



**Roanoke Regional Airport Commission
Request for Proposals (RFP)
for
Fixed Base Operator (FBO) Services
at
Roanoke Blacksburg Regional Airport**

Request for Proposal Issue Date: October 16, 2020
Proposal Due Date: December 2, 2020
Submit Proposal to: Erin Henderson
Purchasing and Contracts Manager
5202 Aviation Drive
Roanoke, VA 24012

The Roanoke Regional Airport Commission is seeking proposals from qualified parties (Proposers) to offer Fixed Base Operator (FBO) services at Roanoke Blacksburg Regional Airport pursuant to the terms and conditions in this Request for Proposals (RFP).

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1. DESCRIPTION AND SCOPE

The Roanoke Regional Airport Commission (RRAC or Commission) is seeking proposals from qualified parties (Proposers) to offer Fixed Based Operator (FBO) services at the Roanoke Blacksburg Regional Airport (ROA) pursuant to the terms and conditions hereinafter set forth or referred to in this Request for Proposals (RFP). It is the intent of this RFP to solicit proposals and subsequently establish a lease and operating agreement with an entity to establish, finance, and offer these, as well as other commercial aeronautical services to the general public. The RRAC seeks to grant a lease of real property (land and buildings) (the Lease) for existing premises as well as an Operating Agreement for an FBO to provide commercial aeronautical services to the public in accordance with said Operating Agreement.

Signature Flight is currently the sole provider of FBO services at ROA; however, their lease agreement with the RRAC expires in November of 2021. According to FAA sponsor assurance #23, the airport “will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.” In order to comply with this FAA assurance, the RRAC is publicly advertising to any and all interested parties that desire to provide FBO services at ROA. The Roanoke Regional Airport Commission is seeking qualified and interested parties to lease Commission-owned facilities and assume operation and provision of the services as described within this Request for Proposals.

2. AIRPORT AND FBO BACKGROUND INFORMATION

2.1 Roanoke-Blacksburg Regional Airport

The Roanoke-Blacksburg Regional Airport (ROA) is a non-hub commercial service airport located in southwest Virginia, approximately 3 miles northeast of downtown Roanoke. The airport is served by two runways, - Runway 16-34 and Runway 6-24. Runway 6-24 is the longest at 6,900 feet by 150 feet and is equipped with an LDA/DME approach system. Runway 16-34 is 5,810 feet by 150 feet and is equipped with CAT 1B ILS approach system. ROA has an air traffic control tower that it is operational 24 hours per day and 7 days a week. The airport has 93 based aircraft, 3 T-hangar buildings which have a total of 40 units, 4 corporate box hangars and 5 private hangars. In total, the airport has

approximately 918 acres of land within its property boundaries. A general layout of the Roanoke-Blacksburg Regional Airport is shown below in **Exhibit 1**.

Regarding commercial service activity, ROA currently has 82 flights per week; however, prior to the COVID-19 pandemic, ROA had approximately 155 commercial flights per week. Current destinations include Atlanta (ATL), Charlotte (CLT), LaGuardia (LGA), Philadelphia (PHL), St. Petersburg (PIE), Orlando Sanford (SFB), Washington Dulles (IAD), and Chicago O-Hare (ORD).

Exhibit 1



2.2 ROA Historical Activity

The documenting of historical activity allows prospective operators to gauge ROA’s growth and activity levels which ultimately relates to potential revenue earnings. Over the past several years, ROA has demonstrated significant growth in the cargo and commercial airline sectors. The airport’s based aircraft numbers have declined over the past 15 years; however all existing hangar facilities are full and there is currently a hangar waiting list which the FBO maintains. In addition, a new 80’ x 80’ box hangar was recently completed and two additional hangars are currently being planned which should increase the ROA’s based aircraft totals in the near future. The following tables illustrate ROA’s historical activity.

ROA Historical Based Aircraft (2005-2019)	
Year	Based Aircraft
2005	125
2010	123
2015	102
2016	99
2017	88
2018	90
2019	93

Source: RS&H, 2019; FAA TAF, 2019

ROA Historical Air Cargo Tonnage (2005-2019)			
Calendar Year	Enplaned Cargo (Tons)	Deplaned Cargo (Tons)	Total Cargo (Tons)
2005	7,185	8,617	15,802
2010	5,170	5,756	10,926
2015	6,186	6,615	12,801
2016	6,229	6,651	12,880
2017	6,459	7,083	13,542
2018	6,365	7,331	13,696
2019	5,961	7,267	13,589

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

ROA Historical Enplanements (2005-2019)			
Calendar Year	Air Carrier ¹	Commuter ²	Total Enplanements
2005	3,921	323,855	327,776
2010	29,295	277,656	306,951
2015	74,276	226,779	301,055
2016	75,607	223,874	299,481
2017	77,756	229,305	307,061
2018	82,516	247,547	330,063
2019	90,283	270,848	361,131

Note 1: Air Carrier represents commercial service aircraft with more than 60 seats

Note 2: Commuter represents commercial service aircraft with less than 60 seats

Source: FAA Passenger Boarding and All Cargo Data

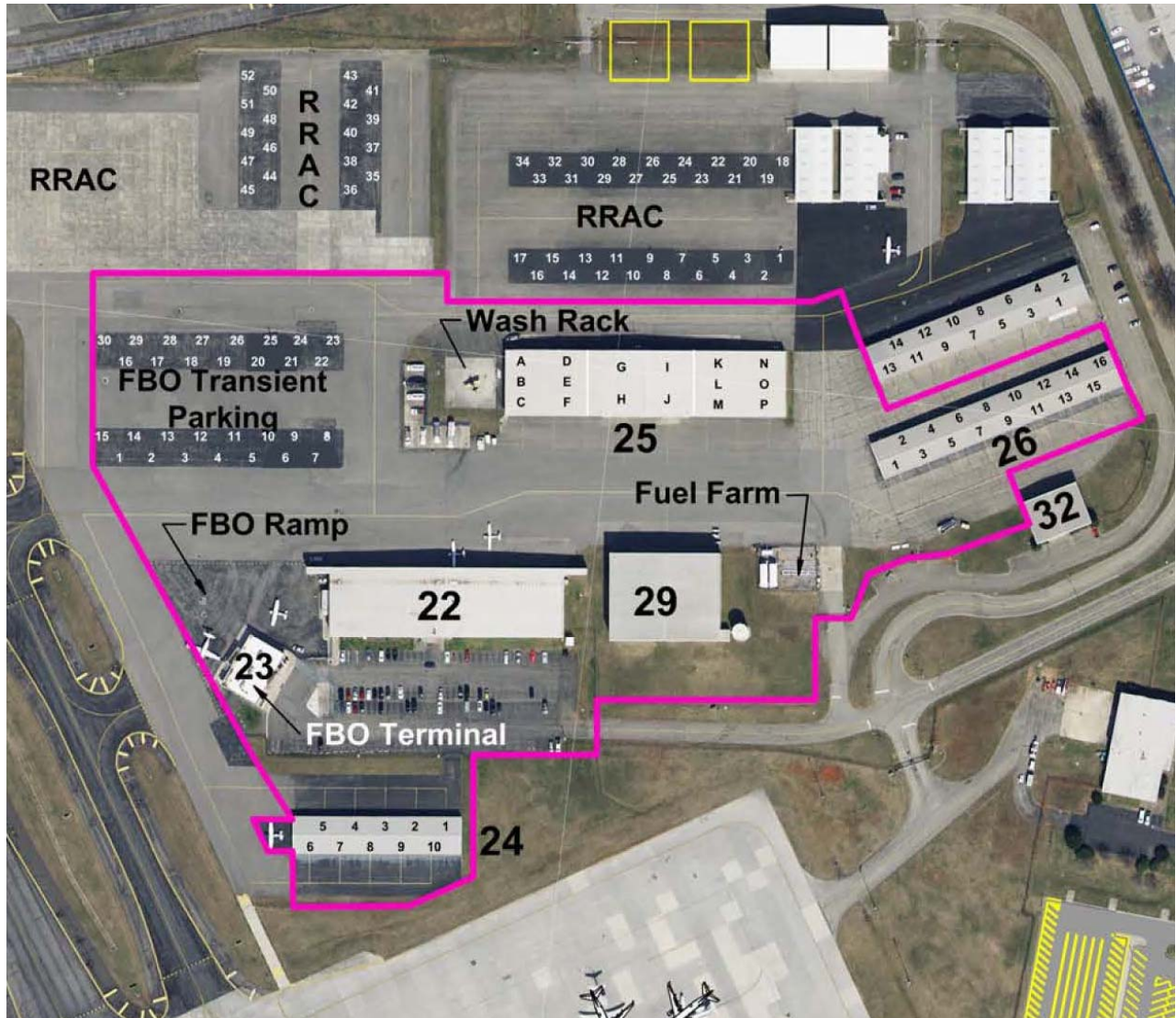
ROA Total Historical Operations (2010-2019)				
FY	Commercial Operations	GA Operations	Military Operations	Total Operations
2010	23,343	19,058	1,358	43,759
2015	18,906	23,339	1,378	43,623
2016	17,975	23,329	1,189	42,493
2017	18,863	31,072	1,460	51,395
2018	18,434	33,354	1,267	53,055
2019	18,352	32,704	1,242	52,298

Source: FAA OPSNET, 2020

2.3 FBO Lease Area and Facilities

As denoted by a pink line on **Exhibit 2**, the FBO lease area is comprised of approximately 16 acres of property which includes tie-down areas, an FBO terminal, fuel farm, and a number of hangar facilities as described within the following paragraphs.

Exhibit 2



FBO Terminal

The FBO terminal's exterior dimensions are approximately 56' x 80'; there are five offices, two public restrooms, one private restroom, a kitchenette behind the counter, a large barista on the public side with a coffee machine, a large conference room, a snack machine area, a pilot's lounge, a large lobby that includes a television, and a pilot flight planning area.

Fuel Farm

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

Apron Area / Ramp Parking

The proposed Lease includes the FBO Transient Parking Area with 30 spaces for single-engine and small twin-engine aircraft. There is also a small (.5 Acre) apron area located in front of the FBO terminal for loading and unloading of transient aircraft passengers, baggage, and supplies.

Hangars

There are two T-hangars and three large hangars located within the FBO Lease area. The following table illustrates the sizes and capacities of these facilities.

FBO Hangar Facilities		
Hangar #	Square Foot	Notes
22	30,664 SF	Flight School, Maintenance, Tenants
24	11,926	10-Unit T-Hangar (fully leased)
25	34,341	Multiple Tenants
26	18,827	16-Unit T-Hangar (fully leased)
29	18,200	Multiple Tenants

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

2.4 Existing FBO Revenues and Expenses

There are a number of hangar tenants, contracted employees, and commercial aeronautical operators that currently sublet and operate under the existing FBO's lease. It is assumed that these operators would remain and continue to operate under any new FBO's Lease; however, this does not necessarily have to

be the case as any newly selected operator can choose to bring in their own staff as needed to run the existing FBO as well as its sublet operations. 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. Star Flight currently has a month-to-month rent agreement with the existing FBO operator.

Kane Aviation LLC

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

Hangar Leasing

All of ROA's existing hangar facilities are currently leased which includes the 15 T-hangars located in building #26 and 10 T-hangars located in building #24. In addition, multiple aircraft tenants currently lease portions of Hangars #25 and #29.

Allegiant Airlines Flight Support

The existing FBO operator provides local staffing for Allegiant Airlines which includes ground crew, ticketing, baggage and gate staff as required to facilitate commercial flight activities from Gate 6 on a per-turn basis. One full-time and six part-time FBO employees currently fulfill this role for Allegiant Airlines.

United Parcel Service (UPS)

The existing FBO also provides staffing services to UPS for the loading and unloading of aircraft cargo. It is estimated that 40 part-time FBO employees currently fulfill this role for UPS.

Other FBO Revenue Sources

In addition to the aforementioned revenue sources, there are likely a number of other fees and charges that the existing FBO collects during the course of their daily operations. The RRAC has contracted with a financial consultant in order to gather as much information as possible on this subject; however, there are potentially a number of revenue streams that simply cannot be accounted for. These sources include but are not limited to ramp fees, aircraft parking fees, and commercial aircraft fueling fees - just to name a few.

Fuel Sales

The existing FBO currently provides fuel to the airlines, UPS, FedEx, and to based and itinerant general aviation traffic. The following tables illustrate the existing FBO's historical fuel sales at ROA.

Historical General Aviation Fuel Sales			
	AV Gas	Jet A	Total
Calendar Year 2017	75,846	539,438	615,284
Calendar Year 2018	58,607	576,609	635,216
Calendar Year 2019	77,166	560,789	637,955

Source: RRAC Fuel Flowage Records

2019 Airline and Cargo Fuel Sales				
	2016	2017	2018	2019
Allegiant	380,559	371,878	369,095	351,691
American	768,000	650,000	1,000,000	1,100,000
Delta	788,232	682,992	950,580	950,580
FedEx	543,600	218,568	21,085 ¹	249,255
UPS	394,000	327,040	347,000	405,000
United	780,000	816,000	900,000	1,020,000
TOTALS	3,654,391	3,066,478	3,587,760	4,076,526

Source: Airport Business Solutions, 2019

¹ This number appears to be very inconsistent with previous and subsequent years of data.

Estimate of FBO Revenues

The FBO financial information was gathered through a number of sources including: interviews with the previous FBO managers, tenant interviews, and information gathered by a financial consultant that specializes in the business of FBOs. Utilizing this collective information, the RRAC was able to create an

estimate of total revenues for the existing FBO operation. It is important to point out that these revenues do not include the 'Other FBO Revenue Sources' described earlier because there is no way to quantify these incomes. It should further be noted that the COVID-19 pandemic negatively affected the FBO's revenues during 2020 – especially during the months of March, April, and May. However, traffic volumes during the past few months have continued to steadily climb back towards normal volumes. An analysis of the FAA's Traffic Flow Management System Counts (TFMSC) data for ROA revealed that general aviation IFR activity during the months of June, July and August averaged about 72.6% of the activity as compared to the same months during 2019. It is estimated that during 2019, the FBO earned a net profit ranging between **\$1.3M** and **\$1.8M**. Assuming that traffic remains at 72.6% through the remainder of the year and also assuming that IFR operations and revenues are directly correlated, the COVID-19 pandemic will reflect a 29% decrease in overall FBO revenues during 2020 which will result in a net profit range of (\$923,000 to \$1,278,000). Knowing that budgetary and staffing cuts were made post pandemic, these estimates may a bit on the conservative side.

Existing FBO Expenses

The existing FBO pays the RRAC a number of fees including: rent for the FBO premises which includes the hangar and apron areas, a portion of landing fees, and fuel flowage fees for general aviation fuel sales. In 2019, the fees paid to the RRAC equated to **\$397,686**.

3. LEASE AGREEMENT AND PROPOSAL REQUIREMENTS

3.1 Lease and Operating Agreement

The Commission anticipates granting to the successful Proposer the right and privilege to operate, conduct, and perform the following specifically enumerated services and accommodations, subject to the terms of a binding Lease and Operating Agreement for a period of five (5) years with two (2) five-year renewal options. During each renewal period, the RRAC can choose not to renew without cause.

1. Lease and use of a land area (approximately 16 acres) as depicted with a pink line on **Exhibit 2** of this document for the purpose of operating

an FBO in accordance with applicable federal, state and local rules, regulations and laws. It is to be expressly understood and agreed that the successful Proposer shall have the exclusive use of this land area and Commission-owned improvements on said premises, but that the Commission is not including in said Lease, and is not granting the exclusive use of the runways, taxiways, apron and roadways. The successful Proposer's use shall be in common with others pursuant to the rules and regulations of the Federal Aviation Administration as set forth in Section 308 of the Federal Aviation Act of 1958, as amended.

2. The right to use in common with others, now or hereafter, duly authorized, all air navigation facilities which now or have been, or may hereafter be provided by the Commission, or the Federal or State Governments for use at said airport, but not limited to the landing field, runways, aprons, taxiways, floodlights, landing lights, signals, beacons, aids and other conveniences for the flying, landing, and take-off of aircraft.
3. Full and free access and ingress to and egress from in common with others the area to be leased from Commission provided such access is in accordance with all applicable Transportation Security Administration (TSA) security regulations.
4. The selected Proposer will enter into a contract which will be in a form to be approved by RRAC general council.

3.2 Duties of the Successful Proposer

It is anticipated that the successful Proposer will perform the following:

1. Maintain, operate, and repair, at the Proposer's expense, the demised property (all leased 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 expected.
2. Provide a monthly report as shown in Appendix A on the first Monday of every month.

3. Pay a per gallon fuel flowage fee for each gallon of fuel that is purchased with the intention to be transferred into an aircraft. Flowage fees will be paid to the RRAC upon receipt of fuel bill of lading.
4. Pay for all designated utility bills for leased facilities, including water bill and power bill for the hangars and FBO terminal building.
5. Store, deliver, and sell petroleum products to aircraft using said airport facilities. Maintain an adequate supply of petroleum products for sale at all reasonable hours. Keep the common areas of the airport premises and facilities open to the public seven days a week during daylight hours.
6. Manage, on behalf of Commission, aircraft parking aprons to support the parking, tie-down, and maneuvering of aircraft and parking of aircraft fueling vehicles.
7. Develop a comprehensive maintenance system and maintain all structures and equipment described hereinabove.
8. Agree to participate by providing staffing and space as needed to conduct a maximum of three (3) special events per year which may include fly-ins, air shows, static displays, charitable events, or other community events.
9. Agree to provide annually a certified financial statement to the Commission which illustrates the FBO's cash flow, income, expenses, and balance sheets that have been audited certified by a financial accountant.
10. Agree to grant Commission the right to audit Proposer's records and accounts as they relate to Proposer's provision of FBO services to Commission under the Lease and/or Operating Agreement.
11. Assume authority and responsibility for pedestrian and vehicular access through FBO and FBO controlled ramp gate(s), and in and around the leased property in accordance with applicable TSA

regulations. Provide commercial aeronautical services to the public upon the effective date of the Lease and Operating Agreement to be awarded as a result of this solicitation. 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 “airport use services”; provided, however, that the rates or charges for such airport services shall be subject to the Commission’s concurrence and approval of such rates and charges as to reasonableness. Airport use services include, but are not limited to:

a. Hangar Rentals

Notwithstanding the Commission’s control of fees for airport use services, the Commission will not regulate, determine, or control the FBO’s pricing of “aircraft services,” which are different from the FBO’s “airport use services”. Aircraft services include the following:

- a. Aircraft Sales
- b. Aircraft Parts
- c. Aircraft Oils and Fuel Sales
- d. Petroleum Products or Distillates
- e. Aircraft Maintenance
- f. Labor
- g. Shop Supplies
- h. Pilot Supplies
- i. Sublet fees

12. Maintain complete and accurate records of 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 that airport, which shall be recapped in a written monthly report to be provided to the Commission. The successful Proposer may be required to attend occasional airport meetings and also provide written monthly reports to the Commission.
13. Implement ongoing training and safety programs for all of FBO’s personnel, and obey all OSHA Regulations, documentation must be provided to the Commission.

14. Enforce ROA's prohibition of activities that include banner towing, skydiving, aerial spraying, and the use of ultralight aircraft.
15. 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
 - Environmental Liability \$1,000,000 per incident and \$2,000,000 per annual aggregate.
 - Hangarkeeper's Liability Limit \$1,000,000

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, contractors, 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
- 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.

4. PROPOSAL SUBMITTAL, REQUIREMENTS AND EVALUATION

4.1 Minimum Qualifications and Guarantees of Proposer

The following list illustrates the minimum experience, rent and fuel flowage payment amounts and insurance requirements that will be necessary for each proposer to qualify for consideration.

1. A minimum of 5 years of experience within the last ten years operating an FBO(s) at a public use airport(s) having a runway length of 5,000 feet or more.
2. A minimum fuel flowage fee of .10 per gallon applicable to any fuel sold regardless of general aviation or commercial aircraft and with a minimum annual guarantee (MAG) of \$50,000.
3. A minimum annual guarantee of maintenance funds allotment (offer amount to be determined by the proposer) to be verified through documentation such as receipts or invoices.
4. Proof of ability to secure insurances listed in section 3.2, section 14.

Proposers shall be responsible for ensuring that their proposal contains information explaining its qualifications under each criterion listed above.

4.2 Submittal Requirements

Each responding firm must submit 4 copies of their proposal. The proposals must be submitted in sealed envelopes and clearly marked as follows: Proposal for Fixed Base Operator (FBO) Services at Roanoke-Blacksburg Regional Airport. Proposals will be received until December 2, 2020 at 4:00 P.M. in the Commission Offices located at 5202 Aviation Drive, located on the second floor of the Terminal Building, Roanoke, VA 24012; proposals will be time stamped upon their arrival. Note: Proposals will not be opened publicly.

Proposals submitted by facsimile or by email will not be accepted. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The Commission is not responsible for delays in the delivery of mail by the U.S. Postal Service or by private couriers. It is the sole responsibility of each Proposer to:

- Ascertain that they have all required and necessary information, documents, and addenda prior to submitting a response;
- Ensure that its proposal reaches the Commission at the correct location and prior to the designated deadline.

4.3 Submittal Information and Format

In order for a proposal to be considered, all proposals must be submitted, in typed or printed format, with all questions responded to and all requested information attached. Failure to submit a proposal in the form provided in this RFP may be cause for rejection of the proposal. All Proposers organized or authorized to transact business in the Commonwealth under the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. Any Proposer that is not required to be authorized to transact business in the Commonwealth shall include in its proposal a statement describing why the Proposer is not required to be so authorized. For proposers that do not, at the time of submission, have the required identification number, a statement should be included in the proposal stating that it can and will be authorized to transact business in the Commonwealth prior to entering into a contract with the Commission. Modifications or additions to any portion of this RFP may be cause for rejection of the proposal; however, the Commission reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal as non-responsive. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by both parties.

At a minimum, each proposal must contain:

- Cover Sheet: List Proposal title (RFP-Fixed Base Operator (FBO) Services at Roanoke Blacksburg Regional Airport), the name of your firm, and the name, address, telephone number, and email address of a contact person for questions concerning the proposal submitted. **1 Page**
- Firm's Past Experience: Provide a narrative of your firm's prior experience with the operation of FBOs at similarly-sized or similarly-operated general aviation and/or commercial service

airports, qualifications of management and other key personnel, and the number of years your firm has been in business. **1 Page**

- **References:** Provide the name, address and telephone number of at least three (3) financial references and three (3) operational references familiar with the quality of work done by your firm. Proposer grants Commission permission to contact all references provided by Proposer. **1 Page**
- **Operational and Concept Plan:** The Proposer should include a detailed description of how the FBO operation will be managed and staffed along with the hours of operation, services provided, along with any other information that the Proposer deems is necessary and pertinent to demonstrating their abilities and qualifications for running a successful FBO operation at ROA. **Up to 5 pages**
- Agree to comply with the Minimum Qualifications and Guarantees of Proposer as specified in Section 4.1. **1 Page**
- **Payments to RRAC:** Proposers should include a breakdown of fees along with a summary of any and all payments to the RRAC including FBO lease area rent, maintenance allotment (refer to section 4.1) and/or capital investment pledges for leasehold improvements (if any). The fuel flowage fees shown in the minimum requirements do not need to be included in this section unless the Proposer is offering a higher rate than that shown in the minimum requirements. **Up to 2 pages**

Note: Due to the current decline in traffic which is associated with the COVID-19 pandemic, it may be desirable to associate RRAC payments to a measurable activity index such as to a percentile of gross receipts, general aviation operations, etc. Doing so will ensure that the Proposer is not committing to funds that may be difficult to achieve during the current environment but also ensures that the RRAC receives its fair share of payments as activity continues to reach normal levels in the future. Up to 2 pages of payments have been provided such that Proposers can submit up to 2 options (1 payment option per page).

4.4 Evaluation and Selection Criteria

Rather than identify specific evaluation and scoring criteria for the submission of FBO proposals, the RRAC has elected to identify the criteria that is important to the selection of a prospective operator and then allow the Proposers to decide on what they can offer the RRAC (in excess of the minimum requirements listed in Section 4.1). It is important to note that the proposals will not be scored on any individual criteria; rather, a committee of RRAC staff will be established to evaluate the proposal as a “whole” based upon what is offered collectively within. The RRAC’s evaluation criteria of importance is as follows:

1. Financial contributions to the RRAC – MAG, gross receipts, % of fuel sales, % of rent collected, fuel flowage fees, rent, etc.
2. Advertising, marketing, price competition, and/or other means of increasing general aviation traffic while ensuring a high level of customer service to ROA’s based and transient customers.
3. Maintenance allotment and/or Capital Investment into RRAC owned facilities – repair and upgrades of existing facilities (if any).
4. Experience of Firm
5. Other criteria as listed in this RFP or as submitted by the Proposer for consideration.

Following an investigation and evaluation of proposals received in response to this solicitation, the Commission shall select the Proposer which, in its opinion, has made the best proposal and provides the best value, and may subsequently award the contract to operate the FBO at the Roanoke-Blacksburg Regional Airport to such Proposer.

The Commission reserves the right to waive any informality in proposals received and to reject any or all proposals, in whole or in part.

The Roanoke Regional Airport Commission does not discriminate on the basis of handicapped status in its federally assisted programs or activities. The Commission is also an Equal Opportunity Employer and does not discriminate on the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, and encourages proposals from all qualified Proposers.

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

5. Submittal of Proposals

5.1 Tour / Proposal Contact

To schedule a tour of the FBO facilities or for additional questions (please submit questions no later than November 11, 2020) you may have concerning the proposal, please contact:

Richard Osborne
Director of Engineering and Planning
(540) 362-1999, extension 319
Richard.Osborne@flyroa.com

6. Miscellaneous

1. The Commission will not be responsible for any expenses incurred by a firm 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.
2. 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.
3. Proposers who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal.
4. The contents of the proposal submitted by the successful Proposer 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 Proposer will be expected to sign a Lease and Operating Agreement with the Commission.
5. Any Proposer who submits a proposal and refuses to or is unable to honor the conditions within such proposal will be disqualified from

consideration. Furthermore, any proposal that indicates a conditional offer statement such as “subject to review or approval” etc. may be disqualified from consideration.

6. The Commission reserves the right to reject any and all proposals received through this solicitation or to negotiate separately in any manner necessary to serve the best interests of the Commission.

7. The successful Proposer 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 Proposer 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 consent and approval in writing by the Commission.

6.1 Proposal Acceptance Period

Proposals submitted shall be made binding upon the Proposer for sixty (60) days following the receipt of proposals. At the end of the sixtieth day, the proposal may be withdrawn at the written request of the Proposer. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

6.2 Ethics in Public Contracting

By submitting a proposal, Proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any kick-backs or inducements from any other Proposer, supplier, manufacturer, or sub-contractor in connect with their proposal, and that they have not conferred any public employees having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present, or promised, unless consideration of substantially equal or greater value was exchanged.

6.3 Debarment Status

By submitting their proposal, Proposers 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.

6.4 Qualifications of Proposer

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

6.5 Withdraw or Modification Prior to Due Dates

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

6.6 Proprietary Information or Trade Secrets

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

- a. Identifying the data/material in a written description
- b. Clearly marking the data/material as proprietary, and,
- c. Providing a written statement detailing the reasons why protection is necessary. The Commission 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.

6.7 Ability to Negotiate Lease Terms and Conditions

The RRAC's Terms and Conditions shall be mandatory for inclusion in any lease between the Commission and the selected Proposer. The RRAC reserves the right to negotiate and/or impose additional terms and conditions for the Lease as may be appropriate to benefit the RRAC.

7. APPENDIX A - MONTHLY FBO REPORT

(under development – to be provided to the selected offeror)

Monthly report data to include:

Monthly FBO Operations by aircraft type and N-number

Fuel Sales Summary by fuel type

Status report of monthly tasks - tank inspections, maintenance items employee training,
new hires, promotions, layoffs, furloughs, incidents

Upcoming Events, and other notable occurrences

Issues and Resolutions

Updated Hangar waiting lists – as amended

Hangar and/or parking lease update – tenant removals, additions, etc.

Additional items...

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

GC-1 COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS

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

- B. Contractor expressly warrants that in performance of the Work it shall comply with all applicable laws, codes, regulations, standards, etc., which may be required of it by all applicable local, state and federal jurisdictions and their respective agencies, offices, bureaus, and other administrative/regulatory entities.

GC-2 SUBCONTRACTING AND ASSIGNMENT

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

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

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

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

GC-3 PERFORMANCE REQUIREMENTS

A. General

- (1) The Work shall be performed in a good, workmanlike and safe manner, consistent with accepted industry practices and techniques, and subject to all applicable laws and regulations.

- (2) Contractor shall protect the property of the Commission, airport tenants and private property owners from any and all damage caused by Contractor's operations.
- (3) Contractor agrees to furnish its best skill and judgment in furtherance of the interest of the Owner. Contractor agrees to furnish at all times an adequate supply of trained and qualified workmen, materials and equipment to perform the Work in the best way and in the most expeditious, economic and safe manner consistent with the interest of the Owner.
- (4) All services shall be performed with due diligence and with minimal interference to the Commission and private property owner(s) in the use of the/their property.
- (5) Contractor shall maintain the work area in a neat, clean and safe condition at all times. Recognizing 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 Owner, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the consent of the Owner.

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

C. Equipment

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

D. Inspection

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

E. Clean-Up

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

F. Damage and Repair.

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

GC-4 HAZARDOUS AND OTHER WASTES, MATERIAL AND SUBSTANCES

- A. Contractor shall not dispose of or release any wastes of any kind, whether hazardous or not, on Commission property.
- B. Contractor shall remove from Commission property all waste and debris arising from its work and shall dispose of it properly, in accordance with all applicable laws. In particular, Contractor shall properly handle and remove all solvents and cleaners, and rags, cloths, containers, etc. used in conjunction with the Work.

- C. Contractor shall not bring or allow or permit to be brought onto the Commission property and shall not dispose of or release onto or from the Commission property any hazardous, toxic or petroleum material, substance, or waste. Compliance with all environmental laws shall be Contractor's sole responsibility at its sole cost. Contractor shall immediately furnish to the Commission's Executive Director written notice of any and all releases of hazardous wastes, materials or substances whenever such releases are required to be reported to any federal, state or local authority, and pay for all substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. Contractor shall also provide Commission with copies of any and all reports resulting from tests on Commission's property or made to any governmental agency which relate to property.
- D. Environmental Indemnification: Regardless of Commission's acquiescence and in addition to indemnification provisions contained elsewhere in this Agreement, Contractor shall defend, indemnify, and hold the Commission, and all of its officers, agents, and employees, harmless from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of violation of this section and agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. Contractor further covenants and agrees to reimburse Commission and hold the Commission, and all of its officers, agents and employees harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the Commission as a result of Contractor's use, release or disposal of any petroleum product, hazardous substance, material, or waste onto the ground or into the water or air.

GC-5. PAYMENTS

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

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

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

- B. Contractor shall pay all applicable taxes, including sales tax on materials supplied. Contractor agrees that the Commission may withhold and/or offset payment to Contractor when property of the Commission, Commission's tenant/subtenant or adjoining private property is damaged or destroyed by poor performance or defective equipment or materials employed by Contractor, or for unsatisfactory performance under this Contract. Contractor also agrees that it shall be liable to the Commission for actual damages for replacement or repair of property, materials, or services caused by this damage or destruction to the Commission or Tenant's property, or for unsatisfactory performance.
- C. Prior to receiving any payments under this Contract, if the Contractor is an individual, the Contractor shall provide its social security number to the Commission and if the Contractor is a proprietorship, partnership, or corporation, the Contractor shall provide its federal employer identification number to the Commission.

D. _____

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

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

GC-6 SUBCONTRACTOR AND OTHER PAYMENT CONDITIONS; CLAIMS

- A. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the Commission for work performed by any subcontractor under this contract:
 - 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 his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- B. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commission for work performed by the subcontractor under the contract, except for amounts withheld as allowed under paragraph "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 Agreement, or the performance or furnishing of the work, including without limitation, Engineer's or Commission's denial of Contractor's request for a change order for additional money and/or an increase in time, shall be submitted in writing together with all supporting documentation/data and a request for a formal decision to the Owner's Executive Director. Contractor shall deliver the written notice with supporting data for each such claim, dispute or other matter promptly, but in no event later than ten (10) calendar days after the start of the occurrence of the event giving rise to the claim. Contractor's failure to submit written notice of such claim, dispute or other matter with the supporting data to Owner's Executive Director within the time specified shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for such matters and shall be an absolute bar to any future claim or suit against Owner for damages or relief of any kind based upon such occurrence or event.. In reviewing any such claim or dispute, Executive Director may request any additional information or documentation from Contractor or other parties and may utilize appropriate assistance from other sources. Any final decision in writing by the Executive Director shall be issued to Contractor within ninety (90) calendar days from the later of: i.) receipt of the written claim; or ii.) receipt of any additional information requested from the Contractor. Failure of the Executive Director to render a decision within ninety (90) calendar days shall be deemed a final decision by the Roanoke Regional Airport Commission denying the claim, and shall not result in the Contractor being awarded the relief claimed or in any other relief or penalty.

GC-7 INDEMNIFICATION

Consultant 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 Consultant or its sub Consultant(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 Consultant's equipment or personal property used to perform the Work. Should Consultant inadequately remedy or fail to remedy a violation of this agreement after notification by Commission, Commission shall be authorized to take whatever corrective action Commission deems necessary to eliminate the violation, at the sole expense of Consultant. Consultant shall not be responsible for liability arising out of the negligence of Commission.

GC-8 INSURANCE REQUIRMENTS

The following terms and conditions related to Insurance shall apply:

Liability Insurance Requirements.

Prior to execution of this Contract by Commission, Contractor shall provide Owner's Executive Director suitable evidence of commercial general liability occurrence-type insurance that includes contractual liability and products and completed operations insurance, and automobile liability with "any auto" coverage, naming Contractor as insured and its employees, subcontractors, the Commission and its officials, officers, board members, agents, employees, and volunteers as additional insureds, providing coverage against any and all claims and demands made by any person or persons or any other entity whomsoever for injuries or death or property damage incurred in connection with or arising out of the Work, services, items and/or other matters to be performed hereunder and including contractual liability coverage for the terms and conditions of this contract, which policies shall provide limits of not less than \$5,000,000.

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.

Errors and Omissions Insurance (as applicable)

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 Owner: "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be sent by certified mail to the Executive Director, Roanoke Regional Airport Commission."

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

Insurance not to be a Limit on Liability

Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers may have under this Contract, including without limitation the indemnification provision contained herein. The Commission does not in any way represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the Commission or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the Commission to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

Insurance Company Insurance coverage shall be in a form and with an insurance company approved by the Commission, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this contract shall be authorized to do business in the Commonwealth of Virginia.

Notice to Commission

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

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- NOT APPLICABLE

Pursuant to 2.2-4311.2 (A) of the Code of Virginia (1950), as amended, if the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Contractor shall provide documentation acceptable to Commission establishing that the contractor is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law. The Contractor shall not allow its existence or its certificate of authority or registration to transact business in the Commonwealth to lapse if so required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the contract. The Commission may void this contract if the Contractor fails to remain in compliance with the provisions of this section.

GC-10 The new regulations require that the EEO clause shall be made a part of the Contract by citation 41 CFR 60-300.5(a) and 41 CFR 60-741(a).

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

GC-11 GENERAL CIVIL RIGHTS PROVISIONS

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

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

Compliance with Nondiscrimination Requirements

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons

displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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

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

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

GC-13 Occupational Safety and Health Act of 1970

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

GC-14 CANCELLATION

A. For Cause

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

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

B. Without Cause

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

GC-15 GOVERNING LAW AND VENUE

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

GC-16 SEVERABILITY

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

GC-17 ENTIRE AGREEMENT

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

GC-18 SURVIVAL

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

GC-19 DUPLICATE COPIES

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

GC-20 CERTIFICATION

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

GC-21 HEADINGS

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

GC-22 NOTICES

A. Forms of Notice. Unless otherwise specified, all notices, consents and approvals required or authorized by this Contract to be given by or on behalf of either party to the other, shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given three days after the time a certified letter, properly addressed, postage prepaid is deposited in any United States Post Office, or upon delivery by hand, or upon delivery by overnight express carrier.

B. Notice to Commission. Notice to Commission shall be addressed to it and delivered at the office of the Executive Director, Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, VA 24012, or at such other office as Commission may hereafter designate by notice to Consultant in writing.

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

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

- A. As a recipient of Virginia Department of Aviation grant funds, all Commission contracts and agreements are subject to all applicable terms and conditions of the Commission's Master Agreement, Allocations, and Grant Agreements with the Virginia Department of Aviation, all as amended, which are incorporated by reference as if expressly stated herein, including, without limitation, the following provisions:
1. The Contract is subject to appropriation of funds and applicable grant funding from the Virginia Department of Aviation and may be cancelled and immediately terminated in the event the Virginia of Aviation terminates the funding in whole or in part for the Contract under the provisions of an applicable Master Grant Agreement, Allocation, or Grant Amendment.
 2. The Contractor or Consultant and all subcontractors, sub-consultants, and any other recipients of pass through funds shall maintain all books, documents, papers, accounting records, and any other written or electronic evidence supporting their project activities and the costs incurred. Such information shall be made available for audit and inspection at the Commission's offices at all times during the Grant Agreement, Grant Amendment(s), or Allocation period and for a period of four years from the end of the state fiscal year (i.e. June 30) inn which the final payment is made, except for records pertaining to terminal buildings and the acquisition of land and easements. Records for terminal buildings shall be kept for the useful like of the terminal building. Records for the acquisition of land and easements shall be kept indefinitely.
 3. The Contractor or Consultant and all subcontractors, sub-consultants, and any other recipients of pass-through funds shall permit any authorized representatives of the Virginia Department of Aviation to inspect and audit all records related to the performance of the contract or agreement, the Master Agreement, or any Grant Agreements, Grant Amendment(s), and Allocations. This shall include, but not limited to the following: the scope of any audit conducted must include those expenditures made by the Commission for the Grant Agreement, Grant Amendment(s), or Allocation, including consultants, sub-consultants, and any other recipients of pass-through funds.