

REQUEST FOR PROPOSALS NO. 20-006

AIRPORT LIVERY/LIMOUSINE SERVICE

THE ROANOKE REGIONAL AIRPORT COMMISSION  
5202 Aviation Drive NW  
Roanoke, Virginia 24012

**February 20, 2020**

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## 1.0 Description of Project

The Roanoke Regional Airport Commission ("Commission") is soliciting this Request for Proposal for Airport Livery/Limousine Service ("RFP") at The Roanoke-Blacksburg Regional Airport ("Airport") from qualified companies ("Company") to provide prompt service to the traveling public.

This summary is intended only to provide prospective Companies with a brief familiarization with the Livery/Limousine Service at the Airport and to generally advise of plans. The Commission does not guarantee the exact accuracy of the statistics herein or that future statistics will be similar.

The following table provides the Airport's total passenger count, per month, during the last three Calendar Years 2017, 2018, 2019.

### ENPLANED PASSENGERS BY MONTH

MONTH	2019	2018	2017
January	23,624	21,356	19,772
February	23,290	21,439	21,478
March	28,866	26,144	25,396
April	29,416	25,310	24,010
May	32,884	31,309	27,171
June	31,355	29,512	27,765
July	30,574	29,345	27,399
August	28,565	27,996	26,652
September	30,160	26,547	25,007
October	34,782	32,126	30,628
November	31,794	30,334	27,276
December	32,284	27,815	26,490

### DEPLANED PASSENGERS BY MONTH

MONTH	2019	2018	2017
January	25,840	22,990	21,592
February	23,218	21,216	20,382
March	29,270	25,951	25,489
April	29,207	27,647	23,850
May	32,142	29,952	26,601
June	30,969	31,031	27,761
July	31,053	29,301	27,026
August	29,814	29,832	28,356
September	30,093	26,313	25,306
October	34,735	32,313	30,384
November	30,985	30,374	26,867
December	29,543	24,683	23,707

Information regarding flight schedules at the Airport may be found on the Commission's website at <http://www.flyroa.com>. The flight information is updated every month and is sorted by airline, monthly information, and year to date totals.

The Airport Livery/Limousine Services operator will have preferential parking areas at the Airport for staging vehicles, one ticket counter and an office in the Airport Terminal Building with considerable visibility to Airport customers and access to walk up customers without a prior reservation requesting transportation to a specific service area. The selected Company will be expected to meet all flights with adequate vehicles to meet the demand of the service area and to provide all passengers a high level of service.

1.01 Operation Services: Airport Livery/Limousine services include providing contract shared ride livery/limousine services ("Airport Livery/Limousine Services") to passengers traveling to or from the Roanoke-Blacksburg Regional Airport. A depiction of the available commercial parking spaces, at the Airport Terminal Building, is shown on **Attachment "1"**.

- 1.02 Current Operations: The Commission currently contracts with one (1) Airport Limousine Service to provide Airport Livery/Limousine services. The Airport Limousine Service has preferential parking areas at the Airport for staging vehicles, and staffs a customer service counter adjacent to the baggage claim area of the Airport Terminal Building. To operate the Livery/Limousine service at the Airport, the company will pay \$100 per parking space for each of the three (3) spaces located at the terminal curb and rent for the counter and office/storage space (current rate = \$59.64/per sq. ft. effective July 1, 2019) in addition to a 10% concession fee calculated on monthly gross receipts. **Bidders should note that the monthly concession fee which must be paid by the successful Bidder will be the greater of one-twelfth (1/12) of the Minimum Annual Guarantee, or the percentage of gross revenues fee ("percentage fee"). The minimum percentage fee to be paid by the selected company shall be ten percent (10%) of Gross Revenues, or no less than the minimum of \$3,500/per month, as more fully described in the Concession Agreement.** A depiction of the available commercial counter and office space, at the Airport Terminal Building, is shown on **Attachment "2"**.
- 1.03 Hours of Operation: The selected Company will be responsible for hiring and managing employees to provide Airport Livery/Limousine Services between the hours of 4:00 a.m. to fifteen (15) minutes after the latest flight, seven days a week.
- 1.04 Security Requirements: Airport Livery/Limousine Services are performed on the public side of the terminal and therefore will not require employees to obtain Security Identification Display Area (SIDA) badges of the Airport.
- 1.05 Evaluation of Proposals: All responsive Proposals that meet the minimum qualifications listed in Section 2.0 will be evaluated by Airport Commission Management Staff. The successful Proposal will be selected and approved by the Commission, as outlined in Section 3.0.
- 1.06 Concession Agreement: The selected Company will be required to execute a Concession Agreement for Airport Livery/Limousine Services ("Agreement"), a sample of which is attached hereto as **Attachment "3" Sample Agreement**, and made a part hereof. The Agreement will be for three (3) years commencing May 1<sup>st</sup>, 2020 and will continue through April 30<sup>th</sup>, 2023. The Agreement may be renewed at the same terms and conditions for two (2), one (1) year periods at the discretion of the Commission. Such renewal will be effective by issuance of an amendment. If all such renewal options are exercised and approved by the Commission, the Agreement will have a final termination date of April 30<sup>th</sup>, 2025. The Agreement will incorporate the selected Company's Proposal, scope of services, and other pertinent requirements and details.
- 1.07 Audit: The selected Company will, at all times, be subject to audit by the Commission or its designee and the Commission will have full access to all materials and records including employee training records developed and prepared during the term of the Agreement.

## **2.0 Minimum Qualifications**

The following minimum requirements have been established as a basis for determining the eligibility of the proposing Company. A proposal will be considered non-responsive unless sufficient documentation is provided to determine whether the Company meets the following requirements:

- 2.01 Within the past five years (from at least February 1, 2015 to present), Company must have three or more years experience of continuous operation and management of an Airport Livery/Limousine Service.

- 2.02 Company must have at least one year of experience in the successful operation of a public ground transportation service in the Roanoke area.
- 2.03 Company must be able to demonstrate the financial capability to finance or purchase the necessary vehicles and equipment prior to March 6<sup>th</sup>, 2020 that are required to provide the services listed in Section 5.01, and to hire and compensate their employees for the operation of the Airport Livery/Limousine Service.
- 2.04 Company must be able to demonstrate its ability to obtain the required insurance coverage's and limits as listed in Section 8.02 of this RFP.

**3.0 Technical Evaluation**

- 3.01 Objective: It is the Commission's intention to solicit proposals from qualified Companies; to evaluate proposals; to negotiate terms; and to award a contract to the Company whose proposal is determined to serve the best interest of the Commission.
- 3.02 Evaluation and Recommendation: The Commission reserves the right to request additional information and clarification of any information submitted, including any omission from the original proposal. Company will be expected to cooperate fully with such a request. In addition, the Commission may schedule interviews with the Company as part of the evaluation process. If scheduled, the interviews will be used to clarify information provided by the Company.

The following evaluation criteria have been established to determine which Company will best contribute to the overall project goals of the Commission. Each evaluation criteria is further detailed in **Attachment "4" Rating Criteria**, which is attached hereto and made a part hereof.

- Company's Qualifications, Experience & Performance: Weight – 25%
- Company's Proposed Operational Plan and Procedures: Weight - 35%
- Quality Control Measures
- Level of Service to Customers
- Management Qualifications and Experience: Weight - 25%
- Company's Proposed Fees: Weight – 15%

The technical evaluation will be made on the basis of comparative fulfillment of the criteria where 0 is non-responsive and 10 is the highest score. Total scoring is a mathematical extension of the criteria score times the weight.

- 3.03 Selection: The selection and approval of the selected Company will be made by the Commission in accordance with its competitive selection process. Airport Commission Management Staff will evaluate the proposals on the basis of the guidelines set forth in this RFP and present its findings to the Commission. The Executive Director will present the findings and a recommendation to the Commission at the March 24<sup>th</sup>, 2020 Commission meeting. The Commission will then make a final selection for contract negotiation and award.

The Commission reserves the right to modify this schedule during the RFP process with at least five days written notice by email or fax to the Companies.

- 3.04 Contract Execution: The Commission will transmit to the selected Company copies of the actual Agreement for execution. The Company agrees to deliver two (2) duly executed Agreements to Commission within twenty (20) days from the date of receipt of said notice and Agreements.

**4.0 Solicitation Schedule**

- 4.01

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP posted on Airport's website	Thursday Feb. 20 <sup>th</sup> , 2020
Question/clarification deadline	Thursday Feb. 27 <sup>th</sup> , 2020
Final Addenda, if any, posted to Airport's website	Monday March 2 <sup>nd</sup> , 2020
Proposal Submission Deadline	Friday March 6 <sup>th</sup> , 2020
Technical evaluation	Tuesday March 10 <sup>th</sup> , 2020
Selection and Award by Commission	Tuesday March 24 <sup>th</sup> , 2020
Services begin	May 1st, 2020

## 5.0 Scope of Services

The provision of Livery/Limousine Services at the Airport is non-exclusive. The selected Company will be required, at a minimum, to provide the services, personnel, and equipment listed below.

### 5.01 Services

- A. The Airport Livery/Limousine Service will operate from 4:00AM until fifteen (15) minutes after the latest flight, seven days a week. Staffing levels will be sufficient to meet the customer demand.
- B. Company will pick up customers to and from the Airport and deliver to customer's designated destination, and provide a high level of customer service to the traveling passengers.
- C. Company will staff the counter during its service hours in the Terminal Building to assist walk-up customers without a prior reservation requesting transportation to their designated destinations, and provide a high level of customer service to the traveling passengers.
- D. Company shall provide reasonable and timely service to the Airport from points in the Airport's service area for passengers who desire such service.
- E. Company shall drop off passengers at the Terminal Building.
- F. The selected Company will have in place a specific written procedure/policy for handling complaints that is responsive, timely, seeks resolution, and maintains the countenance of a first-class operation. The procedure/policy will be reviewed by the Commission and the selected Company will incorporate and adhere to any changes or additions that the Commission deems necessary.
- G. The selected Company will comply with applicable federal, state, and local laws and Airport Rules and Regulations as are now or may be prescribed by Commission.
- J. The selected Company will not solicit business in anyway in the Terminal Building or designated parking area; except, when drivers are sitting in or standing immediately adjacent to their vehicle, or immediately adjacent to the counter space in the Terminal Building. The selected Company shall restrict their employees to the immediate vicinity of their vehicle or the immediate vicinity of their Terminal Building counter.
- K. The selected Company will maintain on file with the Airport Director's office a current fare schedule throughout the term of the Agreement and shall charge reasonable fares. Fares shall be subject to the Executive Director's approval; such approval will not be unreasonably withheld.

## 5.02 Personnel

- A. All personnel shall be considered to be, at all times, the employees or agents of the selected Company and not employees or agents of the Airport.
- B. The selected Company will provide key personnel for the management of the Airport Livery/Limousine Services including managers, supervisors, dispatchers, drivers, and an employee assigned to staff the terminal counter until all flights are met.
- C. The selected Company will provide an adequate number of properly trained employees to ensure that the public receives prompt and courteous service at all times, and to meet the requirements of this Agreement.
- D. The selected Company's drivers shall have chauffeurs' licenses and/or CDL license for the purpose of transporting passengers for hire as required.
- E. The selected Company's Livery/Limousine employees will be uniformed, clean, and neat in appearance, properly identified and courteous at all times. No Livery/Limousine employee shall use improper language, act in a loud, boisterous, or other improper manner, or smoke on the premises. The Company will be solely responsible for the conduct and performance of its employees.
- F. The selected Company will have in place customer service training policies and procedures stating the initial and recurrent training plan accompanied by a manual/handbook that will be provided to the Executive Director or his/her designee. The Company will incorporate and adhere to any additions or modifications to said manual that the Executive Director or his/her designee may deem necessary. Company's training records will be subject to audit by the Executive Director or his/her designee.
- G. The selected Company will immediately remove and keep removed from its payroll at the Airport any employee who participates in illegal acts or misconduct on Airport property, who violates Airport Rules and Regulations or who, in the opinion of the Company or Executive Director or his/her designee, is otherwise detrimental to the public interest at the Airport.

## 5.03 Vehicles

- A. **Vehicle Specifications:** The selected Company will be responsible for procuring and maintaining a minimum of six (6) vehicles to be used exclusively in the Livery/Limousine Service operation. The vehicles will have a passenger rated capacity of more than four (4) and less than fifteen (15), exclusive of the driver; no more than nine model years old; air-conditioned, clean, neat in appearance, and safe for operation. In addition, vehicles must have such other features as are common to first-class, late-model livery/limousine transportation; and be subject to approval by the Executive Director or his/her designee. The vehicles may not have any fare-metering device installed. Upon request by the Executive Director or his/her designee, the Company will furnish the Executive Director or his/her designee a complete listing of all vehicles in service at the Airport, including year, make, model, mileage, capacity, and general description, as well as a photograph of each type of vehicle in service.
- B. **Maintenance:** The selected Company will be responsible for the complete maintenance of the vehicles and shall have an appropriate maintenance schedule and records for each vehicle in its fleet. Said maintenance records will be subject to audit by the Executive Director or his/her designee.
- C. **Operating Condition:** The selected Company will at all times provide equipment that is first class, safe, and in good condition. If the Commission staff observes a vehicle that

is not in first class, safe and in good condition, Commission staff will require the Company to remove that vehicle from its fleet.

## 6.0 Fees and Payment

The selected Company will pay to the Commission, throughout the full term of an Agreement, amounts consisting of the following:

- 6.01 Counter Space and Storage Area Rent: The selected Company will pay as rent for the counter space and office area adjacent to the booth space a fixed amount of \$1,529.22 (\$59.64/per sq. ft./yr effective July 1, 2019) in equal monthly installments. The rental amount is calculated annually and may vary from year to year. The selected company will be notified at least 30 days in advance of a change of square footage rates.
- 6.02 Parking Space Rent: The selected Company will pay as rent for three (3) parking spaces near the Terminal Building a fixed amount of \$100 per space per month. The spaces shall be designated by the Executive Director or his/her designee and Executive Director or his/her designee may reallocate spaces from time to time as deemed necessary. The selected Company will lease a minimum of three (3) spaces during the term of the Agreement. In addition, the selected Company will have the right to park ten (10) commercial vehicles in the overflow parking lot or another location as designated by the Executive Director or his/her designee. If selected company requires parking for more than ten (10) spaces, they will be charged \$30.00/space/per month during the term of the agreement.
- 6.03 Concession Fee: The selected Company will pay as a concession fee, 10% of the monthly gross receipts received each month as reported monthly to the Commission.

## 7.0 Term of Agreement

The term of the Agreement is anticipated to be for three (3) years commencing on May 1<sup>st</sup>, 2020 and will continue through April 30<sup>th</sup>, 2023. The Agreement may be renewed at the same terms and conditions for two (2), one (1) year periods at the discretion of the Executive Director or his/her designee. Fees and payments will be paid by the selected Company on a monthly basis, as specified in the Agreement, for the entire term. Commission shall have the right to terminate the Agreement as specified in the Sample Agreement.

## 8.0 General Terms and Conditions

- 8.01 Binding Offer: Company's proposal, including price quotations, will remain valid for a period of 120 days following the proposal deadline and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a proposal shall be taken as prima facie evidence that the Company has familiarized itself with the contents of the RFP.
- 8.02 Insurance: The successful Company must provide the insurance coverage and limits as outlined below: **Attachment "5" Contractual Insurance Terms and Conditions Operating Directive.**
  - A. **Insurance Terms and Conditions: Provider shall maintain limits of no less than Commonwealth of Virginia statutory limits or Federal limits as listed below. If Virginia statutory limits or Federal limits should change, the Airport insurance requirements and limits will change accordingly:** The following minimum limits and coverage will be maintained by Company throughout the term of the Agreement. In the event of default on the following requirements, Commission reserves the right to take whatever actions deemed necessary to protect its interests. Liability and property policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the Roanoke Regional Airport Commission, and their employees, agents, and representatives are listed as additional insured.
  - B. Required Coverage – Minimum Limits as follows unless other regulations or provisions of law require higher limits:



**Business Automobile Liability Insurance: The minimum limits of Business Auto Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired, and non-owned equipment are:**

**Intrastate Automobile Liability - Bodily Injury and property damage**

Primary Commercial Automobile Liability, as required, for Corporate/Business use vehicle non-owned and hired coverage.

Private Passenger type vehicles (includes taxis): \$125,000 minimum

7-15 passengers (including driver): \$1,500,000 minimum

Vehicles with a seating capacity of 16 passengers or more (including driver): \$5,000,000 minimum

**Interstate Automobile Liability – Federal Law for Interstate Commerce (ICC) Travel**

Primary Commercial Automobile Liability, as required, for Corporate/Business use vehicle non-owned and hired coverage.

Vehicles with seating capacities of 1-15: \$1,500,000 minimum

**Umbrella Liability Insurance or Excess Liability Insurance:** may be used to reach the limits of liability required for the Commercial General Liability and the Business Automobile Policy. If applicable, the amounts specified as Agreement Specific shall be an initial layer of coverage which shall be applicable only to claims arising out of, or in connection with, the work performed or the use or occupancy of Airport premises in connection with this Agreement and shall not be reduced or diminished in any manner by claims resulting from other than the work performed or the use or occupancy of Airport premises in connection with this Agreement. The amounts specified as Total Limits shall be the total minimum limits required, including the initial layer.

- 8.03 Proposal Guaranty: All Companies must submit with its proposal, a proposal guaranty deposit in the form of a bank certified or cashier's check or a proposal bond in the amount of **\$5,000** and payable to the Commission, which the Commission will hold until the Agreement is executed with the selected Company. A sample proposal bond is attached hereto as **Attachment "6"** and made a part hereof. Failure to submit a proposal guaranty deposit will result in rejection of proposal as non-responsive. Failure on the part of the selected Company to enter into good faith negotiations towards a final Agreement with the Airport within ten (10) business days of notice of selection shall result in forfeiture of the Company's security as liquidated damages. Thereafter, the Commission may award the Agreement to another Company. Upon final execution of an Agreement, security will be returned to Companies not selected by the Commission.
- 8.04 Compliance: Companies shall comply with all federal, state, and local government directives, orders, policies, and laws, observe, and abide by all procedures, rules, and regulations promulgated from time to time by the Executive Director or his/her designee or Airport Commission Staff as applicable to this proposal and subsequent agreement.
- 8.05 Non-Exclusivity of Agreement: The successful Company understands and agrees that any resulting contractual relationship is non-exclusive and the Commission reserves the right to provide the services described herein itself, contract with more than one Company or seek similar or identical services elsewhere if deemed in the best interest of the Commission.
- 8.06 Collusion: More than one proposal from the same Company under the same or different names will not be considered. Reasonable grounds for believing that a Company is submitting on more than one proposal will cause the rejection of all proposals in which Company is involved. Those proposals will be rejected if there is reason for believing that collusion exists among Companies, and no participant in such collusion will be considered in any future proposals for

the provision of services for the next six (6) months following the date of the proposal submission.

- 8.07 Hold Harmless: The successful Company shall hold the Commission harmless from and against all suits, claims, demands, damages, actions and/or causes of action of any kind or nature in any way arising from its activities on the Airport and shall pay all expenses in defending any claims made against the Commission by reason of tenancy and activities on the Airport in accordance with the Indemnification Article in the Agreement.
- 8.08 Governance: If any of the language or information in this RFP conflicts with language in the Agreement as prepared by the Commission, the language of the final Agreement, as executed, will govern.
- 8.09 Public Disclosure: All proposals and other materials or documents submitted by Company in response to this RFP will become the property of the Commission. The Commission is subject to the open records requirements of the Commonwealth of Virginia, and as such, all materials submitted by Company to Commission are subject to disclosure. Company specifically waives any claims against Commission related to the disclosure of any materials if made under a public records request.
- 8.10 Airport Concession Disadvantaged Business Enterprise (“ACDBE”): It is the policy of Commission that ACDBEs shall have the maximum opportunity to compete for and participate fairly for concession-related contracting opportunities at the Airport. It is further the policy of the Commission to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of concessions. The requirements of 49 CFR Part 23, regulations of the USDOT, and the Commission’s ACDBE program apply to this RFP and the resulting Agreement.

Goals for participation by ACDBEs are established for each concession contract with ACDBE subcontracting opportunities. An ACDBE specific goal has not been established for the value of goods and services purchased under the Agreement. The Commission encourages the Companies to seek to use ACDBE firms throughout the term of the Agreement. Additional assistance may be obtained by calling the Commission’s DBE Liaison Officer, Mr. David Jeavons at (540) 362-1999.

Companies also are required to submit a completed “Letter of Intent,” the form of which is included in **Attachment “7”**, for each ACDBE proposed to be used during the term of the Agreement. Each Letter of Intent must include the following information: (1) the names and addresses of each ACDBE that will provide goods and services under the Agreement; (2) a description of the goods and services each named ACDBE will provide; (3) the dollar amount of the goods and services to be purchased from each named ACDBE; (4) written and signed documentation of Company’s commitment to use an ACDBE whose participation it submits to meet the goal; (5) written and signed confirmation from each ACDBE proposed by Company(s) to participate in the Agreement as provided in Company’s Assurance; and (6) a copy of each named ACDBE’s certification letter. The Commission reserves the right to require additional and supplemental information solely for the purpose of clarifying the ACDBE information submitted by Company(s).

Companies are encouraged to contact the Commission’s Liaison Officer, Mr. David Jeavons at 540-362-1999.

## **9.0 Response Requirements and Proposal**

Companies are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposals sent by facsimile (FAX) or e-mail will NOT be accepted. Any proposal received after 2PM EST on **March 6<sup>th</sup>, 2020** may be deemed unresponsive and may be returned to Company unopened.

Company shall carefully review and address all of the evaluation factors outlined in this RFP as well as respond to **all** questions contained in Section 10.0 Outline Format for Response. In order to be considered, Company must be able to demonstrate that it meets the minimum qualifications established in the RFP and has the ability to provide the required services as listed in this RFP. Failure to provide

documentation necessary to demonstrate that the Company meets the minimum qualifications will cause the proposal to be rejected as non-responsive.

- 9.01 Number of Proposals: (1) Original (clearly marked "ORIGINAL") and (2) Copies of the original and one compact disk (CD) or Universal Serial Bus portable flash memory card (USB flash drive) containing a copy of the original response in **pdf** format.
- 9.02 Delivery of Proposals: The Executive Director's Office is open Monday through Friday, 8:00 a.m. to 5:00 p.m., EST, excluding major holidays.

The delivery of the proposal to the Airport prior to the deadline is solely and strictly the responsibility of the Company. **The proposal delivery deadline is March 6<sup>th</sup>, 2020 no later than 2pm (EST).** Proposals must be delivered to the physical location listed below. The Commission will in no way be responsible for delays caused by delivery services or for delays caused by any other occurrence. If you have any questions concerning the delivery of your proposal, please contact Dani Poe, Business Manager at (540)362-1999.

All proposals shall be sealed and labeled as follows:

**SEALED PROPOSAL: RFP Airport Livery/Limousine Service**

Proposals must be submitted to:                   The Roanoke Regional Airport Commission  
Office of the Executive Director  
5202 Aviation Drive, NW  
Roanoke, Virginia 24012  
Attn: Dani Poe

- 9.03 Execution of Proposal: The proposal shall be executed by Company, or an official of Company's firm authorized to do so as stated in this RFP under Section 10.0, Outline Format for Response, Tab 10 Acknowledgement of Proposal Required.
- 9.04 Preparation of Proposals: All questions must be completed in full, as a condition of the RFP.

Proposals shall be:

- typed
- double-spaced
- each page numbered at the bottom (one side of the paper only)
- stapled or otherwise bound
- assembled in organized sections
- contain a table of contents
- each section **TABBED** with a title and section number for each **TAB**

- 9.05 RFP Process: The RFP shall in no manner be construed as a commitment on the part of the Commission to award a contract. The Commission reserves the right to reject any or all proposals; to waive minor irregularities in the RFP process or in the responses thereto; to re-advertise this RFP; to postpone or cancel this process; select and procure parts of services; to change or modify the RFP schedule at any time; and to negotiate an Agreement with another qualified Company if an Agreement cannot be negotiated with the selected Company or if the selected Company's performance does not meet the requirements in this RFP and/or Agreement.
- 9.06 Cost of Preparation: All costs associated with attending the pre-proposal meeting and preparing and delivering a proposal to this RFP shall be borne entirely by the Company. The Commission will not compensate the Company for any expenses incurred by the Company as a result of this RFP process.
- 9.07 RFP Compliance: It is the responsibility of each Company to examine carefully this RFP and to judge for itself all of the circumstances and conditions which may affect it's proposal. Any data furnished by the Commission is for informational purposes only and is not warranted. Company's use of any such information shall be at Company's own risk. Failure on the part of any Company to examine, inspect, and to be completely knowledgeable of the terms and conditions of the Agreement, operational conditions, or any other relevant documents or

information shall not relieve the selected Company from fully complying with this RFP. Proposals submitted early by Companies may be withdrawn or modified prior to the proposal deadline. Such requests must be in writing. Modifications received after the proposal deadline may not be considered.

9.08 Requests for Interpretation or Clarification: No oral interpretation or clarification of the RFP will be made to any Company. If discrepancies or omissions are found by any prospective Company, or there is doubt as to the true meaning of any part of the RFP, a written request for a clarification or interpretation must be submitted by e-mail as follows: dani.poe@flyroa.com.

It is the responsibility of the Company to verify the Commission received the request. **To be given consideration, such requests must be received no later than February 27<sup>th</sup>, 2020 by 5pm EST.**

- 9.09 Addenda: All such interpretations and any supplemental instructions will be in the form of a written **addendum or clarification and will be emailed to those Companies who've requested an RFP.** The Company will be responsible for including any such addenda in its submitted proposal. Failure of any Company to receive any such addendum or clarification shall not relieve said Company from any obligation contained therein.
- 9.10 Warranty: The Company warrants that the Proposal submitted is not made in the interest of or on behalf of any undisclosed party; that the Company has not, directly or indirectly, induced any other Company to submit a false proposal; or that Company has not paid or agreed to pay to any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in attempting to procure the contract for the privileges granted herein.
- 9.11 Opening: There will be no "formal" proposal opening for this RFP. Proposals will be opened and evaluated, after the published **proposal deadline of 2pm (EST) on March 6<sup>th</sup>, 2020** at the Office of the Executive Director, The Roanoke Airport Commission, 5202 Aviation Drive, NW Roanoke, Virginia 24012. See Section 3.0 Technical Evaluation, for further information.
- 9.12 Supplemental Information: The Commission reserves the right to request any supplementary information it deems necessary to evaluate Company's experience or qualifications and/or clarify or substantiate any area contained in the Company's response. All Companies will be treated equally concerning this item.
- 9:13 Interviews: The Commission may schedule interviews with the Company as part of the evaluation process. If scheduled, the interviews will be used to clarify information provided by the Company.

## 10.0 Outline Format for Response

Each section of the proposal must be **TABBED and LABELED with the section title** in accordance with the following outline. Sequentially number all pages within each **TAB**. Company shall submit the following information:

### TAB 1 – Company Information

- A. Company's legal name
- B. State of incorporation
- C. Phone number
- D. Principal office address
- E. Ownership:
  - ( ) Corporation
  - ( ) Partnership
  - ( ) Joint Venture
  - ( ) Sole Proprietorship
  - ( ) Other (explain)

**IF A PARTNERSHIP. ANSWER THE FOLLOWING**

1. Date of Organization: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_
2. General Partnership ( ) Limited Partnership ( )
3. Partnership Agreement recorded? Yes ( ) No ( )  
Date                      Book                      Page                      County                      State
4. Has the Partnership done business in Virginia?  
Yes ( ) No ( ) When?
5. Name, Address and Partnership share of each general partner:

	NAME SHARE	ADDRESS	
a.	_____	_____	%
b.	_____	_____	%
c.	_____	_____	%
d.	_____	_____	%

**IF A CORPORATION. ANSWER THE FOLLOWING**

1. Incorporation date? \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_
2. State where incorporated?
3. Is the corporation authorized to do business in Virginia?
  - (a) Yes ( ) No ( ) If so, as of what date?
  - (b) If Virginia is not state of incorporation:
    - i) Address of the registered office in Virginia;
    - ii) Name of registered agent in Virginia at such office;
    - iii) Attach Certificate of Authority (from Virginia State Corporation Commission) to transact business in Virginia.
4. The Corporation is held Publicly ( ) Privately ( )
5. Furnish the name, title and address of each officer, director and principal shareholders owing ten percent (10%) or more of the corporation's issued stock.

OFFICER'S NAME	POSITION
_____	_____
_____	_____
_____	_____

DIRECTOR'S NAME	ADDRESS	PRINCIPAL BUSINESS AFFILIATION OTHER THAN PROPOSER'S DIRECTORSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____

PRINCIPAL SHAREHOLDERS

ADDRESS

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**IF A JOINT VENTURE. ANSWER THE FOLLOWING**

1. Date of Organization?        / \_\_\_\_ /
2. Joint Venture Agreement recorded? Yes ( ) No ( )

Date	Book	Page	County	State
------	------	------	--------	-------

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3. Has the Joint Venture done business in Virginia?

Yes ( ) No ( ) When?

4. Name, address and Percent of Ownership of each Joint Venturer:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- F. Company contact for the RFP process:

Name  
Phone and fax number  
E-mail address

- G. Does Company provide services to anyone related to or employed by the Airport, including Commission members? \_\_\_ Yes \_\_\_ No    If yes, explain.

**TAB 2 – Minimum Qualification Documentation**

The Company must demonstrate that it meets the minimum qualifications for this RFP. Failure to provide the information may result in rejection of the proposal. The following information must be provided to determine if the Company meets the minimum qualifications for this RFP:

- A. Information documenting that Company has three or more years experience within the past five years (from at least February 1, 2015 to present) of continuous operation and management of a Livery/Limousine Service. Include for each such Livery/Limousine operation at a minimum the following:
  1. Name and address of the entity to which Company provided the services
  2. Contact person with the entity, phone number, and email
  3. Beginning and end date of the contract
  4. Description of the services provided
  5. Size of vehicle (passenger capacity)
  
- B. List the following information to demonstrate that the Company has at least one year of experience in the successful operation of a public ground transportation service in the Roanoke Airport Service Area.

1. Name of company or entity in Roanoke Airport Service Area for which the Company has provided public ground transportation service.
  2. Company or entity's address.
  3. Company or entity's contact person's name.
  4. Contact person's phone number.
  5. Beginning date and ending date of service.
  6. Location of the contracted public ground transportation service.
  7. Description of the contracted transportation services provided.
- C. Provide a copy of the Company's certificates or permits issued by the City of Roanoke, and the Commonwealth of Virginia; or provide documentation that demonstrates that the Company has the ability to obtain the required certificates or permits prior to March 6, 2020.
- D. Provide a copy of the Company's certificate of insurance or letter from insurance agent demonstrating Company's ability to obtain the required insurance as outlined in Section 8.02 of this RFP.
- E. Provide the following information to demonstrate that the Company has the financial capabilities to finance or purchase the necessary vehicles prior to March 6, 2020 that are required to provide the services listed in Section 5.01 for the proposed Service Area(s):
1. An explanation of Company's financial responsibility and resources that would be used to purchase the vehicles proposed for the Livery/Limousine Services. Include, for example, a letter of credit, documentation of a line of credit or account from the manufacturer or dealer, or a letter on a bank's letterhead stating Company is approved to finance the required amount.
  2. Provide Company's most recent two years audited financial statements, prepared by an independent Certified Public Accountant for the Company in accordance with generally accepted accounting principles promulgated in the United States of America, and any of its partners or joint ventures. If audited financial statements are unavailable, submit both 1) in-house financial statements may be substituted provided the Company attaches an affidavit thereto signed by the President of the Company stating that to the best of his/her knowledge and belief the financial statements are a true, accurate, and fair representation of the financial status of Company. 2) The prior two (2) years of the Company's signed tax returns. **Financial records should be marked as "Confidential" when submitted.**
  3. Indicate whether Company or any entity presently or previously affiliated with Company, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment for the benefit of creditors, or otherwise sought relief from creditors. Explain the circumstances.

**TAB 3 – Company's Qualifications and Experience**

- A. Provide a minimum of three (3) letters of reference from clients, regulatory agencies, civic associations, or chambers of commerce that outline the Company's prior performance providing transportation services.
- B. Has the Company had a services agreement terminated prior to the scheduled termination date of the agreement?  
       \_\_\_yes \_\_\_no

If yes, explain the reasons for the termination of the agreement, the date the agreement began, and the date the agreement was terminated.

#### **TAB 4 – Management Capability**

Provide an explanation of the Company's management structure. Include at a minimum the following:

- A. An organization chart.
- A. A resume for each of the key personnel responsible for the management of the Livery/Limousine as outlined in this RFP, including managers, supervisors, and dispatchers. The resumes should include each individual's experience in the transportation industry and in similar operations as outlined in this RFP.
- C. A list of job duties and responsibilities of each of the key personnel identified in TAB 4, #B, above.

#### **TAB 5 – Proposed Operational Plan**

Provide the following operation information:

- A. Describe the Company's operating plan to ensure reasonable and timely service to the Roanoke Service Area. Include an explanation of the following:
  - 1. Customer wait time, what trip time to destination will be considered normal, the maximum number of enroute stops and how these requirements will be met.
  - 2. The Company's plan to market the services that include telephone and on-line reservation services.
- B. Explain the Company's experience with the Roanoke Service Area.
- C. Provide a schedule of proposed rates for the service to Southwest Virginia cities including City of Roanoke, Town of Vinton, City of Blacksburg, Town of Lexington, etc.
- D. Describe the Company's revenue control procedures to prevent drivers from overcharging customers.
- E. Describe the vehicles proposed to be used to provide service to the Roanoke Service Area. Include specifications, pictures, and/or brochures depicting the vehicles.
- F. Indicate the number of proposed vehicles that Company will use to provide services to the Roanoke Service Area and the number and types of vehicles that are currently available.
- G. Explain the Company's ability to obtain the number of vehicles needed to service the Roanoke Area.
- H. Describe how emergency replacements or extra vehicles will be provided when needed.
- I. Describe any customer loyalty program in which you participate.

#### **TAB 6 – Company's Proposed Fees**

Company is presumed to be familiar with Section 6, whereas the selected Company will pay as rent for the 307.69 sq. ft of counter space and office area adjacent to the booth space a rental fee for use of the counter premises which shall be equal to the rental paid by the Commercial Air Carriers and which amount is established each fiscal year by the Commission. (The fee for the fiscal year



beginning July 1, 2019 is \$ 59.64 per square foot per year.) In addition, the selected Company will pay as rent for three (3) parking spaces near the Terminal Building a fixed amount of \$100 per space per month. Free parking for no more than ten (10) vehicles is offered in the Public Parking Overflow Lot. If parking for more than ten (10) vehicles is required, the selected Company will be required to rent the additional spaces at \$30.00/per space per month.

Concession Fee: The selected Company will pay as a minimum concession fee, 10% of the monthly gross receipts received each month. (Minimum concession fee cannot be less than \$3,500/month.)

Concession Fees. Lessee agrees to pay to the Commission for each Lease Year of the Term of this Concession, for the rights and privileges herein granted by the Commission to Lessee, the greater of: (1) a minimum annual rental and fee (hereinafter referred to as "Minimum Annual Guarantee" or "MAG") in the amounts set forth below opposite the respective Lease Year; or, (2) Ten Percent (10%) of Lessee's Gross Revenues for such Lease Year.

Lease Year	Minimum Annual Guarantee
First through Twelfth month (First Lease Year) :	\$ 42,000
Thirteenth through Twenty-fourth month (Second Lease Year) :	\$ 42,000
Twenty-fifth through Thirty-sixth month (Third Lease Year) :	\$ 42,000

Rent based on Ten Percent (10%) of Lessee's Gross Revenues is hereinafter referred to as "Percentage Fee" whether for a Lease Year or a part thereof.

Years 4 and 5 will be applicable only if Commission exercises its renewal option as described in Section 7.0, Term of Agreement

#### **TAB 7 – ACDBE Participation Documentation**

Complete **Attachment “7”**, ACDBE Assurance and Participation and Letter of Intent in order to demonstrate that the Company will pursue purchasing good and services from certified ACDBEs. Certified ACDBEs can be located at <http://sbsd.virginia.gov/>.

#### **TAB 8 – Supplemental Information**

Company may submit any supplemental information it deems important to the evaluation of the proposal, including any unique or specialized services not specifically addressed or considered in the RFP. Any supplemental information or attachments provided by Company must also indicate, on each page, the item in this RFP to which it pertains.

#### **TAB 9 – Exceptions**

The Company must thoroughly review the RFP, its attachments and **Sample Agreement**. In the event that the Company desires to take exception to any term or condition set forth in the RFP, its attachments and **Sample Agreement**, said exceptions must be clearly identified and listed in this TAB.

\_\_\_ No, the Company has no exceptions to the RFP, its attachments and **Sample Agreement**. (This means that the Company, if selected, is prepared to sign Sample Agreement as written.)

\_\_\_ Yes, the Company has exceptions to the RFP, its attachments or **Sample Agreement**. The Company has attached a list of the exceptions.

**NOTE:** *If the Company proposes changes in this TAB to material terms which are unacceptable to the Commission, the requested changes may result in an inability to finalize an agreement.*

**TAB 10 – Acknowledgement of Proposal Required**

The submittal of this proposal is a duly authorized, official act of the Company and the undersigned officer of the Company is duly authorized and designated by Resolution of the Company to execute this proposal on behalf of and as the official act of the Company, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Company Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

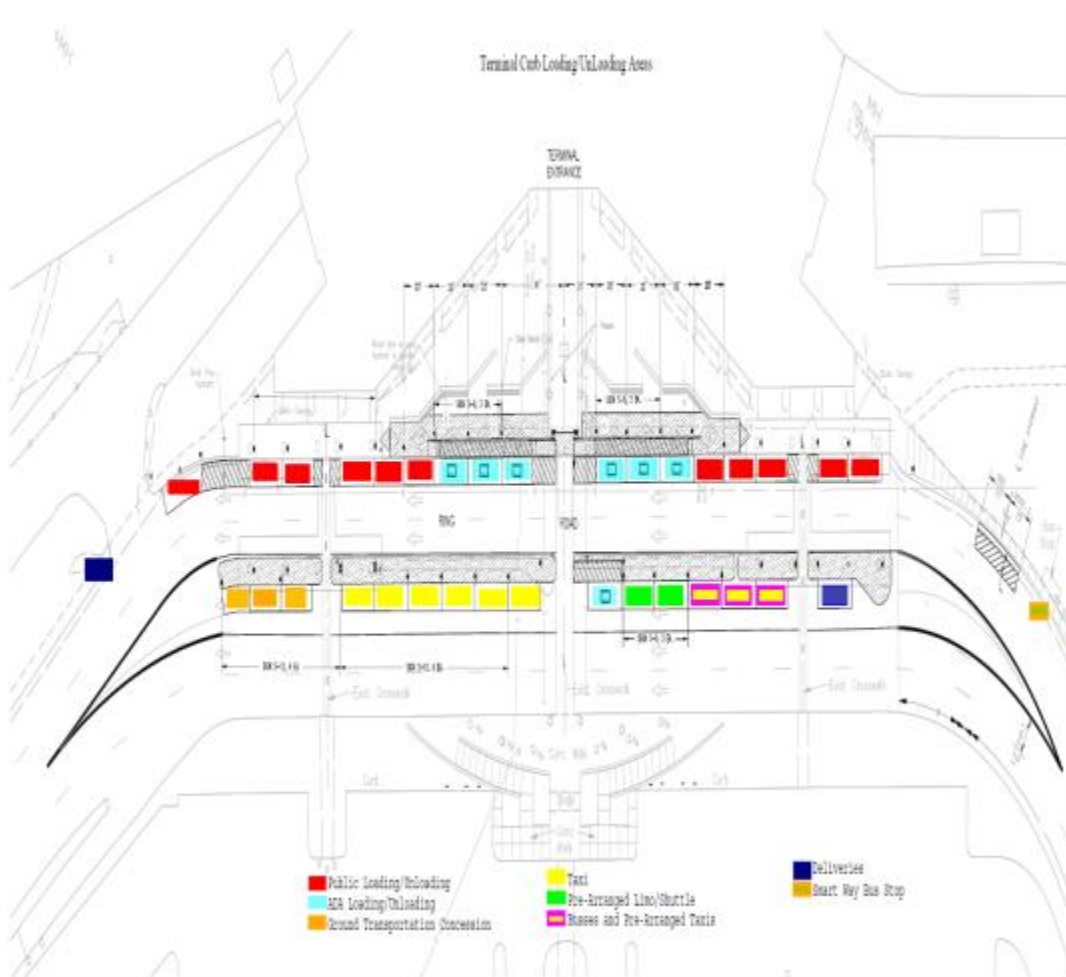
**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

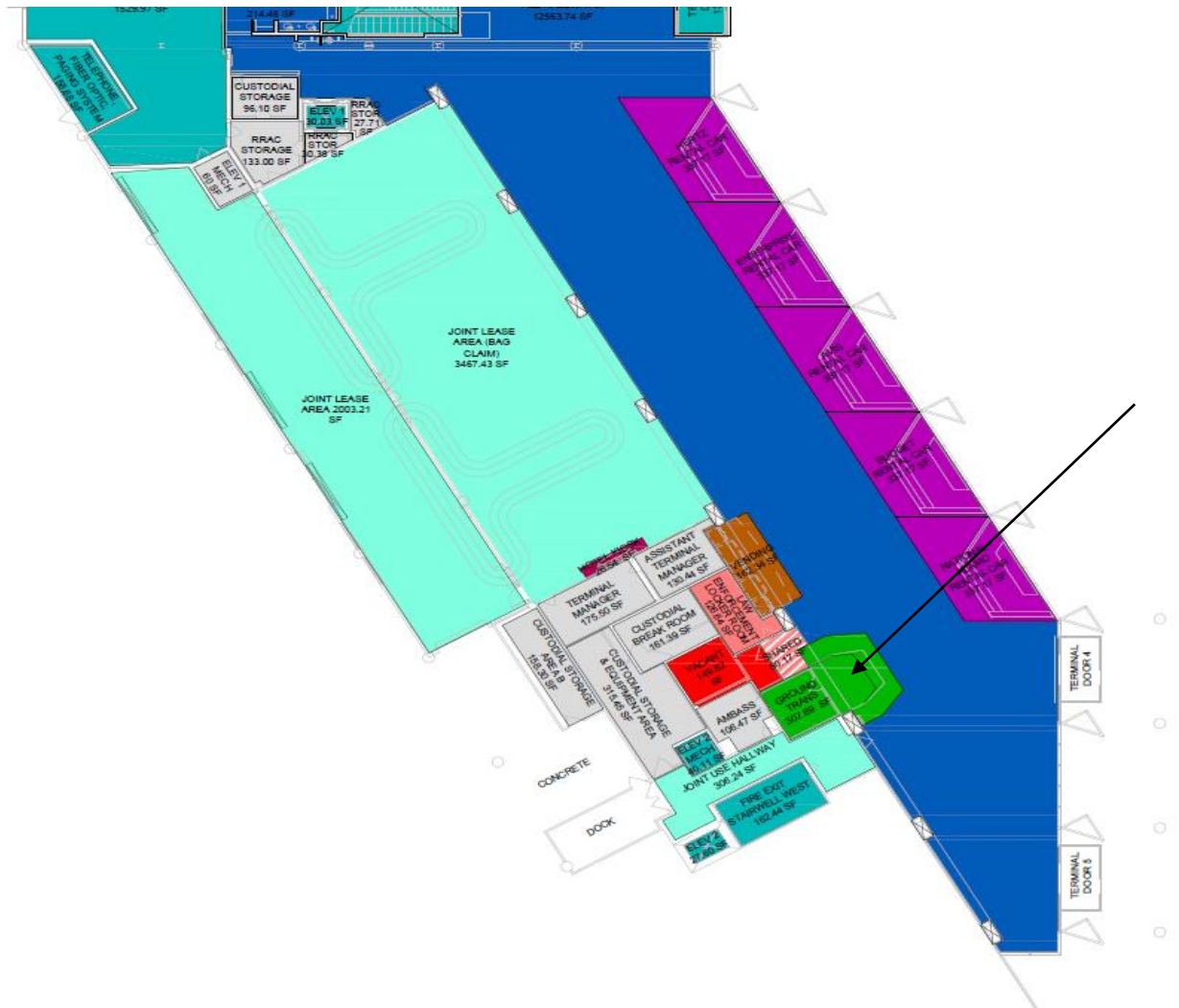
**Business Address:** \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT "1" AIRPORT LIVERY/LIMOUSINE SPACES**  
 (Three (3) Livery/Limo spaces designated for this RFP – are shown in Gold below)



## ATTACHMENT "2" COUNTER AND OFFICE SPACE AVAILABLE WITH THIS RFP



**ATTACHMENT "3" SAMPLE AGREEMENT**

ROANOKE REGIONAL AIRPORT COMMISSION  
AIRPORT LIVERY/LIMOUSINE SERVICE AGREEMENT  
THE ROANOKE-BLACKSBURG REGIONAL AIRPORT

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Exhibit A – Operational Areas

Exhibit B –Parking Areas

**AIRPORT LIVERY/LIMOUSINE SERVICE  
SERVICE AGREEMENT  
THE ROANOKE-BLACKSBURG REGIONAL AIRPORT**

THIS AIRPORT LIVERY/LIMOUSINE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into this \_\_\_\_\_ day \_\_\_\_\_, 2020, by and between the Roanoke Regional Airport Commission, hereinafter referred to as "Commission," operators of The Roanoke-Blacksburg Regional Airport, 5202 Aviation Drive, NW, Roanoke, Virginia 24012, hereinafter referred to as "Airport" and \_\_\_\_\_, a corporation organized and existing under the laws of the state of \_\_\_\_\_, and authorized to conduct business in the Commonwealth of Virginia, hereinafter referred to as "Company," individually and collectively referred to as "Party" or "Parties."

WITNESSETH:

WHEREAS, Commission controls, operates and maintains an airport in the City of Roanoke, Commonwealth of Virginia, known as The Roanoke-Blacksburg Regional Airport which includes a passenger terminal building (hereinafter referred to as "Terminal Building") and parking facilities; and

WHEREAS, the Airport contracts with qualified companies, on a non-exclusive right and privilege basis, to provide Livery/Limousine Services for travelers using the Airport; and

WHEREAS, Company is fully qualified to provide the management, staffing, and services for the operation of the Livery/Limousine Services, hereinafter referred to as "Livery/Limousine Service," designated hereunder; and

WHEREAS, Company has been awarded this Agreement through a Request for Proposals for Airport Livery/Limousine Services.

NOW, THEREFORE, for and in consideration of the mutual covenants hereof, the parties hereto do hereby agree as follows:

ARTICLE 1 RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2 LIVERY/LIMOUSINE SERVICES

- 2.01 Company hereby agrees to operate in accordance with the City of Roanoke, and to operate at the Airport in accordance with all the terms and conditions of this Agreement. The Livery/Limousine Services operational areas are depicted in Exhibit "A."
- 2.02 Company may not use the operational areas of any other areas of the Airport for any commercial or other activity except as provided this Agreement.
- 2.03 Commission reserves the right to expand, reduce, or modify the operational areas described above or to create additional facilities to serve the traveling public, in its sole discretion. Upon

completion of any expansion, reduction, or modification to the operational areas, such areas will be included in this Agreement by letter and without formal amendment.

- 2.04 Company will not, at any time during the term of this Agreement, abandon, terminate, or cease to operate the Livery/Limousine Services without prior written approval from Commission.
- 2.05 Company employees, including but not limited to owners, operators, or drivers, shall not solicit passengers in anyway in the Terminal Building or designated parking areas, except when employees are sitting in their vehicle or standing immediately adjacent to their vehicle, or immediately adjacent to the livery/limousine counter space in the Terminal Building. Company shall restrict their employees from using the Terminal Building public space as a lounge or rest area.

### ARTICLE 3 TERM

- 3.01 Effective Date: This Agreement will become effective on (Enter Date).
- 3.02 Term: The initial term of this Agreement shall be three (3) years commencing on (Enter Date), (Commencement Date) and will continue through midnight on (Enter Date) unless terminated earlier as provided herein.
- 3.03 Renewal Option: This Agreement may be renewed at the same terms and conditions hereunder for two (2), one (1) year periods at the discretion of the Commission. Such renewal will be effective by issuance of an amendment. If all such renewal options are exercised and approved by the Commission, this Agreement will have a final termination date of midnight on the (Enter Date).
- 3.04 Early Termination of Agreement: Commission shall have the right to terminate the Agreement without cause at any time upon ninety (90) days' written notice to Company. Company will not, at any time during the term of this agreement, abandon, terminate, or cease to operate the Livery/Limousine service without prior written approval from Commission.
- 3.05 Termination: Commission shall further have the right to terminate the Agreement for cause as described herein.
- 3.06 Withdrawal: Company shall have the right to withdraw from the Agreement upon ninety (90) days' written notice to the Commission, provided that Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any fees or charges to Commission.



#### ARTICLE 4 OBLIGATIONS OF COMMISSION

- 4.01 Employee Parking: Commission will provide employee parking for Company's employees at the employee parking lot or other locations designated by the Commission. The Commission reserves the right to assess a reasonable charge to Company or its employees based upon its costs for providing such employee parking facilities.
- 4.02 Rights Granted to Company: Commission grants to Company the non-exclusive right and privilege to conduct and operate a Livery/Limousine Service at the Terminal Building in designated areas as assigned by the Commission.

#### ARTICLE 5 OBLIGATIONS OF COMPANY

- 5.01 Type of Operation: Company will operate the Livery/Limousine Service in a first-class manner in accordance with this Agreement. In addition, Commission may issue directives and instructions as necessary regarding situations that may not be covered in this Agreement. Company and its officers, employees, guests, invitees, and those doing business with it will observe and obey all rules and regulations and policies as may be promulgated from time to time by Commission.
- 5.02 Operational Procedures
- A. The Livery/Limousine Service will initially operate between the hours of 4:00 a.m. to fifteen (15) minutes after the latest flight, seven days a week. Said hours are subject to change upon notice from Commission.
  - B. The Service will be on a demand basis and/or a published schedule, approved by Commission and based on Company's recommendations, to assure that all demands will be met for the required service under all circumstances. Under no circumstance will the public be required to wait for more than thirty (30) minutes for Livery/Limousine Service at any point during the day.
  - C. The Livery/Limousine Service will be restricted to specific locations in parking spaces at the Terminal Building and at the counter and office space in the Terminal Building if applicable as designated by Commission. Said locations are more clearly described and designated in Exhibit "B" Livery/Limousine Parking Areas.
  - D. Company will have in place a specific written procedure/policy for handling complaints that is responsive, timely, seeks resolution, and maintains the countenance of a first class operation. The procedure/policy will be reviewed by Commission and Company will incorporate and adhere to any changes or additions that Commission deems necessary.

5.03 Personnel

- A. All personnel of Company providing Livery/Limousine Services hereunder shall be considered to be, at all times, the employees or agents of Company and not employees or agents of Airport.
- B. Company will provide the necessary number of employees to meet the operational requirements as determined by the Commission.
- C. Company will provide an adequate number of drivers and relief employees to meet the requirements of this Agreement. All drivers shall have a chauffeurs' license and/or CDL license as required and shall at all times maintain the proper license under the laws of the Commonwealth of Virginia to operate applicable vehicles. Company will maintain and furnish records of said licenses to Commission as requested by Commission.
- D. Company's drivers will be uniformed, clean, and neat in appearance, properly identified, and courteous at all times. No employee shall use improper language, act in a loud, boisterous or other improper manner, or smoke in unauthorized areas on the Airport premises. Company will be solely responsible for the conduct and performance of its employees.
- E. All personnel of Company providing Livery/Limousine Services hereunder shall attend an Airport Customer Service Training course. Company will have in place customer service training policies and procedures accompanied by a manual/handbook that will be provided to Commission. Company will incorporate and adhere to any additions or modifications to said manual that Commission may deem necessary. Company's training records will be subject to audit by the Commission or its designee.
- F. Company will immediately remove and keep removed from its payroll at the Airport any employee who participates in illegal acts or misconduct on the Airport, who violates Airport rules and regulations or who, in the opinion of Company or Commission, is otherwise detrimental to the public interest at Airport.
- G. Company employees shall not disturb the Commission's property, tenant property; including, but not limited to desks, papers, and materials, or use Commission facilities or materials for personal use. The Company shall be required to reimburse the Commission for any unauthorized use of telephones, copy machines, etc. Repeated unauthorized use of Airport equipment and facilities shall be cause for termination of the Agreement.

5.04 Vehicles to Be Provided and Maintained by Company

- A. Vehicle Specifications: The Company will be responsible for procuring and maintaining a minimum of six vehicles to be used exclusively in the Livery/Limousine Service operation. The vehicles will have a passenger rated capacity of more than four (4) and less than fifteen (15) , exclusive of the driver; no more than nine model years old; air-conditioned; clean; neat in appearance; and safe for operation. In addition, the vehicles must have such other features as are common to first-class, late-model livery/limousine transportation; and be subject to approval by the Commission. The vehicles may not have any fare-metering device installed. Upon request by the Commission, the Company will furnish the Commission a complete listing of all vehicles in service at the Airport, including year, make, model, mileage, capacity and general description, as well as a photograph of each type of vehicle in service.
- B. Maintenance: The Company will be responsible for the complete maintenance of the vehicles and shall have an appropriate maintenance schedule and records for each vehicle in its fleet. Said maintenance records will be subject to audit by the Commission or its designee.
- C. Operating Condition: The Company will at all times provide equipment that is first class, safe, and in good condition. Company will obtain prior written approval from the Commission before placing a vehicle in service.
- D. Vehicle Parking: Company will ensure that all vehicles owned or operated by Company, its vendors or contractors, will not be parked in a manner that interferes in any way with any other operations. Company's vehicles and those of its vendors or contractors will be parked in designated parking areas as provided by Commission.

5.05 Fare Schedule: Company will maintain on file with the Airport Director's office a current fare schedule for the service area throughout the term of this Agreement and shall charge reasonable fares. Fares shall be subject to Commission approval, such approval will not be unreasonably withheld.

5.06 Employee/Public Claims and Complaints: Company will handle all complaints and all claims made for losses or damages incurred in the operation of the Livery/Limousine Service.

5.07 Nuisance: Company will not commit any nuisance, waste, or injury on the Airport and will not do or permit to be done anything, which may result in the creation, commission, or maintenance of such nuisance, waste, or injury.

- 5.08 Flammable Liquids: Company will not keep or store flammable liquids within any covered or enclosed portion of the Airport without the prior written approval of Commission. Any such liquids having a flash point of less than 110° Fahrenheit will be kept and stored in safety containers of a type approved by the Underwriters Laboratories.
- 5.09 Frequency Protection: Should Company install any type of radio transceiver or other wireless communications equipment, Company will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration (FAA) for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Company's equipment. Should interference occur as a result of Company's installation, Commission reserves the right to shut down Company's installation until appropriate remedies to the interference are made by Company. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at Company's expense.
- 5.10 Permits and Licenses: Company will obtain, and maintain throughout the term, all permits, licenses, or other authorizations required in connection with the operation of its business at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Commission.

#### ARTICLE 6 RENT AND CONCESSION FEES

- 6.01 Terminal Rent: Company agrees to pay as rent for the counter space and office area adjacent to the counter space in the Airport Terminal Building the selected Company will pay as rent for the 307.69 sq. ft of counter space and office area adjacent to the booth space a rental fee for use of the counter and office area premises which shall be equal to the rental paid by the Commercial Air Carriers and which amount is established each fiscal year by the Commission. (The fee for the fiscal year beginning July 1, 2019 is \$ 59.64 per square foot per year.)
- 6.02 Parking Space Fee: Company agrees to rent three (3) parking spaces in front of the terminal and pay a fee to the Commission for the right to operate on Airport property of One Hundred and no/100 Dollars (\$100.00) per parking space per month. Spaces shall be designated by the Airport Director and may be reallocated from time to time as deemed necessary by the Airport Director. Company agrees to lease three spaces under the terms of this Agreement.

In addition, the selected Company will be provided **free parking for no more than ten (10) vehicles** in the Public Parking Overflow Lot. If parking for more than ten (10) vehicles is required, the selected Company will be required to rent the additional spaces at \$30.00/per space per month.

6.03 Concession Fee: Lessee agrees to pay to the Commission for each Lease Year of the Term of this Concession, for the rights and privileges herein granted by the Commission to Lessee, the greater of: (1) a minimum annual rental and fee (hereinafter referred to as "Minimum Annual Guarantee" or "MAG"); or, (2) Ten Percent (10%) of Lessee's Gross Revenues for such Lease Year.

Rent based on Ten Percent (10%) of Lessee's Gross Revenues is hereinafter referred to as "Percentage Fee" whether for a Lease Year or a part thereof.

Lease Year	Minimum Annual Guarantee
First through Twelfth month (First Lease Year):	\$ 42,000
Thirteenth through Twenty-fourth month (Second Lease Year):	\$ 42,000
Twenty-fifth through Thirty-sixth month (Third Lease Year):	\$ 42,000

Years 4 and 5 will be applicable only if Commission exercises its renewal option as described herein in Section 3.03.

6.04 Payments: Company shall remit said rent, parking space fees, and concession fees to the Commission by the fifteenth (15) day of each month for the term of the Agreement. Said payments shall be paid at the Remittance Instructions for transferring funds by domestic ACH/Wire transfers to the Roanoke Regional Airport Commission Operating Account are as follows:

Receiving Bank:

Union Bank & Trust, 244010 Partnership Blvd., Ruther Glen, VA 22546, ABA or Routing Number: 051403164; For Credit to: (Tenant's Name), Beneficiary Name: Roanoke Regional Airport Commission (Union Customer Name), Beneficiary Account Number (Union Customer Account#): 8502430743.

6.05 Late Payments: In the event Company fails to pay the rent, parking space fees, concession fees or any additional fees or charges required to be paid under the provisions of this Agreement and that failure continues for more than ten (10) days after the date due to the Commission, then interest at 1.5% per month shall accrue against the delinquent payments(s) until the same are paid. Implementation of this provision shall not preclude the Commission from terminating this Agreement for default in the payment of rent, parking fees, or concession fees, or from enforcing any other provisions contained herein.

6.06 Security Deposit: If at any time during the term of this Agreement, Company fails, on two (2) consecutive occasions in one (1) calendar year, to make payments in accordance with the payment provisions of this Agreement, Commission will require selected Company to provide a security deposit in the amount of two (2) months terminal rent, and two (2) months parking space

fees. The form of this security deposit may be in the form of a cash deposit, as agreed upon by the two (2) parties. In no event shall the Commission be obligated to apply the deposit on rents or other charges in arrears or on damages for failure to perform the terms and conditions of this Agreement by Company. Application of the security deposit sum to the arrears of rental payments or damages shall be at the option of Commission and the right of possession of the Premises by Commission for nonpayment of terminal rent, parking space fees, and/or concession fees or for any other reason shall not in any event be affected by this security deposit. The security deposit is to be returned to Company when this Agreement is terminated according to the terms of this Agreement, if not applied toward the payment of terminal rent, parking fees, or concession fees in arrears or toward the payment of damages suffered by Commission by reason of any breach of the terms and conditions of this Agreement by Company. The security deposit will draw no interest. In the event that Commission may apply, the security on all damages suffered to the date of repossession and may retain the balance of the security to apply on damages that may accrue or be suffered of thereafter by reason of the default or breach of Company. Commission shall not be obligated to hold the security in a separate fund, and may mix the security with other funds of the Commission.

#### ARTICLE 7 BOOKS, RECORDS, REPORTS AND AUDIT

##### 7.01 Books, Records and Reports

A. Books and Records: Company will maintain during the term of this Agreement all books of account and records customarily used in this type of business operation, in accordance with generally accepted accounting principles in the United States of America concerning all the costs of operation of the Livery/Limousine Service at the Airport. Said records shall include a monthly report containing at a minimum the following information submitted to the Commission by the 15<sup>th</sup> of the following month:

1. Number of the passengers transported during the month.
2. Accident reports.
3. Passenger complaints/comments.
4. Any other reports requested by the Commission.

B. Financial Reports: Company will submit all financial reports required by Commission including a statement of monthly gross receipts and calculation of concession fee, in the form required by Commission, by the 15<sup>th</sup> day of the following month.

7.02 Audits and Inspections: Commission may cause, without cost to Company, inspections and audits to be made of the operations of Company hereunder in accordance with the following:

- A. Company will provide Commission's duly authorized representative free and unrestricted access to all records of Company or its parent or subsidiaries associated with or related to the operation of the Livery/Limousine Service within ten business days' written notice from Commission. Records associated with or related to the operation of the Livery/Limousine Service will be available for a period of three years following the end of the Agreement. Company will not destroy any records pertaining to the operation of the Livery/Limousine Service at the Airport without the express written permission of Commission. In those situations where Company's records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), Company agrees to provide Commission's representative with extracts of data files in a computer readable format on data disks or suitable alternative computer data exchange formats at no additional cost.
- B. Company will also allow Commission's representative to interview all current or former employees, owners and subcontractors to discuss matters pertinent to the performance of this Agreement. Company agrees to include these provisions granting Commission access to business records in its future contracts with subcontractors relating to the Livery/Limousine Service. Company agrees to allow Commission direct access to subcontractors and service providers and will allow these companies to correspond with Commission directly. If delays or additional costs are incurred in connection with such audit, which are caused by Company, Company will be responsible for such additional costs.
- C. Commission reserves the right to audit the books and records, including employee training records, of Company for the purpose of verifying gross receipts reported by and payments due from Company hereunder. Should any examination, inspection, and audit of such books and records by the Commission disclose an understatement of monthly gross receipts received from all operations of the Company under this Agreement by three percent (3%) or more, the entire expense of such audit shall be paid by Company. Any additional payment due shall be paid by Company to the Commission with interest thereon at the interest rate specified in Section 6.05. Commission reserves the right to audit Company's books and records with respect to any other matters related to Company's obligations under this Agreement. If such audit reveals that Company is not in compliance with any of its obligations, the entire expense of such audit shall be paid by Company.
- D. Company warrants that all of its employees furnished to the Commission pursuant to this Agreement, prior to being assigned to service on the Property, will have successfully completed training as required by Commission, and shall have been duly trained by Company to perform the Livery/Limousine Services in a professional manner meeting

adequate standards in the occupational community, but of no less quality and standards that are generally in existence in Roanoke, Virginia. Company shall provide evidence establishing successful completion of training prior to any employee providing any Livery/Limousine Service. In the event Commission reasonably finds the performance of any Company employee supplied to Commission pursuant to this Agreement unacceptable, the Commission shall have the right to notify Company of such unacceptable performance and Company shall immediately replace such employee.

#### ARTICLE 8 INDEMNIFICATION

Company agrees to protect, defend, reimburse, indemnify and hold the Roanoke Regional Airport Commission, their agents, employees, representatives, and officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law except to the extent caused by Commission's negligence) by reason of any damage to property, including loss of use; any damage to the environment, including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the Environmental Protection Agency (EPA) to be environmental contaminants at the time this Agreement is executed or as may be redefined by the appropriate regulatory agencies in the future; or any bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with Company's use or occupancy of Airport's premises; Company's acts, omissions or operations hereunder; Company's performance, non-performance or purported performance of this Agreement; or Company's breach of the terms of this Agreement or any such acts or omissions of Company's officers, employees, agents, subcontractors, invitees, or anyone directly or indirectly employed by Company. Company shall also protect, defend, reimburse, indemnify, and hold Commission harmless against any assertion of claims for failure of payment, or failure to provide appropriate bonds, made by subcontractors or material suppliers, and against any assertions of security interests by suppliers of goods, services, or materials. Company recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant in accordance with laws of the Commonwealth of Virginia. This clause will survive the termination of this Agreement. Compliance with the insurance requirements as attached hereto will not relieve Company of its liability or obligation to indemnify Commission as set forth in this Article.

#### ARTICLE 9 INSURANCE

9.01 Insurance Terms and Conditions: The following minimum limits and coverage's will be maintained by Company throughout the term of this Agreement. In the event of default on the following requirements, Commission reserves the right to take whatever actions deemed necessary to protect its interests. Liability and property policies, other than Workers'



Compensation/Employer's Liability and Professional Liability, will provide that the Roanoke Regional Airport Commission, and its employees, agents, representatives, and officers are listed as additional insured's.

9.02 Required Coverage's – Minimum Limits

Insurance: The successful Company must provide the insurance coverage's and limits as outlined below:

- A. **Insurance Terms and Conditions: Provider shall maintain limits of no less than Commonwealth of Virginia statutory limits, or Federal, limits as listed below. If Virginia statutory limits, or Federal limits should change, the Airport insurance requirements and limits will change accordingly:** The following minimum limits and coverage's will be maintained by Company throughout the term of the Agreement. In the event of default on the following requirements, Commission reserves the right to take whatever actions deemed necessary to protect its interests. Liability and property policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the Roanoke Regional Airport Commission, and their employees, agents, and representatives are listed as additional insured's.
- B. Required Coverage's – Minimum Limits as follows unless other regulations or provisions of law require higher limits:

Workers Compensation: Statutory

**Business Automobile Liability Insurance: The minimum limits of Business Auto Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired, and non-owned equipment are:**

**Intrastate Automobile Liability - Bodily Injury and property damage**

Primary Commercial Automobile Liability, as required, for Corporate/Business use vehicle non-owned and hired coverage.

Private Passenger type vehicles (includes taxis):	\$125,000 minimum.
7-15 passengers (including driver):	\$1,500,000 minimum
Vehicles with a seating capacity of 16 passengers or more (including driver):	\$5,000,000 minimum.

**Interstate Automobile Liability – Federal Law for Interstate Commerce (ICC) Travel**

Primary Commercial Automobile Liability, as required, for Corporate/Business use vehicle non-owned and hired coverage.

Vehicles with seating capacities of 1-15:	\$1,500,000 minimum.
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**Umbrella Liability Insurance or Excess Liability Insurance:** may be used to reach the limits of liability required for the Commercial General Liability and the Business Automobile Policy. If applicable, the amounts specified as Agreement Specific shall be an initial layer of coverage which shall be applicable only to claims arising out of, or in connection with, the work performed

or the use or occupancy of Airport premises in connection with this Agreement and shall not be reduced or diminished in any manner by claims resulting from other than the work performed or the use or occupancy of Airport premises in connection with this Agreement. The amounts specified as Total Limits shall be the total minimum limits required, including the initial layer.

- 9.03 Conditions of Acceptance: This Agreement incorporates by reference Commission's Operating Directive concerning contractual insurance terms and conditions in effect as of the date of this Agreement as may be amended from time to time.

#### ARTICLE 10 DEFAULT AND TERMINATION

- 10.01 Events of Default: The following events will be deemed events of default by Company:

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition, or covenant required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between Commission and Company, and Company's failure to discontinue that business or those acts within thirty (30) days of receipt by Company of Commission's written notice to cease said business or acts.
- C. Company fails to make any payments required under this Agreement, or to provide and maintain insurance as required in this Agreement within thirty (30) days after the giving of written notice by Commission of such failure, which notice shall state Commission's intention to terminate the Company's rights hereunder if the failure to make such payment, furnish insurance, or furnish guarantee is not cured. Acceptance by Commission of any rentals or other payments specified herein, after a breach of any of the terms of this Agreement shall not be deemed a waiver of any right of Commission with respect to each breach, including but not limited to, Commission's right to cancel this Agreement on account of such breach.
- D. Company abandons, deserts, vacates, or discontinues its operation of the business herein authorized for a period of three (3) days without prior written consent of Commission.
- E. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.

- F. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- G. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

10.02 Commission's Remedies: In the event of any of the foregoing events of default, Commission, at its election, may exercise the following option, the exercise of which will not be deemed to preclude the exercise of any other remedy otherwise provided by statute or general law:

Declare this Agreement to be terminated, ended, null and void.

No waiver by Commission at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Commission to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment. No notice by Commission will be required to restore or revive time is of the essence hereof after waiver by Commission or default in one or more instances. No option, right, power, remedy, or privilege of Commission will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Commission by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Commission will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law.

10.03 Continuing Responsibilities of Company: Notwithstanding the occurrence of any event of default, Company will remain liable to Commission for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Commission elects to cancel this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement or until this Agreement is canceled by Company.

10.04 Company's Remedies:

- A. Upon 30 days' written notice to Commission, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any fees or charges to Commission, and only upon or after the occurrence of any of the following events: the inability of Company to use Airport for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Commission, preventing Company from operating its business for a period of 90 consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company.
- B. Company shall have the right to withdraw from the Agreement without cause at any time, provided that Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any fees or charges to Commission upon ninety (90) days' written notice to Commission, as described in Section 3.06 herein.

10.05 Early Termination: Commission shall have the right to terminate the Agreement without cause at any time upon ninety (90) days' written notice to Company, as described in Section 3.04 herein.

ARTICLE 11 NOTICES AND COMMUNICATIONS

All notices or communications whether to Commission or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

**TO COMMISSION:**

Roanoke Regional Airport Commission  
Office of the Executive Director  
The Roanoke-Blacksburg Regional Airport  
5202 Aviation Drive, NW  
Roanoke, Virginia 24012

**TO COMPANY:**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If the Notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged.

#### ARTICLE 12 ASSIGNMENT AND SUBCONTRACTING

Company shall not assign or subcontract this Agreement, or any portion thereof, without the prior written consent of Commission.

#### ARTICLE 13 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE ("ACDBE")

13.01 Commission's Policy. The Commission is committed to a policy and program for the participation of ACDBEs in concession-related contracting opportunities in accordance with U.S. Department of Transportation's (DOT) 49 Code of Federal Regulations (CFR) Part 23 as may be amended. In advancing Commission's policy, the Operator agrees to ensure that ACDBEs, as defined in 49 CFR Part 23 and Commission's ACDBE Program, have the maximum opportunity to participate in the performance of the Agreement. The Operator will take all necessary and reasonable steps in accordance therewith to ensure that ACDBEs are encouraged to compete for and perform subcontracts under the Agreement.

13.02 Non-Discrimination. The Operator and any subcontractor of the Operator will not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The Operator will carry out applicable requirements of 49 CFR Part 23 in the award and administration of agreements. Failure by the Operator to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as the Commission deems appropriate.

The Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23. The Operator agrees that it will not discriminate against any business owner because of owner's race, color, natural origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase of lease agreement, or other agreement covered by 49 CFR Part 23.

The Operator will agree to include the statements in paragraphs (1) and (2) above in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

13.03 ACDBE Participation and Compliance. ACDBE Goal: The Operator agrees that it will pursue subcontracting opportunities with ACDBE firms, as a percentage of the value of goods and

services purchased under the Agreement generated by the Operator for each year of the term, or clearly demonstrate in a manner acceptable to Commission its good faith efforts to do so. The Commission will notify the Operator in writing of said percentage, which may be amended from time to time.

The current ACDBE goal is 6.8% of gross revenues and the race conscious goal is 5.7% of gross revenues.

- 13.04 ACDBE Termination and Substitution. The Operator will not terminate an ACDBE for convenience without the Commission's prior written consent. If an ACDBE is terminated by the Operator with the Commission's consent or because of the ACDBE's default, then the Operator must make a good faith effort, in accordance with the requirements of 49 CFR Part 23.25 to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.
- 13.05 Reporting Requirements. The Operator agrees that within (20) twenty days after the expiration of each calendar quarter during the term of the Agreement, it will provide an ACDBE Utilization Activity Report to the Commission, in a form acceptable to the Commission, the cumulative total actual payments received by each of its ACDBE subcontractors and vendors for the fiscal year (October 1- September 30), calculated in accordance with the requirements of 49 CFR Part 23. If the ACDBE participation herein required is not met, the Operator will explain in its report the reason for its failure to meet the prescribed goal and the corrective actions(s) the Operator proposes to take in the next fiscal year(s) to meet said goal.
- 13.06 Monitoring. Commission will monitor the compliance and good faith efforts of the Operator in meeting the requirements of this Section, Commission will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Section, including, but not limited to, records, records of expenditures, contracts between the Operator and the ACDBE participant, and other records pertaining to the ACDBE participation plan.
- 13.07 Prompt Payment. The Operator agrees to pay each subcontractor under the Agreement for satisfactory performance of its contract no later than seven (7) calendar days from the receipt of each payment the Operator receives from the Commission. The Operator agrees further to release retainage payments to each subcontractor within seven (7) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both ACDBE and non-ACDBE subcontractors.
- 13.08 Sanctions for Non-Compliance. Commission may, in addition to pursuing any other available legal remedy for the Operator's failure to comply with this Section, terminate, suspend or cancel the

Agreement in whole or in part; and/or suspend the Operator from future Agreements with the Commission.

#### ARTICLE 14 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations; Airport Rules and Regulations, policies, procedures, and operating directives as are now or may hereinafter be prescribed by Commission; all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Commission including, but not limited to: permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Commission by the Federal Aviation Administration ("FAA"), or Transportation Security Administration ("TSA"). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Commission, then, in addition to any other remedies available to Commission, Company will be responsible and will reimburse Commission in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten (10) days of written notice.

#### ARTICLE 15 APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the Commonwealth of Virginia. Venue for any action brought pursuant to this Agreement will be in City of Roanoke, Virginia.

Company hereby waives any claim against Commission, and its officers, Commission members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

#### ARTICLE 16 NON-DISCRIMINATION

Company assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 C.F.R. Part 152, Subpart E (Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, *inter alia*, that no person will be excluded from participating in any employment, contracting or leasing activities covered by such regulations on the grounds of race, creed, color, national origin, or sex. Company, if required by such regulations, will provide assurances to Commission that Company will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its sub-organizations.

Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree: (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the requirements of 49 C.F.R. Part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), as amended from time to time.

In the event of breach of any of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Commission will have the right to terminate the Agreement and to re-enter as if said Agreement had never been made or issued. The provision will not be effective until the procedures of Title 49 C.F.R Part 21 are followed and completed, including exercise or expiration of appeal rights.

#### ARTICLE 17 AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act (ADA), and any similar or successor laws, ordinances, rules, and regulations, including cooperation with Commission, concerning the same subject matter.

#### ARTICLE 18 RIGHT TO AMEND

In the event that the Federal Aviation Administration, or its successors, requires modifications of changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

#### ARTICLE 19 RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Commission reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its subcontractors and without interference or hindrance.



## ARTICLE 20 NON-EXCLUSIVE RIGHTS

This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a) as may be amended from time to time, and related regulations.

## ARTICLE 21 SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Commission and the United States of America, its Commissions, Agencies, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

## ARTICLE 22 SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Commission to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreement, made by Commission, authorizing the issuance of bonds by Commission. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.

## ARTICLE 23 INDEPENDENCE OF AGREEMENT

Nothing contained herein is intended or should be construed as in any way creating or establishing a relationship of co-partners between the Parties hereto, or as constituting Company as the agent, representative, or employee of Commission for any purpose or in any manner whatsoever. Company is to be and will remain an independent contractor with respect to all services performed hereunder. None of the officers, agents, or employees of Company will be or be deemed to be employees of Commission for any purpose whatsoever.

## ARTICLE 24 CORPORATE TENANCY

If Company is a corporation, the undersigned officer of Company hereby warrants and certifies to Commission that Company is a corporation in good standing, is authorized to do business in the Commonwealth of Virginia, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto.

ARTICLE 25 COMMISSION APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Commission, it is understood that the Executive Director, or a designee, is hereby empowered to act on behalf of Commission.

ARTICLE 26 RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Commission will in no way be responsible therefore.

ARTICLE 27 HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 28 INVALIDITY OF CLAUSES

The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

ARTICLE 29 PROPOSAL

Company was the successful proposing company for this Agreement and the award of this Agreement to Company was based upon the proposal submitted by Company. Said proposal was a valuable consideration for the award of this Agreement to Company and is, where not inconsistent with this Agreement, an integral part of this Agreement and is attached hereto as Exhibit "A" and made a part hereof.

ARTICLE 30 COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements, or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

ARTICLE 31 ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and hereby incorporated by reference. In the event of an inconsistency or conflict between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- A. Terms and Conditions as contained in this Agreement
- B. Request for Proposal — Livery/Limousine Service, dated \_\_\_\_\_, 2020
- C. <Insert Company's Name>Response to Request for Proposal – Livery/Limousine Service, dated \_\_\_\_\_

ARTICLE 32 MISCELLANEOUS

Wherever used, the singular includes the plural, the plural the singular, and the use of any gender includes both genders.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**ROANOKE REGIONAL AIRPORT  
COMMISSION**

By: \_\_\_\_\_  
*Tim Bradshaw, Executive Director*

ATTEST

By: \_\_\_\_\_  
*Cathy Bowman, Commission Secretary*

**COMPANY**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title of Representative*

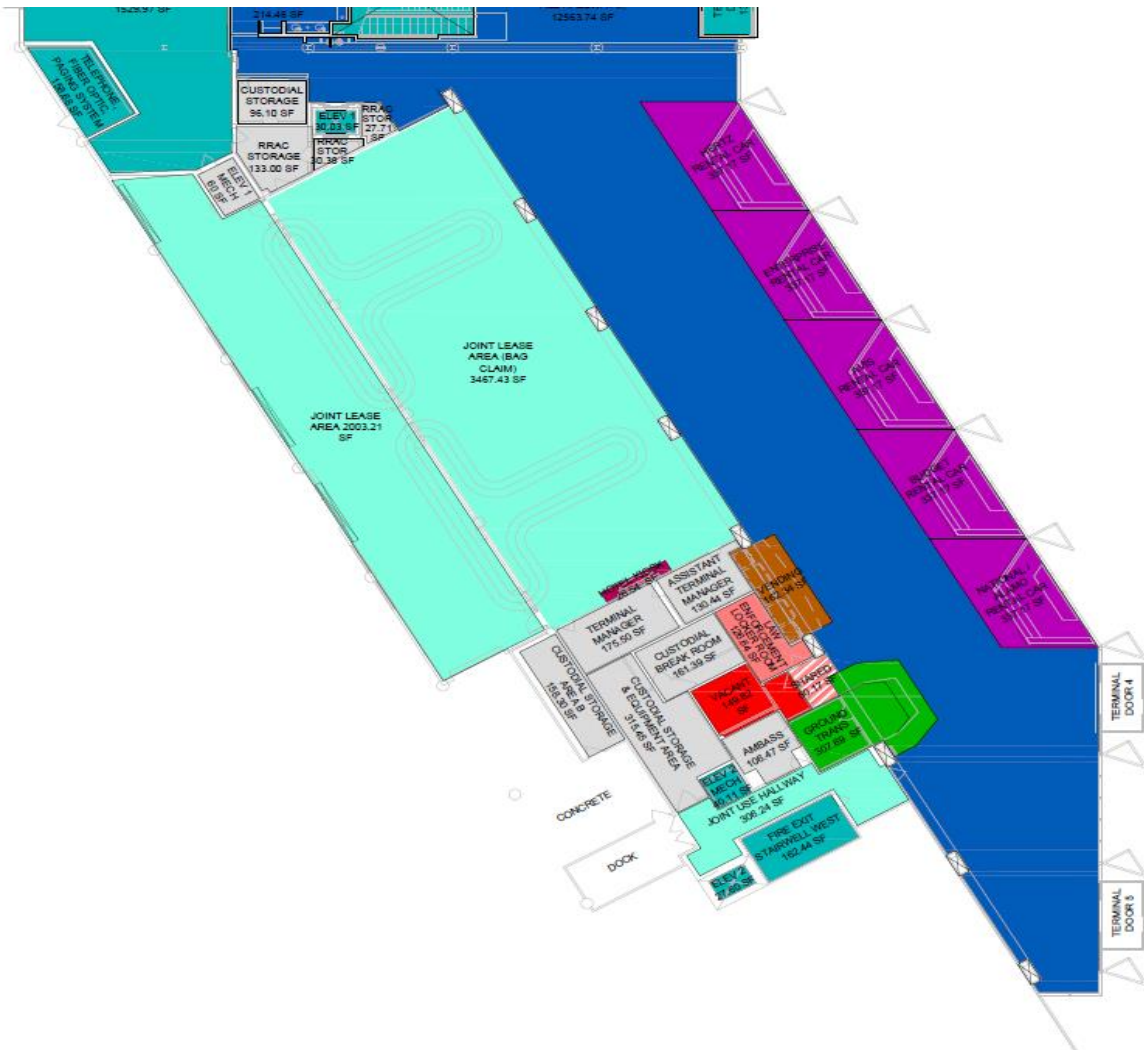
ATTEST

By: \_\_\_\_\_  
*Signature*

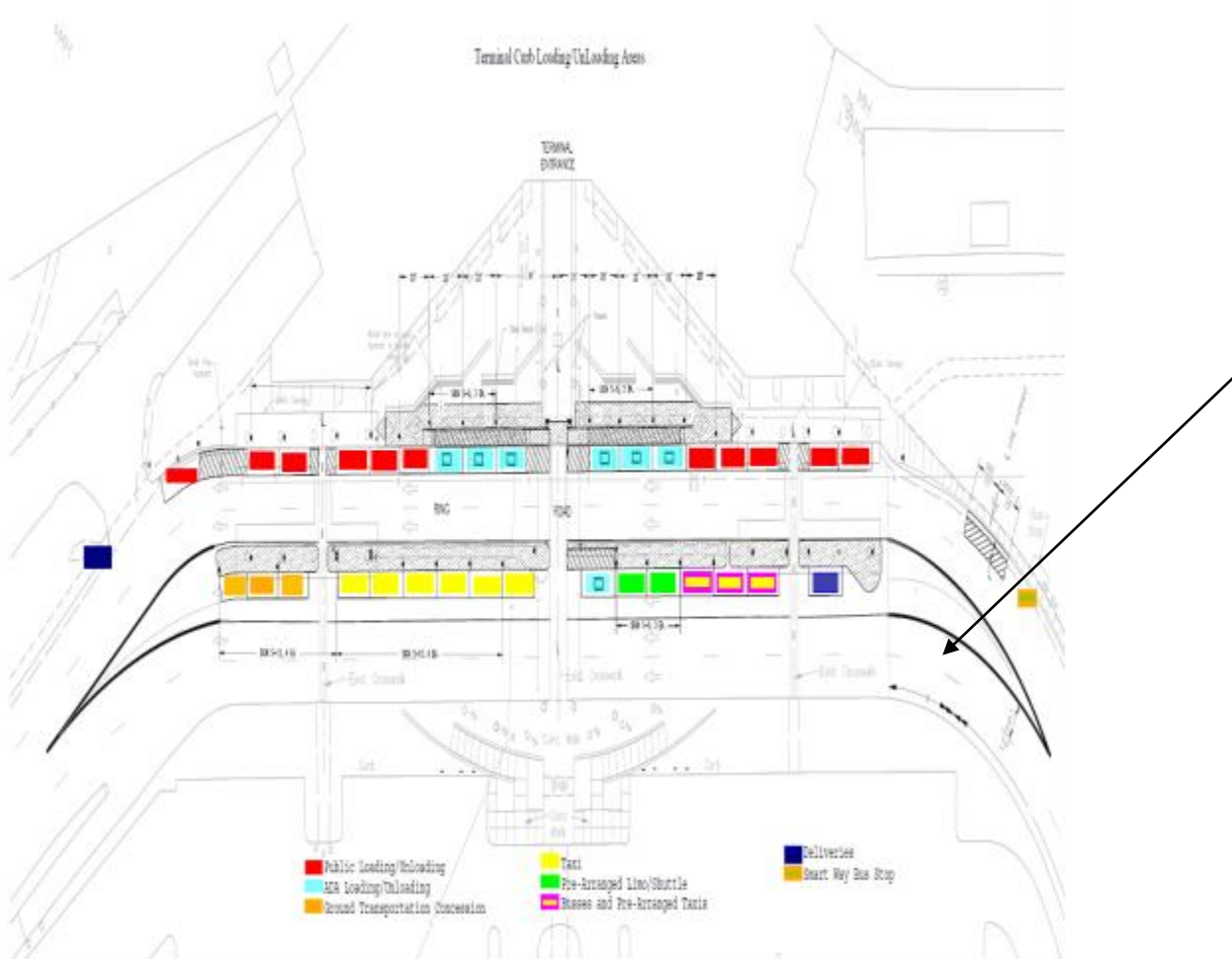
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*Title*

EXHIBIT "A"

Livery/Limousine Operational Areas



**EXHIBIT "B"**  
**Livery/Limousine Parking at Terminal Building**



## ATTACHMENT "4" RATING CRITERIA

In accordance with responses requested in the Livery/Limousine Service Request for Proposal ("RFP"), the following information is provided in an effort to clearly outline the evaluation criteria that have been established in determining which Company will best contribute to the overall goals of the Commission. Each evaluation area is weighted and may have a possible score ranging from 0-10.

**Company's Proposed Operational Plan and Procedures** (Evaluation Weighting of 35) The focus will be on the Company's proposed transition plan, management plan, the proposed staffing plan and schedule, proposed equipment, and participation in an airport-related customer loyalty program. (The Commission is actively encouraging participation in an airport-related customer loyalty program.)

**Management Capability** (Evaluation Weighting of 20) The focus will be on both the Company's and the proposed Manager's general qualifications and experience in the management of Livery/Limousine Services; and the Company's overall financial responsibility and resources to purchase and finance the necessary equipment for the Livery/Limousine Service.

**Personnel Policies and Procedures** (Evaluation Weighting of 15) The focus will be on the Company's personnel policies and procedures that detail the Company's organizational/management structure, hiring criteria, employee training, supervision methods, evaluation of hourly employees, employee turnover rate for the past two years, and proposed employee fringe benefits.

**Range of Experience with Comparable Operations** (Evaluation Weighting of 25) The primary focus will be on the Company's overall experience with Livery/Limousine Services similar in size and operation to the Airport.

**Company's Proposed Fees** (Evaluation Weighting of 15) The primary focus will be on the Company's proposed concession fees to be paid to the Commission.

**Airport Concession Disadvantaged Business Enterprise** (not scored) The Commission is actively encouraging participation in this proposal by certified ACDBE firms. Please contact, the Airport's DBE Liaison Officer at (540) 362-1999 for additional assistance.

This item will not be scored as part of the rating criteria, but will be referenced in the agenda summary presented to the Commission.

**ATTACHMENT "5" PROPOSAL BOND FORM**

**KNOW ALL MEN BY THESE PRESENCES:**

That we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation, authorized to do surety business in the Commonwealth of Virginia, as Surety, are held and firmly bound unto The Roanoke-Blacksburg Regional Airport (ROA), as Obligee, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) in lawful money of the United States of America, for the payment of which sum, will and truly to be made, said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presences.

The condition of this obligation is such that, if the Obligee, Roanoke Regional Airport Commission, shall make an award to the Principal of the Agreement for:

Airport Livery/Limousine Services

according to the terms of the proposal made by the Principal therefore, and the Principal shall duly make and enter into a Contract with the Obligee in accordance with the terms of said proposal and award and shall give bonds for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall in case of its failure to do so, pay to the Obligee the sum hereof as liquidated damages which the Obligee shall suffer by reason of such failure, but not exceeding the penalty of this Bond, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have executed this Proposal Bond this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_

Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary

Surety

By: \_\_\_\_\_

Title: \_\_\_\_\_



**ATTACHMENT “6” CONTRACTUAL INSURANCE TERMS AND CONDITIONS OPERATING  
DIRECTIVE**

**PURPOSE:** To establish the insurance terms and conditions associated with contractual insurance requirements. This operating directive is applicable to all companies with Commission contracts.

**INSURANCE COVERAGE:**

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company’s expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in the Agreement. Coverages will be provided by insurance companies eligible to do business in the Commonwealth of Virginia and having an AM Best rating of B- or better. Utilization of non-rated companies or companies with AM Best ratings lower than B- may be approved on a case-by-case basis. Such insurance will be no more restrictive than that provided by the latest edition filed for use in the Commonwealth of Virginia by the insurance service office, without restrictive endorsements. If the insurer does not meet these requirements, the Commission retains the right to approve or disapprove the use of the insurer.

B. Term of Coverage:

Except as otherwise specified in the Agreement, the insurance will commence on or prior to the effective date of the Agreement and will be maintained in force throughout the duration of the Agreement. Three years’ completed operations coverage must be maintained on all contractor’s general liability policies and all professional liability policies effective on the date of substantial completion or the termination of the contract whichever is earlier.

C. Reduction of Aggregate Limits:

If any reduction of an aggregate limit occurs, the company will take immediate steps to have it reinstated.

1. Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer provide the Commission with 30 days’ written notice prior to the cancellation of the policy. The endorsement will specify that such notice will be sent to:

Roanoke Regional Airport Commission  
Attn.: Executive Director  
The Roanoke-Blacksburg Regional Airport  
5202 Aviation Drive, NW  
Roanoke, Virginia 24012

D. No waiver by approval/disapproval:

The Commission accepts no responsibility for determining whether the company's insurance is in full compliance with the insurance required by the Agreement. Neither the approval by the Commission nor the failure to disapprove the insurance furnished by the company will relieve the company of their full responsibility to provide the insurance required by this agreement.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance: The coverages and minimum limits of insurance required by the agreement are based on circumstances in effect at the inception of the agreement. If in the opinion of the Commission, circumstances merit a change in such coverages or minimum limits of insurance required by the agreement, the Commission may change the coverages and minimum limits of insurance required, and that the company will, within 60 days of receipt of written notice of a change in the coverages and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the agreement. Provided, however, that no change in the coverages or minimum limits of insurance required will be made by the Commission until at least two years after inception of this agreement. Subsequent changes in the coverages or minimum limits of insurance will not be made by the Commission until at least two years after any prior change by the Commission unless extreme conditions warrant such change and are agreeable to both parties.

If in the opinion of the Commission compliance with the insurance requirements is not commercially practicable for the company, at the written request of the company, the Commission may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the Commission, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Commission Premises: The company will not commence work, use or occupy Commission premises in connection with the agreement until the required insurance is in force, preliminary evidence of insurance acceptable to the Commission has been provided to the Commission, and the Commission has granted

permission to the company to commence work or use or occupy the premises in connection with the agreement.

2. **Proof of Insurance Coverage:** As preliminary evidence of compliance with the insurance required by the agreement, the company will furnish the Commission with a certificate(s) of insurance satisfactory to the Commission. This certificate must be signed by an authorized representative of the insurer. If requested by the Commission, the company will, within 30 days after receipt of written request from the Commission, provide the Commission, or make available for review, a certified complete copy of the policies of insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the Agreement.

The company will provide the Commission with renewal or replacement evidence of insurance, acceptable to the Commission, at least ten days prior to expiration or termination of such insurance. The insurance certificate must:

- a. Indicate that, to the extent required by the agreement, the Commission, members of the Commission's governing body, and the Commission's officers and employees are included as Additional Insureds;
- b. Indicate that the certificate has been issued in connection with the agreement;
- c. Indicate the amount of any deductible or self-insured retention applicable to all liability and property coverages;
- d. Identify the name of the additional insureds as: the Roanoke Regional Airport Commission, and their employees, agents, representatives, and officers.
- e. Be signed and dated using approved methods by an individual who is an authorized representative of each insurer, whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified.

H. **Company's Insurance Primary:**

The company's required insurance will apply on a primary basis. Any insurance maintained by the Commission will be excess and will not contribute to the insurance provided by or on behalf of the company.

I. **Company's Failure to Comply with Insurance Requirements:**

1. **Commission's Right to Procure Replacement Insurance:** If after the inception of this agreement the company fails to fully comply with the insurance requirements of the agreement, in addition to and not in lieu of any other remedy available to the Commission provided by the agreement, the Commission may, at its sole discretion, procure and

maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance.

2. Replacement Coverage at Sole Expense of Company:

The entire cost of any insurance procured by the Commission pursuant to this section will be paid by the company. At the option of the Commission, the company will either directly pay the entire cost of the insurance or immediately reimburse the Commission for any costs incurred by the Commission including premium and a 15% administration cost.

a. Company to Remain Fully Liable:

Except to the extent any insurance procured by the Commission pursuant to this section actually provides the insurance coverage required by the agreement, the company will remain fully liable for full compliance with the insurance requirements in the Agreement.

b. Commission's Right to Terminate, Modify, or Not Procure:

Any insurance procured by the Commission pursuant to this section is solely for the Commission's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company. Commission is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate any such insurance which might be procured by the Commission pursuant to this section.

**ATTACHMENT "7" LETTER OF INTENT AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE ("ACDBE") ASSURANCE AND PARTICIPATION**

**Proposer/Offer**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ACDBE Firm:**

ACDBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Description of goods and services to be provided by ACDBE firm:

\_\_\_\_\_

The dollar amount of the goods and services to be purchased from the ACDBE firm \$ \_\_\_\_\_.

Percentage of total goods and services to be purchased under the Agreement that will be purchased from the ACDBE firm ( \_\_\_\_\_ %)

**Commitment**

The Company is committed to utilizing the above named ACDBE firm for the purchase of goods and services described above.

By: \_\_\_\_\_ (Name of Company) (Signature) (Title)

**Affirmation**

The above-named ACDBE firm affirms that it will provide the goods and services as stated above.

By: \_\_\_\_\_ (Name of ACDBE Firm) (Signature) (Title)

\* For the purposes of this RFP, participation may be achieved by companies certified as an ACDBE or DBE.

If the Company does not receive award of the Agreement, any and all representations in this letter of intent and affirmation shall be null and void.

**ATTACHMENT “” AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (“ACDBE”) ASSURANCE AND PARTICIPATION**

- B. The Company assures that it shall meet the requirements of the Roanoke Regional Airport Commission’s ACDBE Policy and Program and shall attempt to purchase goods and services from ACDBEs to perform the services in the Agreement as prescribed in Section 8 of the RFP.
  
- C. The Company shall complete the attached Letter of Intent with the following ACDBE information for each ACDBE firm proposed to be utilized to meet the prescribed ACDBE participation:
  - 1. The names and addresses of each ACDBE firm that will provide goods and services under the Agreement.
  - 2. A description of the goods and services each named ACDBE firm will provide.
  - 3. The dollar amount of the goods and services to be purchased from each named ACDBE firm.
  - 4. Written documentation of the Company’s commitment to purchase goods and services from the ACDBE firm.
  - 5. Written confirmation from the ACDBE firm that it will be participating in the Agreement as provided in the Company’s proposal.
  - 6. A copy of each named ACDBE firm’s certification letter.

Failure of the Company to submit a Letter of Intent with the above information may render the proposal nonresponsive. A separate letter of intent must be completed for each ACDBE firm. For the purposes of this RFP, participation may be achieved by companies certified as an ACDBE or DBE.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Signature\*\*)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\* Must be same signature on Proposal Form.**

