder of this page intentionally left blank.

APPENDIX A
SAMPLE MONTHLY FBO REPORT

...

Attached is a “sample” Monthly FBO Report, the RRAC is amenable to reviewing other formats the successful Offeror may wish to propose, as long as all information required by RRAC is included and easy to decipher.

SAMPLE MONTHLY FBO REPORT

MONTH	YEAR	LEASEHOLD #	CONTRACT #	AIRPORT	
TENANT TYPE FBO		CONTRACTOR NAME			
PAYMENT CATEGORY		GALLONS	GROSS RECEIPTS	PERCENT DUE	PAYMENT DUE
FBO	Sale of Fuel			17%	\$0.00
	Aviation Fuel, "Put-Through" Gallons			\$0.17 / GALLON	\$0.00
Aircraft Charter				8%	\$0.00
Aircraft Parking and Tie-Down (On Premises)				40%	\$0.00
Aircraft Parking and Tie-Down (R Gates & Apron Pad)				40%	\$0.00
Major Equipment and Wholesale Parts Sales				8%	\$0.00
Sub-Contractor Income (Commission)				8%	\$0.00
Sale of Labor				8%	\$0.00
Facility Fees				8%	\$0.00
Ground Handling				8%	\$0.00
Sublease of Space				8%	\$0.00
Deicing				8%	\$0.00
All Other Gross Receipts				8%	\$0.00
Less Exclusions from Gross Receipts				17%	\$0.00
Adjustment to Gross Receipts				8%	\$0.00
Total Gross Receipts - Fuel Flowage and Fees			\$0.00		\$0.00
AUTHORITY REIMBURSABLE AIRPORT FEES					
	GA Landing Fee			90%	\$0.00
	Nonsignatory Landing Fees			90%	\$0.00
	Sublease Landing Fees				\$0.00
	Mobile Lounge Fees			100%	\$0.00
	Federal Inspection Station Fees			100%	\$0.00
Total Authority Reimbursable Airport Fees			\$0.00		\$0.00
MINIMUM ANNUAL GUARANTEE OR FEES, WHICHEVER IS HIGHER					\$0.00
MONTHLY FACILITY RENT					\$0.00
GRAND TOTAL AMOUNT OF MINIMUM ANNUAL GUARANTEE OR CONCESSION FEES, AIRPORT FEES AND MONTHLY FACILITY RENT					\$0.00
LESS PAYMENTS: MONTHLY MINIMUM GUARANTEE AND MONTHLY FACILITY RENT					\$0.00
AMOUNT DUE TO AUTHORITY					\$0.00
OPERATING EXPENDITURES					
EXPENDITURE CATEGORY		TOTAL SPEND	LD BE SPEND	LD BE %	
Administrative Services					
Advertising					
Courier Services					
General Services					
IT Services					
Janitorial Services					
Pest Control Services					
Printings & Mailings					
Other					
TOTAL					
CAPITAL INVESTMENTS, FIXED IMPROVEMENTS AND OPERATING EQUIPMENT					
EXPENDITURE CATEGORY		TOTAL SPEND	LD BE SPEND	LD BE %	
Construction Equipment					
Materials					
Architectural/Engineering Expenses					
Taxes					
Freight					
Bond Premiums					
Other					
TOTAL					
CONTRACTOR CERTIFICATION					
I certify that this is a true and accurate statement.					
SIGNATURE		AUTHORIZED REPRESENTATIVE NAME	CONTACT INFO	DATE	

**APPENDIX B -
FINANCIAL OFFER FORM**

...

**ROANOKE REGIONAL AIRPORT COMMISSION
 ROANOKE-BLACKSBURG REGIONAL AIRPORT (ROA)
 FINANCIAL OFFER - MINIMUM ANNUAL GUARANTEE
 FIXED BASE OPERATOR**

OFFEROR NAME	RFP NUMBER

The Offeror named above desires to operate and manage the ROA FBO, in response to the Roanoke Regional Airport Commission Request for Proposals, and hereby submits the following financial offer for the Minimum Annual Guarantee (MAG Amount) to be paid to the Roanoke Regional Airport Commission for each year of the FBO Contract

NOTES

Line No.	CONTRACT YEAR	<i>Enter Offer Amount for each Year</i> MAG AMOUNT	PERCENT INCREASE
----------	---------------	---	------------------

BASE CONTRACT PERIOD - TWENTY YEARS

1	Base Contract Year 1		
2	Base Contract Year 2		
3	Base Contract Year 3		
4	Base Contract Year 4		
5	Base Contract Year 5		
6	Base Contract Year 6		
7	Base Contract Year 7		
8	Base Contract Year 8		
9	Base Contract Year 9		
10	Base Contract Year 10		
11	Base Contract Year 11		
12	Base Contract Year 12		
13	Base Contract Year 13		
14	Base Contract Year 14		
15	Base Contract Year 15		
16	Base Contract Year 16		
17	Base Contract Year 17		
18	Base Contract Year 18		
19	Base Contract Year 19		
20	Base Contract Year 20		
	SUBTOTAL BASE CONTRACT PERIOD		

(Contract Years 1-20)

OPTION PERIOD ONE - Five Years

21	Option Period One, Contract Year 21		
22	Option Period One, Contract Year 22		
23	Option Period One, Contract Year 23		
24	Option Period One, Contract Year 24		
25	Option Period One, Contract Year 25		
	SUBTOTAL OPTION PERIOD ONE		

(Contract Years 21-25)

OPTION PERIOD TWO - Five Years

26	Option Period Two, Contract Year 26		
27	Option Period Two, Contract Year 27		
28	Option Period Two, Contract Year 28		
29	Option Period Two, Contract Year 29		
30	Option Period Two, Contract Year 30		
	SUBTOTAL OPTION PERIOD TWO		

(Contract Years 26-30)

GRAND TOTAL

(Base Contract and Both Option Periods - 30 Years)

APPENDIX C – GENERAL TERMS AND CONDITIONS

Note: This **Appendix C**, as currently existing or subsequently amended by RRAC, shall be mandatory for inclusion in any Agreement and Lease between the RRAC and the selected Offeror.

RRAC reserves the right to negotiate and/or impose such other additional terms and conditions for the Agreement AND Lease as appear in the terms of this RFP, or in the selected Offeror's bid, or as may be appropriate to benefit the RRAC.

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 Contract.
- 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 Commission's Executive Director.

The Commission 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 Commission and/or its representative.

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

Upon Commission's request(s), Contractor shall provide a listing of all subcontractors for the projects, including name, contact, address, phone, work to be performed by the respective subcontractor, 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 Commissions 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 Commission. 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 Commission.
- (4) All services shall be performed with due diligence and with minimal interference to the Commission and private property Commission(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 the 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 Commission, 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 Commission.

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 Commission 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 Commission may be obligated or have the right to do under this Contract.

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 Contract, Contractor shall defend, indemnify, and hold harmless the Commission, and all of its officers, agents, and employees, from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of violation of this section. Contractor also agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. Contractor further agrees to reimburse Commission and hold harmless the Commission, and all of its officers, agents and employees 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 ("EIN") to the Commission.
- D. **ACH Vendor Payments**

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

By signing the form, Contractor authorizes the Roanoke Regional Airport Commission to initiate credit entries and if necessary, debit entries and adjustments for any credit entries in error to Contractor's 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:
 - a. 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

- b. Notify the Commission and the subcontractor, in writing, of Contractor's 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 "5b" 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 Contract, 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 data and evidence and a request for a formal decision to the Commission's Executive Director. Contractor shall deliver the written notice with supporting data and evidence 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 and evidence to Commission'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 Commission for damages or relief of any kind based upon such occurrence or event. In reviewing any such claim or dispute, Commission's 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 Commission's 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 by the Commission's 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 Contract after notification by Commission, Commission shall be authorized to take whatever corrective action Commission deems necessary to eliminate the violation, at the sole expense of Contractor.

Contractor's obligation to indemnify shall not be affected, waived or diminished by the negligence of any party indemnified hereunder that in part contributes to the loss, cost, or expense, nor shall it be limited by any limitation on the amount or types of damages, compensation or benefits payable by or for 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 Commission Certificates of Insurance, or other appropriate evidence of coverage as may be required by Commission, naming the Contractor as insured and its subcontractors, Commission, and Commission'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 Contract. Minimum limits of liability shall be as indicated below:

Commercial General Liability: \$5,000,000.00 Combined Single Limit to include Contractual, Commissions and Contractors Protective, and Personal Injury (Libel, Slander, Defamation of Character, etc.)

Automobile Liability: \$1,000,000.00 Combined Single Limits, unless the Contractor 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).

Errors and Omissions Insurance

Errors and Omissions Insurance in the amount of not less than \$1,000,000.00 per occurrence with the Roanoke Regional Airport Commission to be shown as an additional insured.

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 Commission: "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 Commission, 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 Commission's Executive Director. If at any time the coverage, carrier or limits on any policy shall become unsatisfactory to such Executive Director, or the Commission'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 Commission.

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.

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.

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 1, 2, and 3. In every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
 - 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 CODE OF FEDERAL REGULATIONS 41 CFR 60-300.5(a) and 41 CFR 60-741(a) REQUIRED EEO CLAUSE:

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

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

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

Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter in this section GC-11 both collectively, and jointly and severally, referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** Contractor 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:** 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. 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:** 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 Commission or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Commission will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending this Contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six of this section GC-11 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Commission or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Commission to enter into any litigation to protect the interests of the Commission. In addition, 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, Contractor, for itself, its assignees, and successors in interest (hereinafter both collectively and jointly and severally, referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *ET seq.*).

GC-12 Federal Fair Labor Standards Act (Federal Minimum Wage)

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

GC-13 Occupational Safety and Health Act of 1970

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

GC-14 CANCELLATION

A. For Cause

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

In the event that Contractor defaults in the performance of any of the terms, conditions or Contracts contained in this Contract, and Commission 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 Commission'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, VENUE AND ARBITRATION

The provision of this Contract shall be governed by and are intended to be consistent with the laws of the Commonwealth of Virginia. In light of this express choice of law provision; Virginia law for determining governing law shall not apply to the provisions of this Contract. Every action brought under or related to this Contract shall be brought in a Virginia court of competent jurisdiction in the City of Roanoke or in the United States District Court for the Western District of Virginia, Roanoke, Virginia, and not elsewhere. In the event of any such litigation, the prevailing party, as determined by the adjudicating entity, shall have its costs, including all attorneys fees, paid by the non-prevailing party.

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

GC-16 SEVERABILITY

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 CONTRACT

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

GC-18 SURVIVAL

All representations, Contracts, 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. Commission's Executive Director has been duly authorized by affirmative vote of the Commission Board to execute this Contract on behalf of the Commission.

GC-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.

END of RFP No. 24-006